

These General Terms and Conditions - Fine Art ("General Terms") are applicable to the forwarding, transport and handling of art and antiques, design items, objects shown in exhibitions, collections and related objects of that kind (each an "Artwork" and collectively "Artworks") by the relevant G4S International Logistics company specified in the applicable order or quotation ("G4Si") on behalf of the person or entity specified in the order or quotation (the "Client").

In these General Terms, an Artwork shall be deemed to be "in the custody of G4Si" during the period: (i) commencing at the point stipulated in the order or quotation, or in the event that there is no such stipulation, when the Artwork has been physically received by an authorized representative of G4Si for the purpose of performing the services to which these General Terms relate and G4Si has given written acknowledgement of receipt; and (ii) ending at the point stipulated in the order or quotation, or in the absence of such a stipulation when the Artwork has been delivered to the consignee thereof designated by the Client or, in the event of non-delivery, when the Artwork has been returned to the Client.

1. Scope of application

These General Terms shall apply to all services provided by G4Si in connection with the handling of Artworks, irrespective of whether they concern forwarding, freight, storage or other activities that usually are associated with the art business. The services, which shall be specified in the applicable order or quotation, may include, for example, hanging up and taking down pictures, installing and dismantling other Artworks, wrapping, loading, stowing, transport, unloading and storing Artworks, for levying amounts to be collected on delivery, for customs clearance or for courier services. Unless agreed otherwise by G4Si and the Client in writing, these General Terms shall be incorporated into any agreement by G4Si to perform such services for the Client including any order or quotation.

2. Information supplied by the Client

The Client shall inform G4Si in writing at the time of the order about addresses, numbers, amount, kind and content of the Artworks, size, weight, characteristics and the fair market value of the Artworks to be handled as well as the available space and facilities at the place of collection and delivery and shall promptly provide G4Si with any further information required by G4Si to comply with applicable laws.

3. Liability

Subject always to the provisions of Clause 4, G4Si shall be liable for loss of or damage to Artworks which occurs whilst the Artworks are in the custody of G4Si, provided that the liability of G4Si for such loss or damage, whether in contract, tort (including negligence), indemnity, breach of statutory duty or otherwise, shall be limited as follows:

- (i) for loss or damage occurring during the course of transportation of Artworks by road, aircraft, railway, inland cargo ship or ocean shipping and in respect of which the liability of G4Si for loss or damage during the time of transportation concerned is governed by one or more conventions such as CMR, Montreal Convention, Warsaw Convention, CIM, CMNI, Hague Visby Rules, to the extent that any such convention is mandatory under applicable law and prohibits G4Si from limiting or excluding its liability for such loss or damage, the liability of G4Si shall be as specified pursuant to such applicable conventions provided that the liability of G4Si shall in no event exceed the liability of G4Si pursuant to such applicable conventions;
- (ii) for all other loss or damage, the liability of G4Si shall in no event exceed the lesser of:
 - (a) US\$1,000 (one thousand US Dollars) per Artwork; and
 - (b) the value of the Artwork as declared by the Client to G4Si in the order or quotation, provided that such liability under Clause 3(ii) (a) or (b) shall be further limited to loss or damage resulting from the negligence or default of G4Si, its employees or authorized representatives.

The liability of G4Si under this Clause 3 shall be G4Si's sole and exclusive liability to the Client in respect of any loss of or damage to Artworks and the Client will have no other claim against G4S of any kind in respect of such loss or damage, whether in contract, tort (including negligence), indemnity, breach of statutory duty or otherwise.

4. Exclusions and limitations of liability

4.1 Any liability of G4Si whether in contract, tort (including negligence), indemnity, breach of statutory duty or otherwise, other than the liability set out in Clause 3, shall not exceed G4Si's aggregate annual charges to the Client for all services provided subject to these General Terms in the period of 12 months prior the relevant claim arising (such limit to be calculated on a pro rata basis where 12 months have not expired since the commencement of provision of such services) in respect of all claims arising in such 12 month period.

