

## IRT TRADING CONDITIONS

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1. The Consignor warrants that he is either the owner of the livestock consigned or is authorised agent and accepts these conditions for himself and those for whom he is acting. The "Company" (International Racehorse Transport) shall not be bound to recognise any title to the livestock in any person other than the Consignor.
2. The Consignor warrants that the livestock is in all respects fit and suitable for consignment of the intended journey.
3. Where import regulations of the country of designation require certificate(s) relating to the health of livestock, the cost of any necessary veterinary examination and/or test shall be borne by the Consignor and is not included unless otherwise stated in any quotation.
4. If the cost of freight or any insurance required to be effected by the Company is increased above the rates ruling at the date of quotation the excess shall be payable by the Consignor.
5. The Company shall be under no obligation to forward the livestock until the freight and all other charges payable by the Consignor have been paid.
6. If the Company shall require to board or procure the boarding of the livestock before consignment to a carrier can be arranged or at any stage in the journey or where owing to circumstances beyond the control of the Company there is delay in forwarding the livestock or until payment of any sum due in respect of such livestock is received, the cost of such board and expenses incidental thereto including any necessary medicine or veterinary treatment, re-examination required by the import regulations of the country of destination, shall be payable by the Consignor without prejudice to the Company's rights against any other person.
7. Livestock delivered to the Company shall be held by it subject to a lien not only for the Company's charges in respect of the particular livestock, but also for any general balance of account due to the Company from the Consignor. Upon failure by the Consignor to make any payment to the Company of any such amount when due, the Company shall be entitled to all of the rights and remedies of a secured party under the California Commercial Code, which rights and remedies shall be in addition to any other legal rights and remedies available to the Company at law or in equity.
8. Livestock is forwarded by the Company subject to the Conditions of the steamship company or other carrier governing such freight.
9. All duties, taxes, imposts or levies of any kind payable at the port of destination, and except when a thorough quotation is given by the Company, any expenses properly incurred in relation to the livestock after arrival at the port of destination before delivery to the Consignee are payable by the Consignee but the Consignor shall indemnify the Company against any such payments which the Company shall be required or deem it necessary to make.
10. The Company's liability on any claim of any kind, including liability for breach of contract and negligence, involving any loss or damage arising out of, or connected with or resulting from the acts or omissions of the Company, its servants or agents in connection with the livestock accepted by the Company, shall be limited to and in no case exceed the sum of all costs, charges and other amounts payable by the Consignor to the Company on account of the livestock so accepted by the Company. The liability hereby shall include liability for the death, illness, escape or injury to the livestock. In no event shall the Company be liable for any special, consequential or incidental damages.
11. The existence, validity, construction and operational effect of this document and all of its provisions shall be determined in accordance with the laws of the State of Illinois.
12. The invalidity in whole or in part of any term or condition hereof shall not affect the validity of any other term or condition hereof.
13. No printed or other stated term or condition appearing on any document of Consignor, whether dated prior to or subsequent to the date hereof, which is in conflict with a term or condition herein provided, shall be binding on the Company unless such conflicting term or condition is specifically approved in writing by a duly authorized representative of the Company.
14. Unless otherwise stated, payment to the Company is due in full upon receipt of invoice/shipment, etc. Amounts past-due are subject to a service charges equal to the lesser of one and one-half percent (1.5%) per month and the maximum rate permitted by law. In the event it becomes necessary for the Company to bring suit against the Consignor for breach of any on the Company's general conditions of trading, either for recovering of monies due or for damages incurred, the Company shall be entitled to recover, in addition to damages or recovery of monies due, attorneys' fees and costs and disbursements of said suit.