

## **AUCTION TERMS AND CONDITIONS BABORÓWKO FOAL AUCTION 2024**

These Auction Terms and Conditions have been drawn up on the basis of the provisions of generally applicable law in the territory of the Republic of Poland.

The Auction Terms and Conditions define the general rules for participating in the Auction, including the Bidding and the conclusion of Transactions, on the Equibid website available at <http://www.equibid.pl>.

The Auction Terms and Conditions define the rights and obligations of Participants and other rules concerning the Auction.

The Auction Terms and Conditions are made available free of charge in a form which enables its downloading, recording and printing.

A condition of participation in the Auction is to be familiar with the content of the Auction Terms and Conditions and its acceptance. Participation in the Auction means acceptance of the Auction Terms and Conditions.

### **I. DEFINITIONS**

The terms used in the Auction Terms and Conditions shall mean:

#### 1.1. Electronic mail address

Designation of an electronic information and communication system enabling communication by means of electronic communication.

#### 1.2. Personal data

All information concerning an identified or identifiable natural person processed by the Provider for the purpose of proper provision of the Services specified in the Terms of Service, as well as for statistical purposes related to the operation of the Website.

#### 1.3. Terms and Conditions

Terms and Conditions of using Equibid website. The regulations are available at <https://equibid.pl>.

#### 1.4. Website

Equibid's IT solution managed by the Provider, within which the Auction Organiser organises and runs the Auction. Service is available at <http://www.equibid.pl>.

#### 1.5. Information and Communication System

A group of cooperating IT devices and software ensuring the processing and storage as well as sending and receiving data through telecommunication networks by means of a terminal device appropriate for a given type of network, within the meaning of the Act of 16 July 2004. Telecommunications Law (t.j. Dz.U. 2021.576 as amended).

#### 1.6. Means of electronic communication

Technical solutions, including ICT devices and software tools cooperating with them, enabling individual communication at a distance using data transmission between Information and Communication System, and in particular electronic mail.

#### 1.7. Personal data protection regulations

Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (Official Journal of the EU.L No. 119, p. 1) - otherwise known as "RODO / GDPR" and the Act of 10 May 2018 on the protection of personal data (Dz.U. 2018.1000 as amended).

## 1.8. Account

A separate part of the Website containing information and rights ascribed to the User, identified by a login and password.

### 1.8.1. Individual Account

Individual User Account created after Registration, by means of which he/she uses the content and Services of the Website.

### 1.8.2. Company Account

Company User Account created after Registration, by means of which he/she uses the content and Services of the Website in connection with his/her business or professional activity.

## 1.9. Registration

An action involving providing appropriate data, including Personal Data, which are required to create an Account by the User.

### 1.10. Registration Form

A form filled in by a User in order to create an Account on the Website.

### 1.11. Services

Services provided electronically by the Provider to the User via the Website, including: creating an Account, logging in, Account maintenance, making available content and materials concerning the Auction and related services or products, including participation in the Auctions, concluding Transactions.

### 1.12. User

A natural person with full legal capacity, a legal person, an organizational unit that is not a legal person, to which the law grants legal capacity, which concluded an agreement with the Provider for the provision of services electronically available on the site, under the terms of the Terms and Conditions and applicable laws.

### 1.13. Participant

(i) User who enters into an agreement with the Auction Organiser for access to the Auction organized and conducted by the Auction Organiser, and joins the Auction or (ii) a natural person with full legal capacity, a legal person, an organizational unit which is not a legal person and which is not granted legal capacity by the law, which is physically present in the place of the auction (On-Live Auction) and participates in it.

### 1.14. Service Provider

Manager of the Service Henryk Świącicki who runs sole proprietorship under the company name of HS Events Henryk Świącicki, Gąsawy ul. Parkowa 1, 64-500 Szamotuły, NIP: 7871211382.

### 1.15. Exhibitor

A natural person with full legal capacity, a legal person, an organizational unit which is not a legal person and to which legal capacity is granted by law, who submits to the Auction Organiser the Object for sale within the Auction, who concludes the Object sale agreement with the Buyer.

### 1.16. Buyer

The Participant participating in the Auction, being the successful Participant who has offered the highest price accepted by the Auctioneer, concludes sales agreement (buys) of the Object with the Exhibitor.

### 1.17. Auction Organiser

Manager of the Service Krystyna Świącicka who runs sole proprietorship under the company name of Pałac Baborówko Krystyna Świącicka, Baborówko ul. Parkowa 1, 64-500 Szamotuły, NIP: 7870016170

#### 1.18. Consumer

A natural person who makes a legal transaction with a trader which is not directly related to his/her commercial or professional activity.

#### 1.19. Entrepreneur with rights as a consumer

Natural person who enters into a contract directly related to his/her business activity, where the content of that contract indicates that it is not of a professional nature for him/her, arising in particular from the subject of his/her business activity made available on the basis of the provisions of the Central Register and Information on Business Activity.

#### 1.20. UŚUDE

Act of 18 July 2002 on provision of services by electronic means (t.j. Dz.U. 2020.344 as amended).

#### 1.21. Auction

A method of concluding sales agreements for Objects conducted in the form of a public auction, including one or more Bidding, consisting in the submission to the Auction Organiser under a fixed procedure of competitive bids by Auction Participants (bidders), in which the winning Participant, subject to a fall of the hammer, concludes a sales agreement (buys) the Object, unless the fixed procedure provides otherwise. The Auction is conducted in the online format, i.e. with the use of technology enabling mutual communication between the Auction Organiser and the User in real time or in a hybrid mode, i.e. additionally with simultaneous participation of persons physically present at the place of the auction (On-Live Auction).