4.2 Notwithstanding anything else contained in these General Terms, or the contract of which they form part, G4Si shall have no liability whether in contract, tort (including negligence), indemnity, breach of statutory duty or otherwise for:

- (i) any consequential, special or indirect loss or damages; business interruption; delay, deterioration or loss of market; loss of production; loss of profit; loss of revenue; loss of contract; loss of or damage to goodwill; financial charges or interest; or
- (ii) any loss of or damage to Artworks which is directly or indirectly caused by or results from:
 - (a) act or default of the Client, its employees, officers, agents or representatives, including failure to comply in all respects with any laws of any local, national or supranational public authority within whose jurisdiction the Artworks may be;
 - (b) any debt of the Client, failure on the part of the Client to pay customs duties, failure on the part of the Client to provide bond or security, or any financial cause on the Client's part whether under court order or otherwise;
 - (c) compliance by G4Si, its employees, subcontractors or other authorized representatives with any instructions given by the Client or its authorized representatives (other than the agreed information in the order or quotation);
 - (d) action taken by any government or public authority in hindering, seizure, destruction, confiscation, requisition, or nationalization under quarantine or customs regulations or by order of any government or public authority;
 - (e) risks of contraband or illegal transportation or trade including, without limitation, under the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES);
 - (f) warping or shrinkage;
 - (g) any loss to property on exhibition at a fairground, or at the premises of a national or international exposition;
 - (h) electrical or mechanical fault or breakdown;
 - (i) ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
 - (j) radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
 - (k) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
 - (l) radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter unless it is a radioactive isotope (other than nuclear fuel) being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;
 - (m) chemical, biological or electromagnetic weapons used in connection with an act of terrorism;
 - (n) natural aging, gradual deterioration, inherent defect, rust or oxidation, moth or vermin;
 - (o) any repairing, restoring, retouching or similar process;
 - (p) aridity, humidity, exposure to light or extremes of temperature unless such loss or damage is caused by fire, lightning, explosion, storm, flood or earthquake;
 - (q) acts of terrorism (meaning an act, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear);
 - (r) war risks (meaning destruction or physical damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power); or
 - (s) cyber risks (meaning loss of, damage to, or unauthorised disclosure of, Electronic Data. "Electronic Data" shall mean facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment including programmes, software, and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment).

4.3 G4Si shall have no liability whether in contract, tort (including negligence), indemnity, breach of statutory duty or otherwise for loss of or damage to Artworks where G4Si receives the Artwork in a sealed package and G4Si has no reasonable opportunity to verify the contents of such package.

4.4 None of G4Si's affiliates or parent or subsidiary undertakings and none of the officers, agents, representatives, directors and employees of G4Si and G4Si's affiliates or parent or subsidiary undertakings shall be liable in contract, tort (including negligence), indemnity, breach of statutory duty or otherwise for any loss or damage sustained in connection with the contract between G4Si and the Client of which these General Terms form part, by virtue of their relationship with G4Si or the performance of or failure to perform any of the services contemplated hereunder.

4.5 The Client shall hold G4Si harmless in relation to any third party claims or any fines or penalties brought against G4Si to the extent that such claims, fines or penalties are based on any act or omission alleged to breach any contractual obligations of the Client towards a third party or any breach of applicable laws by the Client.

4.6 G4Si shall not be liable for non-performance or delay due to circumstances beyond its reasonable control. G4Si shall promptly notify the Client when such circumstances cause a delay or failure in performance and when they cease to do so. In such circumstances, G4Si may store the Artworks at the Client's cost or return the Artworks to the Customer without any liability to the Customer save under Clause 3. G4Si does not warrant or guarantee any pickup or delivery times and such times are approximations or estimates.

4.7 For the avoidance of doubt, nothing in these General Terms constitutes an agreement for higher limits of liability as defined under Article 25 of the Montreal Convention.

4.8 G4Si shall not be liable for any loss or damage to Artworks to the extent caused by the failure of the Client to provide correct or complete information.

4.9 Nothing in these General Terms shall exclude or limit: (i) the liability of G4Si for fraud, fraudulent misrepresentation or for death or personal injury caused by negligence; or (ii) liability which cannot be excluded or limited pursuant to applicable law.

4.10 The Client accepts these General Terms including the limitations of liability herein on the understanding that the Client shall be responsible for insuring the Artworks at all times. If the Client wishes G4Si to insure the Artworks, G4Si may offer to provide such a service in which case the provisions of these General Terms shall not apply and such service shall be subject to G4Si's "Terms and Conditions - Fine Art (Insured Terms)", the terms of which are available on request. For the avoidance of doubt these General Terms shall apply to all orders and quotations save in respect of orders and quotations in respect of which it is expressly agreed between the Client and G4S that the "Terms and Conditions - Fine Art (Insured Terms)" apply.

