

## General Terms and Conditions of Moving Animals GmbH

### 1. Scope of application

The General Terms and Conditions ("GTC") of Moving Animals GmbH ("MA") are an integral part of our offer. They are binding together with the written or oral confirmation of the order by the customer and apply to all services provided by MA unless expressly provided otherwise. MA does not accept the general terms and conditions of the customer.

### 2. Offers

Our offers are valid for 30 days and are based on the information provided to us by the customer, the notified dimensions and sizes of the animal to be transported and the valid prices/tariffs on the date of the offer. Because the prices/tariffs for the air transport of animals and other services by third parties can vary, our offer in this regard is always subject to change.

The customer shall provide to MA all information needed to perform the services and shall disclose all necessary information. MA is not obligated to control weights or dimensions.

### 3. Conclusion of the agreement

The agreement between MA and our customer is concluded upon the oral or written approval (including by email) of our offer. If the order is issued orally, we will then send you a standard confirmation of the order.

### 4. Subcontractors

In order to provide the services within and outside the country, MA regularly calls upon third parties (freight forwarders, sub-forwarders, handling agents, animal shelters, etc.).

### 5. Prices

Unless otherwise mentioned, our prices are stated in Swiss francs (CHF) including VAT (if paid in cash or by bank transfer). MA also accepts MasterCard and Visa credit cards and EC debit cards in payment. Because the credit card companies require MA to pay a fee for payments by credit card, this amount will be passed on to the customer who wishes to use this type of payment in the form of an administrative fee.

### 6. Payment conditions

Our services must be paid in advance against invoice and without deduction within ten days. We are not obligated to make any reservations or bookings with business partners or airlines or to provide any services in advance of receipt of payment.

### 7. Changes in prices

We reserve the right, regarding the following listed cases, to raise the price of the offer within the approval deadline or while processing the order and to invoice this to the customer, in case of:

- tariff or price increases by business partners (e.g., air transport costs) or price increases for alternative arrangements such as may be caused by the unavailability of the originally offered flight arrangements
- services provided on weekends or holidays, or outside regular office hours
- new or increased fees (e.g., public authorities, airports, airlines, etc.)
- official price increases (e.g., higher taxes)
- changes in exchange rates greater than 5%

If the price increase is more than 10% of the originally agreed price, then the customer may withdraw from the agreement without cost within five working days after receipt of the notice of change, as long as we have not begun to provide the services.

### 8. Cancellation or changes to orders

#### 8.1. By the customer

A cancellation or change to an order shall be notified to MA in writing and in case of urgency (less than three working days before the contractual services are to be performed) in advance by telephone. The customer shall bear the risk of an incorrect or incomplete transmission of the notice of change or cancellation until the confirmation in writing is received by MA.

In the event of a cancellation or change to an order (e.g., change in the shipment date, rebooking, change in the point of collection or delivery, etc.), all related additional or higher costs shall be borne by the customer. In addition, in the event of a cancellation or a change to an order, we reserve the right to charge the customer a processing fee of up to CHF 500 plus any incurred costs. In the event of a cancellation or change after services have been booked with third parties (e.g., transport, quarantine, etc.), MA will reimburse any pre-payments by the customer insofar and to the extent that we receive reimbursement from the corresponding service providers.

If the customer does not use the services to be provided by MA or our subcontractors on the agreed date, then the customer shall have neither a claim for reimbursement of the services that were booked and paid in advance, nor a claim for fulfilment of an obligation on the part of MA and its subcontractors to provide the contractually agreed services. The conditions of the individual service providers regarding reimbursement shall apply.

#### 8.2. By Moving Animals GmbH

MA shall be entitled, in the interest of the customer and their animal, to provide or cause to be provided additional services at the cost of the customer. This shall apply in particular to the following cases:

- provision of a transport crate that is appropriate for the size of the animal to be transported or that complies with the applicable transport regulations
- request for veterinary examination and treatment of the animal

In rare cases, for the safety or your animal or other reasons beyond our control (e.g., bad weather, flight cancellation by the airline, animal is unable to travel, etc.) we may be forced to cancel or postpone a service. If this occurs, MA will inform you as quickly as possible and offer you an alternative solution, if one is available. If additional costs are incurred for such a reason, we are entitled to charge you for such costs.

