

## Artfx Fine Art Services Ltd Terms & Conditions of Trading

### 1. GENERAL

- 1.1 All work of whatsoever nature undertaken by Artfx Fine Art Services Ltd is only carried out subject to these Terms and Conditions. No servant or agent or other person has the authority to alter or qualify these Terms and Conditions
- 1.2 All contracts entered into by Artfx Fine Art Services Ltd shall be deemed to have been entered into at the office of Artfx Fine Art Services Ltd and shall be construed and governed by the laws of England
- 1.3 If any individual term or condition is rendered void or unenforceable by statute or international Convention to which the United Kingdom is a signatory or is held to be so void or unenforceable by an Arbitrator or Court of Law, the contract and these terms and conditions shall be void and unenforceable to that extent only and the remainder of these Terms and Conditions shall continue to have full effect
- 1.4 Artfx Fine Art Services Ltd is not a common carrier and the rights and liabilities of the parties hereunder shall apply and/or be determined upon that basis

### 2. PARTIES

- 2.1 Artfx Fine Art Services Ltd may engage agents and/or sub-contractors to perform all or any part of the contract to be provided to the customer and Artfx Fine Art Services Ltd enters into the Contract for itself and on behalf of such agent and/or sub-contractors all of whom shall have the benefit of these Terms and Conditions and who shall be under no liability to the customer greater than or in addition to that of Artfx Fine Art Services Ltd under the contract and the customer agrees with Artfx Fine Art Services Ltd that no claim shall be made against such agent and/or sub-contractor in addition to or in excess of the limitation and/or exclusion of liability as set out in these Conditions
- 2.2 The servants, agents and/or sub-contractors of Artfx Fine Art Services Ltd shall be entitled to the benefit of all the provisions herein contained which exclude or restrict liability of any kind. In entering into any agreement incorporating these Terms and Conditions Artfx Fine Art Services Ltd does so on its own behalf and as agent for all its servants, agents and/or sub-contractors.
- 2.3 If the customer is not the owner of the goods or any part of the goods he shall be deemed for the purpose of the contract and these Terms and Conditions to be the agent of such owner and warrants that if the goods are not his own unencumbered property that he has the authority of all persons owning or having an interest in the goods or any part thereof to accept these Terms and Conditions and contracts on their behalf. The customer shall indemnify Artfx Fine Art Services Ltd against any loss, damage or claims made upon Artfx Fine Art Services Ltd by virtue of any want of authority of the customer to enter into this contract on behalf of any party having an interest in the goods or any part thereof.

### 3. CHARGES

- 3.1 Any charges quoted by Artfx Fine Art Services Ltd whether oral or in writing may be amended by Artfx Fine Art Services Ltd if:
- (1) They are not accepted within 14 days
  - (2) The work is not completed within one month, the delay being attributable to the actions of the customer, his servants or agents
  - (3) Costs are altered by changes on taxation and/or freight rates outside the control of Artfx Fine Art Services Ltd
  - (4) During the course of the work extra services are supplied at the request of the customer or delay occurs beyond the control of Artfx Fine Art Services Ltd or at the request of the customer
  - (5) The contract is made for specified quantity by reference to specific items or cubic capacity. If additional goods are packed and/or carried an extra charge may be made and all these conditions shall apply to such extra work
- 3.2 In all of the above circumstances the customer agrees to pay such additional charges as may become payable

### 4. PACKING

- 4.1 At the request of the customer Artfx Fine Art Services Ltd will pack items for carriage by land, sea or air. The choice of materials used in the packing of such items shall be at the sole discretion of Artfx Fine Art Services Ltd
- 4.2 Artfx Fine Art Services Ltd will not accept for packing and/or onward delivery the following items and the customer expressly agrees that he will not submit such items for such packing and/or onward delivery:
- (1) Jewellery, watches, trinkets, precious stones, money, deeds, securities, stamps, coins (or similar collections of any kind) or
  - (2) Any damaging, dangerous or explosive article or substance or any article or substance likely to encourage vermin or other pests or likely to cause infection or contamination. Artfx Fine Art Services Ltd may at its sole discretion remove, sell, destroy or otherwise dispose of any such article or substance

