

PETPORT TERMS AND CONDITIONS

1. INTERPRETATION AND DEFINITIONS

In this Agreement unless inconsistent:

- 1.1 Words importing the singular shall include the plural and vice versa. Words importing the masculine gender shall include the other gender and vice versa and natural persons shall include juristic persons and vice versa;
- 1.2 Headings are for reference only and shall not be used in interpreting the meaning of the text;
- 1.3 A reference to a party includes the party's successors in this and permitted cessionates and assigns, and
- 1.4 "Pets" shall mean all animals and shall include the ordinary use of the words "Pets", including domesticated animals and which shall be the subject matter of the carriage service in question. "Pets" and "animals" shall be interchangeable, and reference to the one shall be deemed to be reference to the other where the context so requires. "Pets" and "animals" shall include all forms of dogs, cats, birds, and any other animals as regarded by local and international legislation as being domesticated and capable of being transported, ferried, kennelled, housed and / or under the domestic control of an owner.
- 1.5 "The Company" shall mean PETport or any derivative or assignee thereof.
- 1.6 "The Customer" shall mean that Party contracting with the Company. The Customer shall also be regarded as being the owner of the pet, save where specifically indicated to the contrary, and all reference to Customer shall likewise be deemed to be reference to the Owner of the pet and vice versa, wheresoever the context so requires.

2. APPLICATION

- 2.1 All pet/s handled by the Company for the Customer from time to time shall be done so in accordance with the terms and conditions contained herein, as read with the schedule hereto.
- 2.2 The Company shall have the right at any time and in the sole and absolute discretion of management to withdraw from this contract, or vary the nature and/or extent of the contractual terms, or of the credit facilities afforded to the Customer in terms of this Agreement.

3. ORDERS

- 3.1 An order shall be completed by the Customer in the format of a specific application form, as well as all supporting documentation as might be required, from time to time, either by the airways, exporting authorities, importing authorities, Customer, or any other body which might have requirements in relation to the services provided. It shall be incumbent upon the Customer to obtain all relevant authority, save where it is contracted specifically to the contrary, and PETport makes no representation whatsoever that it is willing or able to obtain the relevant clearances or authorities for and on behalf of the Customer under any circumstance and shall not be liable for any consequences arising from their failure to do so.

4. PRICE AND DISCOUNTS

The quotation on the face of the contract document is subject to airfreight, fuel surcharge increases, and any other airline charges which might have been increased after acceptance hereof. It is specifically recorded further that:

- 4.1 Routing to the destination from the point of departure may be changed without prior notice in order to adhere to embargo's and airline regulations.
- 4.2 The Company reserves their right to alter, change or vary the route and airline for the transit of the pets, without prior notification to the Customer.
- 4.3 The costing of transport is quoted on the values stipulated during road business hours, and any transport outside of these hours, including public holidays, may incur a surcharge payable by the Customer.
- 4.4 The quotation or price contained on the face of the document is based upon various factors, including, but not limited to, the height and length of the animal, dimensions of the travel container, weight and general size and shape. If there is an increase in the estimated

size of the animal, any extra freight charges or surcharges will be payable by the owner prior to the release of the animal. Any changes in freight tariffs, or other charges which have increased between the date of the providing of the quotation and the date of travel of the pet thereof, shall be for the Customer's account.

- 4.5 Additional charges for kennelling and any extra journeys, to airport, return of the animal, or to kennels, shall likewise be for the Customer's account, and will be payable upon demand.
- 4.6 Any charges levied over and above those quoted for herein, as at the port of destination, will likewise be payable by the Customer upon demand.
- 4.7 The price which shall be payable by the Customer shall be the amount as quoted on the Company's quotation, together with any charges, increases or surcharges which shall be delineated separately and which shall be payable simultaneously with payment of the contract sum. It is recorded specifically that the Company shall have the reasonable right to alter its prices without prior notice to the Customer.
- 4.8 There shall be no automatic right to discount, and any discount applied to the price shall be at the sole and complete discretion of the Company.
- 4.9 In the event of cancellation, deposit amount of 15% for export, and 50% for import and domestic of travel costs are non-refundable and pertain to the direct administrative costs incurred at opening relocation file. Cancellation 1-7 days before travel will bear a cancellation cost of 50% of travel costs. Any third party costs incurred due to cancellation will be borne by the customer in full over deposit administrative amounts.

