

3<sup>rd</sup> WINTER ARABIAN HORSE SALE  
15th of December, 2018

Sale Conditions

**General information**

1. The Organizer of “3<sup>rd</sup> Winter Arabian Horse Sale” (hereinafter referred to as the Auction) Michałów State Stud Ltd., Michałów, 28-411 Michałów, NIP 662-10-00-301, hereinafter referred to as the Organizer or the Stud.
2. The Auction will be held on the grounds of Michałów State Stud on the 15th of December, 2018.
3. The Stud acts both as entities selling their own horses, as well as being the Organizers of the Auction.
4. Participants of the Auction acting as the Buyers declare, that they have read the Sale Conditions and accept their terms.

**Participation in the bidding**

1. Bidding in the auction is available on equal terms without any restrictions to natural persons, legal persons or other entities possessing legal capacity.
2. In order to participate in the bidding one must pay a deposit of 500.00 EUR (say: five hundred Euro) or 2,000.00 PLN (say: two thousand Polish Zlotys) in the Auction office no later than half an hour before the start of the bidding or onto the bank account of Michałów Stud in such a way that the deposit shall be recorded on the bank account given below no later than on the 14th of December, 2018.

**3. The deposit should be paid onto the following account:**

Stadnina Koni Michałów Spółka z o.o.  
28-411 Michałów ,Poland

B.G.Ż. BNP PARIBAS S.A. Warszawa  
Oddział w Kielcach

**Nr. konta (IBAN) PL61 1600 1462 1841 5859 8000 0002 EUR**  
**SWIFT (BIC) : PPABPLPK**

**Nr. konta (IBAN) PL88 1600 1462 1841 5859 8000 0001 PLN**  
**SWIFT ( BIC) ; PPABPLPK**

4. The payment of the deposit allows to participate in the bidding of each horse from the Summer Arabian Horse Sale list. By paying the deposit the Buyer accepts the conditions of the Auction and commits to comply with them.
5. The paid deposit is treated as an integral part of the contract price of the purchased horse. If no purchase is made by the Buyer, then the deposit shall be returned to the Buyer by bank transfer or other agreed with the Buyer way, immediately after the end of the Auction.

**Bidding and the sale of the horses**

1. The Auction will be held in the form of a public auction, which will begin on the 15th of December, 2018 at 01:00 PM.
2. The bidding will be conducted by the Auctioneer authorized by management board of Michałów State Stud Ltd., which acts on behalf of the Organizer.

3. The bidding will be conducted in the usual way practiced at horse auctions and by phone.
4. The bidding will be conducted in Euro. The minimum bid increment is 100 EUR (say: one hundred euro), however the Auctioneer reserves the right to change the bid increment during the Auction.
5. Conditions of bidding by phone:
  - Clients, that want to bid by phone, should send the commission at least one day before the Auction.
  - Staff of Michałów Stud will connect with the client before the bidding of chosen horses.
  - Michałów State Stud Ltd. does not held any responsibility for connection difficulties with phone number given by the client, resulting in not entering the bidding.
  - Michałów State Stud Ltd. reserves the right to record and store telephone conversations that are mentioned above.
6. Each horse has a reserve price, which is the minimum price for which the horse can be sold, set by the Owner. The reserve price will not be made public before, during or after the Auction. Each horse will be sold to the Buyer for its highest bid price, no lower than the reserve price, unless stated otherwise.
7. The bid purchase prices are net prices, which will be increased by the applicable VAT rate (8%). The VAT amount will be reimbursed to a Buyer that:
  - is an active VAT taxpayer, will provide a document confirming the possession of a European Union VAT registration number and will confirm the intra-community transport of the horse;
  - will present export documents confirming the export of the purchased horse out of the territory of the European Union, under the condition that the export procedure of the horse will begin on the territory of Poland and will end within 2 months from the date of making full payment for the sold horse.
8. The sale contract for purchasing a horse is concluded by the "fall of the hammer". The "fall of the hammer" by the Auctioneer is tantamount to an irrevocable concluding of the sale contract.
9. The Auctioneer reserves the right to refrain from accepting any bid, as well as to make any bidding null and void without giving a reason.
10. In case a dispute arises between two or more bidders the horse in dispute will be put up for bidding again starting from the highest price from before the dispute or the dispute will be settled in another way by the Auctioneer.
11. The Organizer reserves the right to withdraw any horse from the auction before or during the bidding without giving a reason, as well as reserves the right to put up a horse for bidding again if a sale contract for that horse is not concluded during the first bidding.

