CONDITIONS OF TENDER FOR HORSES
OFFERED FOR SALE – October 15, 2026
JANÓW PODLASKI STUD

I. GENERAL CONDITIONS

1. The Conditions specify the detailed terms and conditions of the tender for the sale horses, owned by Janów Podlaski Stud.
2. The Organizer of the tender is Janów Podlaski Stud with its seat in Wygoda 3, 21-505 Janów Podlaski, referred to hereafter as "the Stud".

II. DATE OF TENDER AND ANNOUNCEMENT

1. The tender will take place on October 15, 2026 (Thursday). Offers will be open at 12:30 PM.
2. Open stables from 9:00 AM on the day of the tender.
3. The list of horses for sale is published in the form of a list on the Stud's website. The reserve price will not be published.
4. Horses published on the sales list may be shown to potential buyers only by a Stud's authorized employee during the working hours of employees handling the horses and after prior consultation with the Stud's employee responsible for the horse breeding department. The presentation of the horse does not include mounting and riding on horseback.

III. PARTICIPATION IN THE TENDER

1. Participation in the Sale in the capacity of Buyer is open to natural persons having full legal capacity, legal persons and organization entities within the meaning of article 331 of the Civil Code.
2. Persons entering the Tender as a Buyer declare in writing, that they have read these Conditions and accept the terms contained therein.
3. The sale of horses will be carried out in the form of a written tender (with written applications).
4. Persons wishing to enter the Tender as a Buyer who have any outstanding obligations towards Janów Podlaski Stud, do not have the right to participate in the tender, unless by the date of the tender at the latest they will settle all existing liabilities together with the costs associated with them.
5. The Tender Committee has the right to not accept a purchase offer, without giving a reason.
6. The stud reserves the right to withdraw a horse from the Tender both before and during the tender without giving a reason.
7. The selling price, being the highest bid accepted by the Tender Committee, is the net price expressed in PLN and will be increased by VAT at a rate of 8%.
8. The VAT amount referred to in the previous point will be reimbursed to the Buyer who:
   - has a VAT registration number for the European Union and will confirm intra-Community horse transport,
   - presents export documents confirming the export of the sold horse outside the European Union, provided that the export procedure begins in Poland and ends within 2 months from the day of full payment for the sold horse.

IV. FORM AND DEADLINE FOR SUBMISSION OF THE OFFER

1. The organizer does not charge a deposit for the submitting of an offer.
2. The submitted bid should contain the name, surname, company (name), address or residence of the bidder, name of the horse concerned, the proposed net price in PLN for the horse.
3. The basic selection criterion is the offered purchase price.
4. In the event that two or more equivalent offers are submitted, the horse in dispute will be submitted to an additional oral auction, starting from the price achieved. The buyer becomes the person who offers the highest price in a tender conducted verbally.
5. The buyer of the horse becomes the person offering the highest price, provided that the reserve price has been reached. In the event that the reserve price is not reached, the Organizer has the right, after the opening of the bids, to conduct a public oral bidding overtime and sell the horse if the commission finds that the offered price is satisfactory.
6. In the event of sending only offers below the reserve price for any of the horses, the Organizer reserves the right to consider them by the appointed Tender Committee. The final decision regarding the conclusion of the contract

for the sale of a given horse, for a price lower than the reserve price, rests with the Stud Board, which has the right to choose such an offer or not to accept any of the offers.

7. The application should be sent on the offer form attached to these Regulations with the annotation: ***"Written offer – tender – October 15, 2026".***

8. The offer can be submitted by:

   a) traditional postal service:
   Stadnina Koni Janów Podlaski Sp. z o. o.
   Wygoda 3
   21-505 Janów Podlaski

   or

   b) by email to special address: janowsale@skjanow.pl
   Please do not send offers to the stud's general address!!!!

9. The deadline for submission of offers expires on October 15, 2026 at 12:00 PM. (in each of the above cases, the date of actual delivery of the offer to the Stud's headquarters decides).
10. The bids will be opened by the Tender Commission on October 15, 2026 at 12:30 PM in the Stud's office.
11. Information about the selection of the offer will be provided to the bidders via e-mail to the address indicated on the offer form or by phone.