#### 1.22. Auction Terms and Conditions

The terms and conditions which define the rules and procedure of organizing and conducting Auctions, including the conditions of participation in an Auction or specific Biddings, the conditions of concluding Transactions, the rights of the Auctioneer. It is made available to Participants free of charge in a form which enables its downloading, recording and printing. In the case of On-Live Auction, it is made available at the place where the Auction is conducted.

#### 1.23. Bidding

Method of concluding an agreement for the sale of an Object within an Auction, conducted in the form of a public auction involving a single Object, consisting of the submission to the Auction Organiser under a fixed procedure of competitive bids by Auction Participants (bidders), in which the winning Participant, subject to a knockdown, concludes an agreement for the sale (purchase) of the Object, unless the fixed procedure provides otherwise. Biddings are carried out in an online formula within an Auction, i.e. with the use of technology enabling mutual communication between the Auction Organiser and a User in real time.

#### 1.24. Object

#### 1.25. Foal

An object which is a young male or female horse up to the age of one year.

#### 1.26. Embryo

An object which is an animal embryo at an early stage of development.

#### 1.27. Semen

An object being semen collected from an animal for use in insemination, reproduction.

#### 1.28. Pregnancy

An object, being a future thing, being an embryo or foetus, developing in the course of pregnancy in the body of a female animal, aiming at parturition, and consequently at the formation (birth) of a young animal.

A thing, including an animal, or any other object offered by an Exhibitor for sale in an Auction.

#### 1.29. Auctioneer

The person conducting the Auction, including in particular announcing the start and end of the Auction, accepting submitted bids, indicating the winner of the Auction, deciding the order of submitted bids or other disputes concerning the Auction.

#### 1.30. Call Price

Amount for an Object at which a Bidding starts.

#### 1.31. Minimum Price

Amount for an Object which can be determined by an Exhibitor and which, if not achieved during a Bidding, results in not concluding a contract of sale of the Object. The Minimum Price is not public. The application and functioning of the Minimum Price within the framework of the Auction is defined in the Auction Terms and Conditions.

#### 1.32. Purchase Price

Amount for the Object established in the course of the Bidding, constituting the selling price in the object sales agreement concluded between the Buyer and the Exhibitor, confirmed by the Auctioneer's pledge, increased by the due value added tax (VAT) - if applicable.

#### 1.33. Auction Fee

A fee constituting 7% (say: seven percent) + VAT of the Purchase Price, being the remuneration of the Auction Organiser from the Buyer for the organised and conducted Auction.

#### 1.34. Final Fee

Amount being the sum of the Purchase Price, the Auction Fee, additional fees - if applicable and resulting from the Auction.

#### 1.35. Transaction

Agreement for the sale of an Object concluded between a Buyer and an Exhibitor as a result of a Bidding.

#### 1.36. Increment

Amount by which the price of the Object will change during the Auction.

#### 1.37. Bid

Submission of an offer to conclude a contract of sale (purchase) of the Object by the Participant participating in the Bidding.

#### 1.38. Catalogue

Document prepared by the Auction Organiser on the basis of data and information on particular Objects provided by the Exhibitors of such Objects, containing description of the Objects.

## **II. GENERAL PROVISIONS**

2.1. The following Auction Terms and Conditions define:

2.1.1. the rights and obligations of the Participant, the User, the Exhibitor, the Auction Organiser concerning or related to the Auction,

2.1.2. the principles of participation in the Auction.

2.2. The Participant is obliged to respect the provisions of the Auction Terms and Conditions from the moment of its acceptance.

2.3. The Auction is conducted in the mode of On-Live Auction, that is, within the Website and also with simultaneous participation of persons physically present at the place of the Auction.. All information contained in the Website is for reference only and does not constitute an actual offer, unless the published information clearly indicates otherwise.

2.4. The Auction Organiser reserves the right to change, withdraw, cancel or modify the Auction before it starts and to perform all legal actions allowed by the current legislation. Changes do not affect the acquired rights.

### **III. TERMS OF PARTICIPATION IN THE AUCTION**

3.1. The Auction is conducted in the form of On-Live Auction, within the Website, via Internet and also with the simultaneous participation of persons physically present at the place of the Auction. The requirement for participation in the Auction in a manner other than the Website is the physical, direct presence in the place of the Auction. The technical requirements necessary to participate in the Auction within the Website are as follows:

3.1.1. connection to the Internet through a terminal device,

3.1.2. internet browser enabling the participation in the Auction by means of a terminal device,

3.1.4. having an active Account on the Website.

3.2. In order to properly participate in the Auction it is recommended to have an Internet connection with a speed of at least 10 Mb/s, to use a terminal device with the ability to play video and sound. Otherwise it may not be possible to participate in the Auction.

3.3. The quality of the Auction transmission may depend on the Internet connection and the final device used by the Participant.

3.4. The Auction Organiser reserves that participation in the Auction via the Website may involve the standard risks associated with the use of the Internet. It is recommended that the Participant undertake appropriate actions to minimize them. The Auction Organiser reserves that participation in the Auction through physical, direct presence at the Auction site may involve the standard risks associated with being in the presence of animals, may involve the obligation to comply with the rules for staying at the Auction site imposed by the site manager or the Auction Organiser.

3.5. The Auction Organiser establishes the Auction Terms and Conditions. The Auction Organiser determines the terms and conditions of participation in the Auction, including the possibility of making the participation in the auction subject to additional conditions, for example additional verification of the Participants, the payment of a deposit. The condition of participation in the Auction by the Participant is the acceptance of the Auction Terms and Conditions. Participants who have not been positively verified by the Auction Organiser may not be admitted to the Auction.

