

TERMS AND CONDITIONS

CROZIER



Definitions:

Crozier Fine Arts, Inc., together with its affiliates, subsidiaries, divisions and employees, are collectively referred to herein as “CFA.” CFA may be referred to as the “**Carrier**,” “**Warehouse**,” or “**Warehouseman**.”

“**Cargo**,” also referred to as the “**Property**,” “**Goods**,” or “**Freight**,” are items in whole or in part, in packed or unpacked state, that are tendered to CFA for transportation and storage related services, and subject to the rules and limitations set forth herein.

“**Client**,” “**Shipper**” or “**Bailor**” is the person or organization that retains CFA to collect and deliver the Property and perform transportation and/or storage related services and who then becomes liable to remit CFA for charges incurred.

“**Consignee**” is the person or parties who receive the Property from CFA.

“**Exclusions**” are the conditions and occurrences, as set forth below, that protect and relieve CFA from all liability and responsibility for loss and damage related to the Property.

“**Insurance**” is a premium charged to the Client based on a value of the Property declared by that Client and subject to all the limitations and exclusions set forth below. Payment of the Insurance premium allows the Client to collect the declared value in the event of a loss or mishap that is attributable to events or occurrences during CFA’s possession of the Property. “**NVD**” means no value declared when the Client consigns the Property for storage or carriage by CFA and does not declare a value for the Property; thus releasing CFA to its minimum level of liability as set forth below.

Services: The Client and CFA understand and acknowledge that CFA’s relationship with the Client is that of:

- (a) A **warehouseman** only when CFA is storing Client’s Property in CFA’s Warehouse (excluding items being stored by Client pursuant to an Occupancy Agreement);
- (b) A **Motor Carrier** only when CFA is transporting over land the Client’s Property;
- (c) An **Agent** acting on behalf of the Client, as its principal, for all other times. As an Agent for the Client, CFA shall arrange for carriage of the Client’s Property. If Client’s Property is not in CFA’s care, custody and control, CFA is acting only as the Client’s Agent. While acting as Client’s Agent, CFA assumes no liability as a carrier and shall not be responsible or held liable by the Client for any loss, damage, expense or delay to the Property. CFA shall never be regarded as an Ocean Freight Forwarder, NVOCC (Non-Vessel Operating Common Carrier), Indirect or Direct Air Carrier or Customs House Broker. The Client shall indemnify and hold harmless CFA in the event that CFA is considered or determined to be an Ocean Freight Forwarder, NVOCC (Non Vessel Operating Common Carrier), Indirect or Direct Air Carrier or Customs House Broker, while performing Services on behalf of the Client.

CFA’s Terms and Conditions: Property is accepted by CFA in apparent good order (except noted otherwise) for storage and/or carriage and is always subject to these Terms and Conditions which are available on request. The Client and its agents must read and

understand these Terms and Conditions. CFA is not responsible for explaining these Terms and Conditions verbally.

Term for Storage: The Client is a “month to month tenant” if no other term is provided. The term automatically renews, unless terminated by either Party, in writing on thirty (30) days written notice, which notice shall state the date of termination. An acknowledgement of the Notice of termination by the other Party is required. An original term of greater or equal to one year shall renew with a 6% monthly premium charge if written termination has not been acknowledged.

Use of Premises: The Client may only store Property that the Client has the legal right to store. CFA shall rely upon the representation from the Client that the Client is storing only Property which it has the legal right to store and that the Property are free and clear of all superior liens.

Delivery Requirements: No Property shall be delivered or transferred except upon receipt by CFA of complete written instructions from the Client. When Property are ordered out, a reasonable time shall be given CFA to carry out instructions, and if it is unable to because of acts of God, war, public enemies, seizure under legal process, strikes, lockouts, riots and civil commotion, or any reason beyond CFA’s control, or because of loss or destruction of Property for which CFA is not liable, or because of any other provision of law, CFA shall not be liable for failure to carry out such instructions and the Property remaining in storage shall continue to be subject to regular storage charges.

Security: Client is not allowed to work or to be unaccompanied by CFA personnel while in CFA’s facilities unless the Client has leased a private space and has executed an Occupancy Agreement for that space. A CFA art-handler shall assist the Client at CFA’s standard rate. CFA only allows the Client and the Client’s expressly authorized and previously identified agents, employees or assigns to access the Client’s Property or private space. CFA does not allow any other persons, including, but not limited to, other logistics companies or outside art handlers, to enter CFA’s warehouse under any circumstances. CFA has certain Rules and Regulations (which are subject to change) necessary for the operation of the Warehouse. Client and Client’s previously identified agents, employees or assigns shall familiarize themselves with said Rules and Regulations from time to time and abide by them. Said rules are incorporated herein by reference. Viewing rooms may be leased for use as Client work space.

Compliance with Building Specifications: The Client shall make no changes in or to the space provided by CFA without CFA’s prior written consent. Any damage to CFA’s premises or the storage unit or violations of CFA’s Rules and Regulations shall constitute a default. The client may make arrangements with CFA, in writing only, for custom made shelving, storage racks or similar customization to its storage space. Notwithstanding, any request for customization of the Client’s space must conform with applicable fire and building codes and the client shall pay for all customization, modifications and resulting construction to ensure compliance with all applicable fire and building codes.

Limitations of CFA’s Liability:

THE MAXIMUM LIABILITY OF CFA FOR LOSS



OR DAMAGE BY ANY CAUSE, INCLUDING NEGLIGENCE, IS LIMITED TO \$0.60 (SIXTY CENTS) PER POUND AS DETERMINED BY THE ACTUAL WEIGHT OF THE UNWRAPPED PROPERTY, BUT IT CANNOT EXCEED THE ACTUAL LOSS. CFA SHALL NOT BE LIABLE FOR ANY CLAIM IN EXCESS OF \$0.60 (SIXTY CENTS) PER POUND, PER ARTICLE, WHETHER THE RESULT OF LOSS, DAMAGE, DELAY, NON-DELIVERY, MISDELIVERY OR MISINFORMATION, UNLESS THE SHIPPER DECLARES A HIGHER VALUE, PAYS AN ADDITIONAL CHARGE, AND DOCUMENTS ITS ACTUAL LOSS IN ACCORDANCE WITH THE CLAIM FILING RULES CONTAINED HEREIN.

