SERVICE TERMS AND CONDITIONS

BY PROCEEDING TO FILL OUT AND SUBMIT ANY ORDER FORM TO US, YOU ACKNOWLEDGE AND ACCEPT THAT YOU HAVE READ AND AGREE TO THESE SERVICE TERMS AND CONDITIONS (the "**Terms**"), AS WELL AS OUR WEBSITE TERMS OF USE LOCATED AT WWW.AVIANEXPORTSERVICES.COM

You represent and warrant that you are an individual of legal age to form a binding contract. If you are agreeing to these Terms on behalf of an organization or entity, you represent and warrant that you are authorized to agree to these Terms on that organization or entity's behalf and bind them to these Terms (in which case, the references to "you" and "your" in these Terms, except for in this sentence, refer to that organization or entity).

If you do not agree with any of these Terms or the documents they refer to, you may not access or use any of our services in any manner.

While United Doves LLC, doing business as Avian Export/Import Services ("**Avian Export/Import Services**" or "**we**") strives to care for your birds to the best of our ability, please understand that we are dealing with live animals, and as such, accidents and incidents with live birds can and do happen. The process of quarantining, exporting, and importing birds is highly regulated by the governments, not only here in the USA but also abroad in foreign countries around the world. There are always risks associated with this type of highly regulated activity. We reserve the right to refuse service to anyone who does not agree to abide by these Terms.

1. ORDERING PROCESS

In order to begin the process, you must fill out the order form (the "**Form**") on our website at https://www.avianexportservices.com/ (the "**Website**").

After you submit your form, the screen will take you to a thank you page, confirming receipt of your reservation. You will also receive an automated email response and confirmation, so long as it doesn't land in your spam folder.

Since this is an automated process, please check your email folders, as sometimes these confirmations do not get delivered to email inboxes 100% of the time. You'll want to whitelist our email address and domain name, so the confirmation email doesn't get flagged as spam. This will help with the notification delivery on your receiving side of the process.

Avian Export/Import Services shall contact you within two of receiving the completed Form.

2. QUARANTINE

The average time frame to receive your birds throughout this direct importation process is +60-120 days (90 days mandatory pre-export quarantine and supervision in some exporting countries located

Outside of the USA, + 30 days mandatory import quarantine upon arrival with the USDA). However, unforeseen delays with flights, quarantine space, lab work and testing results are common. The USDA will also from time to time change the US Import regulations which affect the time frames of birds eligible for entry into the USA from foreign countries. Our proprietary bird tracker system, allows us to systematically track your birds once they begin their quarantine in Europe, or other countries, until they are delivered to their final destination.

Our approved export quarantine facility is located in the State of Utah.

Birds must be shipped to our quarantine facility in accordance with Section 3. Proper documentation and paperwork must accompany your birds. The seller is required to obtain and provide us with an approved state health certificate, and valid entry permit number from the United States Department of Agriculture. We must be granted this entry permit number prior to birds being sent to our quarantine facility here in Utah.

In Europe, Avian Export/Import Services uses the services of Animals to Fly ("**ATF**")., If ATF needs to collect your birds outside of the Netherlands, your fancier/seller needs to arrange an Intra Trade Certificate TRACER, which is a kind of health certificate for transport within the EU countries. Please advise your fancier/seller to arrange this with their State Vet. The certificate must be issued by the State Vet. Your fancier/seller cannot use a normal vet to get this health certificate. It must be issued by their State Vet. You will be provided with a list of preferred couriers that can assist with pickup and delivery of birds to ATF, if birds are located outside of the Netherlands. This list is made available after you submit your reservation Form to us.

In other countries around the world, Avian Export/Import Services may have a designated partnership agreement in place with other established businesses that are in the same business of quarantining birds, facilitating logistics, and providing transportation of birds to and from the USA.

This rule in Europe regarding health certificates only applies when ATF must pickup up the birds, and is not needed if your seller/fancier delivers the birds to ATF themselves. Birds must also be vaccinated for PMV 2x and Salmonella, at least 21 days prior to pickup or delivery to the EU quarantine center.

All birds must also be identified with closed leg ring bands, or microchips and shall have their wings properly clipped prior to arrival at our quarantine facility to avoid any possible injuries while in quarantine.

Birds must originate from an approved NPIP breeder source. We cannot accept any birds from NON-NPIP sources. This is a requirement, as part of the terms and conditions for us holding a valid COR (Certificate of Registration) with the DWR (Division of Wildlife Resources-UTAH) for having commercial possession of game birds, specifically for quarantine purposes.