3.6. The Auction Organiser may record the course of the Auction by means of audio or video recording equipment.

### **IV. TERMS AND CONDITIONS OF THE AUCTION**

4.1. The Auction is conducted in accordance with the Auction Terms and Conditions.

4.2. The Auction Terms and Conditions determines the rights and obligations of the Participants and other principles concerning the Auction. The Auction Terms and Conditions is made available free of charge in a form which allows its downloading, recording and printing. Participation in the auction means acceptance of the Auction Terms and Conditions.

4.3. The Auction Organiser provides services in accordance with the Auction Terms and Conditions.

4.4. In order to participate in the Auction via the Website the User should have the Account on the Website and accept the Auction Terms and Conditions. Physical, direct presence at the Auction site is required to participate in the Auction other than via the Website.

4.5. The Auction Organiser may provide the Catalogue. The Catalogue does not constitute an offer within the meaning of the generally applicable law and is for information purposes only.

4.6. User data which allow logging into the Account, and thus participation in the Auction via the Website, are confidential. The User may not make this data available to third parties.

4.7. It is not allowed to share the Account with third parties. The Auction Organiser is not responsible for the use of the login data of the User by the third parties. All actions taken from the Account of the Participant are recorded as the actions of the Participant. The User is responsible for making his Account available to third parties.

4.8. The Participant agrees that in the framework of the online data transmission the time needed to send data and receive feedback may depend in particular on the capacity of the Internet connection used by the Participant, and therefore the Service Provider or the Auction Organiser may receive data or information with a delay.

4.9. The Auction Organiser organizes and conducts the Auction, including the disclosure of Objects, Increments, Bids, Call Prices.

4.10. The Auction begins on 09.08.2024 at 20.30. The place where the Auction takes place is Baborówko, Parkowa 1.

4.11. The Auction is conducted in English.

4.12. Auction prices are given in EURO currency.

4.13. The Auction Organiser decides the order in which the Objects will be put up for the Auction.

4.14. Minimum Prices apply within the Auction. The Objects may be subject to a Minimum Price. Failure to reach the Minimum Price of the Object during the Auction shall result in not concluding the Object Transaction. The Minimum Price is not public. The Auctioneer shall inform about not reaching the Minimum Price and not concluding a Transaction.

4.15. Data and information concerning the Auction shall be provided by the Auction Organiser.

4.16. The Auctioneer is appointed by the Auction Organiser.

4.17. Cooperation with the Exhibitor within the framework of the Auction shall be carried out by the Auction Organiser, unless the Auction Terms and Conditions state otherwise.

4.18. In all matters related to the Auction you should contact directly the Auction Organiser, unless the Auction Terms and Conditions state otherwise.

4.19. Registration for an Auction via the Website by the User is done by accepting the Auction Terms and Conditions. Participants participating in the Auction through physical, direct presence at the Auction site do not need to register before the Auction..

4.20. Participation in the Auction means acceptance of the Auction Terms and Conditions. Participation in the Auction via the Website means any action which leads to a review of the content presented within the framework of the Auction. Participation in the Auction by physical, direct presence at the Auction site means any manifestation of activity in the Auction, including but not limited to the Bid. Participation in the Auction can take place only under the terms of the Auction Terms and Conditions. By accepting the Auction Terms and Conditions the User agrees to all the provisions contained therein and undertakes to comply with them, including the payment of the Auction Fee.

4.21. The Participant undertakes to participate in the Auction, including the Bidding, in accordance with the law, rules of social coexistence. The Buyer undertakes to exercise the utmost diligence to complete the Transaction, including payment of the Purchase Price, receipt of the Object.

4.22. For the purpose of participation in the Auction or in connection to participation in the Auction the User or the Participant may be obliged to make available to the Auction Organiser the following personal data: first name, surname, e-mail address, Account login (applies to users of the Website), telephone number, address of residence, PESEL, NIP, company name, IP number (applies to users of the Website) of the device and other necessary. The aforementioned data are necessary for participation in the Auction, handling of the Transaction.

4.23. By providing the data, including Personal Data, the User or the Participant declares that:

4.23.1. they are correct, complete and factually correct,

4.23.2. they do not infringe rights of third parties, the User or the Participant is entitled to dispose of the data,

4.23.3. he/she is entitled to participate in the Auction, to conclude the Transaction,

4.23.4. he/she is acquainted with the contents of the Auction Terms and Conditions and he/she undertakes to comply with its provisions.

4.23.5. he/she is familiar with the information clause made available by the Auction Organiser.

4.23.6. if the User and/or the Participant has granted a power of attorney - the power of attorney has been properly and effectively granted, authorizes at least to participate in the Auction, conclude the Transaction.

4.24. The Auction Organiser reserves the right to verify the data provided by the User or the Participant, including their veracity and completeness.

4.25. The User or The Participant is obliged to update the provided data, including Personal Data, in particular in case of their change.

4.26. The Auction Organiser will provide more information on the principles of Personal data processing in the fulfilment of the obligation to provide information.

4.27. The Bid submitted by the Participant or the Transaction concluded by the Buyer, whose Account is removed or suspended before the end of the Bidding, shall cease to be binding. Information about the deletion or suspension of the Account is made visible in the course of the Auction.

4.28. The Auction is not an On-Live Auction. The site enabling physical participation of the Participant is an area designated by the Auction Organiser on the premises located at the following address Baborówko, Parkowa 1.

4.29. The On-Live Auction requires coordination of the activity of Participants participating via the Website and participating in the Auction through physical, direct presence at the Auction site, which may affect the flow of the Auction, will be taken into account by the Auction Organiser and the Auctioneer.

4.30. Pictures or videos of the Objects or information about the Objects placed in connection with the Auction are for information purposes only.