Should any claim in an amount in excess of the foregoing limits of liability be asserted against CFA by a third party for loss or damage to Property handled by CFA, the Shipper, Consignee, and Client shall indemnify and hold CFA harmless as against any such claim. This provision shall be in force regardless of the cause of such loss or damage, including negligence. CFA shall not be liable for loss or damage due to lack of detailed and specific Client instructions in handling and/or placement of Property. The provisions of this contract also extend to items damaged inside a Client, Shipper or Consignee's premises or place of business. To the extent that the Carmack Amendment 49 USC §14706 is applicable, CFA herein incorporates by reference all benefits, defenses and exemptions of the aforementioned statute to the full extent they may be applicable. To the extent that the Convention on the Contract for International Carriage of Property by Road ("CMR"), May 19, 1956, 399 U.N.T.S. 189 is applicable, CFA herein incorporates by reference all benefits, defenses and exemptions of the aforementioned statute to the full extent they may be applicable. To the extent that the Carriage of Property by Sea Act ("COGSA") or the Harter Act, 46 U.S.C. § 30701 are applicable, CFA herein incorporates by reference all benefits, defenses and exemptions of the aforementioned statutes to the full extent they may be applicable.

Client agrees that the above Limitations of Liability, including but not limited to CFA's limit of liability to \$0.60 per pound, apply to all art services. The term 'art services'; includes but is not limited to appraisal reports, cleaning of art work, advice on hardware for art, and placement of art. The term, 'placement of art,' includes but is not limited to hanging and removal of paintings on or from walls, mounting and removal of sculptures on or from pedestals, and lifting and removal of art into or out of buildings or open places.

Insurance: CFA does not automatically provide Insurance for the Property. At the Client's request, CFA may arrange for Insurance to be purchased at a premium that is based on the value of the Property and is added to the cost of CFA's services. Said value must appear on the face of the applicable Bills of Lading or Warehouse Receipts and may only be entered by employees of CFA. Declared values may not be altered once Freight has been received for transport unless CFA issues written consent for such alteration.

Consequential and Special Damages: CFA shall not be liable for any consequential or special damages, including, but not limited to, loss caused by delay, loss of revenue, income, profit, market value,

utility and/or profit, and emotional distress whether or not CFA had knowledge that such damages might have been incurred.

Exclusions: CFA is not responsible or otherwise liable, directly or indirectly, for loss or damage to Property due to items: improperly or inadequately packed or mislabeled by the Client or the Client's agents or employees; not professionally packed and secured by CFA or via third party hired or directed by CFA, having regard to the nature of the item and the circumstances of the storage or transit; containing internal damage or concealed breakage; involving breakage of glass and ceramic; involving works in plaster; involving uncured (not thoroughly dry) paintings; involving inherent vice, defect or weakness, wear, tear, gradual deterioration, moths, insects, rodents, vermin or any pre-existing condition; involving the fabrication, repairing, refinishing, renovating, framing, reframing, restoring or retouching process; containing internal mechanics or instrumentation; with waxen, resinous, or viscous surface area, be they in wet, semi-dry, or hardened state; damaged or excessively worn; that are antiques or in disrepair; that are uncured and/or involve unset varnish applied to furniture; involving mysterious disappearance, damage by fire, lightning, windstorm, hail, explosion, collapse, water damage, burglary, theft, vandalism, malicious mischief, wear and tear, gradual deterioration, rust, oxidation, and mold; with directional orientation to which the Client does not affix descriptive arrows in advance; involving loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, acts of customs officials, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power of confiscation or nationalization, requisition or destruction of or damage to Property by or under the order of any government or public or local authority; involving ionizing radiations, contamination by radioactivity from any nuclear fuel or nuclear waste or from the combustion of nuclear fuel, radioactive, toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof, any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter, biological or chemical weapons and /or terrorism; involving the willful misconduct of the consignor, damage or depreciation arising from variation on atmospheric temperature or level of humidity; damage caused by spoilage, contamination, deterioration, freezing, electrical and/or mechanical failure, and or damage to refrigerated and/or temperature controlled Property, damage caused by mechanical or electronic derangement on clocks, scientific instruments, computers, hi-fi equipment, decrease in market value; involving ordinary leakage, ordinary loss in weight or volume, folded, rolled or shipped unwrapped at the stated request of the Client regardless of whether such loss or damage may be caused or contributed to by the negligence of CFA, its agents or employees.

In relation to subjective terms as used above ("inadequately packed," "inherent vice," "excessively worn," etc.) it is understood that the Client allows and releases CFA to define and interpret these terms as reasonably and commonly acceptable in CFA's industry and as applied against common and previous occurrences in the normal course of packing and shipping.

The following types of freight shall not be stored or transported by CFA under any circumstance: contraband or illegal substances; firearms or ammunition; explosive, chemical, noxious or dangerous Property; livestock; plants; or biological or hazardous Property. The act of consigning items of these types to CFA, which are disguised by the Shipper, acting with or without knowledge of the Client, shall entitle CFA to recover any and all costs for fines,

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penalties, legal fees, damage to CFA equipment and/or personal injury and compensation to CFA employees. The Client also shall be liable for and indemnify CFA against all loss or damage to other Property or persons caused by said dangerous Property. CFA is at liberty to dispose of any items consigned with or associated with said dangerous Property at any time and place deemed appropriate by CFA with disposal charges billable to the Client. CFA cannot be held responsible and shall remain exempt from liability for physical damage to Property, or loss caused by delay of delivery, when conditions beyond CFA's control are encountered during storage or transit such as: extreme weather and/or changes in temperature, acts of nature and God; breakdown or mechanical defect of vehicles or equipment; faulty or impassable highway; lack of capacity of roadway structures; highway obstruction or closure due to official action; civil disobedience, riots, strikes or lockouts; and/or illegal or unlawful actions.

Subcontracting: CFA may subcontract the performance of Services to Third Parties ("Subcontractors"). CFA shall not be liable or responsible for any negligence, malpractice, fault, errors or omissions in the performance of Services by any Subcontractor.