5. Delivery, complaints and claims

5.1 Unless otherwise agreed in writing, the Artworks shall be deemed to have been delivered by handing over the Artworks to an adult person (or a person who appears to be of legal age) present at the premises of the Client or the consignee designated by the Client or other agreed premises, unless G4Si should have reason to believe that said person is not authorized to take receipt of the Artworks.

5.2 In the event of externally visible damage to the Artworks or the volume or amount is not correct, the person taking receipt of the Artworks on behalf of the Client or consignee shall indicate this accordingly on the freight documents.

5.3 As a condition precedent to recovery, the Client must notify G4Si in writing of any claim for loss or damage to Artworks within ten (10) days after delivery and, unless such notice shall have been given, any such claim shall be deemed to have been waived. To the extent not in conflict with applicable laws, no action, suit or other proceeding to recover for any such loss or damage shall be maintained against G4Si unless written notice shall have been given to G4Si as aforesaid and unless such action, suit or proceeding shall have been commenced within nine months of delivery. Within thirty days after giving of written notice of any claim for loss or damage, the Client shall furnish G4Si detailed written proof of loss or damage specifying date of shipment, name and address of consignee and consignor, and notice and description of the Artworks and the loss or damage alleged. The Client agrees to cooperate with and assist G4Si or its insurer in the investigation and recovery of such loss or damage. Upon payment in respect of a loss or damage hereunder, G4Si or its insurance company shall be subrogated to all the Client's rights and remedies of recovery therefor.

6. Payment

6.1 The Client shall pay G4Si invoices within the period stipulated in the order or quotation or, if no such period is stipulated, no later than 30 days from the date of the invoice. In respect of invoices not paid in full by the due date, Client agrees to pay interest of one and one-half percent (1.5%) per month of the amount unpaid and G4Si's costs of collection including reasonable legal fees and costs. Unless otherwise stated, prices quoted do not include any sales tax, use, excise, value-added, property or other such taxes or duties that may be levied on the transaction by local, provincial, national or federal governments or public authorities. Any such taxes or duties which G4Si is required to collect from the Client will be added to the invoice or billed separately.

6.2 Upon request, the Client shall immediately hold G4Si harmless against all freight charges, general average deposits, tariffs, taxes and other expenses that are charged to G4Si as agent or possessor of the Artworks.

6.3 Subject to any mandatory applicable law which prohibits the operation of this clause 6.3, G4Si: (i) has a general lien on all Artworks in its possession for all sums due at any time to G4Si from the Client and unpaid within fifteen (15) days of the invoice date on any account whatsoever pursuant to these General Terms, whether relating to Artworks belonging to the Client or services provided by G4Si to the Client; (ii) shall be entitled to be paid storage charges on Artworks detained under lien; (iii) shall be entitled on 28 days' written notice to the Client to sell or dispose of or deal with such Artworks as agent for and at the expense of the Client and apply the proceeds in or towards payment of such sums; (iv) shall, upon accounting to the Client for any balance remaining after payment of any such sum due to G4Si, and for the cost of storage, sale, disposal and/or dealing, be discharged of any liability whatsoever in respect of such Artworks.

7. Compliance

7.1 In the event that the services (or any part thereof) required by the Client to be performed by G4Si are prohibited under any applicable laws, sanctions or embargos, G4Si may at its discretion partially or fully cancel the service at any time, without prior notice and without incurring any liability to the Client.

7.2 G4Si will not be held responsible in any way for any loss, delay or damage resulting from any inaccuracy in the values or other information relating to Artworks declared by the Client, shipper or consignee to customs both at the origin or destination. The Client takes full responsibility to declare the correct value and other information. Any fines or penalties arising from false or incorrect declaration will be payable by the Client, shipper or consignee and the Client will indemnify G4Si against any costs, claims or liability arising from the same, including, without limitation, any legal or other costs which G4Si may incur in relation thereto. G4Si may make a declaration to customs, but any such declaration will only be based on the information given by the Client to G4Si and the fact that G4Si has made such declaration shall not absolve the Client from responsibility for the contents thereof.

8. General provisions

8.1 The validity, construction and performance of the contract incorporating these General Terms and all contractual and non-contractual matters arising out of it shall be governed by English law and subject to the exclusive jurisdiction of the courts of England to which the parties submit.

