

GENERAL TERMS AND CONDITIONS HORSE E.T. B.V.

Applicability

These General Terms and Conditions apply to every existing and future agreement between a Client and Horse E.T. B.V. and companies affiliated to it (hereinafter: Horse E.T.), unless the parties have agreed otherwise in writing, prior to the conclusion of the agreement. In writing will also be understood to mean: electronic communication, including electronic voice messages via WhatsApp.

Agreement

The Client agrees that Horse E.T. performs the agreement or has it performed by third parties under its responsibility. The applicability of Articles 7:404 and 7:407(2) DCC is excluded.

If Horse E.T. has to incur costs as a result of the Client's failure to provide data or items relating to the transport (in a timely manner), these costs are for the account of the Client.

Because of safety reasons, Horse E.T. is permitted to deviate from the agreements with the Client. Any additional costs of the deviations are for the account of the Client, including but not limited to costs of the veterinarian, medication, the transfer to a 'double stall' in case of shipping, etc. Horse E.T. will inform the Client of the deviations. If the Client expressly does not consent to the deviations, the Client must inform Horse E.T. of this in writing, within 24 hours after the notice by Horse E.T., after which the parties will consult on the manner of the further execution of the assignment.

The Client authorizes Horse E.T. to act as an agent of the Client and to take all measures necessary to organize the transport of the animal, including but not limited to taking safety and health measures, such as veterinarian care. Any costs ensuing from this are for the account of the Client.

Horse E.T. is authorized to pass on levies, taxes, rights or other mandatory payments to the Client, even if Horse E.T. did not inform the Client of these in advance. The Client is obliged to pay these costs to Horse E.T. within 10 days after being informed of them by Horse E.T.

Horse E.T. is authorized to combine the transport of the animal at the instruction of the Client with

transports of other Clients of Horse E.T., unless the Client expressly and in writing requests that the animal be transported individually insofar as this lies within the power and reach of Horse E.T. It cannot be attributed to Horse E.T. if, without its knowledge, the carrier accepts other animals for the same transport.

Cancellation

If the Client cancels the assignment to transport an animal, the Client is still obliged to pay the entire agreed price in a timely manner.

Liability & insurance

The transport of animals entails various direct and indirect risks, including the risk that the animals get hurt or sick, die or cause damage to goods and items of the Client and/or third parties. Horse E.T. is never liable for any damage to or loss of the animal that is the consequence of or has arisen in the execution the agreement between it and the Client, either directly or indirectly, unless there is willful intent on its part. The Client indemnifies Horse E.T. for all possible claims of third parties arising from or in relation to the agreement. The Client indemnifies Horse E.T. for all such claims relating to damage and/or costs, including any costs of legal assistance.

The aforementioned damage also includes the damage that is the direct or indirect consequence of delays and/or refusal to allow the animal entry into the country of destination, delay in the transport caused by any acts or omissions.

Horse E.T. is not liable for any damage to items or goods (including loss of items or goods) which the Client offered to Horse E.T. for transport, or which the Client included in the transport – possibly without Horse E.T.'s knowledge. The Client must take out adequate insurance against damage to or loss of the animal, the items or goods.

If Horse E.T. is at all liable towards the Client for any direct damage, this liability is in any case limited to the amount that is paid out on the basis of the liability insurance of Horse E.T. If the insurer of Horse E.T., for whatever reason, does not or not fully pay, for example, but not exclusively, if the relevant insurance fails to provide coverage, or if an applicable insurance is absent, the liability of Horse E.T. will in any case be limited to the amount of the net invoice value (exclusive of VAT) of that part of the relevant assignment, from which the damage originated.

All costs on the part of Horse E.T. that arise from a refusal of entry of an animal into a country are for the account and risk of the Client. These costs, including but not limited to costs for overnight stay, accommodation, meals, car rental, return shipment, etc., will be passed on to the Client by Horse E.T.

The Client is responsible for adequate insurance of the shipment. Horse E.T. expressly indicates that the Client is responsible to ensure that the administration of a medicinal product is not prohibited by the insurer and to explicitly inform Horse E.T. of this upon commencement of the assignment. If Horse E.T., its employees or a veterinarian in performing the assignment between Horse E.T. and the Client administers a medicinal product to the animal, which administration is prohibited under the policy conditions of the insurance, the consequences of this are for the account and risk of the Client. The Client indemnifies Horse E.T. for any claims or damages.

Payment and recovery

If the agreement exists between Horse E.T. and multiple Clients, all these Clients are jointly and severally bound to the obligations of the agreement, including but not limited to payment of the agreed price. The Client will only be discharged from its payment obligation to Horse E.T. if and insofar as it has paid the owed amount to one of the bank accounts in the name of Horse E.T. or paid Horse E.T. in cash within 30 days after the invoice date.

Any currency differences are for the account of the Client and cannot be held against Horse E.T. The Client owes Horse E.T. the actual amounts paid.

The Client cannot offset the invoices of Horse E.T. against counterclaims.

Complaints regarding the invoice amount of parts of the invoice must be made known to Horse E.T. in writing by letter or e-mail, no later than 21 days after the invoice date. If the Client has not invoked its right of complaint within this period, all rights of the Client in relation thereto will lapse. Complaints do not suspend the payment obligation of the Client, unless the Client is a consumer.

If the agreed payment term is exceeded, the Client will be in default by operation of law and will owe Horse E.T. a default interest of 1% per month. If Horse E.T. takes further collection

measures as a consequence of the default, these extrajudicial costs will be for the account of the Client with a minimum of 10% of the outstanding invoices. If Horse E.T. considers it necessary to pass on a claim against the Client to a third party for the collection of the amount owed, to institute a claim for damages or otherwise, Horse E.T. is entitled to recover the costs actually incurred from the Client, including but not limited to legal assistance costs, court fees, bailiff's costs, etc. Payment to Horse E.T. by the Client will first be deducted from the costs owed, then from the outstanding interest and finally from the oldest outstanding invoices.

Disputes

This agreement is governed by Dutch law. Any dispute between the parties will in the first instance be settled exclusively by the Dutch court. However, Horse E.T. will always remain entitled to submit a dispute to the court which has jurisdiction according to the law or the applicable international treaty.

All claims against Horse E.T. will lapse if they have not been brought before the competent court within one year after the Client became aware of them.

Translation

If there are differences between the Dutch text of these General Terms and Conditions and translations thereof, the Dutch text prevails.