### 5. COLLECTION AND DELIVERY

- 5.1 Artfx Fine Art Services Ltd will if requested by the customer collect items for packing. Such collection may be carried out by Artfx Fine Art Services Ltd its servants or agents or sub-contractors appointed by it and all of these Terms and Conditions shall apply to such collection
- 5.2 Unless expressly agreed in writing to the contrary Artfx Fine Art Services Ltd will not carry out the delivery of items packed by it. For the purpose of effecting such delivery Artfx Fine Art Services Ltd shall be entitled and the customer hereby authorises Artfx Fine Art Services Ltd to enter into contracts upon behalf of the customer as the customers agent:
- (1) For the carriage of goods by any route or means or person
  - (2) For the storage, packing, trans-shipment, loading, unloading or handling of the goods by any person at any place whether on shore or afloat and for any length of time
  - (3) For the carriage or storage of goods in or on containers, flats, lifts, railway wagons, tanks, igloos or any other unit load device specifically constructed for the carriage of goods by land, sea or air with other goods of whatever nature
  - (4) To do such acts as may in the opinion of Artfx Fine Art Services Ltd be reasonably necessary in the performance of delivery obligations in the interests of the customer
- 5.3 Where there is a choice of charges quoted by a carrier dependent upon the extent or degree of liability accepted by such carrier no declaration of value where optional will be made by Artfx Fine Art Services Ltd except under special arrangements previously made in writing with the customer. Nor shall Artfx Fine Art Services Ltd be under any liability to the customer by reason of having entered into any contract on behalf of the customer whereby the extent or degree of the liability assumed by a carrier or other party is in any respect excluded or limited save where such contract is entered into contrary to specific written instructions given by the customer and accepted by Artfx Fine Art Services Ltd

### 6. RESPONSIBILITY AND LIABILITIES OF ARTFX FINE ART SERVICES LTD

- 6.1 Collection
- Artfx Fine Art Services Ltd shall not be liable for loss and/or damage of whatever nature and howsoever caused during the collection of items unless such loss and/or damage is proved to have been caused by the negligence of Artfx Fine Art Services Ltd its servants, agents or sub-contractors
- 6.2 Packing
- (1) Artfx Fine Art Services Ltd shall not be liable for loss and/or damage of whatever nature and howsoever caused during the packing of goods unless such loss and/or damage is proved to have been caused by the negligence of Artfx Fine Art Services Ltd its servants, agents or sub-contractors
  - (2) Artfx Fine Art Services Ltd shall not be liable for loss and/or damage caused to goods packed by them as a result of any defect in or failure of any packing material or as a result of climatic conditions of whatsoever nature unless it is proved that Artfx Fine Art Services Ltd had been negligent in its choice and/or use of such packing materials
- 6.3 Delivery
- In effecting delivery of goods Artfx Fine Art Services Ltd contracts with the carriers of such goods as agent of the customer. Artfx Fine Art Services Ltd shall not be liable for any loss and/or damage of whatever nature and howsoever caused unless such loss and/or damage is proved to have been caused by:
- (1) Any defect or failure in the packing material, or
  - (2) As a result of the negligence of Artfx Fine Art Services Ltd in its choice of carrier
- 6.4 Where loss and/or damage shall be proved to have been caused by the negligence of Artfx Fine Art Services Ltd its servants or agents the liability of Artfx Fine Art Services Ltd shall be limited to:

- (1) A sum at the rate of two Special Drawing Rights as defined by the International Monetary Fund per kilo of gross weight of the goods lost or damaged or at the sole discretion of Artfx Fine Art Services Ltd the cost of repairing or replacing the damaged or missing articles, whichever shall be the least
  - (2) In respect of articles being part of a pair or set the liability if any of Artfx Fine Art Services Ltd shall be calculated by reference to the particular part or parts lost or damaged irrespective of any special value which such article may have as such part of such pair or set
- 6.5 Any date given by Artfx Fine Art Services Ltd for delivery of the goods is given only as a guide for the assistance of the customer and time for delivery shall not be of the essence of the contract except as shall otherwise be provided in these Terms and Conditions
- 6.6 Artfx Fine Art Services Ltd shall not be liable in any circumstances whatsoever and howsoever caused including the negligence of Artfx Fine Art Services Ltd its servants, agents or sub-contractors for indirect or consequential loss such as but not limited to loss of profits, loss of market or the consequences of delay or deviation

