

JANAH MANAGEMENT COMPANY LIMITED

STANDARD TERMS OF BUSINESS

IMPORTANT NOTICE

The carriage of cargo (including livestock) is governed by various applicable laws and International Conventions. These Conventions in particular, set limits on the maximum amount recoverable by cargo interests in the event that a cargo is lost or damaged in circumstances for which the carrier is legally responsible. Where the cargo is of high value, the amount recoverable in accordance with these limits will be a small proportion of the total value of the cargo. Please note in particular the terms of Condition 37 in relation to specific limitations under the CMR (as defined in Condition 1.1 below) where the carriage of livestock is involved.

IT IS, THEREFORE, STRONGLY RECOMMENDED BY THE COMPANY THAT ALL CLIENTS HAVE IN PLACE, BEFORE ANY TRANSIT INVOLVING A HORSE BEGINS, FULL INSURANCE AGAINST LOSS OR INJURY AND ALSO IN RESPECT OF DELAY AND MISDELIVERY.

In most cases, it is likely that the Company will be acting as agent only, will have no liability as carrier in any event and, if any liability does attach, that it will fall upon the actual carrier. When, however, the Company does act as carrier (which it will only do when horses are flown in aircraft owned, managed and/or operated by the Company or transported by road in vehicles owned, managed and/or operated by the Company) its liability will be limited in the manner outlined in Conditions 42 to 49 below.

The Client's attending is also drawn to the terms of Condition 14.

Defined terms used in this "Important Notice" have the meanings set out in Condition 1.1 below unless otherwise stated.

STANDARD TERMS OF BUSINESS

1. Definitions

1.1 In these Conditions the following words have the following meanings:

- i. "**Animal Health Law**" means Regulation (EU) 2016/429 of the European Parliament and of the Council of 9 March 2016;
- ii. "**Applicable Convention**" means any convention which governs the carriage of a Consignment, including but not limited to: the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929 ("the **Warsaw Convention**"); the Warsaw Convention as amended at the Hague on 28 September 1955; the Warsaw Convention as amended by Additional Protocol No.1 of Montreal 1975; the Warsaw Convention as amended at the Hague on 28 September 1955 and by Additional Protocol No.2 of Montreal 1975; the Warsaw Convention as amended at the Hague on 28 September 1955 and by Additional Protocol No.4 of Montreal 1975; the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Montreal, 28 May 1999 ("the **Montreal Convention**"); and the CMR Convention on the Contracts for the International Carriage of Goods by Road signed at Geneva on 19 May 1956 ("**CMR**") in each case as amended or re-enacted from time to time; together with any other relevant and applicable convention (including any legally enforceable provision made thereunder or pursuant thereto);
- iii. "**Applicable Data Protection Laws**" means (a) to the extent UK GDPR applies, the laws of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data; (b) to the extent EU GDPR applies, the law of the European Union or any member state of the European Union to which the a party is subject, which relates to the protection of personal data;
- iv. "**Bloodstock**" means any horse to which any Business concluded between the Client and the Company relates;
- v. "**Business**" means the Contracts undertaken by the Company and services ancillary thereto including those undertaken gratuitously;
- vi. "**Business Day**" means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;
- vii. "**Business Hours**" means the period from 9.00 am to 5.00 pm on any Business Day;
- viii. "**Carriage**" means the transport by whatever means of a Consignment (whether by the Company or otherwise) on behalf of or at the request of the Client;
- ix. "**Client**" means the Owner and/or any other person or body corporate at whose request or on whose behalf the Company agrees to act, undertake any service or carry a Consignment including (but without prejudice to the generality of the foregoing) any other carrier for whom the Company acts as agent;
- x. "**Company**" or "**Janah**" means Janah Management Company Limited, registered in England and Wales with company number 02284720 whose registered office is at The Main Office, Dalham Hall Stud, Duchess Drive,

Newmarket, Suffolk CB8 9HE;

