

General Terms and Conditions

GENERAL TERMS AND CONDITIONS FLYFAUNA BV OPERATING UNDER THE TRADE NAME: FLYFAUNA

The present conditions are applicable, as well as the General Belgian Forwarding Conditions 2005 -published in the appendix to the Belgian Official Gazette dated 24 June 2005 under no. 05090237 - as far as nothing else has been agreed, to any kind of service provided by FlyFauna.

The customer is deemed to have taken cognizance of the general terms and conditions and to have accepted them upon entering into a contract.

Definitions:

In these terms and conditions, the following definitions shall apply:

Customer: Client of FlyFauna, its agent or firm on whose behalf or for whose account FlyFauna provides services and/or information or advice for a fee.

Third Parties: All non-contracting parties, in particular all natural or legal persons with whom the FlyFauna acts in the performance of its duties.

Service: Any order offered, accepted for execution or executed by FlyFauna in the sending of shipments, any related operations and any information or advice in this regard.

Shipment: All goods, including their packaging, entrusted or to be entrusted to FlyFauna by the customer. This includes all trade goods, as well as all titles or documents that represent or will represent these goods.

Agreement: the agreement entered into by the customer and FlyFauna whereby the customer instructs FlyFauna to provide a service.

Quotation: a non-binding proposal with a limited validity period to a potential customer for the provision of services at a certain price. After the contract is concluded, the quotation is binding.

Force majeure: The inability to perform or refrain from performing a certain act, due to circumstances that cannot be attributed to the person in question and which removes liability for one's acts or omissions. Performance of the contract can then no longer reasonably be required.

IATA: (International Air Transport Association) Trade organization whose purpose is to function as a cooperative body between all member airlines.

IATA LAR: The LAR (Live Animals Regulations) has all the information you need to ensure that your shipments with live animals are handled and transported in the most efficient and humane way and arrive at their destination in good health, whether it is a pet, day-old chicks, race horses or something more exotic.

ABEV: General Belgian Forwarding Conditions.

Application:

1. All offers made by FlyFauna are without obligation.
2. The offers are exclusive of VAT and are made in EURO.
3. Quotes are cost estimates and not final prices. Possible price changes may occur due to unforeseen price increases by a third party.

4. Quotes are valid for a period of 30 days unless otherwise stated.
5. Each assignment is an obligation of effort, never an obligation of result.
6. An agreement is binding upon acceptance of the quotation. In case of cancellation of the agreement five (5) working days before execution, the client is obliged to pay 50% of the invoice amount plus all expenses incurred in relation to the assignment such as e.g. reservation costs, etc... ..
7. A contract is only executable once FlyFauna has received written confirmation from the customer accepting the order. The date of confirmation is decisive.
8. In case of force majeure, the contract shall remain in force; however, the obligations to execute the contract shall be suspended for the duration of the force majeure.
9. FlyFauna will execute each order with the highest care.
10. FlyFauna will carry out all air transport in accordance with IATA LAR regulations.
11. In case of transport by air, FlyFauna is bound by the general conditions and guidelines of the airline and handling companies regarding time of delivery.
12. FlyFauna reserves the right to deviate from the pre-planned flight route(s) due to embargo or changes in airline guidelines.
13. In case of transportation by road, meeting point will be determined in consultation with customer and time will be pursued as accurately as possible. In case of delay or change of time is deviated due to traffic etc., FlyFauna will inform the customer in time or vice versa.
14. If no specific instructions are received from the client, FlyFauna will carry out the assignment based on its own experience. Any costs related to the specific instructions, to the extent feasible, will be for the account of the client.
15. If the customer takes care of the application for the necessary permits and/or laboratory examinations for the transport of live animals in accordance with the country of export, the customer is at all times responsible to provide FlyFauna with a copy of the necessary documents in time, no later than 3 days prior to departure, for verification.
16. If the customer fails to fulfill its obligations - in whole or in part - as agreed upon, FlyFauna shall be entitled to suspend fulfillment of its obligations under the contract.
17. Suspension does not entitle the customer to any form of compensation. This suspension ends when FlyFauna has determined that the customer has been late in fulfilling its obligations. Costs for this suspension are for the account of the customer.

Guidelines

18. Any quotation made by FlyFauna is based on the information obtained from the customer of consignment regarding length, width, height and weights and number as well as location of collection and delivery including any additional services.
19. The information obtained is accepted in good faith and it is not deemed that FlyFauna examines the accuracy of the data or information provided by the customer, the authenticity or regularity of the documents provided by the customer.

20. There is a deadline by which the necessary documents, packing list and all relevant information must be forwarded to FlyFauna in order to allow sufficient time for processing and forwarding to the necessary authorities. The deadline is based on the nature of the shipment, air cargo handler and airline.

21. Packaging used for (air) transport must comply with IATA LAR* (see definition).

22. If the packaging does not comply with the guidelines or is found to be too small, there is a possibility that it will have to be replaced which may result in an increase of the freight costs and the related invoice value.

23. In case of shipments that are not properly packed, FlyFauna reserves the right to refuse this shipment if an alternative cannot be provided immediately. FlyFauna is never liable for damage resulting from a (hidden) defect in the packaging.

24. The client shall inform FlyFauna prior to the contract about the health condition of the animal(s) to be transported.

25. The client is at all times obliged to provide all necessary information relevant to the flawless execution of the contract.

26. Unless otherwise agreed, the prices shall not include possible import duties, taxes, levies, insurance premiums and handling costs at destination, nor shall they include all additional costs caused by force majeure and all additional costs demanded or claimed in connection with the order. These costs shall all be borne by the principal.

Liability

27. FlyFauna will carry out its assignments with due care, diligence and insight, and is aware to carry out the assignments given to it in a normal professional manner.