8.2 These General Terms, together with the applicable order or quotation, comprise the entire contract between G4Si and the Client and supersede all previous agreements, statements, promises, warranties, representations and understandings between them relating to its subject matter. G4Si and the Client acknowledge that they do not rely on and shall not have any remedy in respect of any statement, representation, promise or warranty (whether made innocently or negligently) that is not set out in these General Terms and the applicable order or quotation. Any provisions amending or additional to the provisions set out in these General Terms shall be of no effect unless they are in writing and signed or otherwise duly executed by duly authorized representatives of both G4Si and the Client.

8.3 Each party agrees for itself, its officers, directors, agents, servants, employees, successors and assigns to keep confidential any and all information obtained about the other party (including without limitation information relating to the other party's operations, personnel and security) except in the following circumstances: it is compelled to disclose such information by a court or government authority having jurisdiction or by applicable law; disclosure to its auditors or for the purposes of regulatory requirements; to its professional advisors on a confidential basis.

8.4 No third party may enforce any of these General Terms, save that G4Si's affiliates or parent or subsidiary undertakings and the officers, agents, representatives, directors and employees of G4Si and G4Si's affiliates or parent or subsidiary undertakings may enforce Clause 4.4.

8.5 Any notice given to a party under or in connection with these General Terms shall be in writing and shall be delivered by hand or by pre-paid first-class post or by next working day delivery service at its registered office (if a company) or its principal place of business (in any other case). Any notice shall be deemed to have been received: (i) if delivered by hand, on signature of a delivery receipt (ii) if sent by pre-paid first-class post, at 9.00 am on the fifth day after posting; (iii) if sent by next working day delivery service, at the time recorded by the delivery service. This provision does not apply to the service of any proceedings or other documents in any legal action.

8.6 Should any of the above clauses prove to be invalid, this shall not affect the remaining provisions of these General Terms or any other individual provision. In this case, the parties shall endeavour to replace the invalid clause with another clause that most closely approximates the original commercial and legal intent of the invalid clause.

Terms and Conditions – Fine Art (Insured Option)



These Terms and Conditions - Fine Art (Insured Terms) ("Insured Terms") are applicable to the forwarding, transport and handling of art and antiques, design items, objects shown in exhibitions, collections and related objects of that kind (each an "Artwork" and collectively "Artworks") by the relevant G4S International Logistics company specified in the applicable order or quotation ("G4Si") on behalf of the person or entity specified in the order or quotation (the "Client").

In these Insured Terms, an Artwork shall be deemed to be "in the custody of G4Si" during the period: (i) commencing at the point stipulated in the order or quotation, or in the event that there is no such stipulation, when the Artwork has been physically received by an authorized representative of G4Si for the purpose of performing the services to which these Insurance Terms relate and G4Si has given written acknowledgement of receipt; and (ii) ending at the point stipulated in the order or quotation, or in the absence of such a stipulation when the Artwork has been delivered to the consignee thereof designated by the Client or, in the event of non-delivery, when the Artwork has been returned to the Client.

1. Scope of application

These Insured Terms shall apply to all services provided by G4Si in connection with the handling of Artworks, irrespective of whether they concern forwarding, freight, storage or other activities that usually are associated with the art business, where the Client has specified the "Insured Service" option on G4Si's order form and has agreed to pay all additional charges for such option. Where the Client has not specified the "Insured Service" option, the G4Si "General Terms and Conditions for Fine Art" shall apply. The services, which shall be specified in the applicable order or quotation, may include, for example, hanging up and taking down pictures, installing and dismantling other Artworks, wrapping, loading, stowing, transport, unloading and storing Artworks, for levying amounts to be collected on delivery, for customs clearance, for courier services or for arranging transport and property insurance coverage.

2. Information supplied by the Client

The Client shall inform G4Si in writing at the time of the order about addresses, numbers, amount, kind and content of the Artworks, size, weight, characteristics and the fair market value of the Artworks to be handled as well as the available space and facilities at the place of collection and delivery and shall promptly provide G4Si with any further information required by G4Si to comply with applicable laws.

