

TERMS AND CONDITIONS OF THE AUCTION

I. PARTICIPATION IN THE AUCTION

1. Individuals and companies may participate in the auction under the same conditions and without restrictions.
2. If the Participant acts through a proxy, the proxy must present an appropriate power of attorney with legible signatures (in the original form or a copy thereof).
3. The participant is required to pay a bid bond of three thousand euro (€3000). Failure to pay the bid bond constitutes grounds for disallowance from the auction. The bid bond is paid to a bank account or in cash (in PLN, EUR), or cashless using a payment terminal. The bid bond is deemed to have been paid if the bid bond is paid cashless using a payment terminal no later than two (2) hours before the Auction start time or in cash to a person designated by the Auction Organizer no earlier than six (6) hours before the Auction start time but no later than two (2) hours before the start of the Auction (Pride of Poland and Summer Sale).
4. The payment of the bid bond entitles the participant to bid for each horse. By paying the bid bond, the participant undertakes to comply with the auction conditions. The participant is obliged to sign the auction conditions during registration.
5. If the proxy is authorized to act within the Auction by more than one Participant, such proxy is obliged to pay one bid bond.
6. Immediately after the end of the auction, the Participant is obliged to pay the deposit. The deposit constitutes ten percent (10%) of the value of the auctioned Object, not more than thirty thousand euro (€30,000) and is payable immediately after the sale price has been agreed, on account of the sale price.
7. In the event of a transaction, the bid bond and deposit secure the payment of the purchase price. If the purchase price is paid, they are counted towards the purchase price, and the Auction Organizer transfers the bid bond and deposit to the exhibitor.
8. If the transaction is not concluded, the bid bond is returned within fourteen (14) days from the end of the auction. The deposit is not paid.

II. BIDDING

1. The auction is conducted in the form of an On-Live auction on the website <http://www.equibid.pl>. via the internet and with the simultaneous participation of people physically present at the Auction site. Auction prices are given in EURO. The following bid increments apply: at the Pride of Poland Auction – one thousand euros (€1000) and at the Summer Sale – five hundred euros (€500) .
2. The auctioneer conducts the auction, in particular announcing the start and end of the auction, the start and end of the bidding, coordinating the activity of participants taking part in the auction on the website and participating in the auction through physical, direct presence at the auction site, accepting bids submitted during the auction, indicates the bid increments, indicates the winner of the auction, resolves the order of submitted offers or other disputes regarding the auction, including individual biddings.
3. The auctions use reserve prices. Individual horses must have a determined reserve price. Failure to reach the reserve price during the auction results in failure to conclude the sale transaction. The reserve price is not public. The auctioneer informs about the reserve price not being reached and that the transaction has not been concluded.
4. The person from whom the auctioneer accepted the highest bid becomes the buyer.

5. The amount determined during the auction, which is the “Fall of Hammer” Price, confirmed by the auctioneer's “fall of hammer”, will be increased by the applicable tax on goods and services (8% VAT). The total (“Fall of Hammer” Price + 8% VAT) becomes the Purchase Price which will be featured in the horse sale contract concluded between the Buyer and the Exhibitor. The amount is non-negotiable after the end of the auction.

The VAT amount will be refunded to the buyer who:

- has a VAT number registered in the European Union and will confirm intra-EU receipt of the purchased horses
- will send to the seller export documents confirming the export of the purchased horses outside the European Union, provided that the export procedure will be initiated on the territory of Poland and will be completed within 6 months of making full payment for the purchased horses.

6. The Organizer may indicate which biddings will be conducted only physically at the auction site, without the form of an On-Live auction.
7. The auctioneer reserves the right to refrain from accepting any offer or to invalidate a given offer without giving a reason.
8. A bid increment made by a participant or a transaction concluded by a buyer whose account is deleted or suspended before the end of the auction will no longer be binding. Information about account deletion or suspension is made visible during the auction.
9. The Organizer, Stadnina Koni Janów Podlaski Sp. z o. o., reserves the right to withdraw a horse or horses before or during the auction without giving a reason.

III. DESCRIPTION AND HEALTH CONDITION OF HORSES

1. Each horse offered at the auction has a confirmed origin and is registered in the Polish Arabian Horse Stud Book.
2. Each mare sold in foal has a covering certificate and a written certificate from a veterinarian regarding the last date of examination. The certificate or its copy is available for inspection at the auction office. If the organizer does not obtain the certificate before the start of the auction, he reserves the right to announce that the certificate has not been presented by the seller.
3. A mare with a foal at foot during the auction (younger than 6 months) will be able to be collected by the Buyer only after the foal has been weaned. Until the Buyer collects the mare, it stays at the stud farm at the Exhibitor's expense. The date of collection of the mare will be agreed between the Exhibitor and the Buyer.