- xi. "**Conditions**" means these terms and conditions as amended from time to time in accordance with Condition 77 and a reference to a "**Condition**" is to the relevant paragraph of these Conditions;
- xii. "**Consignment**" means the Bloodstock and any goods, package or equipment 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 mode of transport or by several provided that the subject matter of the carriage are all identifiable by reference to one Contract;
- xiii. "**Contract**" means the agreement between the Client and the Company for the supply of Services to be undertaken by the Company on behalf of or at the request of the Client including work or services undertaken gratuitously, in accordance with these Conditions;
- xiv. "**Equine Passport Regulation**" means Regulation (EU) 2015/262 of 17 February 2015 laying down rules pursuant to Council Directives 90/427/EEC and 2009/156/EC as regards the methods for the identification of equidae;
- xv. "**EU GDPR**" means the General Data Protection Regulation ((EU) 2016/679), as it has effect in EU law;
- xvi. "**Force Majeure Event**" an event, circumstance or cause beyond a party's reasonable control.
- xvii. "**Order**" means the Client's order for the supply of Services as set out in a Client's purchase order, whether or not placed by email or orally (and confirmed in writing) or through a designated portal notified by the Company to the Client, or otherwise, or in a Client's written acceptance of the Company's quotation, as the case may be;
- xviii. "**Order Confirmation**" has the meaning given in Conditions 3(ix);
- xix. "**Owner**" means the owner of the Bloodstock, and any other person who is or may become interested in them;
- xx. "**Principal**" means any party acting on his own behalf and not as an agent;
- xxi. "**Registered Horse**" means any horse registered as defined in Regulation (EU) 2016/1012 of the European Parliament and of the Council of 8 June 2016 (identified by means of an identification document issued by the breeding authority or other competent authority of the country where the horse originated which manages the studbook or register or any international association or organization which manages horses for competition or racing).
- xxii. "**Services**" means the supply of transportation services for a Consignment and other service ancillary thereto, as set out in an Order;
- xxiii. "**UK GDPR**" means has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

2. Interpretation

- i. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- ii. A reference to a party includes its successors and permitted assigns.
- iii. A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
- iv. A reference to writing or written excludes fax but not email.
- v. Headings set out in these Conditions or groups of Conditions are for indicative purposes only.

Scope of These Terms

3.

- i. Subject to Conditions 3(v) and 3(vii) below these Conditions shall apply to all Business undertaken by the Company whether gratuitously or not.
- ii. These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by law, trade custom, practice, course of dealing. No instructions or conditions stipulated by the Client shall be deemed to be incorporated into or apply to these Conditions except where the same have been agreed to in writing in advance by a director of the Company.
- iii. Unless the Company issues the Client with an updated version of these Conditions (which it may do from time to time at its discretion) these Conditions shall apply to all Consignments placed and Contracts entered into by the Client following the date of provision of these Conditions to the Client.
- iv. No agent or employee of the Company has the Company's authority to alter or vary these Conditions.
- v. If any legislation is compulsorily applicable to any Contract or any part of the same these Conditions 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 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.
- vi. The rights and obligations contained in these Conditions shall (so far as the same may be permitted by law) 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 law) such conditions, warranties, representations or other implied terms are hereby excluded.

- vii. Where the Company acts as agent in respect of a Consignment or part thereof the contract of carriage shall be a contract between the Client and the actual carrier and such contract of carriage shall be in accordance with the relevant carrier's standard terms and conditions save as amended, superseded or overruled by the terms of any Applicable Convention or any applicable enactment made pursuant to any Applicable Convention. The Client agrees and acknowledges that in such cases the Company shall be at liberty to select carriers who may form part of the same group of companies or otherwise be connected or associated with the Company.
- viii. The Order constitutes an offer by the Client to purchase Services in accordance with these Conditions. The Client is responsible for ensuring that the terms of the Order and any applicable specifications submitted by the Client are complete and accurate.
- ix. The Order shall only be deemed to be accepted when the Company issues a written acceptance of the Order, at which point and on which date the Contract shall come into existence (**Order Confirmation**).
- x. Subject to specific instructions in writing given by the Client to the Company, the Company reserves to itself complete freedom in respect of how it shall provide the Services and where appropriate the means, route and procedure to be followed in the handling, storage and transport of the Consignment. If in the opinion of the Company it is at any time necessary or desirable in the Client's interests to depart from their aforesaid instructions, the Company shall be at liberty so to do and any reasonable expenses thereby incurred shall be charged to the Client.

