



LUCK GREAYER BLOODSTOCK SHIPPING LTD.

Trading Conditions

1. Arrangement of the [transportation of Goods (as defined below) and other services ancillary thereto] ('the Services') undertaken by Luck Greayer Bloodstock Shipping Ltd ('the Company') is transacted subject to the conditions hereinafter set out ('these Conditions') each one of which shall be deemed to be incorporated in and to be a condition of any agreement between the Company and any person firm or corporation with whom it contracts ('the Customer'). In any case where any acceptance of the Company's quotation by the Customer, or any order placed or instruction given by the Customer, contains any provision which conflicts in any way with any of these conditions these Conditions shall prevail and the Customer's terms or other provisions shall be of no-effect. No agent or employee (other than a director) of the Company has the Company's authority to alter or vary any of these conditions.
2. Any reference in these conditions to 'Goods' shall be deemed to include animals, livestock and bloodstock if appropriate, except where hereinafter expressly otherwise stated, and means the goods actually delivered by the Customer to the Company, whether or not described or identified in accordance with paragraph 9 of these conditions.
3. **IMPORTANT NOTE:** The Company is not a carrier. In particular, but without prejudice to the generality of the foregoing, the Company is not a "common carrier" or a "contracting carrier" within the meaning of the Carriage by Air (Supplementary Provisions) Act 1962 and any subsequent re-enactment thereof or a "carrier" within the meaning of the Convention on the Contract for the International Carriage of Goods by Road (CMR). Whenever the Company is instructed to provide anything other than the Services (eg: arrange transport, storage or any other carrier service) it is and shall act as agent for the Customer only and is authorised to entrust the Goods via those arrangements to third parties and the Customer is deemed to understand that such arrangements are subject to the standard terms and conditions of those third parties and the customer shall be bound by such terms and conditions and shall indemnify the Company against any claims arising thereunder.
4. The Customer represents and warrants that they are either (i) the owner of the Goods consigned or (ii) the authorised agent of the owner and accepts these conditions for themselves and for those for whom they are acting. The Company shall not be bound to recognise any title to the livestock in any person other than the Customer. Should the Company however receive evidence which in its absolute discretion the Company may deem sufficient to establish title in any person other than the Customer, the Company may if it desires act upon such evidence, but shall

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not incur any liability to the Customer or to any other person by reason of so acting.

5. The Company is entitled to retain or be paid all brokerages, commissions, allowances and other remunerations customarily retained by or paid to shipping, forwarding agents and insurance brokers.
6. 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 Goods 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 Customer or at the discretion of the Company immediately become the liability of the Customer, notwithstanding that prior notice of any such change may not have been given.
7. All charges, expenses or other sums which, under these conditions, fall due to be paid by the Customer to the Company shall be paid in advance or as otherwise agreed by the Company in its discretion. Without prejudice to any other right of the Company any sums not paid within 30 days of submission by the Company of its invoice or other account relating thereto shall bear interest from the due date until the date of payment, such interest to accrue from day to day at the rate of 3 per cent per annum over the National Westminster Bank PLC's base lending rate for the time being, after as well as before any judgement for such sums. Where payment is due from the Customer 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 Customer shall remain subject to these terms and conditions.
8. (i) Subject to specific instructions in writing given by the Customer 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 Goods. If in the opinion of the Company it is at any time necessary or desirable in the Customer'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 Customer.

(ii) Any instructions given to the Company may in the absolute discretion of the Company be complied with by the Company itself by its own servants performing part or all of the Services or by the Company employing or instructing or entrusting the Goods to others on such

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conditions as such others may stipulate to perform part or all of the services requested by the Company to be provided by them.

9. (i) The Customer shall deliver or procure the delivery of the Goods into the possession or control of the Company or any third party appointed by the Company to accept delivery on its behalf. When so delivering (or procuring delivery) the Customer shall furnish a full written description, with attendant images on readily accessible media where appropriate, of the Goods sufficient to enable the Company or third party representatives to identify them.

(ii) The Customer 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 Goods 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.

(iii) If the Company shall in its discretion provide accommodation or other boarding or procure the provision of accommodation or boarding of the livestock (a) before consignment to a carrier can be arranged or (b) at any stage in the journey or (c) where owing to circumstances beyond the control of the Company there is delay in forwarding the Goods or (d) because payment of any sum due in respect of the Goods is outstanding in each case the cost of such accommodation or board 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 Customer without prejudice to the Company's rights against any other person.

10. All duties, taxes, imposts or levies of any kind levied by the authorities at any port or place for or in connection with the Goods and any payments, fines, expenses, loss or damage incurred or sustained by the Company in connection therewith and any expenses properly incurred in relation to any Goods after arrival at the port of destination before delivery to the consignee are payable by the consignee but the Customer shall indemnify the Company against any such payments in the event that the consignee fails to pay the same.