Services by Third Parties: Unless CFA carries, stores, or otherwise physically handles the Property, and loss, damage, expense or delay occurs during such activity, CFA assumes no liability and shall not be held responsible for any loss, damage, expense or delay to the Property to be forwarded or imported, but undertakes only to use reasonable care in the selection of carriers, truckmen, lightermen, forwarders, customs brokers, agents, warehousemen and others to whom it may entrust the Property for transportation, cartage, handling and/or delivery and/or storage. When CFA carries, stores or otherwise physically handles the Property, it does so subject to the limitations of liability set forth below.

Liability Limitations of Third Parties: CFA as an agent for the Client is authorized to select and engage carriers, truckers, lightermen, forwarders, customs house brokers, indirect air carriers, agents, warehousemen and others, as required, to transport, store, deal with and deliver the Client's Property, all of whom shall be considered to be agents of the Client, and the Property may be entrusted to such agencies subject to all conditions as to limitation of liability for forwarders, customs house brokers, indirect air carriers, agents, warehousemen and others. CFA shall under no circumstances be liable for any loss, damage, expense or delay to the Property for any reason whatsoever when said Property are in custody, possession or control of Third Parties.

Choosing Routes, Subcontractors and Agents: Unless express instructions in writing are received from the Client and accepted by CFA, CFA has complete discretion in choosing the means, route and procedure to be followed in the handling, transportation and delivery of the Property. Advice by CFA to the Client that a particular person or firm has been selected to render services with respect to the Property shall not be construed to mean that CFA warrants or represents that such person or firm shall render such Services.

Indemnity and Hold Harmless: The Client shall defend, indemnify and hold CFA ("indemnitee") harmless from and against any and all claims, liabilities, damages, losses and judgments, including costs and expenses incident thereto, which may be suffered by or accrue against, be charged to or recoverable from CFA by reason of injury to or death of any person or by reason of injury to or destruction of Property, from any cause including but not limited to the fault, breach of warranty or negligence of CFA, its officers, agents, subcontractors

or employees and/or from the fault, breach of warranty or negligence of the Client, its officers, agents, subcontractors or employees.

Bills of Lading and Warehouse Receipts: Only CFA employees may alter the faces of the applicable Bills of Lading or Warehouse Receipts. All conditions set forth therein are binding and cannot be modified, altered or waived by any person including CFA employees, save for officers of CFA, and then only in writing and when signed by such an officer. CFA retains the right to prepare other Bills of Lading and /or Warehouse Receipts and addenda as necessary to sufficiently describe Property in storage or transit. If at the discretion of CFA it becomes necessary or desirable to depart from Client's instructions in relation to Property in storage or transit, then CFA shall be at liberty to do so. CFA is also at liberty to execute any new Bill of Lading and /or Warehouse Receipt information or instructions as deemed necessary in the interest of safe handling of the Property.

Claims, Time Limits and Procedures: Claims for loss, damage or delay must be filed in writing with CFA within nine months after the delivery and receipt of the Property, except that claims for failure to make delivery must be filed in writing within nine months after a reasonable time for delivery has elapsed. As a condition precedent to recovery, claims for loss, damage or delay during transit must be filed in writing with CFA in accordance with the provisions of the claim filing regulations of the Federal Motor Safety Administration set forth at 49 C.F.R. §370, which regulations are expressly incorporated herein by reference in their entirety. Suits for loss, damage, injury or delay must be commenced against CFA no later than two years from the day when delivery was made or storage was terminated (unless the Carriage of Property by Sea Act ("COGSA") applies to the shipment and then COGSA's one year limitation of time to file suit applies). Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, CFA shall not be liable and such claims shall not be paid. Payment of claim shall be subject to proof of actual damages suffered. The Consignee must hold the packaging(s), shipping container(s) and its contents in the same condition they were in when damage was discovered. Except as provided above, receipt by the Client or Consignee of the Property without written notification of damage on the Bills of Lading, Delivery or Warehouse Receipts shall be *prima facie* evidence that the Property were delivered in good order and condition. No claims for loss or damage shall be entertained until all of CFA's charges have been paid in full. The amount of the claim may not be deducted from the total due and payable charges.

When Property have not been delivered, notice may be given of known loss or injury to the Property by mailing of a registered or certified letter to the Client. Time limitations for presentation of a claim in writing and maintaining of action after notice begin on the date of mailing of such notice by the Client.

Transportation by Air Only Via Direct or Indirect Air Carriers: If the carriage involves air transport and an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention or the Montreal Convention may be applicable and in most cases limit the liability of CFA in respect of loss of, damage or delay to Property. Depending on the applicable regime, and unless a higher value is declared, liability of CFA may be limited to US\$20.00 per kilogram. "Warsaw Convention" means whichever of the following instruments is applicable to the contract of air carriage: the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw,

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October 12, 1929; that Convention as further amended by Montreal Protocol No. 1, 2, or 4 (1975) as the case may be. "Montreal Convention" means the Convention for the Unification of Certain Rules for International Carriage by Air, done at Montreal on May 28, 1999. Air Carriage is subject to the rules relating to liability established by the Warsaw Convention or the Montreal Convention unless such air carriage is not "international carriage" as defined by the applicable Conventions.

To the extent not in conflict with the foregoing, carriage and other related services performed are subject to: applicable laws and government regulations; provisions contained in the Bill(s) of Lading, CFA's Terms and Conditions, regulations, and applicable Tariffs of any other carrier, are incorporated herein, and may be inspected at any airports or other Property sales offices from which that carrier operates regular services. When carriage is to/from the USA, the Shipper and the Consignee are entitled, upon request, to receive a free copy of CFA's Terms and Conditions.

CFA's Terms and Conditions of carriage include, but are not limited to: limits on CFA's liability for loss, damage or delay of Property, including fragile or perishable Property; claims restrictions, including time periods within which Shippers or Consignees must file a claim or bring an action against CFA for its acts or omissions, or those of its agents; rights, if any, of CFA to change the terms of the contract; rules about CFA's right to refuse to carry; and rights of CFA and limitations concerning delay or failure to perform service, including schedule changes, substitution of alternate CFA or aircraft and rerouting.