The Client's Undertakings, Warranties and Indemnities

- 4. Save where the Client expressly states otherwise, the Client warrants that it is either the Owner of the Bloodstock or the authorised agent for the Owner and accepts these Conditions both for itself and on behalf of the Owner. Accordingly, the Client warrants that it contracts on its own behalf and with the full authority of any other Principal upon whose behalf it may disclose itself to be acting.
- 5. The Client warrants that all Bloodstock forming part of a Consignment is/are Registered Horse(s) and are being transported for purposes such as competition, races, cultural events or breeding. The Client shall be solely responsible for ensuring that the Consignment complies with all legal requirements relating to the transport of Registered Horses including, without limitation, European Union Regulation 1/2005.
- 6. Save to the extent that the Company has been expressly notified to the contrary (and has agreed to act for the Client notwithstanding such notice) the Client warrants that the Bloodstock which the Client instructs the Company to move is 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 is free of disease or infestation of any description and has not to the knowledge of the Client been in contact with any diseased or infected animal.
- 7. The Client warrants that no goods, package or equipment comprised in any Consignment contains any dangerous or hazardous materials or any item the transport or importation of which in the course of the Consignment would be prohibited by law in any relevant jurisdiction and, in particular, that they do not contain any veterinary medicines the importation or possession of which would be in breach of the Veterinary Medicines Regulations 2013 or equivalent regulations in any relevant jurisdiction.
- 8. The Client undertakes to give the Company all necessary instructions in good time and warrants the accuracy of any information given by them.
- 9. The Client shall deliver or procure the delivery of the Consignment into the possession or control of the Company or that of any third party appointed by the Company to accept delivery on its behalf. When so delivering (or procuring delivery) the Client shall furnish a full written description, with attendant images on readily accessible media where appropriate, of the Consignment sufficient to enable the Company or third-party representatives to identify them.
- 10. The Client shall be bound by and deemed to warrant the accuracy of all descriptions, values and other particulars furnished to the Company for the purpose of identifying the Consignment or for customs, consular or other purposes and undertakes to indemnify the Company against all losses, damages, expenses and fines arising from any inaccuracy in or omission from the above particulars even if such inaccuracy or omission is not due to any negligence.
- 11. The Client warrants that it will comply with the following rules and obligations in connection with the Company's transportation of a Consignment:
 - i. only items specifically required for the Registered Horse during the flight may travel in the pallet with the Registered Horse, for example, hay, feed, water, blankets;
 - ii. if anything other than hay, feed, water or basic in flight apparel (rugs, boots, spare headcollar/leadrope) is required, a written request must be sent to the Company's Lead Janah Shipper by email in a timely fashion in advance of the shipment. The Client may not ship any such additional items without the express written consent from the Company's Lead Janah Shipper or from a member of the Company's Management Team;
 - iii. if there is a requirement for a Registered Horse to be given supplements and/or medication on the flight, a written request must be sent to the Company's Lead Janah Shipper by email in a timely fashion in advance of the shipment. The Client may not ship any such supplements and/or medication without the express written consent from the Company's Lead Janah Shipper or from a member of the Company's Management Team;
 - iv. where permission is provided for supplements and/or medication to be carried on a flight in accordance with Condition 11(iii) above, such supplements and/or medication will be limited to only the amounts required for the flight and post arrival quarantine and must be accompanied by a signed veterinary declaration. This detail must be submitted by email in advance to the Company's Lead Janah Shipper in order that approval can be obtained. If it is not submitted by email in advance of the flight and/or approval is not provided by the Company's Lead Janah Shipper then such items may not be shipped;