3. Liability – G4Si Insured Service

3.1 Subject always to the provisions of Clause 4, G4Si shall be liable for loss of or damage to the Artworks which occurs whilst the Artworks are in the custody of G4Si, provided that the liability of G4Si for such loss or damage whether in contract, tort (including negligence), indemnity, breach of statutory duty or otherwise shall in no event exceed US\$25,000,000 (twenty five million US Dollars) in respect of any and all loss or damage occurring during any one transit or at any one location. The liability of G4Si under this Clause 3.1 shall be G4Si's sole and exclusive liability to the Client in respect of any loss of or damage to Artworks and the Client will have no other claim against G4S of any kind in respect of such loss or damage, whether in contract, tort (including negligence), indemnity, breach of statutory duty or otherwise.

3.2 In consideration of G4Si obtaining the insurance coverage required pursuant to the "Insured Service" option, the Client agrees and understands that G4Si's liability for any loss or damage to Artworks whether in contract, tort (including negligence), indemnity, breach of statutory duty or otherwise shall be further limited to the aggregate of (i) the amount of any insurance proceeds approved and paid by G4Si's insurance carrier described below and (ii) any insurance excess or deductible applicable to the relevant claim. The Client agrees that it will not seek additional recovery from G4Si including, but not limited to, for any claims not approved by the insurance carrier, in whole or in part, or for claims in excess of the limits of G4Si's insurance policy. Without prejudice to the generality of the foregoing, the Client understands and accepts that G4Si's insurance carrier will not provide cover, pay any claim or provide any benefit under an insurance policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose such insurance carrier to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America and the Client accepts that G4Si shall have no liability for any loss or damage to Artworks to the extent that insurance cover or any claim related to such loss or damage is denied by reason of the foregoing.

4. Exclusions and limitations of liability

4.1 Any liability of G4Si whether in contract, tort (including negligence), indemnity, breach of statutory duty or otherwise, other than the liability set out in Clause 3, shall not exceed G4Si's aggregate annual charges to the Client for all services provided subject to these Insured Terms in the period of 12 months prior the relevant claim arising (such limit to be calculated on a pro rata basis where 12 months have not expired since the commencement of provision of such services) in respect of all claims arising in such 12 month period.

4.2 Notwithstanding anything else contained in these Insured Terms, or the contract of which they form part, G4Si shall have no liability whether in contract, tort (including negligence), indemnity, breach of statutory duty or otherwise for:

(i) any consequential, special or indirect loss or damages; business interruption; delay, deterioration or loss of market; loss of production; loss of profit; loss of revenue; loss of contract; loss of or damage to goodwill; financial charges or interest; or

(ii) any loss of or damage to Artworks which is directly or indirectly caused by or results from:

- (t) act or default of the Client, its employees, officers, agents or representatives, including failure to comply in all respects with any laws of any local, national or supranational public authority within whose jurisdiction the Artworks may be;
- (u) any debt of the Client, failure on the part of the Client to pay customs duties, failure on the part of the Client to provide bond or security, or any financial cause on the Client's part whether under court order or otherwise;
- (v) compliance by G4Si, its employees, subcontractors or other authorized representatives with any instructions given by the Client or its authorized representatives (other than the agreed information in the order or quotation);
- (w) action taken by any government or public authority in hindering, seizure, destruction, confiscation, requisition, or nationalization under quarantine or customs regulations or by order of any government or public authority;
- (x) risks of contraband or illegal transportation or trade including, without limitation, under the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES);
- (y) warping or shrinkage;
- (z) any loss to property on exhibition at a fairground, or at the premises of a national or international exposition, unless the premises are specifically covered by G4Si's insurance policy;
- (aa) electrical or mechanical fault or breakdown;
- (bb) ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- (cc) radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- (dd) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- (ee) radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter unless it is a radioactive isotope (other than nuclear fuel) being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;
- (ff) chemical, biological or electromagnetic weapons used in connection with an act of terrorism;
- (gg) natural aging, gradual deterioration, inherent defect, rust or oxidation, moth or vermin;
- (hh) any repairing, restoring, retouching or similar process;
- (ii) aridity, humidity, exposure to light or extremes of temperature unless such loss or damage is caused by fire, lightning, explosion, storm, flood or earthquake; or

Acts of Terrorism, War Risks or Cyber Risks, to the extent not covered by G4Si's insurance.

