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Terms and Conditions for Online Auction of Breeding Bulls issued by "Breeding Bulls Cunkov s.r.o." (Hereinafter referred to as "operator") (hereinafter referred to as the "Terms and Conditions") valid from 11. 6. 2020.

1. Online auction of breeding bulls

Based on these terms and conditions, the Operator operates a system of online breeding of bulls (hereinafter referred to as "online auction"), which allows users to register breeding bulls (hereinafter referred to as "animal") online after registration and payment of principal.

2. Subject of business conditions

The subject of the business conditions is the auctioned animal. The buyer chooses the animal he wants to auction in the catalog. For each animal, the following information is given in detail: photo, video, starting price, date and time of auction start, number, date of birth of the animal, breed, breeder, information about father and mother, specification of self-performance, test increment, increment from birth, scrotum, age at ZV, weight, height at the withers, point and overall evaluation.

Starting prices in online auctions are given without the applicable VAT rate (15 %).

3. User registration

The buyer (hereinafter referred to as the "user") must first register in the system at <https://aukce.opbcunkov.cz>. After entering the name, surname, e-mail address, or. telephone number, company name and company ID number will be sent to the user by e-mail with information about registration, a link to create a password and a request for payment of the principal amount of CZK 5,000 with account number and variable symbol. After the principal has been paid, the user can participate in online auctions. The user sets the password according to the instructions that will be sent to the user's email.

If a user fails to participate in any online auction after paying the principal or fails to auction off any animal, the principal will be refunded within 5 days of the end of the last auction.

By registering, the auction participant fully and unconditionally agrees with these terms and conditions.

The electronic contact address (e-mail) provided in the registration must be valid and the person interested in the registration is entitled to use this contact for receiving e-mail.

The user can cancel the termination of an already accepted registration at any time by sending a request to the e-mail address ucto.froll@opbcunkov.cz.

4. Rights and Obligations of Online Auction Participants

The operator must provide a complete and accurate description of the animal exhibited. The description of the animal must always be given in Czech. The operator is obliged to attach a description of the animal photo and video, corresponding to the actual state of the animal at the time of exposure.

The user login data is used for secure login and access to the system of online auctions. The Login option on the home page is intended for login to the auction system. After logging in, the user name

entered during registration and the user number are displayed. This number is generated by the system and is intended for identification and orientation in the bid list.

Use the opt-out feature to safely sign out of the online auction system. To opt out of the auction system, use the Opt out option located in the top right corner of the site navigation.

5. Conditions for participation in the online auction

Participation in the online auction is limited only by the payment of principal in the amount of CZK 5,000. The principal must be credited to the operator's account at least one working day before the auction so that the user can participate in the online auction.

An active auction user must be over 18 years of age and have full legal capacity. There are no other restrictions on participating in online auctions.

By participating in the online auction, the user unreservedly agrees with the terms and conditions, their attachments and the auction rules.

6. Obligations and authorizations of the operator

The Operator undertakes to conduct the online auction responsibly and honestly. The hardware and software enable the creation of an online auction and its user access. The Operator undertakes to ensure the system of online auctions in such a way that its course is proper and that the highest possible bid is reached in the online auction. It makes all settings, keeps track of users, makes entries and edits auctions, supervises their progress, does not affect bids, deliberately deletes data and bids, and does not favor another user. The operator presents the results of the auctions.

The Operator is entitled to cancel the registration of a user who in any way violated or failed to comply with the terms and conditions of the online auction or thwart any previous auction. Such excluded user may not attempt to re-register, even through another person who would register for it and subsequently auction. Such conduct shall be deemed to be intentionally fraudulent with all the legal consequences involved. The operator will recover any damages and lost profit after such user. Each user can have only one account. If the operator finds out that the user has set up multiple accounts, he is entitled to cancel these accounts without compensation. The Operator is not responsible for causing damages to the user through such conduct.

In case of failure of the server, electric current or natural disaster and the like, but also in the case of unlawful conduct of the owner of the object, the operator reserves the right to cancel the auction of the animal, change its term or auction conditions. The operator has the right to extend the auction and change the auction conditions if any technical problems arise on the part of the online auction operator that prevent most users from bidding or if the main functions of the online auction are inoperative. The Operator expressly warns that it is not responsible for problems with connectivity, for connection speed, data transmission speed or its possible decrease, for permanent and uninterrupted access of the participant to the online auction. The Operator is not liable to users for any damage incurred in connection with the operation of the online site <https://aukce.opbcunkov.cz>. Furthermore, it is not responsible for any outages or restrictions on the availability of the Internet network on the part of both the user and the operator. The Operator shall in no way reimburse any costs incurred by the user of the online auction system with possible participation in the online auction. Furthermore, the operator is not liable for connection problems on the bidder's side. This user explicitly acknowledges and agrees.

7. Pre-auction procedure

Before starting the online auction, the user must have paid the principal amount of CZK 5,000 and duly completed registration

8. Conditions of online auction

Online auctions will be run separately for each animal, always in the animal card. For a specific animal, the starting price from which the online auction will be based will be indicated. The online auction will start automatically based on the specified start date and time. Online auctions will all run at the same time. Users can bid for 1 hour after online auctions start. If a bid is made in the last minute, the auction is automatically extended by another 1 minute. If none of the users bids, the auction ends automatically. The user can bid: \$ 50, \$ 100, \$ 200, \$ 500.

The live auction takes place at the same time as the online auction and all participants bid together. The course of the live auction will be recorded in the online auction system at all times. The beginning of the whole auction is given, but it can be postponed by the time needed, eg to manipulate the animal, solve technical problems, by the time of auctioning previous animals and others.

If there is a last minute bid, the auction will be extended by 1 minute. This applies to both online auctions and live auctions. If none of the participants bid, the auction will be ready to end, it will be terminated by the live auction operator. There may be another bid within the live audience, in which case the online auction will be extended and users will be informed.

Each bid is considered binding and cannot be withdrawn. Before commencing an online auction, users are obliged to familiarize themselves with these terms and conditions and respect their binding legal consequences, such as the conclusion of a purchase contract and a housing contract.

Bidding is the difference between the new bid and the highest bid so far. The value of the first bid is always added to the starting price. The bid is always binding and its cancellation is excluded. This user explicitly acknowledges and agrees. At the same time, the user is obliged to act with caution when bidding.

Upon completion of the online auction, the amounts will be archived in the database for possible back-checking upon request of a registered online auction user.

The user automatically updates the page of the current online auction item after ten seconds. If the user wants immediate information about the status of items in the current auction, you can use the option to update the needed page in person, using the Reload page button.

Once the online auction is over, the winning user is automatically informed of the winnings, payment via their contact email listed in the registration.

9. Conditions of transfer and conclusion of the purchase contract

When the auction ends, the user who auctioned the animal will be informed by e-mail of further action. After the auction, it is necessary to sign the "Purchase Contract" (Annex No. 1) and the "Bull Housing Agreement" (Annex No. 2).

10. Reasons for dropping the auction or dropping the contract

Reasons for dropping the auction from the buyer:

- the auctioned animal does not correspond to the description or the photographs and the video;
- the auctioned animal has defects, which the seller concealed when the animal was exposed.

Reasons for dropping the auction by the seller:

- the animal is injured;
- the animal does not meet the criteria for breeding bull on the basis of an assessment by the Commission in the basic selection;
- the animal is not offered for auction at the discretion of the seller;
- non-collection and non-payment of the purchase price by the buyer.

13. Information on personal data processing

The Operator is entitled to process personal and other data provided by the user for the purpose of verification of such data, user registration and mediation of the online auction. The user is obliged to inform the company of any changes that may affect the course of online auctions or the conclusion of contracts. For more information about the processing of personal data, see the Privacy Policy.