- v. items that do not relate to the Registered Horse for a flight may not travel with the shipment unless authorisation has been requested and approved by the Company's Lead Janah Shipper responsible for the flight;
 - vi. any equipment that travels with the Registered Horse in cargo must be accompanied by a full packing list which should be submitted to the Company's Lead Janah Shipper in a timely fashion for approval prior to the flight. The contents of the trunks that travel are the full responsibility of the person packing and completing the packing list. No dangerous, banned or illegal items may be packed, and it is the responsibility of the person packing to check that all items are permitted in the country of destination. Should any dangerous, banned or illegal items be found then all the equipment will be removed from the flight and any costs relating to this will be for the account of the person responsible.
12. The Client is solely responsible for ensuring that all personnel provided by it to accompany or assist with any Consignment (including without limitation flying grooms, grooms travelling in road vehicles, veterinarians, animal attendants, drivers or others) ("**Client Personnel**") are covered by appropriate travel and other insurance providing cover for medical treatment (including repatriation), personal injury or death and for ensuring that such personnel hold all necessary passports and visas etc.
 13. 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 the 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.
 14. The Client undertakes (i) to make no claim against any Director, servant or agent of the Company and (ii) 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 Conditions.
 15. The Client shall indemnify the Company against any costs, 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.

The Company's Charges and Lien

16. Any quotations given by the Company as regards the probable costs and expenses of the provision of the Services, which include the cost of the provision of services by any third party, are based on rates of freight, insurance, or other charges applicable to the Consignment or the carriage thereof prevailing at the date of the quotation. If at any time after the date of the quotation any changes occur in the rates such extra charges shall be reimbursed by the Client or at the discretion of the Company immediately become the liability of the Client, notwithstanding that prior notice of any such change may not have been given.
17. All charges, expenses, or other sums which, under these Conditions, fall due to be paid by the Client to the Company shall be of such amounts as set out in the Order (subject to Condition 16).
18. Unless otherwise set out in the Order:
 - i. The Company shall endeavour to invoice the Client for the provision of the Services within 30 days' after shipment of the Consignment; and
 - ii. Payment shall be due from the Client to the Company within 30 days of the invoice date.

It is noted by the Client that in some cases payment for the provision of Services will be required prior to the Services being supplied. Where this is the case, the details surrounding the invoicing and advanced payment will be set out in the Order / Order Confirmation.

19. Without prejudice to any other right of the Company, interest shall be payable on all overdue accounts at the rate of 2% per month above the base rate of the Barclays Bank plc from time to time applicable on all balances outstanding until payment.
20. Where payment is due from the Client in advance but remains unpaid the Company shall not be obliged to carry out any of its obligations hereunder until payment is made, but the Client shall remain subject to these Conditions.
21. 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.
22. The Company shall have, in addition to any other right or remedy available to it, a general lien and power of sale over all Consignments and documentation relating to the same in its control, custody or possession in respect of all sums due at any time from the Client whether or not relating to that particular Consignment. If such lien is not satisfied such Consignment 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'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. The Company shall not be obliged in exercising such lien to achieve any particular price or value for the Consignment 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 racing or equestrian sport publication. The Client hereby irrevocably appoints the Company as its attorney to sign, execute and deliver on its behalf all deeds and documents and to do all acts and things necessary to enable the registration of the Company as owner of the Consignment (or any part of it) in exercise of its power of sale.

Boarding Terms

23. When in the Company's opinion it is reasonably necessary or expedient to do so the Company may board Bloodstock that is in transit or awaiting shipment either at a facility of its own or at third party boarding facilities.

24. The Company will also board Bloodstock, without limitation:
- i. when it has been specifically instructed in writing to do so by a Client and has accepted those instructions;
 - ii. where owing to circumstances beyond the control of the Company there is delay in forwarding the Consignment;
 - iii. because payment of any sum due in respect of the Consignment is outstanding.
25. When boarding Bloodstock on behalf of Clients the Company shall be entitled, whether using its own boarding facilities or those of a third party to make reasonable charges for the provision of such boarding facilities and expenses incidental thereto including any necessary medicine or veterinary treatment and any re-examination required by the import regulations of the country of destination, shall be payable by the Client without prejudice to the Client's rights against any other person. Except where the same is proven to be caused as a direct result of the Company's own negligence or that of its employees, the Company will accept no liability for death, loss or theft of or damage or injury to any Bloodstock whilst boarding. In a case where the Company or its employees are proven to have been negligent then the Company's maximum liability in respect of any loss shall in no circumstances be any greater than under Condition 45.