### 7. RESPONSIBILITIES AND LIABILITIES OF THE CUSTOMER

- 7.1 The customer agrees that he will not submit for packing and delivery:
- (1) Jewellery, watches, trinkets, precious stones, money, deeds, securities, stamps, coins (or similar collections of such kind)
  - (2) Any damaging, dangerous or explosive article or substance or any article or substance likely to encourage vermin or other pests or likely to cause infection or contamination.
- 7.2 It shall be the responsibility of the customer to ensure that proper arrangements are made for the receipt of the goods. Extra charges may be raised by a carrier if delivery cannot be effected in the normal course of business and the customer agrees to be responsible for such charges
- 7.3 As agent of the customer Artfx Fine Art Services Ltd will give instructions for the delivery of the goods. It is the responsibility of the customer to ensure that all delivery addresses and instructions are accurate and the customer agrees to be responsible for any additional charges, costs or claims which may be made as a result of any inaccuracies in such addresses or instructions.
- 7.4 Unless it has been agreed in writing that Artfx Fine Art Services Ltd will complete all Customs documentation on behalf of the customer it is the responsibility of the customer to ensure that all Customs requirements and documentation have been met and completed and all requirements of any Customs or similar body complied with
- 7.5 The customer shall indemnify Artfx Fine Art Services Ltd against all liabilities, losses, damage costs and/or expenses of whatsoever nature which may result from Artfx Fine Art Services Ltd acting in accordance with the customers instructions or arising from any breach by the customer of any warranty or condition contained in these Terms and Conditions or from the negligence of the customer
- 7.6 Should Artfx Fine Art Services Ltd be put to any costs, charges or expenses in consequence of any claim made by a third party in respect of any goods packed or carried or ordered to pay any damages arising out of any such claims, or should it be liable to any penalty under statute or otherwise or put to any expenses in recovering any charges due to it the same shall be recoverable from the customer and the customer hereby agrees to pay all such sums to Artfx Fine Art Services Ltd
- 7.7 It is the responsibility of the customer to acquaint himself with the exceptions and conditions of any insurance effected upon his behalf and the customer is deemed to accept the same
- 7.8 Should the customer elect to effect insurance of the goods himself then it is the customers responsibility to effect such insurance in accordance with Clause 12.5 hereof

### 8. TIME LIMIT FOR CLAIMS

- 8.1 Artfx Fine Art Services Ltd shall be discharged from all liability of whatsoever nature and howsoever caused including negligence unless:
- (1) Notice of loss and/or damage shall have been received by Artfx Fine Art Services Ltd in writing:
    - (a) In respect of damage – within seven (7) days of receipt of the goods by the customer or the person to whom delivery is directed
    - (b) In respect of loss – within seven (7) days of the time when the goods should have been delivered in the ordinary course of business either alone or with other goods, and
  - (2) Proceedings or arbitration procedure is commenced within one year of the period set out in 8.1(1)
- 8.2 Time shall be of the essence in respect of the making of such claims and bringing of such proceedings

### 9. PAYMENT

- 9.1 Unless expressly agreed otherwise in writing all monies due and payable to Artfx Fine Art Services Ltd in respect of services rendered or goods supplied shall be payable at the offices of Artfx Fine Art Services Ltd as shall exist from time to time
- 9.2 All monies due to Artfx Fine Art Services Ltd shall be paid in cash or otherwise as agreed immediately upon receipt of an invoice without deduction or deferment
- 9.3 The customer expressly agrees that he will not withhold or defer payment of any monies due by virtue of any claim or counterclaim
- 9.4 Artfx Fine Art Services Ltd shall be entitled in its sole discretion to charge interest at 2% above the minimum lending rate of National Westminster Bank PLC upon any such sums which remain unpaid seven (7) days after an invoice has been rendered