11. It is the responsibility of the Customer to arrange insurance in respect of the Goods. No insurance will be effected by the Company except upon specific instructions given in writing by the Customer and agreed to by the Company. All insurances effected by the Company shall be effected by the Company as agents for and on behalf of the Customer and shall be

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subject to the exceptions and conditions imposed by the insurance company or underwriters taking the risk. The Company shall not be obliged to effect a separate insurance on each consignment but may declare it upon any open or general policy. Should the insurers dispute liability or quantum for any reason the insured shall have recourse against the insurers only and the Company shall not be under any responsibility or liability in relation thereto, notwithstanding that the premium upon the policy may not be at the same rate as that charged by the Company or paid to the Company by the Customer.

12. (i) The Company shall have no responsibility for the Goods unless they are in its actual custody and under its actual control, or in the actual custody and under the actual control of any third party appointed by the Company in connection with the Provision of the Services only, and the Company shall not in any event be liable for loss of or damage to the Goods or for failure to deliver the Goods unless it is proved that (a) such loss or damage or failure to deliver the Goods occurred while they were in the actual custody of the Company and under its actual control, or in the actual custody and under the actual control of any third party appointed by the Company in connection with the Provision of the Services only and (b) that such loss or damage or failure to delivery was not caused or materially contributed to by any act or neglect of the Customer and (c) was due to the wilful neglect or default of the Company or of its own servants or to the wilful neglect or default of any third party appointed by the Company or any of its servants in connection with the Provision of the Services only. For the avoidance of doubt the Goods shall only be deemed to be in the actual custody and under the actual control of the Company where the Company or its agent has taken physical delivery of the Goods and, for the avoidance of doubt, excludes any third party individual(s) engaged to accompany the Goods during any carriage by road or air, who are engaged by the Company as agent for the Customer.

(ii) Save as aforesaid the Company shall be under no liability in connection with the Goods or instructions given to it.

(iii) Further and notwithstanding the preceding sub-conditions the Company shall not in any event be under any liability for any consequential loss or loss of market however caused, unless the nature of any of the Company's potential liability for such consequential loss or loss of market was made known to the Company by the Customer in writing upon the acceptance of the Company's quotation by the customer or upon any order placed or instruction given by the Customer and the same was accepted by the Company in writing.

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(iv) In no case shall any liability of the Company howsoever arising and notwithstanding that the circumstances or cause of loss or damage may be unexplained exceed the value of the goods or a sum of £500 per ton of 20cwt on the gross weight of goods other than livestock, (whichever shall be the less) or in the case of livestock the amount of such insurance as the Company may in its discretion have taken out.

(v) In any event and notwithstanding any other provisions concerning the Company's liability under these conditions the Company shall not be liable:

- (a) for loss from a package or from an unpacked consignment of the Goods (other than livestock or bloodstock); or
- (b) for detention of or damage to Goods; or
- (c) for deviation from any route or delay in the delivery of Goods or for any partial failure unless in each and every case written notice thereof (otherwise than upon a consignment note or delivery document) be received by the Company within 14 days after the end of the transit;
- (d) for loss or non-delivery of the whole consignment, or of any package livestock or bloodstock forming part of the consignment, unless written notice of the loss or non-delivery (otherwise than upon a consignment note or delivery document) be received by the Company within 14 days of the date when the goods should have been delivered.

(vi) Without prejudice to the preceding provisions of this clause 12 the Company will not be liable for:

- (a) loss, damage or expense arising from death due to natural causes or death or injury of any animal constituting all or part of the Goods and caused by the conduct or acts of the animal itself or of other animals, nor for that caused or contributed to by the condition, nature or propensities of the animal, or by the inability of the animal to withstand unavoidable changes in its physical environment inherent in its carriage to its destination;

and/or

- (b) for any delays or failures in performance of the Company's obligations which result from circumstances beyond its reasonable control, such as, including but not limited to, meteorological conditions, acts of God, accident, strikes or other industrial actions or disputes, riots, civil commotion, embargoes, wars, hostilities, sabotage, disturbances,

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regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority, import or export regulations or any other factor whether or not of a similar nature.

13. (i) The Company shall not be obliged to make any declaration for the purpose of any statute, contract or convention as to the nature or value of the Goods or as to any special interest in delivery unless required by law or expressly instructed by the Customer in writing.

(ii) Where there is a choice of rates according to the extent or degree of the liability assumed by the carriers, warehouseman or others, the Goods will be forwarded or otherwise dealt with at Customer's risk or other minimum charges unless the Customer has otherwise expressly instructed the Company in writing in respect of that consignment, and no declaration of value (where optional) will be made unless the Customer has otherwise expressly instructed the Company in writing to make one in respect of that consignment.

