



GENERAL CONDITIONS FOR TRANSPORT

- Article 1 - Any booking, shipment or operation of any kind, unless specifically agreed otherwise between the parties, implies acceptance by the customer of the terms and conditions stated hereinafter.
- Article 2 - **DRAWING UP OF THE CONTRACT :**
The contract between STH-HIPAVIA and its customer is drawn up according to commercial use and in particular orally in the event of an emergency. If the contract is drawn up by the authorised agent of the animal's owner, the powers of the latter are established by providing documents relating to the animal, or by signing the shipping contract.
- Article 3 - **INSTRUCTIONS :**
Full instructions must be provided for each shipment: general and permanent instructions are not permitted. Customers assume the sole responsibility for any consequences originating from incorrect, incomplete or late declarations or documents. Responsibility for carrying out the formalities or specific operations can, under no circumstances, be left to our initiative, with the exception of the transportation itself.
- Article 4 - **EQUIPMENT :**
The customer must provide the equipment required to secure the animal for which he/she requests transport, in addition to any protective equipment at the customer's convenience, if the latter would like the animal to be especially protected, in addition to the list of this equipment. STH-HIPAVIA cannot be held liable for injuries caused by this equipment or the poor use of this equipment, in addition to any damages, losses or theft of the equipment accompanying the animal.
- Article 5 - **NATIONAL ROAD TRANSPORT :**
Any transportation of living animals by road under French internal services, is subject to the special terms and conditions proposed by the Comité National Routier (C.N.R. - French National Road Freight Transport Committee) with the Ministry of Transport. These special terms and conditions complement or derogate from the general conditions for applying the tariffs for transporting goods by road (C.A.T.T.R.M.), in addition to the previous or following articles.
- Article 6 - **STH-HIPAVIA OBLIGATIONS :**
Transporting the animal with, unless otherwise agreed, control of the routes and means used for this purpose. STH-HIPAVIA handles the administrative and customs formalities (in particular for shipment abroad). STH-HIPAVIA is not required to check the exactitude of the information provided by the customer. STH-HIPAVIA reserves the right to undertake "grouping" operations, in which animal shipments are grouped together from multiple senders or to the address of multiple addressees.
- Article 7 - **CUSTOMER OBLIGATIONS :**
Providing the documents relating to the description of the horse and enabling it to be identified. Providing the list of equipment and products accompanying the animal. Providing any information regarding the transportation of the animal (vices, defects, illnesses, value, intolerance to sedatives).
- Article 8 - **RECEPTION OF THE ANIMAL :**
As much regarding the animal's identification as appreciating its condition, the deadlines for reserves are those provided for in the Code of Commerce and the Warsaw Convention, and shall not exceed three days.

Article 9 - **STH-HIPAVIA LIABILITY :**

STH-HIPAVIA is only liable for damages resulting from its own actions. STH-HIPAVIA shall not be held liable for those resulting from actions from the carriers that it employs, even in the event of fraud by the carrier or one of its agents. STH-HIPAVIA cannot be confused with its service providers, who are liable for their own activity, the customer being bound by the limits of this activity (deadlines, restrictions per package, etc.). In the event where the choice in carrier is imposed upon STH-HIPAVIA by the customer, the former shall only be subject to the general obligations of the authorised agent.

STH-HIPAVIA is not liable for the consequences resulting from the provision of incorrect information by the customer. STH-HIPAVIA is in no way liable for damages, losses or theft of the equipment accompanying the animal. In any event, the liability of STH-HIPAVIA is conventionally restricted to the rate of compensation granted by the carriers (S.N.C.F., Shipping Companies, etc.) or set by international conventions in the event of international or air transport.

Article 10 - **INSURANCE :**

STH-HIPAVIA is the holder of a civil liability contract. Unless expressly requested by the customer, STH-HIPAVIA does not take out any animal insurance. Any horse transported by our company is insured in the event of death during an accident characterised by a policy taken out with a reputedly solvent company. The risk covered is limited to €1,600 per horse, €810 per foal/pony, €210 per donkey/mule/hinny et €14 per kilo for other animals. When the customer confers an animal whose value exceeds this limit, it falls within his/her responsibility to provide any orders required for the animal's insurance or to assume the transportation risks for the exceeding sum. Under no circumstances shall the compensation to be paid exceed the real, justified value of the animal within the aforementioned limits. In the event of goods not classed within the living animals category, STH-HIPAVIA liability is limited to €14 per kilo of raw weight of the missing or damaged goods with a maximum, overall limit obtained by multiplying the number of tonnes of the shipment by €2,300. In the event of delayed delivery, compensation shall be limited to the sum of the transport cost per horse.

Article 11 - **TARIFFS AND TERMS AND CONDITIONS FOR PAYMENT :**

Our prices are only valid if the shipment takes place according to the transportation instructions previously communicated in view of drawing up the quote. They may be revised if the service provided takes place more than thirty days afterwards, unless otherwise agreed. Unless otherwise specified, the tariffs do not include duties, charges and taxes required by the fiscal or customs administrations (such as import duties and taxes etc.), or accommodation costs or any other additional costs, unless these costs have been expressly specified in the offer. Invoices must be paid in cash. In the event of non-payment within the two months following the sending of the request for payment, the invoice amount shall be increased with interest corresponding to the discount rate of the Bank of France in effect at the time of invoice issuance and increased by two points. The customer undertakes to pay the agency fees and cost of the customers operations. Prices can only be given for information purposes and as a rough guide from train station to train station and airport to airport. It must be noted that a solidarity obligation exists between the sender and the addressee for the payment of all transportation costs.

Article 12 - **SECURITIES :**

STH-HIPAVIA has a right of first refusal over all goods conferred to it in guarantee of all of its debts, even those created from foreign operations or operations prior to the selected goods.

Article 13 - **CANCELLATION :**

In the event of cancellation by the customer of the animal shipment, he/she must pay compensation to STH-HIPAVIA for any expenses and agency fees.

Article 14 - **JURISDICTIONAL CLAUSE :**

In the event of conflict between the parties, only the Court of Commerce of Senlis or the Court of First Instance of Senlis shall claim jurisdiction according to the commercial or civil quality of the customer. The relationship between STH-HIPAVIA and its customer is governed by French Law and any applicable international conventions.