5. PAYMENT AND INTEREST

- 5.1 Payment of the amount due shall be payable in accordance with the terms of the quotation and schedule to this agreement. To the extent that a deposit is required, such deposit shall be payable timeously, failing which there shall be no obligation upon the Company to perform any acts in terms hereof. Any outstanding money shall accrue interest at the rate of prime plus 5%, as charged by Nedbank Limited, from time to time. Interest shall accrue at such rate from the date that any monies are due in terms hereof.
- 5.2 All payments shall be made by the Customer:
 - 5.2.1 to the Company's main place of business or an account of the choosing of the Company from time to time
 - 5.2.2 without any deduction or set-off of whatsoever nature or for whatsoever cause and free of any and all exchange, bank or other like charges.
- 5.3 Should the Customer fail to make any payment on due date, all amounts payable by the Customer to the Company shall immediately become due by the Customer to the Company, notwithstanding the date of invoice of the date of order or purchase or delivery of goods.
- 5.4 The Company may at any time and in its discretion, appropriate or re-appropriate any monies received from the Customer towards any indebtedness of the Customer to the Company and the Customer expressly waives its right to name the debt or account to which any payment made by it shall be applied.
- 5.5 The Company shall be entitled to charge and the Customer shall be liable to pay interest on all overdue amounts at the maximum rate permissible from time to time as previously stipulated herein and calculated daily and compounded monthly in arrears from due date to date of payment.
- 5.6 Nothing herein nor in the future conduct of the Company shall be construed as constituting any third party service provider as being an agent of the Company, and any risk of loss arising through the use of such party shall remain with the Customer at all times.

6. DELIVERY

- 6.1 Pets are handled with the express understanding that the Company, their agents, their kennels, airline and veterinarian are at no time to be held responsible for any loss, death, illness, injury or accident due to any cause whatsoever arising, whether it be natural, accidental or otherwise. The Company likewise cannot be held responsible for any airline delays, flight cancellation, incorrect routing by airlines or road freight, or the loss of documentation or any consequences arising therefrom.

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(cont) 6.1) Furthermore, the Company shall not be liable, directly or indirectly, the Customer waiving all or any rights in this regard, in respect of additional charges incurred in the event of "live animal embargos" being placed on routes or airlines, the change of aircraft or routing, or any other circumstance from whatsoever cause which might arise. There shall likewise be no liability upon the Company should any of the regulations required to be met have been altered or updated without the knowledge of the Company being had. The pet shall be delivered by the Company to the Customer and shall be deemed to have been made when:

- 6.1.1 Payment is made by the Customer to the Company; and
- 6.1.2 All paper work, documentation, veterinary procedures, import procedures and legislated or regulated documentation have been correctly submitted by the Customer; and
- 6.1.3 When the pet is physically uplifted or delivered to the Customer, or the Customers agent, or disposed of in terms hereof.

- 6.2 Signature by the Customer of the upliftment or receipt of the pet shall be deemed to be *prima facie* proof of acceptable delivery and the acquittal of the Company's obligations in terms of this agreement.
- 6.3 The Company does not guarantee or warrant delivery and shall not be liable for any loss / damages, including, without limitation, any sentimental losses, arising from or consequent upon the non-delivery or delayed delivery of the pet, for whatsoever reason or cause and howsoever arising. There shall be no obligation upon the Company to comprehensively insure the pet, and this shall remain vested with the Customer at all times. To the extent that the Customer and the Company contract to effect any form of insurance whatsoever, it is recorded that unless a separate contract of insurance has been entered into, there shall be no obligation or responsibility upon the Company arising in this regard. The terms and conditions contained herein shall not cover any obligation upon the Company to take out any form of insurance in this regard.
- 6.4 Notwithstanding the generality of the foregoing, it is recorded that the Company does not and will not guarantee or warrant delivery of any pet's and the Company shall not be liable for any loss, death, illness, injury or accident due to any cause, either natural, accidental or otherwise, and as more fully detailed hereunder.