14. Validity of business conditions

The User acknowledges that the Company is entitled to change the terms and conditions to a reasonable extent. The Company is obliged to inform the user of the changed business conditions at least one week before the proposed date of entry into force of the relevant change, by publishing it on the website <https://aukce.opbcunkov.cz>. The user is obliged to continually familiarize himself with the content of the website <https://aukce.opbcunkov.cz> and to become acquainted with the changed business terms and conditions if their change is published. Unless the user expressly disagrees before the proposed effective date of the change, the changed terms and conditions become binding on the contracting parties from the effective date.

The text of the current Terms and Conditions is available at <https://aukce.opbcunkov.cz>. These terms and conditions are valid from June 11, 2020.

Annex No. 1 - Purchase contract

PURCHASE CONTRACT

closed between

Supplier:

(by the seller)

Company ID:, Tax ID: CZ

Tel .:

E-mail:

Stable number for bull rearing: 31 06 4408 01

and

Customer:

(buyer) ..

IČO:, DIČ:

Email:

Tel .:

Number of stable: Region: district:

Place of delivery of the bull (if not the customer's address):

Address:

Number of stall: Region: district:.....

and

Intervener:

"Cunkov s.r.o. breeding bulls"

U.S. Dr. E. Beneše 96, 399 01 Milevsko

IČO: 260 28 531, DIČ: CZ26028531

E-mail: kozak.froll@opbcunkov.cz

stable number: 31 064408 01

The company is represented by Ing. Pavel Kozák

AND.

The subject of the contract is the sale of breeding bull:

Catalog number evid. bull number

For the auctioned price CZK / pc, ie CZK

VAT 15% CZK

Price with VAT

Principal CZK

Total KC

The seller sells the bull described above to the buyer at the above purchase price and the buyer declares that he is buying and accepting it at that price.

II.

The Customer undertakes to pay to the Supplier the above-mentioned amount
..... .. CZK

(a) in cash at loading of the bull

OR

(b) bank. by transfer prior to the transport of the bull on the basis of an issued invoice by the seller on the due date of this invoice.

The contracting parties have agreed that the title to the breeding bull shall not be transferred to the buyer until full payment of the purchase price to the seller.

Given that the bull is on the day of the conclusion of the purchase contract with the secondary participant in its rearing, the seller undertakes no later than the second working day after the purchase price of the bull to his account. Inform the other party of the purchase price by another payment so that he can prepare the bull for removal. In case of delay in fulfilling this obligation, the seller is obliged to pay the buyer a contractual penalty of 140, - CZK (in words one hundred and forty Czech crowns) for each commenced day of delay, which compensates in particular the costs that the buyer unnecessarily pay to the subsidiary which the intervener cannot give him without information from the seller about the payment of the animal. The contractual penalty is due within three working days of delivery of the request for payment.

III.

Transport of the animal from OPB Cunkov will be provided by the buyer at his own expense. The Buyer acknowledges that the intervener will issue the animal only after receiving the Seller's notice of full payment of the purchase price.

IV.

Method of transport of bull:

A) own (by the buyer or by his carrier)

The collection of the animal shall take place at the earliest second working day after the intervener receives the seller's notice of payment of the purchase price, provided the buyer arranges for the animal to be transported. The buyer is obliged to notify OPB Cunkov s.r.o. exact date of collection of the animal at least 24 hours in advance, the reason for this fact is the preparation of documentation for the issue of bull to the buyer.

OR

B) provided by the subsidiary (own transport or ordered carrier)

The animal shall be delivered no later than one month after the Seller receives the Seller's notice of payment of the purchase price, the Seller undertakes to inform the Buyer of the date of delivery of the bull and the estimated price of the transport. The reason for the longer delivery time is the busy transport of the secondary party. The price of the agreed freight is payable based on the issued tax document.

V.

The supplier undertakes to supply: a bull accompanying document and a health certificate.