Avian Export/Import Services reserves the right to refuse and decline quarantine services for certain birds that we feel may not do well in quarantine environments. Any birds that are very

temperamental, are very flighty in nature, and or considered to naturally have stress levels higher than other average birds that go through similar quarantine requirements, will not be accepted.

An ALL IN- ALL OUT principle is applied to all birds during quarantine. This means that once we have completed our initial inspection, we are prohibited from removing ANY birds in that quarantine until the period is completed. If a bird dies in quarantine, it will be removed for a necropsy as is required. Any other reasons are strictly prohibited by regulations we must comply with. A voluntary withdrawal of birds by the breeder from a quarantine session and or an upcoming shipment shall not be eligible for a refund of quarantine and export fees.

In the event that any birds are found to carry diseases not allowed by the importing country, or birds in quarantine threaten the poultry industry in any way, our USDA area authority may order to have the birds destroyed without compensation. Title 9 Code of Federal Regulations Part 93.106 (a) applies to any birds imported to the USA that test positive for PMV or Avian influenza.

Should any issues arise with birds in quarantine, including death, viral disease outbreaks, etc., only the new owners (buyers) of the birds shall be contacted and notified by Avian Export/Import Services. Avian Export/Import Services is strictly a quarantine and export facility, and it shall not get involved with any sales transactions between the sellers/breeders and buyers (new owners) of the birds.

3. SHIPPING

You must ship all birds classified as game birds by the Utah Division of Wildlife Resources to our quarantine facility via DELTA CARGO, and they must arrive before our established collection dates, which you can find on our Website. Birds arriving outside these dates shall be assessed a penalty as described in Section 4. For birds that are not classified as game birds, you may, at your option, use DELTA CARGO or USPS Express Mail.

All birds having completed quarantine will be exported to the final destination provided by you, unless it is determined by the sole discretion and professional opinion of our licensed avian veterinarian, that a bird is not healthy or fit to travel. If a bird is not healthy or fit to travel, you will be notified personally, and the bird will not be shipped. A future export credit, in accordance with Section 6, will be issued for any birds that are not able to ship to their final destination strictly due to health concerns while being in our pre-export quarantine facility.

Carrier Custody and Transfer of Risk:

Upon acceptance of birds by USPS, Delta Cargo, ATF, or any third-party carrier, all risk of delay, injury, illness, mortality, loss, disappearance, theft, escape, damage, or transportation-related events immediately transfers to the customer. Avian Export/Import Services responsibility terminates upon carrier acceptance.

We shall ship birds having completed quarantine via USPS EXPRESS or via DELTA CARGO if the final destination is within 65km of a Delta Airlines hub. The shipping rates shall be those in place at the time of export. Customers must elect which method is their preferred shipping.

4. FEES AND PAYMENT

All invoices are due and payable upon receipt. For fastest delivery, all invoices are sent using your email address that is on file with your original reservation Form. Birds will not be released until full payment has been received.

A $25.00 late fee will be assessed for invoices which are not paid within 30 days of receipt. If payment is not received within 60 days of receipt, a $1.00 charge per bird per day will be added to the original invoice. Invoices left unpaid after 60 days, or longer, will be assessed an additional $9.25 per bird per day thereafter until full payment has been received.

Failure to pay all invoiced amounts and import fees in full after the birds have been in the system for 90 days will result in the birds becoming the property of Avian Export/Import Services for non-payment. You will lose complete ownership of these birds. Avian Export/Import Services reserves the right to sell these birds in the open market to recoup all import fees associated with non-payment of import fees and invoiced amounts.

Birds must be shipped and arrive within our established and published collection dates, which you can find on our website, or you will be assessed an additional $1.50 per bird per day.

Incidentals and extended quarantine fees are calculated and billed at the end of the quarantine cycle, when necessary. ICPI testing will typically extend import quarantine by an average of 12 days, and is required in order to help prevent the euthanasia of all the birds in a group. The rate for extended days in quarantine is **$9.25** per bird per day. **For exporting, if birds are required to stay with us an additional month, additional fees of $175 per bird will be assessed and due.**
There will be a 2.9% electronic processing/transaction fee for any payments made via Credit Cards.
No Fees are assessed for payments made via personal check, or US Postal Money Order. If paying by check, please make all payments payable to: Avian Export/Import Services, and send via Priority Mail with tracking capability.

Avian Export/Import Services
PO BOX 146 Kaysville, UT 84037

Avian Export/Import Services do not hold any checks. Any checks that are returned NSF will be charged a $50.00 NSF Fee. (Quarantine and export fees are NON-REFUNDABLE)- Individual credits are issued as needed, for future export purposes.