### 10. LIEN AND POWER OF SALE

- 10.1 Artfx Fine Art Services Ltd is deemed to be authorised to pay all charges claimed by any previous contractor, carrier or freight forwarder and any other charges, duties or levies raised of whatsoever nature upon the goods. Artfx Fine Art Services Ltd shall have a general lien upon all goods in its possession for all monies due to it from the customer or liabilities incurred by it and for monies paid on behalf of the customer and if part of the goods shall have been delivered, despatched or sold the general lien shall apply in respect of such goods as remain in Artfx Fine Art Services Ltd possession. Artfx Fine Art Services Ltd shall be entitled to raise a warehousing charge and all other expenses during the period in which a lien on the goods is being asserted and all these Terms and Conditions shall continue to apply thereto
- 10.2 Artfx Fine Art Services Ltd may at any time upon giving 28 days notice in writing to the customer require the customer to remove the goods from the care, custody or control of Artfx Fine Art Services Ltd and to pay all monies then due to it. In the event of the customer failing to remove the goods and to pay such monies Artfx Fine Art Services Ltd shall have the power to sell or otherwise dispose of the whole or part of the goods without further notice and may apply the proceeds of the sale towards payment of all sums due to Artfx Fine Art Services Ltd and any expenses incurred by reason of the said sale or disposal. Any surplus will be paid to the customer without interest. Artfx Fine Art Services Ltd may in its absolute discretion sell all or any part of the goods at any time once notice has been served and the prescribed time expired

### 11. ARBITRATION

- If any dispute difference or question shall at any time hereafter arise between the parties hereto or their respective representatives in respect of any claim or counterclaim put forward on the part of the customer against Artfx Fine Art Services Ltd its servants or agents in connection with or arising out of this contract or any extension thereof the claim shall be referred to the arbitration of a single Arbitrator to be agreed by the parties or failing agreement to an Arbitrator being a Barrister of not less than ten (10) years call to be appointed at the request of either party by the President for the time being of the Law Society and the matter shall be dealt with according to the laws for the time being governing the resolution of disputes by arbitration in England. The costs of any such arbitration shall be in the discretion of the Arbitrator and the award of such Arbitrator shall be a condition precedent to any legal proceedings in a Court of Law in respect of any matters hereby agreed to be the subject of arbitration. The arbitration shall unless otherwise agreed be held in the town in which Artfx Fine Art Services Ltd office from which the contract was deemed to have been made is situated.

### 12. INSURANCE

- 12.1 It is agreed by the customer that Artfx Fine Art Services Ltd has no knowledge of the value of the goods handed to it and that the charges raised by Artfx Fine Art Services Ltd are calculated by reference to the fact that the liability of Artfx Fine Art Services Ltd is limited as set out in section 6 hereof
- 12.2 Upon the express instructions of the customer given in writing Artfx Fine Art Services Ltd will as agent of the customer effect insurance in respect of the goods
- 12.3 Any insurances effected will be subject to the usual exceptions and conditions of the policies of the insurance company or underwriters taking the risk. It is the responsibility of the customer to acquaint himself with such exceptions and conditions and the customer is deemed to accept the same
- Unless otherwise expressly agreed in writing Artfx Fine Art Services Ltd shall not be under any obligation to effect a separate insurance on each consignment of goods but may declare it on any open or general policy held by it
- 12.5 In the event that the customer declines to effect insurance through the agency of Artfx Fine Art Services Ltd but instead effect his own insurance the customer expressly agrees that he will direct the company or underwriters granting such insurances to make Artfx Fine Art Services Ltd a party to such insurance and any failure on the part of the customer to do so shall constitute a breach of the contract and Artfx Fine Art Services Ltd shall be relieved of all liability for loss and/or damage of whatsoever nature and howsoever caused including negligence.