4.31. The Auctioneer conducts the Auction, and in particular announces the start and end of the Auction, the start and end of the Bidding, coordinates the activity of Participants participating via the Website and participating in the Auction through physical, direct presence at the Auction site, accepts the Bids submitted during the Bidding, indicates the Increments, indicates the winner of the Bidding, decides on the sequence of bids submitted or other disputes concerning the Auction, including individual Biddings. The Auctioneer may withdraw the Object from the Auction without stating the reason, also during the Auction.

4.32. Bidding within the Auction shall start up to the Call Price. During the Bidding the Participant may place Bids on the Object. The Participant participating in the Auction within the Website submits the Bids via the Website. A Participant participating in the Auction through physical, direct presence at the Auction site submits the Bids by raising a his hand or Catalogue.

4.33. During the Auction the following Increments are valid: up to EUR 20,000 - EUR 500; above EUR, above EUR 20,000 - EUR 1,000.

4.34. In case of placing two or more Bids of the same amount, priority is given to the Bids placed earlier.

4.35. In case of an error or dispute over the course or outcome of the Bidding, the Auctioneer may order a re-run of the Bidding. In such an event the previous Bidding shall be cancelled, cease to be binding and be ineffective, and the Auctioneer shall carry out a new Bidding.

4.36. The Object is offered within the framework of the Bidding in its present condition at the time of the Bidding. The Participant is advised to inspect the Object carefully before starting the Bidding. The Auction Organiser may make it possible to inspect the Object at the following place: Baborówko, Parkowa 1 or any other place indicated by the Auction Organiser. The Auction Organiser may perform a preview of the Objects before the start of the Auction, at the place and time indicated by the Auction Organiser. Participation in the Auction within the Service does not justify not conducting an inspection - the inspection may be conducted regardless of participation in the Auction within the Service, including in person or by authorized representative.

4.37. The Object offered within the framework of the Bidding is put up for sale by the Exhibitor. The Auction Organiser is not a party to agreements concluded between the Participant and the Exhibitor, in particular to the Object Transaction or other agreements concerning the Object.

4.38. In accordance with the Exhibitor's statement, the Object is the exclusive property of the Exhibitor, is free from legal defects, is not encumbered with third parties' rights or claims, is not seized in court or administrative security or enforcement proceedings, no dispute is pending regarding the Object, there is no pre-emptive or priority right to the Object, the Object does not form part of a bankruptcy estate or restructuring estate, remains in the undisturbed possession of the Exhibitor, is not the subject of a preliminary agreement.

4.39. According to the Exhibitor's statement, the Exhibitor accepts the Auction Terms and Conditions and undertakes to comply with them.

4.40. The Bid placed by the Participant binds that Participant. The Bid submitted by a given Participant ceases to bind that Participant when another Participant submits a more favourable Bid. The moment of concluding the Transaction is the knockdown by the Auctioneer. A Transaction is concluded between the Buyer and the Exhibitor. The conditions of concluding the Transaction are set by the Exhibitor with the participation of the Auction Organiser and accepted by the Participant. The Transaction is concluded on the terms and conditions specified in the Auction Terms and Conditions. The Transaction is concluded for the Purchase Price, unless the Auction Terms and Conditions provide otherwise. By concluding the Transaction the Buyer undertakes to pay the Purchase Price and to collect the Object. Delivery or collection of the Object after the Transaction, transfer of ownership and others shall take place on the basis of the Auction Terms and Conditions. If the Buyer is the Participant taking part in the Auction through his physical, direct presence in the Auction place, he is obliged, immediately after the Transaction, to confirm the Transaction in writing, containing the indication of the Object, the Transaction, the Purchase Price, data necessary to identify the Buyer, the authorized person's legible signature, including in particular (i) if the Buyer is a natural person - name, surname, registered address, residential address - if different from the registered address; (iii) if the Buyer is a legal person or an organisational unit which is not a legal person and is granted legal capacity under the law - the company name with an indication of the legal form, registered office, address, KRS number, NIP, REGON, the basis of authorisation to act for the Buyer or on behalf of the Buyer together with an indication of the function of the person representing the Buyer; if the Buyer acts through a representative - the representative must present an appropriate power of attorney executed in writing, in writing with signatures certified by a notary public, or in the form of a notarial deed; the Buyer or the person representing the Buyer must present a document confirming his identity (an ID card, passport, driver's license);

In case the Buyer participating in the Auction by his physical, direct presence fails to do the above immediately after the knockdown, but not later than within 10 (in words: ten) minutes from the moment



of the knockdown of the Transaction by the Auctioneer, the Exhibitor can withdraw from the Transaction, it shall be deemed not concluded, and the Object may be put up for the Bidding again within the Auction, at the Auctioneer's discretion.

If the Buyer is a Participant participating in the Auction through the Website, he/she is obliged to make the confirmation payment in the amount of EUR 500 (in words: five hundred) immediately after the Transaction. The payment shall be made by the Website.

In the event that the Buyer participating in the Auction through the Website fails to make the aforementioned payment immediately after knockdown of the Transaction, but no later than 20 (in words: twenty) minutes after the Auctioneer knocks down the Transaction, the Exhibitor can withdraw from the Transaction, it shall be deemed not concluded, and the Object may be put up for the Bidding again within the Auction, at the Auctioneer's discretion.

4.41. By concluding the Transaction the Buyer undertakes to pay the Auction Fee to the Auction Organiser.

4.42. Immediately after the Transaction the Auction Organiser shall provide the Buyer with confirmation of the conclusion of the Transaction, data for the execution of the payment of the Final Fee and other data concerning the Bidding, the Object and the Exhibitor.

4.43. The Buyer undertakes to pay the Final Fee, including Purchase Price, for the Object within 7 days from the day of the Transaction.