28. FlyFauna cannot be held liable for delays incurred as a result of force majeure, such as, but not limited to: natural disasters, strikes, weather conditions, etc. ...

29. FlyFauna cannot be held responsible or liable for delays incurred by the ferry and airline companies nor because of these with cargo handling companies, staff strikes, change of aircraft, technical problems, loss of documents by the company, ... and the possible additional costs this may cause.

30. FlyFauna cannot be held responsible for incorrectly completed or stamped documents drawn up and delivered by the customer with possible risk of delay for the execution of the order or refusal of the shipment. Any additional cost incurred as a result will be charged to the customer.

31. All actions and work shall be done at the client's expense and risk.

32. FlyFauna is not liable for any damage unless the client proves that the damage was caused by gross fault or negligence of FlyFauna or its subordinates.

33. Claims or damages must be submitted in writing and accompanied by invoices, damage report and any other documentation necessary for settlement.

34. The client is aware that sedation during transport of animals can lead to death of the animal and is strongly advised against it. FlyFauna cannot be held responsible in case of death of the animal(s) and the full responsibility lies with the customer.

35. Insurance of any kind will only be provided for the account and risk of the client upon his explicit written request. The risks to be insured must be clearly stated and the client is obliged to report any illnesses / medication / conditions.

36. The damage to be compensated by FlyFauna will in any case never exceed the invoice value of the goods to be proven by the client, in the absence of which the market value to be proven by the client will apply at the time the damage occurred. FlyFauna is not liable for lost profit, consequential damage and immaterial damage.

37. Times of departure and arrival of airfreight cannot be guaranteed by FlyFauna, but FlyFauna strives, as much as possible, to comply with the agreed date and times when executing a contract.

38. When transporting goods accompanied by customs documents, FlyFauna is not liable for discharge of documents.

Financial

39. Unless expressly agreed otherwise, prices shall be determined in EURO.

40. Invoices issued by FlyFauna are deemed to be accepted by the client unless written protest is received within eight (8) days from the date of invoice.

41. FlyFauna is not obliged to provide security from its own resources for payment of freight, duties, levies, taxes and/or other costs. All consequences of not (immediately) complying with an obligation to provide security shall be borne by the client.

42. FlyFauna is entitled to pass on to the client the extra costs incurred as a result of changes made by the client after acceptance of the contract or increase in case the information on which the quotation was based was incorrect or changed.

43. FlyFauna is entitled to charge all amounts or fees for its expenses and interventions on a lump sum basis, i.e. as a lump sum or an all-in price.

44. The client is obliged to pay FlyFauna the agreed fee and other costs, freights, duties, etc. arising from the contract and/or these terms and conditions, unless otherwise agreed between FlyFauna and the client by means of a written contract or perpetual use.

45. The customer waives any right to invoke any circumstance that might entitle him/her to suspend payment in whole or in part and waives any right of set-off or counterclaim in relation to all amounts charged to him/her by FlyFauna.

46. All bank charges associated with payments from abroad shall always be borne by the client. Change in total price of invoice is possible under the influence of change in foreign currency, if payment is made in other currency than EURO.

47. Payments between B2B customers are to be made to FlyFauna's account by bank transfer within the agreed payment term counting from the invoice date. The maximum credit limit is EUR 5,000.00 - unless otherwise agreed.

48. In case of late payment, an interest on arrears, calculated at the legal interest rate, is due by right and without notice of default. In the event of late payment, the client shall also owe liquidated damages equal to 15% of the principal sum, with a minimum of EUR 250.00 as compensation for the costs caused by the late payment.

49. Late payment of an invoice will also result in all invoices not yet due becoming immediately payable by operation of law.

50. In case of non-payment by the customer, FlyFauna reserves the right to suspend or cancel all further transport orders, without prejudice to its right to claim damages from the customer.

51. FlyFauna reserves the right to suspend previously agreed payment terms in case of non-payment and demand payment prior to transport.

52. Payment of the invoice between a B2C agreement must be made in full prior to transport, unless otherwise agreed. Payment is to be made by bank transfer, with the money to be in FlyFauna's account before execution of the order, or can be paid in cash (CASH payment) on the day of departure.

53. Proof of payment obtained through any form does not count as a conclusive payment. The amount due must be in FlyFauna's account at the latest and before execution of the order.

54. The agreed compensation and the other costs, freights, rights etc. resulting from the contract and/or these terms and conditions are also due by the client if damage has occurred during the execution of the contract.

55. The client is at all times obliged to reimburse FlyFauna for any amounts to be collected or recovered by any government in connection with the order as well as any related fines imposed.

56. Receipt of the invoice shall be considered by operation of law and according to Art. 1139 of the Civil Code as notice of default without the need for any deed and only by the expiration of the deadline. Each invoice is considered accepted by the debtor unless protested by registered mail within eight days.

57. In case of late payment, the debtor (customer) will be obliged to pay a lump-sum compensation to the creditor (FlyFauna) for non-payment and an interest of 12.5% per annum on arrears will also be due ipso jure and without notice of default. The interest will be calculated on the outstanding (principal) sum. This fixed compensation amounts to 40.00 euros.

58. All complaints must be made within 7 (seven) days by registered mail. Complaints after this period will not be accepted.

59. In the event of non-timely payment, the amount of the claim will be increased by 10% administration costs, while the judicial and extrajudicial costs will be borne by the client (customer).

Applicable law.

60. All legal relations governed by these terms and conditions shall be governed exclusively by Belgian law.

61. Any dispute shall be settled under Belgian law and shall fall within the exclusive jurisdiction of the courts of the judicial district of Turnhout (Province of Antwerp).