Avian Export/Import Services and its owners reserve the right to refuse service to anyone who is past delinquent on their account, and or have outstanding past balances due. Any past delinquent accounts must be paid in full, prior to any future services being offered.

5. LIMITATIONS OF LIABILITY:

Avian Export/Import Services and its owners, officers, employees or representatives will not be liable to you (whether under the law of contract, the law of torts or otherwise) for (i) any direct, indirect, special or consequential loss, including but not limited to the death of a bird, the loss of profits, breeding opportunities etc., (ii) for any punitive, incidental, exemplary or similar damages (iii) for any unauthorized access to or use of servers Avian Export/Import Services uses and/or any and all personal information stored therein (iv) For any interruption or cessation of transmission to or from our servers; (v) For bugs, viruses, Trojan horses, spyware or the like that may be transmitted to or through the servers; and/or (vi) For any damage, loss or injury resulting from hacking, tampering or other unauthorized access or use of our Website or the information contained therein; (vii) For any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data;

We are also not responsible for any accidents, losses, or deaths of birds shipped through USPS Express mail, DELTA CARGO or ATF. There are ALWAYS risks associated with shipping live animals through the mail. We have no control over the conditions of transport, once the USPS, DELTA CARGO or ATF takes over custody of the birds.

Missing Birds Clarification:
AES shall not be liable for birds delayed, lost, misplaced, stolen, separated, missing, escaped, or otherwise unaccounted for while under carrier custody.

Carrier Claims:
Customer agrees that claims arising after birds enter carrier custody must be pursued directly against the applicable carrier.

Negligence Protection:
The limitations and exclusions contained in these Terms apply regardless of allegations of negligence except where prohibited by applicable law.

Liability Limitation Cap:
Under no circumstances shall liability exceed the amount paid for the specific bird(s) or shipment giving rise to the claim, or USD $100, whichever is greater.

No Warranty:
AES makes no guarantee regarding carrier performance, delivery times, and routing, handling conditions Or transportation outcomes.

Post- Delivery Condition Disclaimer:
AES makes no guarantee, representation, or warranty regarding the post-delivery health, condition, adjustment, fitness, appearance, behavior, breeding performance, racing performance, survivability, or any physical changes in birds following release from quarantine, shipment, transfer, to a carrier, or final delivery. Customer acknowledges that live birds may experience temporary or permanent changes in condition associated with transportation, environmental changes, stress, hydration status, acclimation, handling, weather conditions, flock integration, or other variables outside of AES's control. Such post-delivery changes shall not constitute evidence of negligence, improper care, or failure of services performed by AES.

Completed Services Clarification:
Customer acknowledges that quarantine services, handling, veterinary procedures, documentation, logistics coordination, and transportation services are considered earned and completed once performed. Customer dissatisfaction arising from post-delivery observations, changes in condition, or outcomes shall not invalidate completed services or create entitlement to refunds except where expressly stated within these terms.

This limitation of liability section applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if Avian Export/Import Services has been expressly advised of the possibility of such damage or loss. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

Some jurisdictions do not allow the exclusion of implied warranties or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. These Terms give you specific legal rights, and you may also have other rights, which vary based on the applicable jurisdiction. The disclaimers, exclusions, and limitations of liability under these Terms will not apply to the extent prohibited by applicable law.

6. IMPORT AND EXPORT CREDITS:

Future Import and Export credits are issued based on the following structure**. All fees and credits are subject to change without prior notice.**

- IF A BIRD DIES WITHIN SEVEN (7) DAYS OF ARRIVAL TO THE USA WHILE IN IMPORT QUARANTINE = A $300 CREDIT WILL BE HONORED TOWARDS A FUTURE IMPORT.
- IF A BIRD DIES WITHIN FOURTEEN (14) DAYS OF ARRIVAL TO THE USA WHILE IN IMPORT QUARANTINE = A $225 PARTIAL CREDIT WILL BE HONORED TOWARDS A FUTURE IMPORT.