Provision of Advice, Information, Valuation and Other Services

26. Subject to the other terms and provisions in these Conditions, upon specific written agreement with the Client the Company may provide additional services ancillary to and complementary to the carriage of the Consignment.
27. 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 the Contract.
28. 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.
29. The Company may use its employees or sub-contractors (such as veterinarians and grooms) in the course of transporting a Consignment ("**Company Personnel**"). Whilst the Company shall use its reasonable endeavours to ensure that such Company Personnel act in the best interests of the Bloodstock comprised in a Consignment at all relevant times, the liability of the Company in respect of the acts or omissions of the Company Personnel shall be limited in accordance with the terms of Conditions 41 to 846 and the Client shall indemnify and hold harmless the Company against any loss, injury or damage suffered by such Company Personnel as a result of any act or omission of the Client or the Client Personnel.

Terms of Carriage

30. Unless otherwise specifically agreed to the contrary with the Client the Company shall be entitled:
- i. To carry a Consignment as Principal; or
 - ii. To procure the carriage of a Consignment as the agent of the Client; or
 - iii. To procure part of the carriage as agent and to carry the remainder as Principal (for example where road transport is provided by the Company as Principal and air transport is procured from a third party carrier).

The Company acting as Principal

31. When acting as Principal the Company:
- i. deals on the basis of these Conditions alone;
 - ii. is not a common carrier;
 - iii. shall have a reasonable liberty as to the means, routes and procedures to be followed in the carriage, handling and safekeeping of the Consignment.
32. Save where the Company has been given and has accepted in writing instructions as carrier to arrange delivery of a Consignment to a specified destination by a specified date, the Company accepts no responsibility for departure or arrival dates of a Consignment. In any event the Company's responsibility shall only be to use its reasonable endeavours as carrier to deliver the Consignment to the specified destination by the specified date given and accepted as aforesaid
33. The Company will not accept or deal with Bloodstock of a dangerous or damaging nature or with Bloodstock 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 it shall be liable for all loss or damage arising to or from such Bloodstock and, without prejudice to Conditions 49, 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.
34. 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.
35. If the Client or its nominee does not take prompt delivery of any Consignment the Company shall be entitled to board or store the Consignment at the Client's risk and expense on the terms set out in Conditions 23 to 25 (inclusive). Should the Consignment not be collected within a reasonable time after notice to the Client 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.
36. Unless special arrangements to the contrary have been made the Company shall be under no obligation to

forward or to deliver the Consignment until all freight and other charges have been paid by the Client.

37. The Company draws the attention of the Client in particular to Article 17, Paragraph 4(f) of the CMR which contains specific provisions for relief of liability of the carrier arising from the special risk inherent in the carriage of livestock.
38. The Company shall be under no obligation to put in place or maintain any insurance in respect of Consignments (save in so far as it may be required to do so by law) and the Client is responsible for obtaining any insurance cover which it may require against loss or injury and also in respect of delay and misdelivery.

The Company acting as agent

39. When acting as an agent, the Company will act on behalf of the Client in establishing contracts with third parties. The Company may also act as agent on behalf of carriers and other third parties with whom the client, as principal, enters into any contractual relationship through the Company. At the Client's request the Company will provide evidence of any contract negotiated with such third party on the Client's behalf but, in the event that the Company is unable to do so and in consequence, is found as a matter of law to have acted as Principal, its liability in such capacity shall be subject to the limits of liability specified in these Conditions.
40. When acting as an agent for the Client the Company shall, unless it is specifically agreed otherwise with the Client in writing:
 - i. arrange for carriage of a Consignment by any route, means or person at the absolute discretion of the Company;
 - ii. make no declaration of value or of special interest in delivery in respect of the Bloodstock.
41. Subject as provided in Condition 31, the Contract of carriage between the Client and the actual carrier shall be in accordance with the terms and conditions applied by such carrier.

