

General Terms and Conditions concerning Art Mobull BVBA / SPRL

Preamble

These General Terms and Conditions were drawn up in the light of the customs and practices for the shipping, transportation and handling of art and antiques, exhibits, collections and similar items (hereinafter referred to as: art objects).

It is expressly brought to your attention that these General Terms and Conditions contain exemptions from and limitations of liability. Your attention is also drawn to the possibility for the client to agree higher liability limits and to insure the art objects.

1. Area of Application

- 1.1 The General Terms and Conditions apply to all tasks executed by Mobull, even if the Principal is a private consumer. Application of the general terms and conditions of the Principal is expressly excluded. Deviations may only be agreed in writing.
- 1.2 The General Terms and Conditions also apply to the future tasks of the Principal, even if these are not expressly agreed again.
- 1.3 The General Terms and Conditions apply to all work, of any kind, which relates to the handling of art objects, regardless whether it involves shipping, transportation, warehousing or other activities relating to art objects. This includes, amongst others, agreements concerning the putting up or taking down of art objects, the assembly or disassembly of art objects, the packing, loading, stowing, transportation, off-loading and storage of art objects, the collection of cash on delivery, the conducting of customs procedures, courier services or mediation in travel contracts, even if these agreements are concluded in the form of separate contracts.
- 1.4 No objects, which constitute a risk to other goods, the environment or persons may be offered or handed over to Mobull without prior written permission. This includes, amongst others, all objects, which are hazardous goods in the sense of transport legislation (ADR, ADNR, RID, etc.). If such objects are nevertheless offered, the Principal is objectively liable for all damage caused by them, even if no fault can be attributed to him.
- 1.5 The Principal undertakes to specify in his contracts with his own contracting parties, such as the receiver or the owner of the art objects that Mobull shall be able to invoke its General Terms and Conditions for Art vis-à-vis these contracting parties.

2. Information concerning the art objects

- 2.1 When concluding the agreement the Principal must inform Mobull, in writing, of the markings and references, the quantity and type and contents of the packages, the dimensions, weights and characteristics of the art objects, the actual value of these art objects, the collection and delivery addresses, and the available space at these addresses.
- 2.2 The Principal is objectively liable for all damage caused by incorrect or incomplete information, even if no fault is attributable to him, unless the correct information was generally known at the time of concluding the contract.

3. Liability

- 3.1 Mobull is only liable for damage attributable to a proven erroneous shortcoming in the fulfilment of its contractual obligations. Only the following are to be regarded as damage:
 - material damage, i.e. loss of or damage to the art object forming the subject of the contract;
 - consequential loss, i.e. economic loss resulting from the material damage;
 - pure consequential loss, i.e. economic loss resulting from an erroneous shortcoming of Mobull in the fulfilment of its contractual obligations, without material damage.

- 3.2 If the art objects are to be transported and this transportation is governed by compulsory regulations, the liability of Mobull is limited to the liability existing under the applicable compulsory regulations.

4. Exoneration of Liability

Irrespective of the legal grounds forming the basis of the claim, Mobull bears no liability, if the damage is attributable to instructions from the Principal or from another party entitled to give instructions, or is attributable to circumstances, which were unavoidable despite reasonable care.

5. Limitation of Liability.

If no compulsory stipulations apply (see 3.2), and without prejudice to Article 5.8, any possible liability of Mobull is limited as specified below, and this irrespective of the legal grounds, forming the basis of the claim.