- IF A BIRD DIES WITHIN TWENTY-ONE (21) DAYS OF ARRIVAL TO THE USA WHILE IN IMPORT QUARANTINE = A $150 PARTIAL CREDIT WILL BE HONORED TOWARDS A FUTURE IMPORT.
- IF A BIRD DIES WITHIN TWENTY-EIGHT (28) DAYS OF ARRIVAL TO THE USA WHILE IN IMPORT QUARANTINE = A $75 PARTIAL CREDIT WILL BE HONORED TOWARDS A FUTURE IMPORT.
- IF A BIRD DIES DURING THE THIRTY (30) DAY PRE-EXPORT QUARANTINE PERIOD, YOU MAY SEND A REPLACEMENT BIRD THROUGH US AT NO EXTRA FEE (I.E. YOU WILL RECEIVE A CREDIT EQUAL TO THE AMOUNT YOU PAID US FOR THE EXPORT OF THE BIRD THAT DIED DURING THE PRE-EXPORT QUARANTINE PERIOD). SHOULD THE REPLACEMENT BIRD ALSO DIE, NO ADDITIONAL CREDIT WILL BE OFFERED. YOU SHALL BE SOLELY RESPONSIBLE FOR THE COSTS OF PROCURING THE REPLACEMENT BIRD TO BE SENT THROUGH US.

IF A BIRD DIES WHILE IN USPS/ DELTA CARGO/ATF CUSTODY= $0.00 CREDIT AVAILABLE.
WE HAVE NO CONTROL OVER HOW THE USPS HANDLES THE BIRDS WHILE THEY ARE IN THEIR CUSTODY, AND TRANSIT TO THEIR FINAL DESTINATION.

PLEASE NOTE: USPS VERY RARELY EVER PAYS OUT ANY INSURANCE CLAIMS FOR MORTALITIES, EVEN IF YOU PURCHASE THEIR INSURANCE WHICH IS OFFERED. THE ONLY TIME THEY WILL PAYOUT A CLAIM UP TO $100 IS IF THE BOX HAS OUTSIDE EVIDENCE OF PHYSICAL DAMAGE CAUSING INJURY OR DEATH TO THE BIRD, OR IF IT TAKES 4 DAYS FOR FINAL DELIVERY OF THE BIRDS TO YOU AND SOME ARRIVE DEAD ON ARRIVAL. THE BIRDS' POSSIBLE EXPOSURE TO EXCESSIVE HEAT IS NOT CONSIDERED A FACTOR IN THEIR DECISION AND CLAIMS PROCESS. THIS IS WHY WE NO LONGER SHIP ANY LIVES DURING THE SUMMER MONTHS. IT'S SIMPLY NOT SAFE TO DO SO!

THIS INFORMATION IS PUBLISHED DIRECTLY ON USPS.COM.

7. GOVERNING LAW AND DISPUTE RESOLUTION

YOU AND AVIAN EXPORT/IMPORT SERVICES AGREE TO RESOLVE ANY DISPUTES BETWEEN YOU AND AVIAN EXPORT/IMPORT SERVICES RELATED TO THESE TERMS THROUGH **BINDING AND FINAL ARBITRATION** INSTEAD OF THROUGH COURT PROCEEDINGS. YOU AND AVIAN EXPORT/IMPORT SERVICES EACH HEREBY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY CONTROVERSY, CLAIM, COUNTERCLAIM, OR OTHER DISPUTE ARISING BETWEEN YOU AND AVIAN EXPORT/IMPORT SERVICES RELATING TO THESE TERMS OR THE SERVICES. IN

ADDITION, YOU AGREE TO WAIVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR LITIGATE ON A CLASS-WIDE BASIS. YOU AGREE THAT YOU HAVE EXPRESSLY AND KNOWINGLY WAIVED THESE RIGHTS.

THESE TERMS SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF UTAH AND THE LAWS OF THE UNITED STATES OF AMERICA APPLICABLE THEREIN, EXCLUDING ITS CONFLICT OF LAW PROVISIONS. EXCEPT FOR CLAIMS FOR INJUNCTIVE OR EQUITABLE RELIEF OR CLAIMS REGARDING INTELLECTUAL PROPERTY RIGHTS (WHICH MAY BE BROUGHT IN ANY COMPETENT COURT WITHOUT THE POSTING OF A BOND), ANY DISPUTE ARISING UNDER THESE TERMS SHALL BE FINALLY SETTLED IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("**AAA**") BY ONE ARBITRATOR APPOINTED IN ACCORDANCE WITH AAA. THE ARBITRATION SHALL TAKE PLACE IN SALT LAKE CITY, UTAH IN THE ENGLISH LANGUAGE AND THE ARBITRAL DECISION SHOULD BE MADE ACCORDING TO LAW AND MAY BE ENFORCED IN ANY COURT. THE PREVAILING PARTY IN ANY ACTION OR PROCEEDING TO ENFORCE THESE TERMS SHALL BE ENTITLED TO COSTS AND ATTORNEYS' FEES.

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