4.44. The Buyer undertakes to pay the Auction Fee within 7 days from the day of the Transaction.

4.45. The payment of the Purchase Price shall be made in EUR currency (or in PLN currency in the amount of PLN established on the basis of the conversion of the Purchase Price according to the EUR to PLN exchange rate from Table A of the average exchange rates of the National Bank of Poland valid for the day of the Transaction) to the bank account number indicated by the Exhibitor. The Auction Organiser may be authorised by the Exhibitor to collect the Purchase Price, the Buyer shall be informed thereof immediately after the Transaction is concluded.

4.46. The payment of the Auction Fee shall be made in EUR currency (or in PLN currency in the amount of PLN established on the basis of the conversion of the Auction Fee according to the EUR to PLN exchange rate from Table A of the average foreign exchange rates of the National Bank of Poland valid for the day of the Transaction) to the bank account number indicated by the Auction Organiser.

4.47. In the event of delay in payment of the Purchase Price, the Exhibitor shall be entitled to receive interest in the amount resulting from the applicable provisions of the generally applicable law.

4.48. If the Buyer fails to pay all or part of the Purchase Price within 7 days from the date of the Transaction, the Exhibitor shall be entitled to withdraw from the Transaction within 14 days from the date of expiry of the deadline for payment of the Purchase Price. . In the event of renunciation of the Transaction pursuant to the preceding sentence, the Buyer shall pay to the Exhibitor a contractual penalty in the amount of 20% (in words: twenty percent) of the Purchase Price for renunciation of the Transaction for reasons for which the Buyer is responsible. The Buyer shall be obliged to pay the contractual penalty within a maximum period of 7 (in words: seven) days from the date of receipt of the relevant payment note or demand for payment from the Exhibitor. The Exhibitor will also have the right to claim damages in excess of the amount of the contractual penalties, on general terms.

4.49. The transfer of the ownership to the Object from the Exhibitor to the Buyer shall take place at the time of payment of the entire Purchase Price. Any handing over of the Object to the Buyer prior to the transfer of the ownership right to the Object shall not be equivalent to the transfer of ownership.

4.50. The Exhibitor shall release the Object immediately, but no later than within 7 days of payment of the entire Purchase Price, provided that the Purchase Price has first been paid in full. The Buyer undertakes to collect the Object within this period following fulfilment of the reserved condition of payment of the entire Purchase Price. The collection and organisation of the collection of the Object is

the sole responsibility of the Buyer. The Exhibitor undertakes to cooperate with the Buyer in carrying out the collection of the Object.

4.51. The Exhibitor, if possesses, will issue the documents concerning the Object, i.e. in particular the horse's passport, immediately, no later than within 7 days from the date of payment of the entire Purchase Price, under the condition of prior payment of the Purchase Price in full. The Buyer undertakes to collect the documents relating to the Object within this period, after the reserved condition of payment of the entire Purchase Price has been fulfilled. The collection and organisation of the collection of the documents regarding the Object remains solely with the Buyer. The Exhibitor undertakes to cooperate with the Buyer in carrying out the collection of the documents regarding the Object.

4.52. If the Object is the Foal that is less than six months old, the delivery and collection of such Foal shall take place within 7 days of the Foal reaching the age of six months, provided that the Purchase Price has been paid in full. The Foal's date of birth is indicated in the information regarding the Foal. In such case, provided the full Purchase Price is paid in full, the cost of keeping, safekeeping, maintaining in good condition until the Foal is six months old shall be borne by the Exhibitor.

4.53. If the Object is the Pregnancy, the delivery and collection of the young animal resulting (born) from the pregnancy of the animal takes place within 7 days after such born animal has reached the age of six months, provided that the Purchase Price has been paid in full beforehand. The Exhibitor is obliged to inform the Buyer about the birth of the animal immediately, no later than within 5 days from the date of birth of the animal. In this case, subject to payment of the full Purchase Price, the cost of keeping, safekeeping, maintaining in good condition until the young animal created (born) as a result of the animal's pregnancy is six months old, shall be borne by the Exhibitor.

4.54. The cost of handing over and collection of the Object, including in particular the cost of transport, preparation for transport, shipment and insurance shall be borne by the Buyer. The place of collection and delivery of the Object shall each time be the address indicated by the Exhibitor on the territory of Poland.

4.55. In the case of a failure to collect the Object by the Buyer, with the exception of the Foal and Pregnancy, within 7 days from the date of payment of the entire Purchase Price, the Exhibitor shall be entitled to withdraw from the Transaction within 14 days from the date of expiry of the deadline of 7 days from the date of payment of the full Purchase Price.

4.56. In case of failure to collect the Foal or, if the Object is the Pregnancy, failure to collect a young animal created (born) as a result of the animal's pregnancy within 7 days from the day on which such foal or young animal is six months old, the Exhibitor shall be entitled to withdraw from the Transaction within 14 days from the expiry of the deadline of 7 days from the day on which the animal is six months old.

4.57. In case of failure to pay the entire Purchase Price or failure to collect the Object, the costs relating to the Object, in particular the cost of keeping, safekeeping, maintaining in good condition, shall be borne by the Buyer.

4.58. If the Buyer is not a Consumer, the risk of accidental loss of or damage to the Buyer shall pass to the Buyer upon payment of the entire Purchase Price. The delivery of the Object shall be deemed to be the handing over of the Item by the Exhibitor to the carrier if the Exhibitor had no influence on the selection of the carrier by the Buyer.

4.59. If the Buyer is a Consumer, the benefits and burdens related to the Object, as well as the danger of accidental loss or damage of the Object shall be transferred to the Buyer at the moment of handing over the Object to the Buyer. The handing over of the Object shall be deemed to be its entrusting by the Exhibitor to the carrier if the Exhibitor had no influence on the selection of the carrier by the Buyer.

4.60. The Buyer's rights under the warranty for physical defects of the Object shall be excluded - this provision shall not apply if the Buyer is a Consumer. In each case in which the previous sentence shall not apply, it shall be deemed that the Object is a pre-owned movable item and pursuant to Article 568

§ 1 second sentence of the Civil Code, the liability of the Exhibitor shall be limited to one year from the date of delivery of the Object to the Buyer.

4.61. According to the Exhibitor's statement, the Object, excluding the Embryo, Pregnancy, Semen, has undergone a health examination by a veterinarian regarding the general condition of the Object, the digestive system - correct dental bite, the genitourinary system. The examination protocols are available for inspection from the Auction Organiser upon prior request by the Participant.

## **V. RIGHTS AND OBLIGATIONS OF THE AUCTION ORGANISER AND THE USER OR THE PARTICIPANT**

5.1. It is not allowed to participate in the Auction for the purpose of violating generally applicable laws or to the detriment of third parties. The Participant undertakes to participate in the Auction in a manner consistent with the Auction Terms and Conditions, the law in force, as well as in a manner not violating the rights of the Auction Organiser and the rights of third parties, from the moment of the first action related to the participation in the Auction.

5.2. When participating in the Auction, the Participant should, in particular:

5.2.1. refrain from any conduct that may impede or disrupt the course of the Auction, the functioning of the Website, refrain from any conduct, including the provision of content, of an unlawful nature, contrary to the law, morality, violating the rights, including personal rights, of third parties or legitimate interests of the Auction Organiser;

5.2.2. to refrain from any conduct detrimental or violating the rights of other Participants.

5.3. It is prohibited to conduct, in particular, impersonating any person or entity or falsely stating or otherwise misrepresenting their affiliation with a person or entity, transmitting, storing or making available content or code containing software viruses, malicious code, malicious software or any components aimed at damaging or limiting the course of the Auction or the functionality of the Website, disrupting or preventing another Participant from participating in the Auction.

5.4. In case of stating that the Participant commits an unlawful activity, and in particular the actions hindering or destabilizing the course of the Auction or the functioning of the Website, the Auction Organiser is entitled to suspend the possibility of the Participant's participation in the Auction, to report the action in question to the competent authorities.

5.5. Participant acknowledges that any action involving an attempt to disrupt the course of the Auction or destabilize the Website may be considered a crime under the provisions of the Penal Code.

## **VI. LIABILITY**

6.1. The Auction Organiser is not responsible for the reliability, availability, uninterrupted operation of the Website and the consequences caused by the malfunction.

6.2. The Auction Organiser is not responsible for the content placed within the Website commercially, on the basis of reciprocity or not serving to achieve a commercial effect.

6.3. The Auction Organiser is not liable for the damages arising from the removal of the User Account which violates the provisions of the Terms and Conditions.

6.4. The Auction Organiser is not liable for any damage caused to third parties as a result of the use of the Website by the User in a manner contrary to the Terms and Conditions or the law.

6.5. The Auction Organiser is not liable for the loss of data by the User due to external factors or other circumstances beyond the control of the Auction Organiser.

6.6. The Auction Organiser is not liable for damages arising due to the lack of continuity of the delivery of the Services resulting from circumstances for which the Auction Organiser is not responsible, in particular force majeure, acts and omissions of third parties.

6.7. The Auction Organiser is not responsible for providing incomplete or false data, including Personal Data, by the User or the Participant.

6.8. The Auction Organiser is not liable for providing incomplete or false data, including Personal Data, by the Exhibitor.

6.9. The Auction Organiser is not liable for providing by the Exhibitor incomplete or false data of the Object.

6.10. The Auction Organiser is not liable for the User's or the Participant's actions or omissions contrary to the provisions of these Auction Terms and Conditions.

6.11. The Auction Organiser is not liable for problems in the use of the Website, including the participation in the Auction, by the User related to Internet access by entities other than the Auction Organiser .

6.12. The Auction Organiser is not liable for the Terms and Conditions, behavior or improper execution, non-execution or performance of contracts concluded by the Service Provider, data and information related to the Website, and not related to the organization and conduct of the Auction.

6.13. The Auction Organiser is not liable for the actions of Users, Participants, Exhibitors or for the improper execution, non-execution or performance of the Transactions, including the payment of the Purchase Price, handing over or collecting the Object. The Auction Organiser does not guarantee that the Exhibitor and the Buyer are entitled or capable of concluding and performing the Transaction, solvent, that they have provided true and accurate data or information.

6.14. The Auction Organiser is not liable if the Object is not compliant with the Exhibitor's statements or information obtained from the Exhibitor.

6.15. The Auction Organiser is not liable for the Object, including legal or physical defects in the Object, quality, safety or legality.

6.16. The Auction Organiser is not liable for non-performance or improper performance of its obligations if the cause was Force Majeure. Force Majeure means an exceptional event of an extraordinary nature with the following cumulative characteristics: a) beyond the Auction Organiser's control, b) against which the Auction Organiser could not reasonably protect itself, c) which the Auction Organiser could not foresee, avoid or overcome. In particular, this term means war or any other act of a military nature, including assassinations, acts of terror, uprisings, civil war, hybrid or cyber war, invasion, mobilisation, embargo, strikes (except strikes in the Auction Organiser's company), nuclear explosion, radioactive contamination, civil unrest, fire, flood, driving rain or other natural disasters, power failures (the so-called "blackout"), etc., which objectively prevents or significantly limits the Auction Organiser from performing its obligations.

## **VII. PERSONAL DATA PROTECTION AND AN IMAGE**

7.1. The Auction Organiser defines the principles of the processing of personal data in connection with the participation in the Auction by placing an information clause, indicating in particular the data of the controller, contact details, purposes and basis of the processing of User or Participant data, the storage period, information about the realization of rights.