- 5.1 If Mobull calls upon a third party to execute its contractual obligations, it may accept the general terms and conditions of this third party. If damage is caused by this third party, Mobull's liability shall be limited to the liability of the third party, as this exists under the latter's general terms and conditions.
- 5.2 Liability for material damage is limited to 8.33 Special Drawing Rights (SDRs) per kilogram of the gross weight of the art objects damaged or lost, or 1,100.00 EUR per cubic metre of the art objects damaged or lost, whichever is higher.
- 5.3 In the event of delay in delivery Mobull's liability shall be limited to the proven damage caused by the delay, without ever exceeding the price owed to Mobull under the contract. Under no circumstances shall further compensation be due. A delay exists when the goods are not delivered within the agreed period, or, if no period was agreed, if the goods are not delivered within a reasonable period, taking all of the circumstances into account.
- 5.4 If the art objects forming the subject of the contract are delivered to the receiver without collection of the cash on delivery foreseen in the contract, Mobull is liable for the damaged caused by this, but only to the extent of the sum owed as cash on delivery.
- 5.5 For pure economic loss other than that mentioned in Article 5.3 or 5.4, Mobull's liability is limited to the price owed under the contract.
- 5.6 Irrespective of the legal ground invoked, Mobull's liability can never exceed the value of the damaged or lost art object as indicated by the Principal.
- 5.7 In exchange for an agreed surcharge, the Principal can insert higher limits in the agreement than those mentioned in Articles 5.1 to 5.6 of the General Terms and Conditions, and this for either material damage, consequential loss or pure consequential loss.
Mobull does not take out insurance for art objects entrusted to it, unless the Principal expressly instructs it to do so, and pays the premium due. The Principal must indicate the risks to be insured and the value to be insured.
- 5.8 The exemptions from and limitations of liability provided for in Articles 4 and 5 of these General Terms and Conditions apply to any claim against Mobull relating to the art objects forming the subject of the task, irrespective of the legal grounds forming the basis of this. The exemptions and limitations of liability may also be invoked by the employees and agents of Mobull, and by the persons for whose actions Mobull may be held liable, except if they have caused the damage by deliberate or gross negligence. The limitations of liability can not be invoked either when the damage has been caused by deliberate or grossly negligent shortcomings in the essential contractual obligations. The burden of proving deliberate or gross negligence lies with the claimant.
- 5.9 The Principal shall indemnify and hold harmless Mobull against all third-party claims instituted against Mobull, due to the failure of the Principal to fulfil his contractual obligations.

6. Delivery and Reservations

- 6.1 Unless agreed otherwise in writing, the art objects may be lawfully delivered to any adult person present at the premises of the receiver or in the contractually agreed place of delivery, who is a member of the family or the company.

- 6.2 If the art objects are visibly damaged on delivery, the receiver must enter a reservation to this effect on the delivery document to be signed by both parties, and describe the damage or loss in as much detail as possible. Notice of non-apparent damage must be given by the receiver as quickly as possible and at latest within seven days of delivery. The claiming party bears the burden of proving timely and valid protest.

7. Payment, Off-Setting of Debt, Limitation.

- 7.1 Invoices are payable in cash at the registered office of Mobull. Each sum not paid in full on the due date shall, lawfully and without notice of default, incur interest equal to 10% per annum, plus a fixed sum of compensation amounting to 15% of the outstanding sums, with a minimum of 250,00 EUR. Mobull is always entitled to demonstrate greater damage and claim compensation for this.

- 7.2 Freight, damages, duties, taxes and other similar expenses, which Mobull must pay, e.g. as the person entitled to dispose of the objects or as the possessor of the art objects, must be reimbursed by the Principal to Mobull at first request.

- 7.3 Claims by Mobull under the agreement or corresponding extra contractual claims can only be set off against certain, established and enforceable claims of the Principal, which are not subject to any dispute.

- 7.4 Mobull has a lien on, and a right to retain the goods and values entrusted to it as security for all claims due and non-due it may have against the Principal under the present contract or under any other contract. This lien and right of retention extends to the transportation documents and other documents relating to the goods.

- 7.5 All claims against Mobull, irrespective of underlying legal grounds, shall be time barred after one year. The period of limitation commences at the time the Principal learns of the damage, or at the time of delivery of the art objects, whichever comes first. If the art objects are not delivered, the period of limitation commences from the time at which the objects should have been delivered.

8. Applicable Law, Jurisdiction, Final Stipulations.

- 8.1 The present agreement and all corresponding legal relationships between Mobull, the Principal and the claimant are exclusively governed by Belgian Law.

- 8.2 Except when the Principal is a consumer, the Justice of the Peace of Zaventem and the courts of Brussels are exclusively competent in the event of dispute.

- 8.3 If a stipulation of these General Terms and Conditions or of other contracts or conditions between parties is or becomes null and void, the other stipulations remain in force and are unaffected.

DECLARATION OF THE PRINCIPAL:

I confirm that I have received the General Terms and Conditions for Art, that I have familiarised myself with them, and that I accept them.

Signature: _____

Date:

Place:

Client Number:

Name of Client: