

EHB INTERNATIONAL HORSE TRANSPORT LTD Terms & Conditions

Definitions

In these terms:

1. "Company" means EHB INTERNATIONAL HORSE TRANSPORT LTD Company Number 09978553
2. "Client" means any person or body corporate at whose request or on whose behalf the Company agrees to act, undertake any service or carry Bloodstock including (but without prejudice to the generality of the foregoing) any other carrier for whom the Company acts as agent or any agent or representative of the Owner of the Bloodstock
3. "Owner" means the owner of the Bloodstock, and any other person who is or may become interested in them
4. "Bloodstock" means any horse, or other animal or livestock or goods, package equipment or consignment whatsoever to which any business concluded between the Client and the Company relates
5. "Contract" means the agreement between the Client and the Company for any work to be undertaken by the Company on behalf of or at the request of the Client including work or services undertaken gratuitously
6. "Carriage" means the transport by whatever means of the Bloodstock by the Company on behalf of or at the request of the Client
7. "Consignment" means the Bloodstock to be carried by the Company whether comprising individual animals or a group of animals and whether the carriage shall be completed in one journey or by one vehicle or by several provided that the subject matter of the carriage are all identifiable by reference to one Contract
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9. "Principal" means any party acting on his own behalf and not as an agent
10. "Special Drawing Rights" has the meaning defined by the International Monetary Fund

Headings

Headings of clauses or groups of clauses are for indicative purposes only.

Scope of these terms

1. Subject to sub-clauses (ii) and (iii) below these terms shall apply to all Business undertaken by the Company whether gratuitously or not except for those activities for which the Company operates separate terms and conditions such as bloodstock agency work when these terms and conditions shall apply only insofar as they are not in conflict. They may only be varied by a director of the Company in writing.
2. These terms of business override all conditions stipulated by the Client and shall prevail over the Client's own terms of business. No instructions or conditions stipulated by the Client shall be deemed to be incorporated into or apply to these terms of business except where the same have been agreed to in writing in advance by a director of the Company.
3. If any legislation is compulsorily applicable to any such Contract or any part of the same these terms shall be read as subject to such legislation but shall only be overridden to the extent required to give effect to that legislation and no further so that the terms and conditions shall remain in full force and effect in all other respects. The Company shall if required to take the burden of any such legislation also be entitled to benefit from the same so far as applicable. The rights and obligations contained in these Conditions shall (so far as the same may be permitted by statute) be in full substitution for any conditions, warranties, representations or other terms otherwise implied into the relationship between the Company and the Client by statute or otherwise and (so far as may be permitted by statute) such conditions, warranties, representations or other implied terms are hereby excluded.

The Client's Undertakings, Warranties and Indemnities

4. Save where the Client conducts business with the Company as purchaser or prospective purchaser of a horse from or through the Company, the Client warrants that he is either the owner of the Bloodstock or the authorised agent for the owner and accepts these terms both for himself and on behalf of any such owner. Where the Client conducts business with the Company as purchaser of the Bloodstock from or through the Company the Client warrants that he contracts on his own behalf or with the full authority of any other Principal upon whose behalf he may disclose himself to be acting
5. Save to the extent that the Client reasonably relies upon advice given to him by the Company as part of the services to be performed by the Company under the Contract, the Client warrants that the Bloodstock which the Client instructs the Company to move are in all respects in a fit condition to be so dealt with and to survive or endure normal transit without damage or injury and in particular are free of disease or infestation of any description and have not to the knowledge of the Client been in contact with any diseased or infected animal.

6. The Client undertakes to give the Company all necessary instructions in good time and warrants the accuracy of any information given by him.
7. Except insofar as the same is caused solely by the negligence or breach of contract of the Company the Client shall be liable for all duties, taxes and levies of any kind payable to any authority arising out of the provision of services by the Company to or on behalf of the Client and shall indemnify the Company against any such outlay that the Company may be required to make on the Client's behalf.
8. The Client undertakes to make no claim against any Director, servant or agent of the Company and to indemnify the Company against all claims, costs and expenses howsoever arising and by whomsoever made in excess of the liability of the Company under these terms of business.
9. The Client shall indemnify the Company against any liabilities or expenses whatsoever incurred by reason of the Company following any instruction given by the Client or arising from the breach by the Client of any warranties or obligations contained herein.
10. The Bloodstock shall be transported at the Client's risk and the Client shall have the Bloodstock ready for loading at the collection address at the date and time agreed with the Company make available sufficient personnel and equipment to enable the Bloodstock to be conveniently and safely loaded. Such personnel shall act in accordance with the instructions of the Company bring to the attention of the Company before the time of loading any characteristics of the Bloodstock or other matters of which the Company needs to be aware when planning and effecting the safe loading and transport of the Bloodstock;

The Company's Charges and Lien

11. Any quotations are given on the basis of the rates and charges in force at the date of quotation but the Client shall be liable to pay for services at the rates and charges prevailing at the date the service is performed if different. Only quotations given in writing are valid.
12. Payment shall be made in full before collection of the Horses. Where the Company has agreed in writing to extend credit to a Client, payment shall be due within 30 days of the invoice date, interest shall be payable on all overdue accounts at a rate of 8% above the base rate of the Barclays Bank plc from time to time applicable on all balances outstanding until payment.
13. No claim by the Client against the Company shall entitle the Client to withhold payment of the whole or any part of invoices due for settlement. Costs incurred by the Company in recovery of any debt shall be payable by the Client.
14. The Company shall have a general lien on all Bloodstock and documentation relating to the same in its control, custody or possession in respect of all sums due at any time from the Client or Owner whether or not relating to that particular consignment. If such lien is not

satisfied such Bloodstock may be sold or otherwise disposed of in such manner and at such price as the Company in its absolute discretion thinks fit at the Client or Owner's expense to defray any sums due to the Company and the expense of safekeeping prior to sale and costs of sale shall be added to any existing debt owed by such Client or Owner. The Company shall not be obliged in exercising such lien to achieve any particular price or value for the Bloodstock disposed of. Notice of the exercise of the lien shall be given by first class post to the last known address of the Client but the Company shall be under no obligation to prove receipt of the same. In the event that no such address is known notification shall be given by means of a notice to that effect placed in any daily or weekly publication.

BOARDING TERMS

15. When in the Company's opinion it is reasonably necessary to do so the Company may board Bloodstock that are in transit or awaiting shipment following purchase by a Client or following instructions to the Company in respect of its forwarding activities.
16. The Company will also board Bloodstock when it has been specifically instructed in writing to do so by a Client and has accepted those instructions.
17. The Company boards such Bloodstock as a Principal and shall have liberty to use its own stud farms or any other suitable establishment for such purposes and shall be entitled to make a reasonable charge for such services; except where the same is caused as a direct result of its own negligence or that of its employees does not accept liability for death, loss or theft of or damage or injury whilst boarding.

PROVISION OF ADVICE, INFORMATION, VALUATION AND OTHER SERVICES

18. Subject to the other terms and provisions of these Conditions upon specific written agreement with the Client the Company will provide additional services ancillary to and complementary to the forwarding of Bloodstock
19. The Company shall be entitled to charge fees for these services at the scale fees prevailing at the date of the Company's invoice or as otherwise specifically agreed with the Client or provided for in this agreement
20. Advice and information that is not related to specific instructions accepted by the Company is provided gratuitously and without any liability whatsoever being incurred by the Company

TERMS OF CARRIAGE

21. Unless otherwise specifically agreed to the contrary with the Client the Company shall be entitled to procure the carriage, safekeeping, packing or handling of Bloodstock as an Agent or to provide any forwarding or delivery services as a Principal.

22. When acting as an Agent the Company will act solely on behalf of the Client in establishing contracts with third parties. At the Client's request the Company will provide evidence of any contract negotiated with such third party on the Client's behalf and in the event that the Company is unable to do so it shall be deemed to have acted as a Principal.
23. When acting as an Agent the Company shall, unless it is specifically agreed otherwise with the Client in writing:
- a. arrange for carriage, handling or safekeeping of Bloodstock by any route, means or person at the absolute discretion of the Company;
 - b. make no declaration of value or of special interest in delivery in respect of the Bloodstock
24. When acting as Principal the Company:
- a. deals on the basis of these terms alone;
 - b. is not a common carrier;
 - c. shall have a reasonable liberty as to the means, routes and procedures to be followed in the
 - d. carriage, handling and safekeeping of the Bloodstock;
25. Save where the Company has been given and has accepted in writing instructions as carrier to arrange delivery of Bloodstock to a specified destination by a specified date, the Company accepts no responsibility for departure or arrival dates of Bloodstock. In any event the Company's responsibility shall only be to use its reasonable endeavours as carrier to deliver the Bloodstock to the specified destination by the specified date given and accepted as aforesaid
26. The Company will not accept or deal with Bloodstock of a dangerous or damaging nature nor with horses suffering from any infectious or contagious disease or which may have been in contact with other infected animals. Should the Client deliver to the Company or cause the Company to deal with such Bloodstock without such written instructions and consent he shall be liable for all loss or damage arising to or from such Bloodstock and shall indemnify the Company against all claims, costs and expenses whatsoever arising in connection therewith and the Bloodstock may be dealt with in such manner (including destruction) as the Company or other person having custody of the Bloodstock shall think fit.

27. The Client shall indemnify the Company against any general average claims that may be made against the Company and if required by the Company shall provide adequate security therefore.
28. If the Client or Owner or their nominee does not take prompt delivery of any consignment the Company shall be entitled to board or store the consignment at the Client's or Owner's risk and expense. Should the consignment not be collected within a reasonable time after notice to the Client or Owner the Company may sell or otherwise dispose of such consignment at the expense of such party without any obligation as to any particular price and after deducting any monies owing to the Company (including sale or disposal costs) account to the Client for any balance provided that if any sum shall remain owing to the Company after such sale or disposal such sum shall be a debt due and payable to the Company in the usual manner.
29. Unless special arrangements to the contrary have been made the Company shall be under no obligation to forward or to deliver the Bloodstock until all freight and other charges have been paid by the Client.
30. The carriage of any consignment other than by road namely by rail sea air or inland waterway is undertaken by the Company as agent for the Client and the contract in such cases shall be between the Client and the other carrier. Carriage by rail, sea, air or inland waterway shall be subject to the terms and conditions from time applied by such other carrier.

The Company's Liabilities

31. When acting as Principal in boarding Bloodstock or providing forwarding services the Company shall not be liable for death, physical injury, loss, theft mis-delivery or damage to Bloodstock occurring during the period in which it is deemed to have charge of the Bloodstock except where the same has arisen as a direct result of the Company's negligence and in particular (without prejudice to the generality of the foregoing) liability shall not apply to the extent that such death, physical loss, theft, mis-delivery or damage is caused by:
- a. any act of omission of the Client or his agent or Principal;
 - b. any injury self-inflicted by any horse or inflicted by any other animal
 - c. illness, sickness or disease contracted by the Bloodstock or any loss damage or expense arising from or contributed to by the condition or behaviour of any animal or inability to withstand transit;
 - d. insufficient packing, marking, labelling or identification save when the Company expressly undertook in writing responsibility for such packing, marking, labelling or identification;
 - e. handling, loading, stowage or unloading of Bloodstock by the Client or his agent or Principal;

- f. inherent vice;
- g. strike, lockout, stoppage or restraint of labour and legal or illegal restriction on movement or delivery
- h. any cause or event which the Company was unable to avoid and the consequences of which the Company was unable to prevent by the exercise of reasonable diligence;

32. The Company's liability howsoever arising shall not exceed:

1. in the case of claims involving death, physical injury, physical loss or theft to Bloodstock (which in the context of this sub-clause alone shall be restricted to mean horses only and not any other animals or goods, package equipment or consignment) the lesser of:

- a. the value or diminution in value of any Bloodstock which have died, been physically injured, lost, mis-delivered or stolen; or
- b. the cost of any veterinary treatment;
- c. £5,000

limited in any event to the loss actually proved to have been sustained

2. in the case of claims involving death, physical death, physical loss, theft or damage to Bloodstock (which in the context of this sub-clause alone shall be restricted to mean any animal (other than horses) livestock or goods, package, equipment or consignment) the lesser of:

- a. the value of any of the above which have died, been physically injured, stolen mis- delivered or damaged; or
- b. a sum at the rate of 2 Special Drawing Rights or its equivalent per kilo of the gross weight of Bloodstock which have died, been physically injured, lost, stolen, mis- delivered or damaged; or
- c. the cost of any veterinary treatment

limited in any event to the loss actually proved to have been sustained

3. in the case of all other claims a maximum of £10,000 upon proof of loss arising out of the same incident subject to an aggregate limit of £10,000 in respect of all claims by the Client in any calendar year.

4. The Company will if asked by the Client in writing provide a written quotation for acceptance of a greater liability on the part of the Company that that set out above. If such quotation is accepted in writing by the Client in advance of the Company commencing performance of the Contract then these conditions should be varied to the extent set out in the written quotation but no further.

33. The Company shall not in any circumstances whatever and howsoever arising be liable for indirect or consequential loss such as (but not limited to) loss of profits, loss of market or the consequence of delay or deviation howsoever caused or arising.

Claims

34. The Client agrees to make any claim against the Company in writing immediately and without delay by notice in writing sent by first class recorded delivery post or facsimile. Should the Company suffer prejudice through the late presentation of a claim it shall be relieved of liability in respect of such claim.
35. In any event there shall be an absolute time bar of nine months within which the Client must bring suit against the Company, time running from the date of the event or occurrence alleged to give rise to the cause of action.
36. When the Company has carried out forwarding activities as an Agent it shall be the Client's responsibility to claim against the carrier or contractor and Clients are advised that carrier's time limits for claim are frequently strictly enforced.

Export and Import Licenses and Veterinary Certificates

37. Unless otherwise agreed it shall be the Client's responsibility to obtain any import or export licence or veterinary certificate required in respect of the Bloodstock. The Client shall in advance of transit supply the Company with all necessary identification papers, certificates or other documents required by Statutory or other Order Rule or Regulation of either the United Kingdom or any country through which the Bloodstock is being transported. The Company shall not be responsible for any delay or loss arising from the Client's failure to comply with such obligation.

Arbitration

38. In the event of any dispute arising in relation to this agreement or its terms the dispute shall be referred to the decision of a single arbitrator appointed by the Institute of Arbitrators pursuant to the provisions of the Arbitration Acts or any statutory modification or re-enactment thereof for the time being in force.

Jurisdiction

39. All dealings between the Company and its Clients whether contractual or arising from issues of negligence shall be governed by English Law and any dispute arising between any Client and the Company shall be heard and determined solely in England.