

(30 days mandatory EU pre export quarantine + 30 days mandatory import quarantine with the USDA)

******Special Terms and Conditions associated with shipping/quarantine/import/export services******

While we strive 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 to quarantine, export, and also import birds is highly regulated by the government, 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. 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. By hiring us to perform these service related activities for your birds, and as the trusted importer of record for your birds, you accept all the risks, as well as the terms and conditions associated within the entire process, from beginning to end. The average time frame to receive your birds throughout this direct import process is 60-65 days, however, flights and unforeseen delays with quarantine space, delayed lab work and testing results, may be experienced, and is common and generally accepted in this quarantine and shipping environment. 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 \$5.75 per bird per day.

Limitations of Liability: Avian Export Services and its owners are not liable for any mishaps of birds we handle at any time throughout the entire import process, including euthanasia and or shipping. Compensation for damages or mishaps can never be above the invoice-value of the services offered and paid directly to us for importing your birds through our services. Avian Export Services and its owners also are not held liable for the loss of profit, breeding opportunities, consequential loss, pecuniary damages, and also non-pecuniary damages that may result from birds not making it through quarantines, or final delivery to clients. You assume all risks with the importation process. There are no cash refunds associated with importing.

Avian Export Services and Its owners shall not be held responsible for any losses of birds due to illness, death of a bird while in quarantine, injury of a bird of any kind, delays in the import process, required euthanasia of birds when deemed necessary by government mandates, (see Title 9 Code of Federal Regulations Part 93.106 (a), or during any times of transportation while heading to their final destination. Clients and customers shall not take legal action against Avian Export Services, or its owners.

Future Import and Export credits are issued when deemed necessary based on the following structure:

(HERE IS THE NEW BREAKDOWN BELOW- IMMEDIATELY EFFECTIVE NOVEMBER 15, 2023)

IF A BIRD DIES WITHIN 7 DAYS OF ARRIVAL TO THE USA WHILE IN IMPORT QUARANTINE = A \$300 FULL CREDIT WILL BE HONORED TOWARDS A FUTURE IMPORT.

IF A BIRD DIES WITHIN 14 DAYS OF ARRIVAL TO THE USA WHILE IN IMPORT QUARANTINE = A \$225 PARTIAL CREDIT WILL BE HONORED.

IF A BIRD DIES WITHIN 21 DAYS OF ARRIVAL TO THE USA WHILE IN IMPORT QUARANTINE = A \$150 PARTIAL CREDIT WILL BE HONORED.

IF A BIRD DIES WITHIN 28 DAYS OF ARRIVAL WHILE IN IMPORT QUARANTINE= A \$75 PARTIAL CREDIT WILL BE HONORED.

IF A BIRD DIES WHILE IN USPS 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.

Any unforeseen circumstances will be settled by Daniel Hash, the owner. Jurisdiction matters are to be held strictly in The State of Utah, and all disputes shall be handled out of court. Additional terms and conditions apply as also published on our website located at www.avianexportservices.com

All invoices are to be paid and are due upon receipt. A \$25 late fee will be assessed for invoices which are not paid within 21 days of receipt. If payment is not received within 30 days of receipt a \$1.00 charge per pigeon per day will be added to the original invoice, up until 60 days birds have been in quarantine. Invoices left unpaid after 60 days, or longer, will be assessed an additional \$5.75 per bird per day, thereafter, until full payment has been received. Birds will not be released to fanciers until full payment has been received. The Fancier will also be liable for all necessary legal/collection fees associated with the process. Birds are typically shipped domestically within 5 days after we receive them out of import quarantine, unless holidays affect the shipment. For fastest delivery, all Invoices are sent using your email address that is on file with your original reservation form.

There will be a 4% 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 Services**, and send via **Priority Mail with tracking capability**.

ALL MAJOR CREDIT CARDS ARE ACCEPTED.

TO MAIL YOUR PAYMENT TO US, USE THE FOLLOWING INFORMATION BELOW:

Avian Export Services

PO BOX 146 (Shipping and receiving address for all bird related business)

Kaysville, UT 84037

QUARANTINE STATUS/UPDATES ARE ALWAYS POSTED WEEKLY TO OUR WEBSITE!