The Seller and the Buyer have agreed that if the Buyer fails to pay the agreed price of the bull by the due date of the invoice issued by the Seller, the Seller is entitled to withdraw from this contract without further cancellation. In this context, the buyer acknowledges that he will have to pay the seller the cost of animal feed days for the period from the day following the date of conclusion of the purchase contract to the date of delivery to the buyer withdrawal from the purchase contract for failure to pay the purchase price of the bull.

VI.

The contracting parties declare that they have read this contract before signing and that they are in accordance with their true and serious will.

Each Contracting Party shall receive one copy of this Agreement.

In Cunkov

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on behalf of suppliers for customers

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on behalf of the intervener

PERSONAL DATA PROCESSING INFORMATION

The buyer (buyer) declares and by signature below confirms that he was informed that the company "Odchovna plemenných býků sro", ID: 260 28 531, registered office E. Beneše 96, 399 01 Milevsko collects, processes and stores his personal data, obtained in the course of negotiations on the conclusion of a purchase contract and / or during its duration within the meaning of Act No. 101/2000 Coll., on the protection of personal data, as amended, and at the same time in accordance with (EU) No 2016/679 (GDPR) of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data.

Personal data is processed for the duration of business cooperation or for the period specified by law.

The purpose of the collection, processing and storage of personal data is in particular to:

- compliance with legal obligations,
- performance and implementation of contractual obligations,
- sending of communications, provision of business services and related communication.

Personal data providers are entitled to:

- request information and clarification on the extent of the processing of relevant personal data,
- request the deletion or correction of the personal data provided,

- contact the Administrator or the Office for Personal Data Protection.

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Customer (Buyer)

Annex 2 - Housing contract

CONVENTION FOR THE PROVISION OF THE TAIL

closed between

'Rearing of Cunkov sr.r.o.' ('OPB Cunkov')

U.S. E. Benes 96

399 01 Milevsko

IR: 26028531

Steuernummer: CZ26028531

Company registered with the Regional Court in České Budějovice, Section C, File 9959,

represented by Managing Director ing. Pavel Kozák

as a provider

and

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Company ID:

TIN:

as a candidate

I. Subject matter of the contract

The candidate states that he has concluded a purchase agreement, on the basis of which he is to acquire the ownership right to a bull bred at OPB Cunkov.

Taurus cat., Ev.č

II. Time and place of housing

The parties agree that the bull No will be housed in the stable hall of OPB Cunkov s.r.o. from until the date of removal from the nursery. Determination of the date of removal of the bull from the nursery depends on the payment of the purchase price for the bull to the original owner of the bull and the chosen form of transport. The fact that the buyer has not yet paid the purchase price to the seller does not affect his ability to conclude this contract and the obligation to pay the animal's feed days at the rate specified in this contract.

III. Price of the service and method of payment

The amount per bull feeding day is 115, - CZK without VAT for 1 day and will be paid by the candidate (ie future bull owner) on the basis of an invoice issued by OPB Cunkov s.r.o. The invoice will be issued upon the removal of the bull (or without undue delay after its removal) for the feeding days from the day following the day of the auction inclusive until the date of removal of the bull from the rearing house inclusive. The fact that a bull for a period of time (from the conclusion of the purchase contract to the date of payment itself) is not the property of the candidate does not affect its obligation to pay the feed days under this contract, the buyer chose when concluding the purchase contract.

IV. Obligations of Contracting Parties

OPB Cunkov:

1. Ensure proper housing, feeding and care of the bull.
2. Informs the owner of a possible bull disease or injury.

Applicant:

1. pays the feed days billed.
2. provide the supplier with full cooperation to take over the bull.

V. In the event of withdrawal from the contract of sale of bull, mainly because the buyer has not paid the purchase price, this contract is canceled from the beginning.

VI. The Parties declare that they have read this Agreement and that they agree to its content.

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Provider of the Applicant

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Customer (Buyer)