Agreed to stopping places (which may be altered by CFA or indirect or direct air carriers in case of necessity) are those places, except the place of departure and place of destination, set forth on the face of the applicable air waybills or shown in the air carrier's timetables as scheduled stopping places for the route. Carriage to be performed by several successive air carriers is regarded as a single operation.

For air carriage to which neither the Warsaw Convention nor the Montreal Convention applies, CFA's liability limitation shall not be less than the per kilogram monetary limit set out in CFA's Terms and Conditions for Property lost, damaged or delayed, provided that any such limitation of liability in an amount less than US\$20.00 per kilogram shall not apply for air carriage to or from the United States. Except when CFA has extended credit to the Consignee without the written consent of the Shipper, the Shipper guarantees payment of all charges for the air carriage due in accordance with CFA's Terms and Conditions and related regulations, applicable laws (including national laws implementing the Warsaw Convention and the Montreal Convention), government regulations, orders and requirements. When no part of the Property is delivered, a claim with respect to such Property shall be considered even though transportation charges thereon are unpaid. For Property accepted for air carriage, the Warsaw Convention and the Montreal Convention permit Shipper to increase the limitation of liability by declaring a higher value for carriage and paying a supplemental charge if required. In air carriage to which neither the Warsaw Convention nor the Montreal Convention applies CFA shall, in accordance with the procedures set forth in its Terms and Conditions, permit Shipper to increase the limitation of liability by declaring a higher value for air carriage and paying a supplemental charge if so required.

In cases of loss of, damage or delay to part of the Property, the weight to be taken into account in determining CFA's limit of liability shall be only the weight of the package or packages

concerned. Notwithstanding any other provisions, for "foreign air transportation" as defined by the U.S. Transportation Code: in the case of loss of, damage or delay to a Property, the weight to be used in determining CFA's limit of liability shall be the weight which is used to determine the charge for carriage of such Property; and in the case of loss of, damage or delay to a part of a Property, the Property weight shall be prorated to the packages covered by the same Bill of Lading whose value is affected by the loss, damage or delay. The weight applicable in the case of loss or damage to one or more articles in a package shall be the weight of the entire package.

Any exclusion or limitation of liability applicable to CFA shall apply to CFA's agents, employees, and representatives and to any person whose aircraft or equipment is used by CFA for carriage and such person's agents, employees and representatives. CFA undertakes to complete the air carriage with reasonable dispatch. Where permitted by applicable laws, tariffs and government regulations, CFA may use alternative air carriers, aircraft or modes of transport without notice but with due regard to the interests of the Shipper. CFA is authorized by the Shipper to select the routing and all intermediate stopping places that it deems appropriate or to change or deviate from the routing shown on the air waybill. Receipt by the person entitled to delivery of the Property without complaint shall be *prima facie* evidence that the Property has been delivered in good condition and in accordance with the contract of carriage.

In the case of loss of, damage or delay to Property transported via air a written complaint must be made to CFA by the person entitled to delivery. Such complaint must be made: in the case of damage to the Property transported via air, immediately after discovery of the damage and at the latest within 14 days from the date of receipt of the Property; in the case of delay, within 21 days from the date on which the Property was placed at the disposal of the person entitled to delivery; in the case of non-delivery of the Property, within 120 days from the date of issue of the air waybill or Bill of Lading, or if an air waybill or Bill of Lading has not been issued, within 120 days from the date of receipt of the Property for air transportation by CFA. Such complaint may be made to CFA whose Bill of Lading was used, or to the first carrier or to the last the carrier or to the carrier, which performed the air carriage during which the loss, damage or delay took place. Unless a written complaint is made within the time limits specified above, no action may be brought against CFA. Any rights to damages against CFA shall be extinguished unless an action is brought within two years from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the air carriage stopped. Shipper shall comply with all applicable laws and government regulations of any country to or from which the Property may be carried, including those relating to the packing, air carriage or delivery of the Property, and shall furnish such information and attach such documents to the air waybills or Bills of Lading as may be necessary to comply with such laws and regulations. CFA is not liable to Shipper and Shipper shall indemnify CFA for loss or expense due to Shipper's failure to comply with this provision. No agent, employee or representative of CFA has authority to alter, modify or waive any provisions contained herein.

No Warranties: CFA makes no warranties, express or implied as to any Service, unless expressly so stated and agreed by CFA.

Inspection by Authorities: If by the order of the proper authorities at any point of the Storage or Carriage, the Property or a container or crate has to be opened to be inspected, CFA shall not be liable for any loss, damage or delay incurred to the Property as a result of such inspection, including the cost of opening, unstuffing, inspection or



repacking, which cost shall be recoverable by CFA from the Client as part of the Charges.

Waiver of Liability and Subrogation for Property Made Via Certain Carriers: CFA herein expressly advises against shipping Client's Freight via Federal Express, UPS, DHL and Bax Global (not including Federal Express' White Glove Services, their freighter services and other carrier's like specialized services). If Client requests the use of these carrier's services, the Client shall assume all risks of damages to its Property as a result of shipping via said entities. CFA, its employees and agents shall not be held liable for any damages or delay occurring as a result of Property via Federal Express, UPS, DHL and Bax Global. Client shall relinquish his / her / its rights and that of his / her / its insurers to subrogate against CFA for any damages resulting from services provided by Federal Express, UPS, DHL and Bax Global. Furthermore, the Client shall indemnify and hold harmless CFA from any claim or lawsuit arising from the Property of his / her / its Property via Federal Express, UPS, DHL and Bax Global, including but not limited to, any action commenced by any insurers or Third Parties.

If any court or governing body should rule that CFA cannot disclaim liability for this Service, any liability of CFA shall be limited to the lesser of the cost to repair any alleged damage or the amount of the fee paid by the Client for the Services performed by CFA.

Waiver of Liability and Subrogation for Rolling and Folding Photographs, Prints or Paintings: The Client understands the risks of damages associated with rolling and / or folding a photograph, print or painting. It is CFA's practice never to roll or fold such works of art. Notwithstanding, if Client instructs and insists that CFA roll and / or fold his / her / its work of art, the Client assumes the risks of damages to the art work. Accordingly, CFA, its employees and agents shall not be held liable for any damages occurring as a result of the rolling and unrolling or folding and unfolding process and transport of such folded or rolled art work. The Client herein relinquishes his / her / its rights and that of his / her / its insurers to subrogate against CFA for any damages resulting from rolling or folding his / her / its works of art. Furthermore, the Client shall indemnify and hold harmless CFA from any claim or lawsuit arising from the rolling and folding process, including but not limited to any action commenced by insurers or Third Parties.