IV. BUYER'S OBLIGATIONS

1. The buyer is obliged to:
 - sign the purchase contract provided by the organizer to the buyer immediately after the winning auction.
 - confirm his/her personal data by presenting an identity document or documents confirming the legal status of his/her business activity. - if the buyer is a participant taking part in the auction via the website <http://www.equibid.pl>, he is obliged to immediately pay, directly after the auction, the deposit amount (a confirmation payment) in the form of ten percent (10%) of the value of the auctioned price (no more than thirty thousand euro (€30,000) or by block on the credit card.
 - A participant taking part in the auction by physical presence is obliged to immediately pay, directly after winning, the deposit amount (a confirmation payment) in the form of ten percent (10%) of the value of the auctioned price (no more than thirty thousand euro (€30,000) or by block on the credit card.

Failure to pay the deposit (the confirmation payment) or by a block on the credit card in accordance with the terms set out above will result in the invalidation of the auction result and the auction restarting from the last increment (which will be considered binding), excluding the increment of the participant who did not pay the deposit (confirmation payment) within the time specified in the regulations form. The mentioned participant will not be allowed to participate in the auction resumed.

The organizer may waive from collecting the deposit.

The cost of maintaining and collecting the horse, including in particular the cost of transport, preparation for transport, the transport itself and the cost of insurance, are borne by the buyer. The place of delivery and collection of the horse will always be the address indicated by the exhibitor in Poland.

2. If the Buyer fails to meet any of the conditions set out in point 1, then:

- he/she loses the bid bond without the possibility of recovering it or negotiating it
- he/she loses all rights to the auctioned horse
- each mare and her offspring born after the auction from a mare sold in foal may be sold again either immediately after the auction or later at a public auction or directly from the exhibitor.

3. The risk related to the purchased horse and its offspring born after the auction is transferred to the buyer with the “fall of the hammer” by the auctioneer.

4. If the Buyer refuses to pay for the purchased horse on time, the Auction Organizer or the horse owner may demand payment of the auctioned amount by any methods permitted by law.

5. Collection of the horse purchased at the auction is possible immediately after the auction, provided that the full value of the sales contract is paid in cash or by a confirmed bank transfer to the organizer's bank account.

6. Immediately after the end of the auction, all sold horses should be sent back to the exhibitors' stables and should be kept there at the buyer's expense and risk until 30 days after the end of the auction. Keeping horses with the exhibitor for a longer period is possible at the buyer's expense for a fee of fifteen euro (€15) per day. Does not apply to mares with foals before weaning.

7. Any solutions regarding the transport and maintenance of horses after the time specified in these conditions will be agreed directly between the exhibitor and the buyer.

V. INSURANCE

Immediate full mortality insurance coverage is effective upon the fall of the hammer, for the amount of the total purchase price. The insurance arranged by sale management with C. Jarvis International GmbH will remain in effect until the purchaser signs the contract, or until midnight of the first business day after the sale, whichever occurs first, by which time it is the obligation of the new owner to arrange permanent insurance if desired. You are invited to discuss specific coverage details and your insurance needs with one of our agents at: + 1-440-248-5330 or email info@jarvisinsurance.com.

All coverages are subject to the terms conditions and exclusions of the actual policy issued.

VI. TO BE CONSIDERED BEFORE PURCHASE

1. The buyer is recommended to carefully inspect the horse before purchasing it.

2. All horses are sold under the terms and conditions contained in the Regulations of the Pride of Poland and Summer Sale 2024 auctions. All changes and corrections to the data contained in the catalog are valid and are announced during the auction.

VII. RESPONSIBILITY FOR THE HORSES

1. All persons present at the event site throughout its duration remain there at their own risk. The auction organizer is not responsible for the safety of these people and their property during the event.
2. The owner of the horse is responsible for its safety and health from the moment the horse arrives at the auction site, throughout its stay until it is sold. After "fall of hammer" by the auctioneer or direct sale, all risk is transferred to the Buyer.
3. The Organizer is not responsible for any horse, any damage caused by it or any damage it may suffer while stationed at the Auction area.
4. The Organizer reserves the right to examine every horse arriving and stationed at the Auction area, to prohibit entry, and to order the isolation of any horse not eligible for sale without giving a reason.