

AUCTION SALE REGULATIONS

These regulations apply to the Arabian Horse Auction - Radom 2019 organized by Stanisław Redestowicz and the Widoor Paweł Redestowicz company located in Radom 26-600, Poland, Zofii Holszanskiej str. 5, VAT code: PL9482192042, hereinafter referred to as "Organizer".

Auction sale will take place on June 30th, 2019 at the Sport Airport Radom-Piastów.

The Organizer allows Exhibitors to place horses at auction and Purchasers to buy them, by conducting auctions in the form generally accepted at horse auctions. The Organizer is not a party to the contract between the Exhibitor and the Purchaser, but indicates the buyer - the bidder whose offer was the highest, and at the same time equal or higher than the reserve price.

The Organizer is not a party to the transaction between the Exhibitor and Purchaser and does not charge commission from sold horses.

1. Terms of bidding

- 1.1 Natural persons and legal persons may participate in the auction on an equal and unrestricted basis.
- 1.2 The prerequisite for taking part in the auction is paying the bid bond in the amount of PLN 2,000.00 or €500.00 (two thousand zlotys or five hundred euros) for each auctioned horse. Payments are made to the Organizer's bank account:
 - For payments in **PLN**:
BANK MILLENIUM, account number: **88 1160 2202 0000 0001 5854 8145**
 - For payments in **EUR**:
BANK MILLENIUM, account number: **PL33 1160 2202 0000 0001 6875 0625**,
SWIFT code: **BIGBPLPW**or at the auction office on the day of the auction till 2:30pm.
- 1.3 At the time of bid bond payment buyer is obliged to provide complete personal data necessary for inclusion to the contract of purchase and to present ID card or passport. The Organizer is obliged to process the personal data of Buyers in accordance with the EU Regulation of the GDPR.
- 1.4 Paying a single bid bond entitles Purchaser to participate in the auction of one horse and is tantamount to accepting the terms of the auction regulations and the obligation to comply with them.
- 1.5 The paid bid bond will be credited towards the purchase price and transferred to the Exhibitor after finalization the transaction by the Purchaser. If the purchase takes no effect, the bid bond will be returned to the payer after the end of all auctions.
- 1.6 The auction is conducted in the usual way, the prices are in Polish zlotys, the minimum bid increments are PLN 1,000, the prices are net prices. VAT will be added to bid price in the amount depending on the form of business conducted by the Exhibitor.
- 1.7 Each horse has a reserve price, after which it can be sold. Starting price does not have to be equal to the reserve price.

- 1.8 Taking into account the reserve prices, the person accepted by the Auctioneer offering the highest purchase price becomes the Purchaser.
- 1.9 The organizer reserves the right to withdraw the horse from the auction without giving any reasons.

2. Obligations of the Purchaser

- 2.1 The Purchaser, immediately after winning the bidding, is obliged to sign a purchase - sale agreement with the Exhibitor.
- 2.2 The Purchaser pays the full purchase price, reduced by the bid bond, and plus tax due as stated in p. 1.6, payable in accordance with the terms and conditions specified in the purchase - sale agreement. The payment may be made in cash or by bank transfer to the Exhibitor's bank account specified in the Agreement.
- 2.3 The risk associated with the purchased horse passes to the Purchaser after the auction.
- 2.4 The Purchaser collects at his own expense the horse purchased at the auction at the time and place specified by the Exhibitor,
- 2.5 If the buyer fails to meet the terms of the contract, the paid bid bond shall be forfeited and contract is terminated due to the Purchaser's fault.
- 2.6 The ownership of the purchased horse passes to the Purchaser when he pays the payment for the horse and all fees related to additional orders agreed with the Exhibitor (additional veterinary tests, horse maintenance costs after the auction).

3. General information

- 3.1 The horses sold at the auction are sold as "as is". Exhibitor is not responsible for any usefulness of the horse (sporting, breeding, etc.). The organizer enables the prospective purchasers to conduct thoroughly inspection of the horses in the stables before the auction. Exhibitor must give consent to the additional veterinary examinations.
- 3.2 Each horse must be registered in the Stud-book and have a passport.
- 3.3 Each horse is described in the catalogue according to the Organizer's knowledge. The Exhibitor is held liable for all data contained in the catalogue. All the official information and amendments announced during the auction shall be considered as valid. All buyers are obliged to be present at the beginning of the auction of a given horse in order to hear all the announcements/amendments concerned.
- 3.4 Any disputable issues arising between the Exhibitor and the Purchaser should be settled amicably. In the lack possibility of an agreement, the settlement of the dispute shall be entrusted to a common court competent for the Exhibitor's registered office.
- 3.5 All persons staying on the auction grounds do so at their own risk and responsibility.
- 3.6 The Exhibitor is responsible for his own horses that take part in the auction and throughout the entire stay in the auction premises. If the horse is sold, the risk passes to the Purchaser.
- 3.7 The Organizer in own discretion reserves the right to inspect each horse participating in the auction, with the possibility of rejecting any horse deemed unfit for sale.
- 3.8 The horse maintenance costs shall pass to the Purchaser from the day after the auction with amount PLN 25 per day. If the horse is returned, the costs shall be borne by the Exhibitor.
- 3.9 In case of the horse is sold abroad, the cost of issuing the export certificate is paid by the Exhibitor.