

Livanta B.V. Terms and Conditions for Transport Agreements

The terms and conditions stated below automatically apply to the Transport Order Confirmation of the private company Livanta B.V., based at the address Hertsweg 7 in (5451 GS) Mill, Netherlands, registered with the Chamber of Commerce under number 75254328;

1. Transport orders

- 1.1 Transport orders are issued by Livanta B.V. exclusively to the carrier in the capacity of haulier.
- 1.2 Outsourcing the transport to third parties is not permitted, unless the prior written permission of Livanta B.V. has been obtained.

2. Establishing an agreement

- 2.1 The transport order between Livanta B.V. and the carrier is established when Livanta B.V. confirms the transport order with the carrier by means of the Transport Order Confirmation.
- 2.2 The agreement consists of the order from Livanta B.V. with the carrier to arrange for the transportation of animals.

3. Organisation of the transport

- 3.1 Livanta B.V. will regulate the organisation of the transport.
- 3.2 The loading and unloading times as well as the loading and unloading locations are determined by Livanta B.V. These are strict deadlines.

4. Payment

- 4.1 Livanta B.V. will proceed to payment of the carrier's invoice after the transport has been carried out and all required and mandatory documents for the transport, including but not limited to the CMR consignment notes, have been sent digitally to Livanta B.V.
- 4.2 The freight documents must be logged digitally by the carrier immediately after loading and unloading the cargo. These photos of the freight documents must then be sent to Livanta B.V. immediately, as proof of the loading and unloading. They contain the clearly legible names of persons, companies, company stamps and the number of animals transported as such details appear on the CMR consignment note. If this article is not complied with, Livanta B.V. is not obliged to make payment.
- 4.3 Livanta B.V. will pay the carrier's invoice, with due observance of Articles 4.1 and 4.2, within 14 days after invoicing of the cargo.
- 4.4 The carrier's invoice must state the reference, namely the order number from Livanta B.V. as stated on the order, and after all transport documents have been sent to Livanta B.V.
- 4.5 If the invoice and correct original documents are not sent within two months after the order was placed, the right to payment will expire.

5. Contact with client

- 5.1 Unless the written permission of Livanta B.V. is obtained, the carrier is not permitted to contact or enter into a partnership, directly or indirectly, in the broadest sense of the word, with the customers, clients, loading and/or unloading addresses and/or other logistics service providers with which the carrier cooperates or comes into contact via Livanta B.V. All orders on behalf of Livanta B.V. must be carried out in a strictly neutral manner.

- 5.2 In the event of a violation of neutrality, any outstanding amount will not be paid and the carrier will be liable for all damage suffered by Livanta B.V. as a result.
- 5.3 In the event of an infringement of the obligation as referred to in Article 5.1 of these terms and conditions, the carrier will owe to Livanta B.V., without any notice of default or announcement being required, an immediately due and payable fine of €10,000.00 per infringement, plus a fine of €500.00 per day or part of a day that the infringement has continued or continues. Payment of the fine does not affect the rights that Livanta B.V. possesses, such as the right to claim compensation of the damage actually suffered, as well as the right to claim fulfilment or dissolution of the agreement with the carrier.

6. Freight insurance

- 6.1 By accepting the transport order, the carrier confirms that it is fully insured for any damage whatsoever that may arise under the transport agreement, and that the insurance premiums have been and will be paid in a timely manner. The carrier itself must therefore be in possession of freight insurance.

7. Permits

- 7.1 By accepting the transport order, the carrier confirms that it possesses the required and mandatory permits for transporting animals. Livanta B.V. cannot be held liable if the carrier is not in possession of the required mandatory permits for the transportation of live animals.

8. Requirements for driver and means of transport

- 8.1 The means of transport will be in perfect working order and will have received all necessary maintenance, inspections, etc.
- 8.2 The means of transport must be approved for animal transport. Regulation (EC) No. 1/2005 (Transport Regulation), among others, must also be observed.
- 8.3 The carrier guarantees that the driver has no criminal record and will work in accordance with national and international regulations, including regulations on driving hours and rest times.
- 8.4 The driver will be presentable and will speak politely to everyone with whom he comes into contact in the context of the transportation.
- 8.5 While loading and unloading, the carrier will check that the number of animals is correct and will check for possible irregularities. In the event of inaccuracies and/or damage, this must be stated on the CMR consignment note and signed. Liability arising from this obligation rests with the carrier.
- 8.6 If the carrier is not present on time at the latest loading and unloading date and at the corresponding time or if the carrier indicates that it will not be present on time, Livanta B.V. is entitled to hire another carrier, thereby disregarding the carrier. The stated deadlines are strict deadlines.
- 8.7 Any additional costs and damage as a result of what is stated in Article 8.6 will in that case be fully borne by the carrier. In such a case, Livanta B.V. does not owe any further amount to the carrier.
- 8.8 In the event of problems, delay, damage or other deviations, the carrier will get in contact with Livanta B.V. immediately. These deviations are noted on the consignment note and must be signed by the responsible person present at the loading or unloading address, whereby the responsible person must state his own name and position. Livanta B.V. is not liable for compensation of waiting hours.