If any court or governing body should rule that CFA cannot disclaim liability for this Service, any liability of CFA shall be limited to the lesser of the cost of repair any alleged damage or the amount of the fee paid by the Client for the Services performed by CFA.

Waiver of Liability and Subrogation for Re-Stretching Works of Art: The Client understands the risks of damages associated with Re-Stretching Works of Art. Notwithstanding, if Client instructs CFA to re-stretch his / her / its work of art, the Client assumes the risks of damages to the art work. Accordingly, CFA, its employees and agents shall not be held liable for any damages occurring as a result of the re-stretching process. The Client herein relinquishes his / her / its rights and that of his / her / its insurers to subrogate against CFA for any damages resulting from re-stretching his / her / its works of art. Furthermore, the Client shall indemnify and hold harmless CFA from any claim or lawsuit arising from the re-stretching process, including but not limited to any action commenced by insurers or Third Parties.

If any court or governing body should rule that CFA cannot disclaim liability for this Service, any liability of CFA shall be limited to the

lesser of the cost to repair any alleged damage or the amount of the fee paid by the Client for the Services performed by CFA.

Waiver of Liability and Subrogation for CFA's Ancillary Services such as Framing Art Work and Constructing Pedestals for Sculptures: The Client understands the risks of damages associated with framing art work and constructing pedestals for sculptures. Notwithstanding, if Client instructs to CFA to arrange for ancillary services such as framing art work and constructing pedestals for sculptures, the Client assumes the risks of damages to the art work. Accordingly, CFA, its employees and agents shall not be held liable for any damages occurring as a result of framing art work and constructing pedestals for sculptures. The Client herein relinquishes his / her / its rights and that of his / her / its insurers to subrogate against CFA for any damages resulting from framing art work and constructing pedestals for sculptures. Furthermore, the Client shall indemnify and hold harmless CFA from any claim or lawsuit arising from framing art work and constructing pedestals for sculptures, including but not limited to any action commenced by insurers or third parties.

If any court or governing body should rule that CFA cannot disclaim liability for this Service, any liability of CFA shall be limited to the lesser of the cost to repair any alleged damage or the amount of the fee paid by the Client for the Services performed by CFA.

Quotations Not Binding: Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by CFA to the Client are for informational purposes only and are subject to change without notice and shall not under any circumstances be binding upon CFA.

Third Party Beneficiary Indemnity: Except as expressly provided herein, no person other than Client and CFA shall have any right or privilege hereunder, and Client shall indemnify and hold CFA harmless for claims against CFA brought by third party privies of Client against CFA whenever such claims, arising out of loss or damage to Client's Property transported or stored hereunder exceed the limits provided above.

Indemnification for Freight Duties, etc.: In the event that a carrier, other person or any governmental agency makes a claim or institutes legal action against CFA for ocean or other freight, duties, fines, penalties, liquidated damages or other money due arising from a shipment of Property of the Client, the Client shall indemnify and hold CFA harmless for any amount CFA may be required to pay such carrier, other person or governmental agency together with reasonable expenses, including but not limited to attorneys' fees, costs, and expenses incurred by CFA in connection with defending such claim or legal action and obtaining reimbursement from the Client. The confiscation or detention of the Property by any governmental authority shall not affect or diminish the liability of the Client to CFA to pay all charges or other money due promptly on demand.

C.O.D. Shipments: Property received with Client's or other person's instructions to "Collect on Delivery" (C.O.D.) by drafts or otherwise, or to collect on any specified terms by time drafts or otherwise, are accepted by CFA only upon the express understanding that it shall exercise reasonable care regarding such instructions, and CFA shall not be responsible for any refusal by a bank or consignee to pay for Property, or for any act, omission, default, suspension, insolvency or want of care, negligence, or fault of any bank, correspondent, carrier or agent, nor for any delay in remittance lost in exchange, or loss

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during transmission, or while in the course of collection.

Customs Clearance: CFA may not be listed as a “known shipper” on any Customs documents. It is the Client’s duty to provide CFA with all information necessary to comply with all United States Customs and Border Protection regulations including but not limited to the “10+2” Importer Security Filing rules. All penalties incurred for non-compliance shall be the Client’s responsibility for payment. The Client hereby appoints CFA as its Agent to assist with customs clearance and certifies CFA as the nominal consignee for the purpose of retaining a licensed customs broker to perform customs clearance. In some instances, local authorities may require additional documentation confirming CFA’s appointment. It is the Client’s responsibility to provide proper documentation and conformation where required. The Client is responsible for and warrants compliance with all applicable laws, rules and regulations, including but not limited to customs laws; import, export, and re-export laws; and governmental regulations of any country to, from, through, or over which the Client’s Property may be carried. The Client shall furnish such information to CFA as necessary to comply with such laws, rules and regulations. CFA assumes no liability to the Client or any other person or party for any losses or expenses due to the Client’s failure to comply with this provision. The Client is responsible for all charges, including transportation charges, duties, customs assessments, governmental penalties and fines, taxes, and CFA’s attorneys’ fees and legal costs related to the Property.

Export Control: Client authorizes CFA to act as Forwarding Agent for Client for export control and customs purposes. Client hereby certifies that all statements and information provided to CFA relating to exportation are true and correct. Furthermore, Client understands that civil and criminal penalties, including forfeiture and sale, may be imposed for making false or fraudulent statements; for violation of any United States Laws on exportation, including but not limited to 13 USC Sec. 305, 22 USC Sec. 401, 18 USC Sec 1001, and 50 USC App. 2410; or for the violation of export laws of other countries.

Letter of Instruction: If Client does not complete all of the documents required for carriage or if the documents submitted by Client are not appropriate for the services or destination requested, Client hereby instructs CFA, where permitted by law, to complete, correct, or replace the documents for the Client at the Client’s expense. However, CFA is not obligated to do so and CFA is not liable to Client or any other person for CFA’s actions on Client’s behalf under this Paragraph.