7 WARRANTIES AND INDEMNITY

- 7.1 The Company does not give or make any warranties, guarantees, undertakings or representations of whatsoever nature, whether express or implied as to any circumstances in relation to this transaction. The Company shall accept no liability for any circumstances arising, save in the event of its gross negligence, and then shall be liable only to the value of patrimonial loss and the value of the pet in question.
- 7.2 Save to the extent set out above, the Customer hereby indemnifies and holds the Company harmless against any and all losses, injury, damage, fines, penalties and claims of whatsoever nature and howsoever arising from or connected to the pet, the transit of the pet, the kennelling of the pet and whether or not any claims arising therefrom are caused by any act or omission of the Customer or by anyone else.
- 7.3 The Company does not inoculate, vaccinate or provide any other form of preventative care in relation to animal disease, and the Customer hereby warrants that all inoculation and vaccination certificates which are given in respect of the animal are true and correct.

8 REQUIREMENTS OF THE CUSTOMER

- 8.1 The Customer shall accurately provide all of the historical information of the pet and shall accurately complete the schedule to this agreement as well as any other schedules which might be required, including the provision of statistics, veterinary information, possible dangers or threats in relation to the pet, and any other information which might be relevant in relation to the transaction. Furthermore, the Customer agrees and undertakes to immediately notify the Company should there be any change of circumstance which might reasonably have the effect of prejudicing the Company or the pet.
- 8.2 Notwithstanding the generality of the foregoing, the duty vests on the Customer to ensure that the Company is placed in the best position possible to effect the service required of it in relation to the pet.

9 SCHEDULE

- 9.1 It is recorded that the schedule to which this agreement is annexed shall form the basis of the information provided by the Customer to the Company, and that the contents thereof shall be warranted by the Customer as being true and correct to the best of their ability.

9.2 The Company shall seek to provide the services in accordance with the basis of the schedule, however may vary and / or amend and / or alter the required terms and conditions contained therein, if reasonably necessary to do so and particularly if it is in the best interests of the pet that such variation takes place

9.3 Any variation, which causes a concomitant cost, will be at the cost of the Customer, save in the event that the Company, in its sole and absolute discretion, agrees to waive such cost.

10 VETERINARY REQUIREMENTS

- 10.1 When pets require kennelling in local boarding kennels, valid inoculation certificates must be produced. Inoculation and deworming is to be carried out at least 2 (two) weeks prior to travel or admission into the kennels. Failure to produce these certificates for any reason whatsoever will result in a fee per pet payable directly to PETport by the Customer for inoculation fees prior to collection.
- 10.2 Inoculations for dogs: Five-in-One, cats: Three-in-One. Valid for 1 (one) year and is to be done more than 30 (thirty) days prior to travel. It remains at all times the Customers responsibility to ensure that the pet's vaccinations are up to date and if the pets are entering kennels to instruct the boarding facility to renew vaccinations. In certain cases Leptospirosis or Corona viruses may need to be administered, as contained in the information sheet for details.
- 10.3 Rabies vaccine is valid for 1 (one) year, commencing 30 (thirty) days after inoculation and prior to departure. Puppies under three months old may travel on their mothers valid Rabies Certificate. Pets traveling to certain countries may require rabies to be done at a specified time prior to arrival in the Country of destination, this date will be advertised by PETport on the finalisation of the export date.
- 10.4 Where tranquilisers are needed or specifically requested, tranquilisers are strictly to be arranged by the Customer and prescribed and issued by the Customers own veterinarian. PETport will not be held responsible for over dosage, any side effects or death due to poorly administered / prescribed tranquilisers, medication must be administered at least 1 (one) hour prior to collection of the pet. The Customer must notify PETport in advance of administration of the drug intended for use and dosage. PETport reserve the right not to transport a tranquilised pet.