### 9. Special provisions for transporting animals abroad

#### 9.1. Entry requirements

The customer is responsible for fulfilling and complying with all applicable regulations for the import of the animal, also when MA has advised the customer. We provide such advice, recommendations and information to the best of our knowledge and without guarantee.

## 9.2. Airline and IATA contractual and travel conditions

When animals are transported by air, the general contractual and travel conditions of the airline charged with the transport and IATA shall apply, and MA may require the customer to confirm compliance with these conditions in writing.

## 9.3. Transporting of animals with brachycephalic syndrome

Animals with brachycephalic syndrome (short nosed dogs or cats; *brachycephalic* or *snub-nosed breeds*) are transported at the risk of the customer. MA, its auxiliary persons or subcontractors do not accept any liability for the illness or even the death of an animal with brachycephalic syndrome that is transported. MA may require a customer to comply with more stringent transport conditions and may refuse to transport the animal in the event of a failure to comply with such conditions.

## 9.4. Customer's obligation to control and notify defects

The customer shall examine the animal immediately upon delivery and notify any defects in writing (including by email) without delay. Otherwise any claims by the customer against MA and its subcontractors are deemed forfeited.

## 10. Liability

### 10.1. Principle

MA shall provide the agreed services and organize the agreed transport of the animal with due care.

### 10.2. Subcontractors

Where third parties are used to provide the services (freight forwarders, sub forwarders, handling agents, animal shelters, etc.), MA shall be liable only for the careful selection and instruction of the service providers.

In the event of a claim (death, illness, injury, loss, theft of the animal, etc.) for which a subcontractor is liable, MA shall, upon the request of the customer, assert the customer's claim against the subcontractor. MA shall also, as far as appropriate, on behalf of and at the risk of the customer, assign all rights against the subcontractor to the customer.

### 10.3. Limitation of liability

MA shall not be liable for direct loss in the event of death, illness, injury, loss or theft of the animal, unless it is caused by the intentional or grossly negligent conduct of MA, its agents or authorized service providers; however, any liability shall be limited to not more than 8.33 special drawing rights per kilogram of the transported animal. The same shall apply in case of delays due to the fault of MA if we have acted as the freight forwarder on your behalf. Any other liability, in particular liability for simple negligence, indirect damages, consequential damages or delays in transport are expressly excluded.

### 10.4. Exclusion of liability

MA shall not be liable when the non-performance or improper performance of an order results from

- omissions or errors by the customer (in particular incorrect, vague, incomplete or missing information; non-disclosure of the animal's unfitness to travel; unauthorized application of narcotic drugs to the animal, etc.)
- failure or delayed provision of necessary documents
- refusal to transport and/or import an animal due to lack of compliance with entry requirements

- cases of *force majeure* that MA, its auxiliary persons or a subcontractor, despite all due care, could not foresee or avoid.

## 10.5. Limitation period

Subject to binding provisions of the law, all claims against MA shall lapse after one year.

## 11. Data protection

Data from our customers that are necessary for processing the transaction shall be collected by MA, processed and stored to the extent necessary. It may be necessary, in order to execute the services provided by MA, that this data is transferred to third parties (including public authorities and customs authorities) and processed by such parties. These third parties may also be domiciled abroad. By placing an order, you give your express consent to MA to process and disclose your information for the purpose of processing the order.

## 12. Final provisions

### 12.1. Severability clause

The invalidity or ineffectiveness of individual provisions of these GTC shall not affect the validity of the remaining provisions. A new provision that comes as close as possible to the economic effect of the invalid or ineffective provision shall take the place of the invalid or ineffective provision.

### 12.2. Applicable law and court of jurisdiction

The relationship between MA and our customers is solely subject to the law of Switzerland excluding its conflict of law rules.

The jurisdiction of the courts of Bülach, Canton of Zurich, shall exclusively apply to lawsuits against MA.

### 12.3. Original text

These GTC are available in a German and an English language original version. In the event of any inconsistency between English and German, the German version shall prevail.