General Lien on any Property: CFA shall have a general and continuing lien on any and all Property (and documents relating thereto) of the Client, either in its actual or constructive possession, custody or control or en route, for all claims for monies owed to CFA, including without limitation charges, expenses or advances incurred by CFA, in connection with any Property of the Client, including prior Property. CFA shall provide written notice to Client of its intent to exercise such lien, the exact amount of monies due and owing, as well as any ongoing storage or other charges; Client shall notify all Parties having an interest in its Property of CFA’s rights and/or the exercise of such lien. Unless, within thirty (30) days after receiving the notice of lien, Client posts cash or a letter of credit at sight, or, if the amount due is in dispute, an acceptable bond equal to 110 percent of the value of the total amount due, in favor of CFA, guaranteeing payment of the monies owed, plus all storage charges accrued or to be accrued, CFA may sell at public or private sale, in accordance with governing law the Property, wares and/or merchandise, or so much thereof as may be necessary to satisfy such

lien, and apply the net proceeds of such sale to the payment of the monies owed to CFA. Any surplus from such sale shall be transmitted to the Client, and the Client shall be liable for any deficiency in the sale.

CFA has No Responsibility for Governmental Requirements: It is the responsibility of the Client to know and comply with the requirements, laws and regulations of any Federal, State and/or local agencies pertaining in any way to the merchandise, including, but not limited to, regulations, laws, and requirements pertaining to marking, classification, licensing, transporting hazardous materials, export controls, and any other transporting, importing, or exporting requirements. CFA shall not be responsible for action taken or fines or penalties assessed by any governmental agency against the Property because of the failure of the Client to comply with the law or the requirements or regulations of any governmental agency or with a notification issued to the Client by any such agency.

Indemnity against Liability Arising from the Importation of Merchandise: The Client shall indemnify and hold CFA harmless from any claims and/or liability arising from the importation of merchandise and/or any conduct of the Client which violates any Federal, state and/or other laws or regulations and indemnify and hold CFA harmless against any and all liability, loss, damages, costs, claims and/or expenses, including but not limited to reasonable attorney’s fees, costs and expenses which CFA may hereafter incur, suffer or be required to pay by reason of such claims and/or liability. In the event that any such action, suit or proceeding is brought against CFA, CFA shall give notice in writing to the Client by mail at its address on file with CFA. Upon receipt of such notice, the Client at its own expense, and, at CFA’s discretion, in cooperation with CFA’s designated counsel, shall defend against such action and take all steps as may be necessary or proper to prevent the obtaining of a judgment and/or order against CFA.

No Duty To Maintain Records For Client: Client acknowledges that pursuant to Sections 508 and 509 of the Tariff Act, as amended, (19 U.S.C. sections 1508 and 1509) that it has the duty and is solely liable for maintaining all records required under the Customs and/or other Laws and Regulations of the United States; unless otherwise agreed to in writing, CFA shall only keep such records that it is required to maintain by Statute and/or Regulations, but not as a “Record Keeper” or “Record-Keeping Agent” for Client.

Obtaining Binding Rulings, Filing Protests, etc.: Unless requested by Client in writing and agreed to by CFA in writing, CFA shall be under no obligation to undertake any pre- or post-Customs release action, including, but not limited to, obtaining binding rulings, advising of liquidations, filing of petitions and/or protests.

CFA Condition Reports: The Client understands that CFA does not employ fine art conservators and that CFA’s art handlers shall, during the normal course of their business as warehousemen and motor carriers, issue a condition report for the purposes of noting damages visible to the naked and untrained eye. Said condition report is made without prejudice and is not binding on CFA. Should the Client file a claim or lawsuit against CFA for any reason, CFA reserves its right to retain a fine art conservator or appraiser to inspect the Client’s Property.

Default and Remedy: Pursuant to NY CLS UCC §§ 7-209 and 7-210 and New York State Lien Law §182 (or alternatively, New Jersey Uniform Commercial Code and N.J. Stat. § 12A:7-209 and § 12A:7-210 if the Property are stored in CFA’s New Jersey

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Warehouse) CFA shall have a lien on all Property of Client held at the Warehouse for charges or any other charges past due or due in the future, and for all expenses necessary and reasonably incurred for the protection of any monies due to CFA. This lien is superior to any other lien or security interest and goes into effect as of the date the Property are brought to the Warehouse. CFA claims a lien on the Property covered by the applicable warehouse receipt(s), and a lien on all Property, concurrently, or later received by CFA for the account of the Client or of any other persons and organization having an interest in the Property covered by the applicable Warehouse Receipt(s), for all charges for storage or transportation (including demurrage and terminal charges), insurance, labor or other charges present or future in relation to the Property covered by the applicable Warehouse Receipt(s), and for expenses necessary for the preservation of such Property or reasonably incurred in its sale. CFA also reserves a security interest in all Property above noted (i) for all charges enumerated in the preceding paragraphs which have been incurred since the original date of arrival of said Property as indicated hereon, to the extent that said charges are not secured by a valid lien, and (ii) for advances made, interest thereon and liabilities incurred as indicated herein. When any amounts, for which CFA has reserved a security interest, have remained due and unpaid for 90 days, the Client shall be deemed to be in default so as to authorize CFA to dispose of the Property, at its option, in the enforcement of the said security interest. All Property subject to the lien or to the security interest, and all Property, the removal of which has been required, may be disposed of in any manner and by any procedure then authorized by the laws of the State in which the Property is stored by CFA.

CFA has this lien in full force and effect should Client cause any of the following to occur: failure to pay charges; failure to pay any other charges; abandonment; failure to execute a vacate/release form; or failure to comply with any term or condition contained herein or any of CFA's Rules and Regulations.

