

## **GENERAL TRANSPORT CONDITIONS**

### **ARTICLE 1**

Any commitment, shipping or any operation unless otherwise agreed between the parties, implies acceptance for clients conditions below.

### **ARTICLE 2 : CONTRACT FORMATION**

The agreement between STC HORSE FRANCE and its client forms according to commercial usage, including verbally in case of emergency. If the contract is concluded by an agent of the animal owner, the powers thereof are established by the delivery of documents relating to the animal or signing the contract of carriage.

### **ARTICLE 3 : INSTRUCTIONS**

Complete instructions must be submitted for each consignment. General and standing order instructions are not permitted. Customers retain sole responsibility for all the consequences arising from erroneous statements or documents, incomplete, or provided late. Can in no way be taken to let our initiative, care to perform specific procedures or operations, excluding the transportation itself.

### **ARTICLE 4 : EQUIPMENT**

The customer must provide the animal with it demand for transport, the necessary equipment for its attachment; and any protective equipment at his convenience if he wishes that the animal is particularly protected, and the list of such material. STC HORSE FRANCE cannot be held liable for injuries caused by this equipment or lack of use, as well as damage, loss or theft of which may be the object, the material accompanying the animal.

### **ARTICLE 5 : NATIONAL TRANSPORT BY ROAD**

Any transport of live animals by road in French internal system is put in the special conditions proposed by the national committee (CNR) at the Ministry of Transport. These special conditions supplement or derogate from the general conditions for applying the rates of road freight transport (CATTRM) and the previous or following articles. In no event STC HORSE FRANCE cannot be held liable for any schedule delays for loading and unloading.

### **ARTICLE 6 : MEANS**

STC HORSE FRANCE executes transportation of the animal having, unless otherwise agreed, the control of ways and means used for this purpose. It reserves the right to conduct operations "bundling" by which it meets shipments of animals from several senders or at more recipients.

### **ARTICLE 7 : LIABILITY OF OUR SUB CONTRACTORS**

Responsibility for HORSE FRANCE STC is for any operation, strictly limited to that incurred by any person and / or substituted for companies performing the given operation. In the event that these subcontractors have not limited their own responsibility or would have limited amounts higher than those provided by international conventions, laws, regulations or rates of application, the following limits will d 'application.

## **ARTICLE 8 : INSURANCE**

HORSE FRANCE STC is assured for his contractual liability due to damage to the "goods" entrusted during transport by truck in FRANCE.

According to the legislation, the guarantees are limited to :

- Horses, mares ..... 1 600.71 Euros per head
- Foals, mares, ponies ..... 803.41 Euros per head

Given the above limitations and the fact that STC HORSE FRANCE is only liable for the consequences of his own fault, we advise you to make sure your goods or by giving us precise instructions must be repeated for each shipment, or by yourself is necessary.

## **ARTICLE 9 : PRICES**

Our prices are only valid if shipping is done according to the routing conditions communicated prior to the establishment of the estimate. They may be revised if the delivery occurs more than 30 days, unless previously agreed. Unless otherwise stated, rates do not include fees, charges and taxes collected by tax or customs administrations (such as import duties, taxes or stamps, etc ...) or accommodation costs or any other expenses accessory, unless such expenses are expressly specified in the offer.

## **ARTICLE 10 : PAYMENT CONDITION**

All invoices are payable in cash at maturity stated on the invoice, without discount instead of issue. In case of non-payment in the month following the sending of the claim, the amount of the invoice will be increased by an interest equal to 3 times the legal interest rate (92-1442 Act of 31.12.92) and a fixed compensation for recovery costs amounting to € 40 (forty euros).

**IMPORTANT:** In the event of default by a debtor designated by a principal, STC Horse France reserves the right to recover the debt from the principal.

## **Article 11 : SAFETY**

STC Horse France has on all goods entrusted to him, a right of preference and retention as security for all claims even born about previous or foreign operations detained goods.

## **Article 12 : CANCELLATION**

In case of cancellation by the customer of the transportation of an animal or more, the latter shall indemnify STC Horse France for expenses incurred for the organization of transport.

**Article 13 : CLAUSE OF JURISDICTION**

In case of conflict between the parties, only tribunals will be the Commercial Court of Senlis (60) or the High Court of Senlis (60) according to commercial or civil quality of the customer. The relationship between the STC France Horse and his client are governed by French law and international conventions.