7.2. The Auction Organiser in connection with the USUDE as the data controller is entitled to process the User's or Participant's Personal Data in order to provide the services indicated in the Auction Terms and Conditions. Verification of the identity of the User or the Participant and the declared purpose of participation in the Auction, as well as processing of the complaint concerning the provided service and

clarification of the circumstances of the unauthorized use of the services take place within the legally justified interest of the Auction Organiser.

7.3. For the purpose of providing services to the User or the Participant, the User or the Participant may be obliged to provide the Auction Organiser with the following personal data: name, surname, e-mail address and login of the Account, telephone number, address of residence, PESEL, NIP, company name, IP device and other necessary. The aforementioned data are needed to provide the services, to participate in the Auction, to execute the Transaction, to ensure the safety of using the services, to handle the User's or the Participant's enquiries in connection with the participation in the Auction.

7.4. In order to properly submit a complaint, the User or the Participant should provide at least the following Personal Data: first name, surname, company, mailing address (in case you want to receive a reply to the complaint in writing) or e-mail address (in case you want to receive a reply to the complaint by e-mail).

7.5. Moreover, the Auction Organiser processes exploitation data in terms of IP address for the implementation of improvements in the Auction, as well as for statistical purposes.

7.6. The Auction Organiser ensures the security of the Personal Data, because he uses physical, organisational and hardware protection measures necessary to ensure the security of the processed Personal Data. The Auction Organiser complies with all the requirements set out in the Personal Data Protection Regulations. Moreover, the Auction Organiser provides technical measures to prevent unauthorized persons from obtaining and modifying personal data sent electronically.

7.7. Information concerning the processing of your personal data by the Auction Organiser is defined in the relevant information clause.

7.8. The User or the Participant has the right to file a complaint to the President of the Office for Personal Data Protection, if he considers that the processing of Personal Data violates the Personal Data Protection Regulations.

7.9. Personal Data shall be processed in accordance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (Official Journal of the EU L No. 119, p. 1) - otherwise known as "RODO / GDPR" and the Act of 10 May 2018 on the protection of personal data (Dz.U. 2018.1000 as amended).

7.10. The Auction Organiser shall record the course of the Auction for the purposes of documentation, promotion, advertising of the Auction and other undertakings of the Auction Organiser. The image of persons participating in the Auction or staying at the site of the Auction may be recorded and subsequently disseminated for documentation, reporting, advertising and promotional purposes. By participating in the Auction or staying at the site of the Auction, a person agrees that his/her image may be processed free of charge and that the Auction Organiser may take photos and record films with his/her participation free of charge, that his/her image may be recorded free of charge, and that his/her image may be used and disseminated free of charge while preserving and respecting the dignity of the person to the extent indicated in the preceding sentence. Pursuant to Article 81(2)(2) of the Act of February 4, 1994 on Copyright and Related Rights, no permission is required to disseminate the image of a person who is only an element of a larger whole, such as a gathering, landscape, or public event.

## **VIII. INTELLECTUAL PROPERTY**

8.1. The Auction content is protected by intellectual property rights.

8.2. All rights to the Auction, including the copyrights, rights to the name, published or posted materials, belong to the Auction Organiser or third parties.

8.3. Photos made available within the Auction on the Website, including photos of the Objects, are made available by the Auction Organiser.

8.4. The User or the Participant acknowledges that without the consent of the Auction Organiser the User is not entitled to make available to third parties the works, names, trademarks or word and graphic indications distributed in connection with the Auction, in whole or in part, or to develop a similar work, name, trademark or word and graphic indication.

## **IX. ENTERING AND TERMINATION OF THE CONTRACT**

9.4. The Auction Organiser is entitled to terminate the contract concluded with the User or the Participant in the situation:

9.4.1. violation by the User or the Participant of important provisions of the Auction Terms and Conditions or provisions of generally applicable law,

9.4.2. the User or the Participant has provided false, fictitious or outdated Personal Data,

9.4.3. using the Auction for purposes which are against its purpose or to the detriment of third parties,

9.4.4. hindering or destabilizing the Auction.

9.5. In cases referred to in point 9.4, the Auction Organiser will inform the User or the Participant by e-mail, to the e-mail address provided by the User or the Participant, or directly during the Auction, about the exclusion from the Auction, along with the reason.

## **X. COMPLAINT PROCEDURE**

10.1. The User or the Participant has the right to submit complaints in matters concerning the Auction.

10.2. The User's or the Participant's complaints can be submitted in electronic form to the address [auctions@baborowko.pl](mailto:auctions@baborowko.pl) or in writing to the address of the Auction Organiser.

10.3. Complaints are examined by the Auction Organiser.

10.4. A properly submitted complaint should include at least the following Personal Data of the User or the Participant: name, surname, correspondence address (in case of a desire to receive a reply to the complaint in writing) or e-mail address (in case of a desire to receive a reply to the complaint by e-mail) and the subject of the complaint, together with a description.

10.5. The Auction Organiser will examine the complaint within 14 days of its receipt.

10.6. In case of inability to examine the complaint within the period referred to in point 10.5 the Auction Organiser will inform you about this fact together with the reason via e-mail.

10.7. The Auction Organiser reserves the right to leave the complaint without examination, if it results from the lack of knowledge of the provisions of the Auction Terms and Conditions.

## **XI. FINAL PROVISIONS**

11.1. The Auction Terms and Conditions are valid from July 1st 2024.

11.2. The current Auction Terms and Conditions is available to the User at <https://auctions.baborowko.pl>.

11.3. The Auction Organiser will make available the content of the present Auction Terms and Conditions in a way which makes it possible to obtain, reproduce and record it by means of an information and communication system which is used by the User. In case of On-Live Auction the Auction Terms and Conditions are available at the place of the Auction.