If the Client should be in default of any provisions hereof, or fail to pay any charges when due, CFA has, in addition to all other rights and remedies, as provided by law, at CFA's option or if CFA after giving ten (10) days written notice to the Client (which notice shall be deemed to be given by CFA by mailing same, postage prepaid, at the last known address of the Client) may at his option take any of the following acts:

- (a) Make any demand or give any notice as may be required by law. Should Client fail to comply with such demand or notice within the time required by law if any, CFA may terminate all agreements with Client.
- (b) CFA shall have the right to refuse access to the space to Client or any other person.
- (c) CFA shall have the right to overlock and/or remove the Client's lock on the door of the space (if applicable). However, there is no requirement that CFA give any notice in order to avail this self-help measure which the Client agrees is valid and reasonable.
- (d) CFA shall have the right, but not the duty, to inventory such Property and charge the Client for the reasonable cost of such inventory.
- (e) CFA shall have the right to dispose of or sell the Property contained in the space to any person by public or private sale in block or in parcels, at any time or place, and on any terms which are

commercially reasonable, pursuant to Section 182 of the New York State Lien Law and Sections 7-209 and 7-210 of the U.C.C. (or alternatively, New Jersey Uniform Commercial Code and N.J. Stat. § 12A:7-209 and § 12A:7-210 if the Property are stored in CFA's New Jersey Warehouse) CFA shall apply the proceeds of such a sale only to the Client's indebtedness to CFA and shall hold any proceeds over and above, if any, the amount owed by the Client to CFA in account for the benefit of the Client. Upon written demand, the excess, if any, shall be returned to the Client without interest. CFA shall hold such proceeds for a period not to exceed two years, and it is specifically understood that the proceeds of such sale shall first pay for the costs of sale and subsequent to the costs of sale, the payment of any charges or any other charges.

The Client shall pay all costs and expenses, including reasonable attorneys' fees, reasonable service charges and processing charges of CFA, in enforcing any action or any term contained herein.

Tender for Storage and Handling: Each tender of Client's Property to CFA's Warehouse constitutes a separate tender and CFA may reject subsequent tenders of Property whether identical or not. CFA may also reject any tender of Property which does not conform to all terms (including quantity and description) of the quotation issued by CFA. All Property shall be delivered to CFA's Warehouse properly marked and packed for handling and storage. Unless arranged for in advance by the Client, the Property may be placed in general storage at CFA's discretion without regard for temperature or humidity conditions and without responsibility for freezable Property. The Client shall furnish prior to delivery to the Warehouse a manifest showing marks, brands, or sizes of the Packages to be kept and accounted for separately and the class of storage desired. Delivery of any or all of a package of Property shall be made without subsequent sorting except by special arrangement subject to a charge. Unless the Client shall otherwise specify in advance of receipt by CFA, the Property may be stored in bulk or assorted packages at the discretion of CFA. The contents of the packages, containers or the Property referred to on the face of the Warehouse Receipt or Bill of Lading will not be inspected by CFA for condition, form, color, or for concealed loss, damage or leakage. CFA undertakes to handle, store, and deliver Property only in the packages in which the Property was originally received. When deterioration or failure of containers or packages requires, CFA at its discretion may repackage the contents and charge Client for labor and materials. CFA accepts no responsibility for such repair or replacement.

Handling and Handling Charges: (a) Unless otherwise specified in writing on the face of the Bill(s) of Lading or Warehouse Receipt(s), CFA undertakes to handle Property using its customary methods and equipment which are subject to change at its discretion.

(b) The handling charge covers the ordinary labor involved in receiving Property at Warehouse door, placing Property in storage, and returning Property to the Warehouse door. Handling charges are due and payable on receipt of Property.

(c) Unless otherwise agreed, labor for unloading and loading Property will be subject to a charge. Additional expenses incurred by CFA in receiving and handling damaged Property, and additional expense in unloading from or loading into cars or other vehicles not at the Warehouse door will be charged to the Client. Property handled other than during regular business hours shall be subject to an additional charge.

(d) Labor and materials used in loading or unloading motor vehicles are chargeable to the Client.

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(e) When Property are ordered out in quantities less than in which received, CFA may make an additional charge for each order or each item of an order.

(f) CFA shall not be liable for any demurrage, accruing on account of barges, railroad cars or motor trucks held for unloading or loading unless CFA has failed to exercise reasonable care.

Storage Period and Charges:

(a) All charges for storage are per package or other agreed unit per month.

(b) Storage charges become applicable upon the date that CFA accepts care, custody and control of the Property, regardless of unloading date or date of issue of the Warehouse Receipt(s).

(c) Except as provided in paragraph (d) of this section, a full month's storage charge will apply to all Property received between the first and the 15th, inclusive, of a calendar month; one-half month's storage charge will apply to all Property received between the 16th and last day, inclusive, of a calendar month, and a full month's storage charge will apply to all Property in storage on the first day of the next and succeeding calendar months. All storage charges are due and payable on the first day of storage for the initial month and thereafter in advance on the first day of each calendar month.

(d) When mutually agreed by CFA and the Client, a storage month shall extend from a date in one calendar month to, but not including, the same date of the next and all succeeding months. All storage charges are due and payable on the first day of the storage month.

Rates: The Client shall pay charges pursuant to CFA's current rates (per CFA's effective Rate Sheet (available upon request)). The Client shall remit charges in advance for the month. Invoices may be sent to the Client; however, the Client agrees that all charges shall be paid on time without request or demand by CFA. The charges are due on the first day of each calendar month. The monthly charges shall increase by 6% per annum from the commencement date. (Rounded to the nearest penny.) Rates for handling and storage are quoted subject to change at any time by written notice from CFA to the Client. Such changes are to be effective at the end of the month next succeeding the month in which notice is mailed by CFA.

Release of Property: Unless the Client is in default of its payment obligations hereunder, CFA shall release any or all of the Property in storage and in accordance with written instructions from the Client. The Client shall give CFA at least twenty-four hours written or facsimile notice of each delivery or removal of Property. Any delivery or removal of Property at a time other than during CFA's regular business hours (*i.e.* 9 a.m. to 12 p.m. and 1 p.m. to 5 p.m. on Monday through Friday) shall be subject to an additional charge at CFA's then standard rates.

Necessity to Execute a Release / Abandonment of Stored Property:

The Client shall execute a vacate release form prior to vacating the storage room. The Client further understands that having prior knowledge of the termination of the agreement between the Parties is of paramount importance to CFA. In the event the Client completely vacates a room and fails to maintain a lock on said room, the room shall be deemed abandoned. These actions shall constitute a voluntary termination. The Client further understands that by its abandonment it shall remain responsible for all charges until said room is re-rented. CFA shall utilize its best efforts to re-rent the room

upon discovery of the abandonment. However, the Client shall nonetheless remain responsible for all charges that accrue until said room is re-rented to another client.