## **Duties of the Buyer**

1. The Buyer of each horse is obliged to:
  - state the exact personal data and present an identification document or documents confirming the legal status of his/her business;
  - sign the sale contract form presented the Organizer immediately after the "fall of the hammer", which will contain the subject of the sale, the price of the sale, details necessary to identify the Buyer, the signature of an authorized person;
  - pay the total contract value, deducting the deposit amount treated as an advance on the purchase of the horse, by wire transfer to the account of Michałów Stud (point 3) within 14 days counting from the date of the bidding (domestic and European Union Buyers) or within seven days counting from the date of obtaining the results of veterinary tests allowing the shipment of the horse abroad (Buyers from outside the European Union only);
  - collect each horse purchased at the Auction at his own expense on the date and at the place specified by the Organizer.
2. If the Buyer fails to fulfil any of the conditions specified in point 1:
  - he loses the deposit without the possibility of its return or any negotiation;
  - he loses the right to the horse as though he would resign from the purchase;

- each horse and the offspring foaled after the Auction out of a mare described as "in foal" but not collected or not paid on time can be sold once again. In any case the sale may take place immediately or at a later time during a public auction or direct sale.
3. The title of ownership concerning the purchased horses or the offspring foaled after the Auction out of mares described as "in foal" will not be transferred onto the Buyer unless he pays the full purchase price of the horse together with other due amounts associated with these hereby conditions or other dues owed to the Organizer.
  4. The risk associated with the purchased horses together with their offspring foaled after the Auction is transferred onto the Buyer with the "fall of the hammer" during the Auction.
  5. Collecting a purchased horse from the place of the Auction is possible only in case of immediate payment of the total purchase price by wire transfer to the bank account of Organizer.
  6. After the Auction the sold horses will be stabled at the risk of the Buyer and at the expense of the Organizer up to 14 days after the Auction. After this time the Buyer will cover the cost of stabling the horse at a price of 30 PLN (say: thirty Polish Zlotys) per day. Other solutions regarding transport or stabling the horses after the time specified in these hereby conditions will be regulated by individual agreements between the Buyer and Seller.

### **Recommendations for the Buyers**

1. It is recommended that each Buyer carefully inspects the horses before the purchase. Each horse is sold "as is" and there is no guarantee under any condition of the sale that a particular horse meets the specific requirements regarding quality or is suitable for training, reproduction or other planned objectives.
2. Horses can be inspected in the stable from 02:00 pm to 05:00 pm on the 14<sup>th</sup> of December, 2018 and from 10:00 am to 01:00 pm on the day of the Auction.
3. All horses are sold on the conditions specified by the Organizer in these hereby conditions. All statements and corrections concerning the data in the catalogue announced during the auction are in force and due to that all the Buyers are obliged to be present at the beginning of the bidding of a particular horse to learn all announcements concerning this horse.

### **Descriptions, health, returns and disputes**

1. Each horse offered at the Auction has a confirmed pedigree, a passport and up-to-date vaccinations against influenza.
2. Each horse offered at the Auction has had a general health check – the request of the Buyer the veterinary officer will issue an appropriate statement.
3. Each mare described as "in foal" has a breeding certificate and a veterinary statement in written form confirming the pregnancy with the date of the examination. The certificate along with its copy is available for viewing in the Auction office.
4. Each male horse incorrectly described as a "stallion" in the case of a unilateral or bilateral cryptorchid is returnable, unless this has been indicated in the description of the horse.
5. Each horse which is a "weaver" or "box walker" shall be returnable, unless these vices are indicated in the description of the horse.
6. The Buyer has a right to return the purchased horses due to vices referred to in point 5 under the condition that: within 7 days counting from the date of releasing the horse the Organizer receives a written notice from the Buyer with a request to perform an inspection of a purchased horse in which one of the above mentioned vices is found or to conclude that the horse has not been correctly described in accordance with these hereby conditions.
7. Each horse, whose blood test results exclude the possibility of export shipment, shall be returned.

### **Responsibility**

1. The Sale Conditions are public and will be available in the Organizer's office, as well as on a website [www.skmichalow.pl](http://www.skmichalow.pl)

2. All persons present at the Auction grounds during the auction and events related to the auction are doing so at their own risk. The Organizer of the Auction will not be held responsible for any damage to health or property suffered by these persons during the Auction.
3. The Organizer is not responsible for any losses or damages caused by any horse due to illness, accident or any other reason during its stay on the Auction grounds.
4. The Organizer is not responsible for damage of horses as a result of disease, accident or any other cause, from the moment of entering the Auction grounds and during the entire duration of the Auction, unless the particular horse is sold, which results in transferring the risk concerning the horse onto the Buyer with the "fall of the hammer".
5. The Organizer is not responsible for any horse, nor for any damages made to the horses or any injuries that they incur during their stay on the Auction grounds.
6. Any disputes concerning the Auction and applying these Sale Conditions will be arbitrated by appropriate District Court in Pińczów.
  
7. According to Regulation 2016/679 of European Parliament and Council of the European Union from the 27th of April, 2016, applying from the 25th of May, 2018,

The Organizer informs that giving your personal details is necessary for:

- conducting the Auction
- conducting the contract and filling its terms
- conducting financial settlements

The Administrator of your personal data is Michałów State Stud Ltd. with headquarter in Michałów, 28-411 Michałów.