



ONLINE HORSE AUCTION TERMS AND CONDITIONS

Document applicable to the auction held at [oskmichalscy.pl](https://www.oskmichalscy.pl)

GENERAL

1. The auction is organised by OSK Michalscy.
2. The Seller is: Mateusz Michalski
e-mail: info@oskmichalscy.pl
telephone: 609 512 070
3. The auction is held online at: <https://www.oskmichalscy.pl/aukcja>.
4. The auction start and end dates and times are provided on the website.
5. The horse's sex, age, pedigree and description are provided in the listing. Descriptions of the horse's character, aptitude, level of preparation and future potential do not constitute a guarantee that any specific results will be achieved.

HEALTH

1. X-ray images are made available with the listing for each horse, except for breeding mares and yearlings.
2. Before submitting a bid, a participant may inspect the horse and, at their own expense, arrange an additional examination by a veterinarian of their choice, subject to prior agreement of the appointment date.
3. Once collection has been arranged, a clinical examination of the horse may be carried out no earlier than two days before collection or at the time of collection, commissioned by and at the expense of the Buyer.

BIDDING

1. Participation in the auction requires prior registration, which is free of charge. After registration, the participant receives an individual six-digit bidder code.
2. The bidder code is confidential. Bids submitted using the code are attributed to the person for whom the code was generated.
3. The auction is conducted in euro. The current price, minimum bid increment and minimum next bid are displayed for each horse.
4. Before confirming a bid, the participant should verify the selected horse and the amount entered. A confirmed bid is binding and may not be withdrawn or reduced at will.
5. Bids are ranked by amount. Where amounts are equal, the bid recorded earlier on the auction server takes precedence.

AUCTION RESULT AND RESERVE PRICE

1. The auction begins at a uniform starting price of EUR 2,000 for all horses (this amount is not the reserve price). A reserve price is set for each horse, below which the horse will not be sold. The reserve price may remain confidential.
2. The Buyer of the horse is the person who, at the close of the auction, has submitted the highest valid bid, provided that the reserve price set by the Seller has been reached.
3. If the reserve price has been reached:
 - a) the Seller undertakes to sell the horse to the auction winner;
 - b) the winner undertakes to purchase the horse, pay the full price and collect it on the agreed date, no later than seven days after the close of the auction.
4. The close of the auction with the reserve price reached constitutes the conclusion of a binding contract of sale.
5. After the auction, the Buyer is required to contact the Seller by e-mail.
6. If the reserve price is not reached, no contract of sale is concluded.

PAYMENT AND COLLECTION OF THE HORSE

1. The amount shown to the participant before final confirmation of the bid is the price payable.
2. The contract must be signed, the full price paid and the horse collected within seven days after the close of the auction.
3. The horse may not be released before the full amount due has been credited. Ownership of the horse passes to the Buyer once the full price has been paid.
4. Collection and transport are at the Buyer's expense. The Buyer undertakes to arrange transport at their own expense.
5. If payment is not made or the horse is not collected, the Seller will grant the Buyer an additional deadline. If that deadline expires without result, the Seller may withdraw from the contract, claim compensation for the loss incurred and reasonable horse maintenance costs, and block the Buyer from future auctions.

FINAL PROVISIONS

1. In the event of a serious failure, the Seller may extend, suspend, repeat or cancel the auction of a particular horse if the failure may have affected the result.
2. Once the auction has ended correctly and the reserve price has been reached, the Seller may not arbitrarily invalidate the result.
3. Submitting a bid constitutes acceptance of these Terms and Conditions.
4. Matters not regulated herein are governed by Polish law. Disputes shall be resolved by the courts having jurisdiction under the applicable laws.