

IRT (UK) LIMITED TRADING CONDITIONS

1. All business undertaken by IRT (UK) Limited ("IRT") is transacted subject to the conditions set out below which will be deemed to be incorporated in and to be a condition of any agreement between IRT and its customers. IRT is not a common carrier and only deals with animal / goods subject to these conditions. No agent or employee of the Company has the Company's authority to alter or vary these conditions.
2. The customer warrants that he is either the owner of the livestock or goods consigned or is the authorised agent of such owner and accepts these conditions for himself and for those for whom he is acting. IRT shall not be bound to recognise any title to the livestock in any person other than the customer. Should IRT however receive evidence which in its absolute discretion IRT may deem sufficient to establish title in any person other than the customer IRT may if it desires act upon such evidence, but shall not incur any liability to the customer or to any other person by reason of so acting.
3. Any instructions given to IRT may in the absolute discretion of IRT be complied with by IRT itself by its own servants performing part or all of the relevant services or by IRT employing or instructing or entrusting the animal / goods to others on such conditions as such others may stipulate to perform part or all of the services.
4. Subject to express instructions in writing given by the customer IRT reserves to itself absolute discretion as to the means route and procedure to be followed in the handling storage and transportation of animals / goods. Further if in the opinion of IRT it is at any stage necessary or desirable in the customer's interest to depart from those instructions IRT shall be at liberty to do so.
5. If IRT 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 IRT 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 and any re-examination required by the import regulations of the country of destination shall be payable by the customer without prejudice to IRT's rights against any other person.
6. IRT is entitled to retain and be paid all brokerages commission allowances and other remunerations customarily retained by or paid to shipping and forwarding agents (or freight forwarders) and insurance brokers.
7. Any quotation is given on the basis of immediate acceptance and is subject to the right of withdrawal or revision. If the cost of freight or any insurance required to be effected by IRT is increased above the rates prevailing at the date of such quotation the excess shall be payable by the customer.
8. The customer shall be deemed to be bound by and to warrant the accuracy of all descriptions values and other particulars furnished to IRT for customs consular and other purposes and the customer undertakes to indemnify IRT against all losses damages expenses and fines arising from any inaccuracy or omission even if such inaccuracy or omission is not due to any negligence on the part of the customer his servants or agents.
9. All duties taxes imposts or levies of any kind levied by the authorities at any port or place for or in connection with the animal / goods and any payments fines expenses loss or damage incurred or sustained by IRT in connection therewith and any expenses properly incurred in relation to any livestock after arrival at the port of destination before delivery to the consignee are payable by the consignee but the customer shall indemnify IRT against any such payments in the event that the consignee fails to pay the same.
10. No insurance will be effected except upon express instructions given in writing by the customer and all insurance effected by IRT are subject to the usual exceptions and conditions of the policies of the insurance company or underwriters taking the risk. IRT shall not be under any obligation to effect a separate insurance on each consignment but may declare it on any open or general policy. Should the insurers dispute liability for any reason the insured shall have recourse against the insurers only and IRT 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 its customer.
11. Livestock and goods are accepted by IRT solely at the risk of the customer and IRT its servants and agents shall be under no liability in contract tort or otherwise for the death illness escape of or injury to any livestock and damage to any goods whatsoever cause arising nor for any loss or damage suffered by the customer or anyone claiming through him by reason

of anything done or omitted to be done by IRT its servants or agents in connection with such livestock or goods nor shall IRT be under any liability for any delay or consequential loss or loss of market however caused.

12. IRT shall be discharged from all liabilities:

(a) for loss from a package or an unpacked consignment or for damage deviation or mis-delivery (however caused) unless notice be received in writing within seven days after the end of the transit where the transit ends in the British Isles or within fourteen days after the end of the transit where the transit ends at any place outside the British Isles.

(b) For loss or non delivery of the whole of a consignment or any separate animal / package forming part of the consignment (however caused) unless notice be received in writing within 28 days of the date when the animal / goods should have been delivered.

13. (a) IRT shall not be obliged to make any declaration for the purpose of any statute or contract as to the nature of any animal / goods or as to any special interests in delivery unless required by law or expressly instructed by the customer in writing.

(b) Where there is a choice of rates according to the extent or degree of the liability assumed by carriers warehousemen or others animals / goods will be handled at customer's risk or other minimum charges and no declaration of value (where optional) will be made unless express instructions in writing to the contrary have previously been given by the customer.

14. If the sender or any employee servant or agent or other person authorised by the sender travels by transport arranged or provided by IRT or its agents IRT is under no liability to him or his representatives for the loss of life personal injury or delay of or loss or damage or delay to his property however caused or for any loss however arising.

15. IRT is under no liability to feed and water livestock unless by special request. IRT may however in the absence of such request or agreement arrange the feeding and watering of livestock at the expense of the customer if in the opinion of IRT it is reasonable to do so without incurring liability for any consequences thereof.

16. Instruction to collect payment on delivery (C.O.D) in cash or otherwise are accepted by IRT upon the condition that IRT in the matter of such collection will be liable for the exercise of reasonable diligence and care only.

17. Without prejudice to condition 2 above IRT shall have the right to enforce any liability of the customer under these conditions or to recover any sum to be paid by the customer under these conditions not only against or from the customer but also if he thinks fit against or from the sender and or consignee and or owner of the animal / goods.

18. Livestock and goods delivered to IRT shall be held by it subject to a lien not only for IRT's charges in respect of the particular livestock or goods but also for any general balance of account due from the customer. In the event of any charges or other monies due from the customer to IRT not being duly paid the Company may in its absolute discretion at any time while the livestock is in its possession custody or control after giving such notice as may be practicable destroy give away sell or otherwise dispose of the livestock and out of the proceeds arising from the sale or other disposition thereof retain all sums due and owing to IRT from the customer at the time of the receipt by IRT of such proceeds or thereafter accruing together with the costs charges and expenses incurred by IRT in the disposal of the livestock and / or goods and this condition shall be without prejudice to the right of IRT to recover from the consignor any monies including such costs charges and expenses that may be due to IRT.

19. In addition to and without prejudice to the foregoing conditions the customer undertakes that he shall in any event indemnify IRT against all liabilities suffered or incurred by IRT arising directly or indirectly from or in connection with the customer's instructions or their implementation or the animal / goods and in particular the customer shall indemnify IRT in respect of any liability it may be under to any servant agent or subcontractor or any haulier carrier warehouseman or other person whatsoever at any time involved with the animal / goods arising out of any claim made directly or indirectly against any such party by the customer or by any sender consignee or owner of the animal / goods or by any person interested in the animal / goods or by any other person whatsoever.

20. The word "customer" in these conditions means the person or firm at whose request IRT has agreed to arrange the carriage of animals / goods whether or not such person or firm is the owner or consignor of the animal / goods.

21. All charges and disbursements outlaid on behalf of customers are payable to IRT on demand by invoice or otherwise. The Company reserves the right to charge interest on any account which remains unpaid 30 days or more such interest to be calculated on a daily basis commencing 30 days after the date of any invoice rendered by the Company at the rate of 2% per annum above base rate from time to time of Barclays Bank plc.

22. All agreements between IRT and its customers shall be governed by English law and be within the exclusive jurisdiction of the English courts.