Transfer, Termination of Storage, Removal of Property:

(a) Instructions to transfer Property on the books of CFA are not effective until delivered to and accepted by CFA, and all charges up to the time transfer is made are chargeable to the Client. If a transfer involves rehandling of the Property, such will be subject to a charge. When Property in storage are transferred from one party to another through issuance of a new Warehouse Receipt, a new storage date is established on the date of transfer.

(b) CFA reserves the right to move, at its expense, 14 days after notice is sent by certified or registered mail to the Client any Property in storage from the facility in which they may be stored to any other of CFA's facilities; but if such Client takes delivery of his Property in lieu of transfer, no storage charge shall be made for the current storage month. CFA may, without notice, move Property within the facility in which they are stored.

(c) CFA may, upon written notice to the Client and any other person known by CFA to claim an interest in the Property, require the removal of any Property by the end of the next succeeding storage month. Such notice shall be given to the last known place of business or abode of the person to be notified. If Property are not removed before the end of the next succeeding storage month, CFA may sell them in accordance with applicable law.

(d) If CFA in good faith believes that the Property are about to deteriorate or decline in value to less than the amount of CFA's lien before the end of the next succeeding storage month, CFA may specify in the notification any reasonable shorter time for removal of the Property and in case the Property are not removed, may sell them at public sale held one week after a single advertisement or posting as provided by law.

(e) If, as a result of a quality or condition of the Property of which CFA had no notice at the time of deposit, the Property are a hazard to other Property or to the facility or to persons, CFA may sell the Property at public or private sale without advertisement on reasonable notification to all persons known to claim an interest in the Property. If CFA after a reasonable effort is unable to sell the Property CFA may dispose of them in any lawful manner and shall incur no liability by reason of such disposition. Pending such disposition, sale or return of the Property, CFA may remove the Property from the facility and shall incur no liability by reason of such removal.

Delivery Requirements:

(a) No Property shall be delivered or transferred except upon receipt by CFA of complete written instructions properly signed by the Client, provided, however, that Property may be delivered upon instructions by telephone in accordance with a prior written authorization, but CFA shall not be responsible for loss or error occasioned thereby.

(b) When Property are ordered out a reasonable time shall be given CFA to carry out instructions, and CFA is unable because of acts of God, war, public enemies, seizure under legal process, strikes, lockouts, riots and civil commotion, or any reason beyond CFA's reasonable control, or because of loss or destruction of Property for which CFA is not liable, or because of any other excuse provided by law, CFA shall not be liable for failure to carry out such instructions

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and Property remaining in storage will continue to be subject to regular storage charges.

Extra Services:

(a) Warehouse labor required for services other than ordinary handling and storage will be charged to the Client.

(b) Special services requested by Client including but not limited to: compiling of special stock statements; reporting marked weights, serial numbers or other data from packages; physical check of Property; and handling transit billing will be subject to a charge.

(c) Dunnage, bracing, packing materials or other special supplies, may be provided for the Client at a charge in addition to CFA's cost.

(d) By prior arrangement, Property may be received or delivered during other than usual business hours, subject to a charge.

Deposit: The Client shall pay, as part of its first rental invoice, a charge for the first month storage fee, plus a deposit to be determined at the time of the estimate.

Receipt of Property: CFA shall be acting as the Client's designated Agent for all items received into the Client's storage account.

Minimum Charges and Late Charges:

(a) A minimum handling charge per package and a minimum storage charge per package per month will be made. When a Warehouse Receipt covers more than one package or when a package is in assortment, a minimum charge per mark, brand, or variety will be made.

(b) A minimum monthly charge to one account for storage and/or handling will be made. This charge will apply also to each account when one customer has several accounts, each requiring separate records and billing.

(c) If Client's charges are not paid on or before the 10th day of the monthly due date, CFA shall incur additional administrative expenses and, therefore, Client agrees to pay interest of 1.5% of the monthly charge for any calendar month for each month as to which payment is delinquent, and additional interest for all sums due and owing thereafter, until all amounts due have been paid. It is further understood and agreed that the Client shall pay a charge of \$50.00 for any dishonored check, whether same is issued on a closed account or insufficient or uncollected funds. CFA reserves the right to refuse payment by check at any time.

(d) If Services are ordered by Client and subsequently cancelled, Client agrees to pay any charges incurred by CFA in preparation for the services including but not limited to, return of any ordered or dispatched vehicles, materials and personnel. In addition, cancellations with fewer than 2 full business days notice will incur an administrative cancellation charge of \$125.

Restrictive Covenant

Client agrees to refrain from directly or indirectly soliciting CFA's employees to work for them as employees or contractors while they are working for CFA or for a period of two (2) years after they voluntarily or involuntarily leave CFA's employment. In the event this covenant is violated, the Client shall then pay CFA compensatory damages for loss of each valuable, trained employee, one year's earnings per coveted employee.

Severability: In the event any paragraph(s) and/or portion(s) hereof are found to be invalid and/or unenforceable, the remainder hereof shall remain in full force and effect.

Waiver of Jury Trials, Counterclaims and Subrogation: In any action or proceeding brought by one party as and against the other, the Client specifically waives his/her right to a jury trial and agrees not to interpose any counterclaim on any action commenced by CFA. All insurance policies covering the Property that the Client has or shall procure on its own behalf shall specifically contain a waiver of subrogation as and against CFA.

Governing Law; Consent to Jurisdiction and Venue: These Terms and Conditions of service and the relationship of CFA and Client shall be construed according to the laws of the State of New York, (or New Jersey for items involving CFA's New Jersey Warehouse Receipt) without regard to its choice of law rule. Client and CFA (a) irrevocably consent to the jurisdiction of the United States District Court for the Southern District of New York and State Courts of the State of New York, (or the United States District Court of New Jersey and the State Courts of New Jersey for items involving CFA's New Jersey Warehouse Receipt) and (b) agree that any action relating to the services performed by CFA, shall be brought only in said courts.