11 BOARDING COSTS

It is recorded that all boarding costs are for the Customer's account. To the extent that animals are staying for a lengthy or indefinite period, it is a strict requirement that all accounts are to be settled monthly, in advance, and upon receipt of a pro-forma account. To the extent that a kennel account falls into arrears, the Company shall be entitled, at their sole and absolute discretion, to dispose of the pet, and to regard such pet as being unclaimed and unpaid for, and the proceeds of such disposal be utilised to defray expenses. To the extent that departure dates are delayed, and that extra kennelling and associated veterinarian and additional costs are incurred, these will be for the Customer's account, and must be settled prior to the departure of the pet and at least monthly in advance.

12 TRAVEL CRATES

It is recorded that the Company shall call for a deposit on travel crates and that this amount shall be payable in advance. In the event that a crate is damaged or lost, then in such event the Customer shall be liable for the cost of such crate. Upon return of the crate in good condition, the aforesaid deposit shall be refunded, less any handling fee in relation to delay and / or other costs arising.

13 BREACH

- 13.1 If the Customer should breach any provision of this Agreement, or commit any act of insolvency or assign, surrender or attempt to assign or surrender its estate or be sequestrated or wound up (whether provisionally or finally) or compromise with any of its creditors or endeavour or attempt to do so or suffer any judgment to be entered against it and fail to take steps to rescind such judgment within seven days of the judgment coming to its knowledge or fail to satisfy such judgment within seven days of the refusal of rescission thereof, or make any incorrect or untrue statements or representation in connection with this Agreement and/or its application for credit facilities, then and upon the happening of any of these events the Company shall be entitled in its election and without prejudice to any of its other rights at law or thereunder to take any steps as deemed necessary in law.

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13.2 The Customer shall be liable to pay the Company all costs and disbursements incurred by the Company in enforcing its rights under this Agreement in tracing the Customer or any services not fully paid for by the Customer, including without limitation, legal costs on the scale as between Attorney and Client, tracing costs, collection commission, transport costs and all other fees/charges of a similar nature.

14 DOMICILIUM

For all purpose of and in connection with this Agreement, the Customer chooses as its domicilium citandi et executandi (domicilium) the physical and/or postal address/es set out in the Schedule, at which address all notices, demands, communications and court process may be given, made or served provided that the Customer may change its domicilium to another address which includes a physical address within the Republic of South Africa, by written notice delivered by the hand or sent by pre-paid registered mail to the Company.

15 JURISDICTION

15.1 The Customer hereby consents to the jurisdiction of the Magistrate's Court having jurisdiction over its person in respect of all legal proceedings arising from this Agreement, notwithstanding that the amount of the matter in dispute exceeds the Court's jurisdiction, provided that the Company shall be entitled to institute such proceedings in any division of the High Court having jurisdiction.

15.2 In the event that the Customer and/or the pet is at any time domiciled or situated outside of the Republic of South Africa, the Customer hereby consents to the jurisdiction of the High Court of South Africa having jurisdiction over the person of the Company from time to time alternatively at the election of the Company, to the relevant High Court of South Africa, in respect of all matters arising out of and disputes in connection with or in relation to this Agreement, provided that the Company shall be entitled at its election to institute proceedings against the Customer in any other Court in such other Country having jurisdiction in the matter.

16 CERTIFICATE OF INDEBTEDNESS

A Certificate signed by any manager or director of the Company whose capacity and authority need not be proved shall be prima facie proof of the evidence stated therein in respect of any indebtedness of any the Customer to the Company or in respect of any other fact for the purpose of obtaining a judgment or order against the Customer in any competent Court.