V. CONDITIONS AND RECOMMENDATIONS FOR THE BUYER

1. **The buyer is obliged to:**
   - provide accurate personal data and present ID or registration data confirming running a business,
   - signing and submitting to the Organizer the purchase agreement received via e-mail to the address indicated on the offer form or at the Organiser's seat on the day of the tender, immediately after the Organizer accepts the submitted offer for the purchase of a given horse, which is tantamount to its conclusion and obligation to comply with the provisions contained in it.
   - pay the total contract value to the Organizer's bank account within 14 days from the date of the bid being accepted (applies to Polish and European Union buyers) or within 14 days from the date of obtaining the results of veterinary tests enabling the horse to be sent abroad (applies to buyers from European Union countries which require documents). The extension of the payment deadline can be done exclusively on the basis of bank guarantees presented by the Buyer,
   - cover all the expenses connected with export shipment including costs of veterinary tests, forwarding expenses, custom clearance, costs of shipping the blood or serum samples to the laboratories performing the test etc.
   - pick up each horse purchased during the Tender at his own expense, on the day and at the place specified by the Organizer.

2. If the Buyer fails to pay the purchase price within 7 days from the date of the tender, the Seller shall withdraw from the contract within 3 days from the expiry of this 7-day period, submitting a declaration of withdrawal to the Buyer. The effect of withdrawing from the contract will be the Buyer's obligation to pay to the Seller a contractual penalty in the amount of 30% of the value resulting from the contract to which the termination relates.
3. Ownership rights regarding the purchased horses will not be transferred to the Buyer until the Buyer pays the full amount of the purchase together with other obligations related to these conditions or other obligations towards Janów Podlaski Stud.
   The risk related to the purchased horses passes onto the Buyer upon acceptance of the offer by the Tender Commission.
4. After the Tender is over, the horses remain in the Stud's stable, unless the Buyer picks up the horse immediately after the Tender ends, under the condition of making a full payment for existing and outstanding obligations toward the Stud.
5. Picking up the horse being purchased from the place of the Tender would be possible only in case of immediate payment of the total contract value in cash or by confirmed money transfer to the Stud's bank account on the day of the Tender.

6. After the Tender all the horses being sold will be maintained at the risk of the Buyer and at the cost of the Stud up to 14 days after the Tender. After this period the Buyer covers the cost of the horse's keep (60 PLN net price/1 day). Other solutions regarding the transport or the maintenance of horses after the time being stated may be settled directly between the Buyer and the Stud on the basis of separate agreements.

7. **Recommendations for he buyers:**
   a) It is highly recommended for each Buyer to inspect the horses before the purchase. The Seller is not liable for defects that could not be detected before the sale.
   b) Horses may be inspected in the stable only in the presence of a Stud's authorized employee during the working hours of employees handling the horses and after prior consultation with the Stud's employee responsible for the horse breeding department - Mrs. Weronika Sosnowska, Chief Horse Breeding Specialist.
   c) All horses are sold on the terms set out by Janów Podlaski Stud in these hereby conditions.

VI. DESCRIPTIONS, HEALTH AND RETURNS

1. Each horse offered at the Sale has had a general health check – at the request of the Buyer the veterinarian will issue an appropriate statement.
2. Each male horse incorrectly described as “stallion” in the case of a unilateral or bilateral crypt-orchid returnable, unless this has been indicated it the description of the horse.
3. Each horse offered at the Tender shall have a confirmed pedigree, has a passport and has current vaccinations against influenza.

VII. FINAL PROVISIONS

1. These hereby Conditions are public and will be made available at the Organizer's registered office and on the www.skjanow.pl website.
2. The Organizer reserves the right to make changes in these hereby Conditions, not affecting the basic rules of the Tender.
3. The organizer reserves the right to cancel the tender in whole or in part, without giving any reason.
4. The organizer of the tender reserves the right to make changes to the list of horses intended for sale without giving any reason, no later than on the day preceding the day of the tender.
5. All persons present on the grounds of the Stud are doing so at their own risk. The Stud will not be held responsible for any damage to health or property suffered by these persons.
6. The District Court in Biała Podlaska is competent to resolve any disputes related to the Tender and the application of these Conditions.
7. In connection with the entry into force of the Regulation of the European Parliament and of the Council of the European Union 2016/679 dated 27 April 2018 as of 25 May 2018, the Organizer informs that providing personal data is necessary for the purpose of:
   - conducting the tender
   - concluding the contract and fulfilling its conditions
   - financial settlements.

   The administrator of your personal data is Stadnina Koni Janów Podlaski Sp. z o.o. with its registered office in Wygoda 3, 21-505 Janów Podlaski.