The Company's Liabilities

42. Risk in the Consignment shall remain with the Client at all times notwithstanding that the Company or a carrier may have assumed possession, custody or control of the Consignment or any part of it.
43. Carriage in accordance with these Conditions (including, without limitation, any exclusions or limitations on liability of the Company) is subject to the rules and limitations relating to liability established by the Applicable Convention(s). Where there is any conflict between the terms set out in these Conditions and a term set out in Applicable Convention(s), so far as is permitted by law, the terms set out in these Conditions shall take priority.
44. When acting as Principal in boarding Bloodstock or carrying a Consignment the Company shall not be liable for death, physical injury, loss, theft, mis-delivery or damage to the Consignment occurring during the period in which it is deemed to have charge of the Consignment 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:
 - i. any act or omission of the Client or his agent or Principal or any Client Personnel;
 - ii. any injury self-inflicted by the Bloodstock or inflicted by any other animal;
 - iii. 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 Bloodstock or inability of the Bloodstock to withstand transit;
 - iv. insufficient packing, marking, labelling or identification save when the Company expressly undertook in writing responsibility for such packing, marking, labelling or identification;
 - v. handling, loading, stowage or unloading of the Consignment by the Client or his agent or Principal or any Client Personnel;
 - vi. inherent defect quality, nature or vice of the Consignment;
 - vii. injury to, or death of, any Client Personnel (save to the extent caused by the negligence of the Company);
 - viii. strike, lockout, stoppage or restraint of labour and legal or illegal restriction on movement or delivery;
 - ix. any cause or event whatsoever which the Company was unable to avoid and the consequences of which the Company was unable to prevent by the exercise of reasonable diligence.
45. The Company's total liability for loss of any kind whatsoever and howsoever arising under the Contract, pursuant to which the Company is liable for under the these Conditions, shall in no circumstances exceed the lowest of:
 - i. £4000 (provided that this limitation shall not apply to liability of the Company as carrier under an Applicable Convention);
 - ii. The value of the loss actually proven to have been sustained; and
 - iii. The maximum amount payable in accordance with the Applicable Convention (if any).
46. The Company shall not in any circumstances whatsoever be liable for indirect or consequential loss such as (but not limited to) loss of profits and/or loss of market value, or the consequence of delay or deviation howsoever caused or arising, whether or not the Company had knowledge that such loss or damage might be incurred.
47. If a Consignment or any Client Personnel causes damage to or destruction of another shipment or the property of the Company, the Client shall indemnify the Company for all losses, costs and expenses incurred as a result. Any Consignment (or part thereof) which, for whatever reason, is likely to endanger persons or property (including the mode of transport in which the Consignment is carried) may be abandoned or destroyed by the Company without notice and without liability attaching to the Company.

48. Whenever the liability of the Company is excluded or limited under these Conditions, such exclusion or limitation applies to agents, servants or representatives of the Company.
49. In addition to and without prejudice to any terms set out in these Conditions, the Client undertakes in any event to keep the Company harmless from, and keep the Company indemnified against, all losses, expenses, claims or demands whatsoever and by whomsoever made in excess of the liability of the Company to the Client under these Conditions in respect of any loss, damage or injury however caused, whether or not by the negligence of the Company, its servants, agents or subcontractors other than death or personal injury caused by the negligence of the Company. If the Client or any employee servant or agent or other person authorised by the Client travels by transport arranged or provided by the Company or its agents the Company is under no liability to him or his representatives for loss or damage to his property however caused or for any other loss however arising nor for the loss of life or personal injury unless caused by the negligence of the Company its servants or agents.

