



# WORLD HORSE

## — T R A N S P O R T —

### General Conditions World Horse Transport BV

#### 1. General

Our services and services are subject to the General Conditions of Carriage of Animals (AVVC) and, in addition, the General Conditions of Carriage (AVC). Cross-border road transport takes place in accordance with the CMR convention. All disputes arising from or related to the contract(s) concluded between the parties will be settled by the competent civil court within whose jurisdiction our domicile is located, unless the subdistrict court is competent. All our agreements, services and services are exclusively governed by Dutch law. Supplemented by our general terms and conditions. Deviations can only be agreed with us in writing.

The other party's own terms and conditions shall remain unaffected, insofar as they do not conflict with the terms and conditions set by World Horse Transport BV. In that case, these terms and conditions shall prevail at all times.

World Horse Transport BV may change and/or amend its terms and conditions at all times, provided that this is in accordance with applicable law. The General Terms and Conditions are available at all times on our website and will be made available upon conclusion of the agreement.

## 2. Acceptance and execution of services

An offer relating to services provided by us shall not be deemed to have been accepted until we have received written confirmation **and 40% of the total amount is prepaid.**

For execution of the requested services World Horse Transport BV only requests data (see our Privacy Statement). If there are any details about the horse(s) that may have consequences for the well-being of the horse or the safety of World Horse Transport BV employees, they are obliged to report this in writing prior to transport. Serious damage caused by a horse is at the expense of the client/owner. World Horse Transport BV may at all times refuse transport without reason.

World Horse Transport BV is authorised, at its own discretion, to charge costs if necessary for the well-being of the horse such as extra stabling, kilometres and veterinary surgeon. This also includes extra waiting time for the drivers in the event, for example, that they do not want to load a horse or do not want it to be in order.

have the documents. From 30 minutes onwards €25,- extra per driver per 30 minutes will be charged.

In case of a collective/composite transport no guarantees can be given for the time and date of loading and unloading, this can be 7 days a week during the whole day. Even if agreed World Horse Transport BV may always move a collective/composite transport if cancellations are made by other customers. World Horse Transport BV cannot be held liable if damage occurs as a result.

If a horse falls ill internally, we will charge €30,- for stabling per day. This also applies if there is a transport ban or other forms of force majeure.

### 1. Cancellation

A booking / order confirmation is binding, a (place on the) car will be reserved which cannot be filled in any other way at short notice. This is also the case if it appears that a horse cannot be loaded due to, among other things, a lack of valid health papers, (registered) passport or if the horse does not allow itself to be loaded and the safety of the horse and/or personnel is endangered as a result.

If an order is cancelled within 7 days prior to this, the full invoice amount must still be paid. Unless a veterinary certificate can be shown (in Dutch or English). In that case, the invoice amount will be waived, however, costs already incurred will be charged (such as, for example, boat bookings).

World Horse Transport BV does have a coudance rule in this respect, however, which allows the order to be carried out within 3 months, for the same amount or amount already paid.

### 2. Payment

The invoice must be paid within the term stated on the invoice or, if agreed at the latest, at the start of the assignment. The client may also issue a one-off authorisation to have the invoice amount automatically debited by us. In the event of reversal, €10,- extra will be charged.

For intracommunity payments, the client must immediately leave a valid VAT number with the name of the client. Before the VAT rate will be set at 0%, a VAT validation will be requested. This only applies to clients outside the Netherlands and within the EU.

If cash payments are made in a currency other than the euro, all costs will be added to the total amount, for example the exchange rate.

If the payment term is exceeded, interest of 5% per month may be charged on the outstanding amount.

### **3. Liability**

In accordance with Article 11 sub G of the General Transport Conditions and Article 17 paragraph 4 sub F of the CMR Convention, horses are transported and cared for at the risk of the client/principal. World Horse Transport BV can therefore not be held liable for any injury incurred before, during or after transport, during loading and/or unloading and during stabling.

World Horse Transport BV transported under General transport conditions and the CMR convention, this means, among other things, that there is only limited cover in the event of an accident or calamity. It is possible to take out additional insurance. If you wish, we can provide you with an offer. We place this policy with a reputable insurer, specialized in insuring horses.

In case of force majeure on our side, we can decide to suspend our obligations or change time/date. If the force majeure situation has lasted longer than ninety days, the parties have the right to terminate the agreement by means of written dissolution. What has already been performed pursuant to the agreement will then be settled proportionately.

### **4. Other**

For World Horse Transport BV may also be read: World Horses BV, WHT Horses BV, World Horse Stables BV, European Horses BV