11.4. The Auction Organiser reserves the right to change the provisions of the Auction Terms and Conditions at any time, without having to justify the reasons to the User nor the Participant, subject to the paragraph below.

11.5. The Auction Organiser commits himself to inform the User or the Participant about changes made in the Auction Terms and Conditions by placing the unified text of the Auction Terms and Conditions on the Website.

11.6. Changes made in the Auction Terms and Conditions come into force on the date of making the content of the changed Auction Terms and Conditions available in the Website.

11.7. In case referred to in point 11.4 the User or the Participant has right to resign from participation in the Auction immediately after obtaining information about changes in the provisions of the Auction Terms and Conditions by informing the Auction Organiser electronically. Resignation from the participation in the Auction does not affect the contracts concluded with third parties, in particular the Transaction. Failure to inform the Auction Organiser about the resignation from the participation in the Auction means that the User or the Participant has accepted the amended Auction Terms and Conditions.

11.8. The Auction Terms and Conditions do not exclude or limit any rights of the User or the Participant who is a Consumer or Entrepreneur on the rights of a consumer, which they are entitled to under mandatory provisions of law. In the event of a conflict between the provisions of the Auction Terms and Conditions and the mandatory provisions of law, which grant certain rights to Users or Participants who are Consumers or Entrepreneurs on consumer rights, these provisions of law shall prevail.

11.9. The User who is a Consumer or Entrepreneur on the rights of a consumer has the right to withdraw from the agreement as a remote agreement within 14 (fourteen) days from its conclusion without giving any reason in cases permitted by generally applicable law.

11.10. Pursuant to Article 38 of the Act of 30 May 2014 on Consumer Rights (Dz.U.2020.287 t.j., as amended), the right to withdraw from a contract concluded off-premises or at a distance does not apply to the Consumer or the Entrepreneur on the rights of the Consumer in relation to contracts:

- 1) for the provision of services, if the Entrepreneur has performed the service in full with the express consent of the consumer, who has been informed before the performance, that after the performance by the Entrepreneur will lose the right to withdraw from the contract;
- 2) in which the price or remuneration depends on fluctuations in the financial market which the trader does not control and which may occur before the end of the withdrawal period;
- 3) in which the subject of the performance is a non-reproduced item, produced to the consumer's specification or serving to satisfy his individual needs;
- 4) in which the object of performance is an item that deteriorates rapidly or has a short shelf life;
- 5) in which the subject matter of the performance is an item supplied in a sealed package which cannot be returned after opening the package due to health protection or hygienic reasons, if the package has been opened after delivery;
- 6) in which the subject of the performance are things which after delivery, due to their nature, are inseparably connected with other things;
- 7) in which the subject of performance are alcoholic beverages, the price of which has been agreed upon at the conclusion of the sales contract, and the delivery of which may only take place after 30 days and the value of which depends on fluctuations in the market, over which the trader has no control;
- 8) where the consumer has explicitly requested the trader to visit him for the purpose of carrying out urgent repairs or maintenance; if the trader provides services in addition to those requested by the consumer or supplies items other than replacement parts necessarily used in carrying out repairs or maintenance, the consumer has a right of withdrawal in respect of those additional services or items
- 9) in which the subject matter of the supply is a sound or visual recording or computer software supplied in sealed packaging if the packaging has been opened after delivery;
- 10) a contract for delivery of newspapers, periodicals or magazines, except for a subscription contract;
- 11) concluded by way of a public auction;

12) for the provision of accommodation, other than for residential purposes, carriage of goods, car rental, catering, services related to leisure, entertainment, sports or cultural events, if the contract specifies the date or period for the provision of the service;

13) for the supply of digital content which is not recorded on a tangible medium if the performance has begun with the consumer's express consent before the end of the withdrawal period and after the trader has informed the consumer of the loss of the right of withdrawal.

11.11. Auctions, including Biddings, in which Users may participate using the Website, may be public auctions within the meaning of Article 2 item. 6 of the Act of 30 May 2014 on Consumer Rights (Dz.U.2020.287 t.j. as amended). Participants who participate in the Auction, including the Bidding, directly, being physically present, participate in a public auction within the meaning of Article 2 item. 6 of the Act of 30 May 2014 on Consumer Rights (Dz.U.2020.287 t.j. as amended). Pursuant to Article 38(11) of the same Act, Consumers or Entrepreneurs with consumer rights who are parties to an agreement concluded by public auction shall not have the right to withdraw from that agreement.

11.12. Any disputes arising under the Auction Terms and Conditions shall be resolved by a common court of the Republic of Poland, unless the generally applicable law provides otherwise. The User or the Participant who is a Consumer or Entrepreneur on the rights of a Consumer has the possibility to use the out-of-court ways of dealing with complaints and pursuing claims using the Provincial Inspectorates of Trade Inspection, Permanent Consumer Arbitration Courts operating at the Provincial Inspectorate of Trade Inspection, Consumer Ombudsmen, Consumer Federation, Polish Consumer Association. Information on how to access the aforementioned dispute resolution modes and procedures is available at: [http://www.uokik.gov.pl/spory\\_konsumenckie.php](http://www.uokik.gov.pl/spory_konsumenckie.php). The use of out-of-court modes of complaint handling and claim investigation is voluntary. This provision is for information purposes only and does not constitute an obligation on the part of the Auction Organiser to use out-of-court dispute resolution procedures.

11.13. In matters not covered by these Auction Terms and Conditions the personal data protection regulations, provisions of the UŚUDE and other provisions of Polish law shall apply.

11.14. If the Auction Terms and Conditions have been published in the Polish language version as well as other language versions, in case of any doubts concerning the interpretation of the contents of the Auction Terms and Conditions the text of the document in Polish shall prevail.