- 8.9 Stowage occurs under the explicit responsibility of and at the risk of the carrier. Additional costs of any kind whatsoever with regard to stowage, usage of loading and unloading materials and the like cannot be charged to Livanta B.V.
- 8.10 Delays are at the expense and risk of the carrier. The carrier indemnifies Livanta B.V. for any claims of third parties against Livanta B.V. on a basis of compensation due to delay and/or other damage.
- 8.11 Delivery may only occur on the basis of the contact and address details provided by Livanta B.V. in writing, to avoid possible damage, among other reasons.

9. Suspension

- 9.1 In the event of suspension by Livanta B.V., the carrier is never entitled to compensation, except in the case of intent or gross negligence on the part of Livanta B.V.
- 9.2 The carrier explicitly waives any appeal to a right of suspension in the broadest sense of the word, including a right of retention, and guarantees to keep the cargo, of which Livanta B.V. is never the owner, available for Livanta B.V. at all times and not to establish any security rights thereon.

10. Liability

- 10.1 All actions and activities are at the expense and risk of the carrier.
- 10.2 Livanta B.V. is not liable for any damage whatsoever, unless the carrier proves that the damage was caused by intent or wilful recklessness on the part of Livanta B.V.
- 10.3 Livanta B.V. is never liable for loss of profit, consequential damage and/or non-material damage. Furthermore, Livanta B.V. is not liable for costs, damages and interest that may arise for the carrier or third parties hired by it.
- 10.4 The carrier is liable for damage suffered by Livanta B.V. and/or third parties (hired by Livanta B.V.) during and/or because of the execution of the agreement.
- 10.5 The carrier is fully liable for actions of its subordinates or third parties hired by or on behalf of it.

11. Indemnification

The carrier indemnifies Livanta B.V. against any claims of third parties that (may) relate to (the execution of) the agreement between the carrier and Livanta B.V. The carrier also indemnifies Livanta B.V. against any possible other costs in this regard, such as its advisors, lawyers, etc. in connection with such claims.

12. Limitation period and expiry

- 12.1 Claims against Livanta B.V. are subject to a limitation period of six (6) months.
- 12.2 Claims against Livanta B.V. expire after a period of twelve (12) months.
- 12.3 The periods stated under 12.1 and 12.2 begin from the commencement of the corresponding transport order.

13. Termination of the agreement

- 13.1 The agreement is terminated by the parties by a written notice of cancellation or automatically if the transport to which the transport agreement relates has been completed, Livanta B.V. has received all documents from the carrier, and the invoicing has been finalised.
- 13.2 Livanta B.V. can cancel the agreement prematurely at any time without being liable for damages.
- 13.3 In the event of a termination of the transport agreement, the claims of Livanta B.V. against the carrier become immediately due and payable.
- 13.4 In the event that the transport agreement, for any reason whatsoever, is terminated by the carrier before the carrier has performed the transport activities, the carrier is obliged to reimburse the costs incurred by Livanta B.V. in order to perform (or arrange for performance of) the transport order.

14. Final provisions

- 14.1 If and insofar as the provisions stated in this agreement are not or are not fully valid, the corresponding provision/provisions will be interpreted in the spirit of this agreement and thus the most far-reaching application of this/these provision/provisions applies.
- 14.2 Deviations from these terms and conditions for transport agreements are only valid if they have been confirmed by Livanta B.V. explicitly and in writing.
- 14.3 General Terms and Conditions or waiver clauses used by the carrier or its auxiliaries do not apply to this agreement, unless Livanta B.V. has agreed to the applicability of those terms and conditions explicitly and in writing, in which case the remainder of this agreement always takes precedence over such terms and conditions.
- 14.4 The applicability of such General Terms and Conditions or waiver clauses is, insofar as necessary, hereby explicitly rejected by Livanta B.V.
- 14.5 Insofar as any provision of these terms and conditions relating to the transport agreements is void or otherwise unenforceable, this will not affect the validity of the remaining provisions of these terms and conditions. Moreover, such a clause that is legally permissible and comes closest to the scope of the void/voided clause will be deemed to be valid.
- 14.6 In the event of any inconsistencies with translated terms and conditions, the Dutch version of these general terms and conditions will prevail.
- 14.7 Livanta B.V. is authorised to make amendments or additions to these terms and conditions. The amendments come into effect at the time announced by Livanta B.V.
- 14.8 Unless explicitly agreed otherwise, Dutch law applies to any disputes arising from the agreement to which Livanta B.V. is a party.
- 14.9 Disputes between the parties will in the first instance be submitted to the competent court where Livanta B.V. is domiciled, unless the law prescribes otherwise.