Documentation

50. Where the Consignment is to be carried by air for any leg of the journey, the Client shall make out an Air Waybill in the form and manner prescribed by the Company (or where required shall complete an e-AWB), and shall deliver such Air Waybill to the Company simultaneously with the acceptance of the Consignment by the Company for carriage.
51. Where the Consignment is to be carried by road for any leg of the journey, the Client shall make out a Consignment Note in the form and manner prescribed by the Company and shall deliver such Consignment Note to the Company simultaneously with the acceptance of the Consignment by the Company for carriage.
52. All charges shall be included in the Air Waybill and/or Consignment Note. The Company may require the Client to make out separate Air Waybills and/or Consignment Notes when the Client has more than one Consignment.
53. The Company may, at the Client's request, make out the Air Waybill and/or Consignment Note in which event the Company shall be deemed to have done so as agent for the Client. If the Air Waybill and/or Consignment Note handed over with the Consignment does not contain the required particulars, or is incorrect or incomplete then the Company is authorised to complete or correct the Air Waybill and/or Consignment Note to the best of the Company's knowledge and ability.
54. No declaration of the value of any Bloodstock (or any other component of a Consignment) in an Air Waybill or Consignment Note or any other document relating to the carriage of a Consignment, or any declaration of value made orally, shall constitute a special declaration of interest for the purpose of the Applicable Convention and the Company shall not, and shall not be obliged to, make any such special declaration of interest to any carrier when acting as agent for the Client. In no circumstances shall any such declaration serve to oust the limits on liability set out at Condition 45 above.
55. The Client is responsible for the correctness of the particulars and statements contained in the Air Waybill or Consignment Note or any other record of shipment. The Client shall fully indemnify the Company against all damage suffered by the Company, or by any other person to whom the Company is liable, by reason of the incorrectness or incompleteness of the particulars and statements furnished by the Client.
56. Unless otherwise agreed it shall be the Client's responsibility to obtain and supply to the Company any and all documentation required by the authorities in any country through which the Consignment is to pass (including the final destination), including but not necessarily limited to: import and export licences; veterinary certificates; and identification papers. The Company shall not be responsible for any delay or loss arising from the Client's failure to comply with such obligation and/or the incompleteness, incorrectness or other deficiency in the documentation supplied.
57. To the extent relevant to the Consignment, the Client warrants that it has complied in full with the requirements of Animal Health Law, the Equine Passport Regulation and the Equine Identification (England) Regulations 1018/761 in respect of the Bloodstock or, in the case of Consignments entering or transiting through any other jurisdiction any equivalent laws or regulations which apply in such jurisdiction.

Claims

58. Subject to Conditions 59, the Client agrees to make any claim it may have against the Company under these Conditions, in writing without delay by notice in writing sent by first class recorded delivery post or email in accordance with Conditions 68 to 70 (inclusive). Should the Company suffer prejudice through the late presentation of a claim it shall be relieved of liability in respect of such claim.
59. 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.

Compliance with Bribery Act 2010

60. The Client shall, in respect of any Consignment, comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (**Relevant Requirements**) and shall not engage in any activity, practice or conduct in relation to a Consignment which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK.
61. The Client shall have and maintain in place its own policies and procedures including adequate procedures under section 7(2) of the Bribery Act 2010, to ensure compliance with the Relevant Requirements.

Termination

62. Without limiting its other rights or remedies, the Company may terminate the Contract with immediate effect by giving written notice to the Client if:

- i. the Client commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;
 - ii. the Client takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - iii. the Client suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
 - iv. the Client's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.
63. Without limiting its other rights or remedies, the Company may suspend provision of the Services under the Contract or any other contract between the Client and the Company if the Client becomes subject to any of the events listed in Condition 62(i) to 62(iv), or the Company reasonably believes that the Client is about to become subject to any of them, or if the Client fails to pay any amount due under this Contract on the due date for payment.
64. Without limiting its other rights or remedies, the Company may terminate the Contract with immediate effect by giving written notice to the Client if the Client fails to pay any amount due under the Contract on the due date for payment.
65. On termination of the Contract for any reason the Client shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of any Services supplied but for which no invoice has been submitted, the Company shall submit an invoice, which shall be payable by the Client immediately on receipt.
66. Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
67. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

Notices

68. Any notice given to a party under or in connection with the Contract shall be in writing and shall be:
- i. delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - ii. sent by email to such email address as a party provides to the other in the formation of the Contract, or to such other email address as a party may notify the other party of from time to time.
69. Any notice shall be deemed to have been received:
- i. if delivered by hand, at the time the notice is left at the proper address;
 - ii. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
 - iii. if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.
70. Conditions 68 and 69 do not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

General

71. Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from a Force Majeure Event. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 30 days', the party not affected may terminate the Contract by giving 14 days' written notice to the affected party.
72. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by Condition 73.
73. Each party may disclose the other party's confidential information:
- i. to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this Condition; and
 - ii. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
74. Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.
75. The Contract constitutes the entire agreement between the parties.
76. Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based

on any statement in the Contract.

77. No variation of a Contract shall be effective unless it is agreed in writing by the parties (or their authorised representatives).
78. A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
79. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
80. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this Condition the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
81. The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
82. Each party agrees to comply with all applicable requirements of Applicable Data Protection Laws in carrying out its respective obligations under this Agreement.

Governing Law and Jurisdiction

83. The Contract between the Company and its Client and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.
84. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.