[14. Instructions to collect payment on delivery in cash or otherwise are accepted by the Company upon the condition that the Company in the matter of such collection will be liable only for any failure to exercise reasonable care. Insofar as such instructions relate to charges incurred by the Company the agreement of the Company to collect the charges from any party other than the Customer shall not amount to a waiver of any of the Company's rights against the Customer, who shall, notwithstanding the above, indemnify the Company in relation thereto in the event that such charges are not paid within 10 days of request.]

15. If the Goods (including livestock, bloodstock and other perishable goods of any nature) are not taken up immediately upon arrival or which, in the opinion of the Company, are insufficiently addressed or marked or so otherwise unidentifiable that the Company cannot deliver them, or which in the case of non-perishable goods are not collected or accepted by the consignee after the expiry of 21 days' notice in writing to the customer, may be sold or otherwise disposed of without notice to the customer, sender, owner, or consignee of the Goods. All charges and expenses arising in connection with the sale or disposal of the Goods shall be paid by the Customer, and, payment or tender of the net proceeds of sale after deduction of the aforesaid charges and expenses and all other sums due to the Company under these conditions shall discharge all liability of the Company to any person firm or corporation in respect of the Goods.

16. The Company shall be entitled to a lien over the Goods delivered to it not only for the Company's charges in respect of the Goods but also for any general balance of account due from the Customer. In the event of any

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charges or other monies due from the Customer to the Company not being duly paid the Company may in its absolute discretion at any time while the Goods are in its possession custody or control after giving such notice as may be practicable destroy give away sell or otherwise dispose of the Goods and out of the proceeds arising from the sale or other disposition thereof retain all sums due and owing to the Company from the Customer at the time of the receipt by the Company of such proceeds or thereafter accruing together with the costs charges and expenses incurred by the Company in the disposal of the Goods and this condition shall be without prejudice to the right of the Company to recover any monies including such costs charges and expenses that may be due to the Company.

17. (i) This clause (17) applies to where the Goods are, or while in the custody of the Company or its servants agents or independent contractors or sub-contractors become, noxious, infectious, diseased, verminous or in any way dangerous to property or to the health or life of animals or persons (whether alone or in combination with other goods and whether or not by reason of the act or omission of any person other than the wilful neglect or default of the Company or of its own servants or of any third party appointed by the Company or of its servants).

(ii) Where this clause applies the Company or the person in whose custody the goods then are shall be at liberty to destroy or otherwise deal with the goods as in its or his discretion may seem desirable for the purpose of rendering the Goods harmless to the health or life of animals or persons.

(iii) Without prejudice to the provisions of clause 21 where this clause applies the customer shall indemnify the Company against all loss damage costs and expenses arising out of or connected with the fact or matter by reason whereof this paragraph applies.

18. The Company shall be under no obligation to arrange the feeding or watering of any livestock or bloodstock making up the Goods in its care except by special request of the Customer. The Company may however in the absence of such request arrange the feeding or watering of said livestock or bloodstock at the expense of the Customer if in the opinion of the Company it is reasonable so to do, but shall be under no liability for any consequence thereof.

19. Pending forwarding and delivery the Goods may be warehoused or otherwise held at such place or places as the Company may in its reasonable discretion decide are necessary or expedient at the Customer's risk and expense.

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20. By delivering the Goods pursuant to this contract, the Customer shall be deemed to offer to confer upon the servants, agents and independent contractors or sub-contractors of the Company severally the benefit of all the warranties, representations, limitations, and exclusions of or exemptions from liability, indemnities, defences, amenities and rights herein provided for the benefit of the Company upon such servants, agents or independent contractors or sub-contractors providing any services in connection with the Goods.
21. In addition to and without prejudice to the foregoing conditions the Customer undertakes in any event to keep the Company harmless from, and keep the Company indemnified against, all loss, expense, claim or demand whatsoever and by whomsoever made in excess of the liability of the Company to the customer 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 Customer or any employee servant or agent or other person authorised by the Customer 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.
22. If the Customer provides an e-mail address the Company shall be entitled to assume, unless expressly stated otherwise by the Customer in writing, that the Company can correspond with the Customer and any relevant third parties by that medium including for the transmission of documents. The Company will not be responsible for any unauthorised interception or the transfer of personal information to countries outside the European Economic Area.
23. In accordance with the Data Protection Act 1998 any personally identifiable data of the customer supplied to the Company may be disclosed to third parties where necessary in connection with the performance of the Company's obligations or as may be required by law and the customer consents to such disclosure.
24. For the purpose of the Contracts (Rights of Third Parties) Act 1999 the Agreement between the customer and the Company is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

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25. If any term or provision in these conditions shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law that term or provision or part shall to that extent be deemed not to form part of this agreement and the enforceability of the remainder of these conditions shall not be affected.

26. Any agreement between the Company and the Customers shall be read and construed in accordance with English law and the customer submits to the jurisdiction of the English Courts, but the Company may enforce this agreement in any part of the world.

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