17 CESSION AND DELEGATION

17.1 The Customer may not cede any of its rights or delegate any of its obligations under this Agreement and waives all the benefits conferred upon it by the Prescription Act 56 of 1969 as amended and agrees that it is thereby precluded from pleading prescription (whether acquisitive or extinctive) as a defence against any claim of the Company.

17.2 The Company shall be entitled, without notice to the Customer, to cede or sell all or any part of its right under this Agreement, including its rights of ownership in the goods, or to assign or delegate any of its obligations hereunder, without the consent of the Customer, and its such cession and or assignment in accordance with the instructions and directions of any such cessionary in places of the Company, and, if so required by any cessionary make all payments directly to such cessionary.

18 CREDIT ASSESSMENT AND INFORMATION

The Customer acknowledges and agrees:

18.1 That all information and details given by it to the Company is/are to be used to assess the Customer credit and financial position for the purposes of granting it credit;

18.2 and warrants that all such information and details are true and correct and complete in all respect and that it has disclosed all facts material to such assessment;

18.3 that the Company shall be entitled from time to time to obtain from any person or credit bureau, information relevant to the Customers credit and financial position for the purpose of assessing the credit facilities afforded the Customer, and

18.4 authorises the Company to furnish information concerning the Customers dealing with the Company to any credit bureau or other person seeking trade references or credit information on the Customer.

19 GENERAL

19.1 WHOLE AGREEMENT

This Agreement is the whole agreement between the parties and no variation or amendment thereof will be of any force and effect reduced to writing and signed by both parties.

19.2 NO REPRESENTATION

The parties acknowledge that no representations or warranties have been made other than those recorded herein.

19.3 INDULGENCES

No relaxation or indulgence granted by the Company to the Customer in regard to any of the terms and conditions herein shall be deemed to be a waiver of any of the Company's rights nor is any such relation or indulgence deemed to be a novation of any of the terms and conditions of that Agreement.

19.4 APPLICABLE LAW

This Agreement is in all respects governed and construed in accordance with the laws of the Republic of South Africa in force from time to time.

19.5 SEVERABILITY

If any provision of the Agreement is or becomes illegal, invalid or unenforceable, such provision shall be severed and the remaining provisions of this Agreement shall continue unaffected.

19.6 WARRANTY OF AUTHORITY

If the person signing this Agreement is signing on behalf of a juristic or other person, then the person so signing expressly warrants his authority to do so.

19.7 JOINT AND SEVERAL LIABILITY

Should two or more persons sign this Agreement as the Customer, then the said persons shall be liable jointly and severally in solidum for the due performance of the Customer obligations in terms hereof.

20. EXTERNAL SERVICE PROVIDERS

The Company is required, from time to time, to contract with external service providers, in the performance of its duties and mandate, or in the best interests of the pet, having regard to the circumstances arising. These external service providers may include, but are not limited to, parties such as veterinarians, animal nurses, transporters, support staff, animal nutrition providers et cetera. The Customer acknowledges and agrees that the Company shall not be held liable for any of the conduct of any such external service provider/s, whether wrongful or otherwise, and that any claim in respect of any issue arising from the services received from such party shall be raised between the Customer and such Service Provider, and that the Customer waives and abandons all or any claims, actual or perceived, as against the Company, in respect of any such third-party or external service provider actions or conduct. The Customer further acknowledges and agrees that, whilst every care is taken by the Company to appoint the most reputable service providers, that it, the Company, cannot be held liable for or responsible for the appointment or conduct of such parties, or the products provided by them. To the extent that a Customer seeks to appoint a specific Service Provider, then this shall be done by prior written arrangement between the Company and the Customer, and shall be subject to any conditions laid down by the Company in relation thereto.

SIGNED AT _____ THE _____ DAY OF _____ 201__

1. _____

for and on behalf of "THE CUSTOMER"

AS WITNESSES:

2.1 _____

For office use only Received by PETport	
Name	
Signed	
Date	

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