"Acts of Terrorism" shall mean an act, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear;

"War Risks" shall mean destruction or physical damage directly or indirectly occasioned by, whether through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power;

"Cyber Risks" shall mean loss of, damage to, or unauthorised disclosure of, Electronic Data;

"Electronic Data" shall mean facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment including programmes, software, and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

4.3 G4Si shall have no liability whether in contract, tort (including negligence), indemnity, breach of statutory duty or otherwise for loss of or damage to Artworks where G4Si receives the Artwork in a sealed package and G4Si has no reasonable opportunity to verify the contents of such package.

4.4 None of G4Si's affiliates or parent or subsidiary undertakings and none of the officers, agents, representatives, directors and employees of G4Si and G4Si's affiliates or parent or subsidiary undertakings shall be liable in contract, tort (including negligence), indemnity, breach of statutory duty or otherwise for any loss or damage sustained in connection with the contract between G4Si and the Client of which these Insured Terms form part, by virtue of their relationship with G4Si or the performance of or failure to perform any of the services contemplated hereunder.

4.5 The Client shall hold G4Si harmless in relation to any third party claims or any fines or penalties brought against G4Si to the extent that such claims, fines or penalties are based on any act or omission alleged to breach any contractual obligations of the Client towards a third party or any breach of applicable laws by the Client.

4.6 G4Si shall not be liable for non-performance or delay due to circumstances beyond its reasonable control. G4Si shall promptly notify the Client when such circumstances cause a delay or failure in performance and when they cease to do so. In such circumstances, G4Si may store the Artworks at the Client's cost or return the Artworks to the Customer without any liability to the Customer save under Clause 3. G4Si does not warrant or guarantee any pickup or delivery times and such times are approximations or estimates.

4.7 G4Si shall not be liable for any loss or damage to Artworks to the extent caused by the failure of the Client to provide correct or complete information.

4.8 Nothing in these Insured Terms shall exclude or limit: (i) the liability of G4Si for fraud, fraudulent misrepresentation or for death or personal injury caused by negligence; or (ii) liability which cannot be excluded or limited pursuant to applicable law.

5. Delivery, complaints and claims

5.1 Unless otherwise agreed in writing, the Artworks shall be deemed to have been delivered by handing over the Artworks to an adult person (or a person who appears to be of legal age) present at the premises of the Client or the consignee designated by the Client or other agreed premises, unless G4Si should have reason to believe that said person is not authorized to take receipt of the Artworks.

5.2 In the event of externally visible damage to the Artworks or the volume or amount is not correct, the person taking receipt of the Artworks on behalf of the Client or consignee shall indicate this accordingly on the freight documents.

5.3 As a condition precedent to recovery, the Client must notify G4Si in writing of any claim for loss or damage to Artworks within ten (10) days after delivery and, unless such notice shall have been given, any such claim shall be deemed to have been waived. To the extent not in conflict with applicable laws, no action, suit or other proceeding to recover for any such loss or damage shall be maintained against G4Si unless written notice shall have been given to G4Si as aforesaid and unless such action, suit or proceeding shall have been commenced within nine months of delivery. Within thirty days after giving of written notice of any claim for loss or damage, the Client shall furnish G4Si detailed written proof of loss or damage specifying date of shipment, name and address of consignee and consignor, and notice and description of the Artworks and the loss or damage alleged. The Client agrees to cooperate with and assist G4Si or its insurer in the investigation and recovery of such loss or damage. Upon payment in respect of a loss or damage hereunder, G4Si or its insurance company shall be subrogated to all the Client's rights and remedies of recovery therefor.

6. Payment

6.1 The Client shall pay G4Si invoices within the period stipulated in the order or quotation or, if no such period is stipulated, no later than 30 days from the date of the invoice. In respect of invoices not paid in full by the due date, Client agrees to pay interest of one and one-half percent (1.5%) per month of the amount unpaid and G4Si's costs of collection including reasonable legal fees and costs. Unless otherwise stated, prices quoted do not include any sales tax, use, excise, value-added, property or other such taxes or duties that may be levied on the transaction by local, provincial, national or federal governments or public authorities. Any such taxes or duties which G4Si is required to collect from the Client will be added to the invoice or billed separately.

6.2 Upon request, the Client shall immediately hold G4Si harmless against all freight charges, general average deposits, tariffs, taxes and other expenses that are charged to G4Si as agent or possessor of the Artworks.

6.3 Subject to any mandatory applicable law which prohibits the operation of this clause 6.3, G4Si: (i) has a general lien on all Artworks in its possession for all sums due at any time to G4Si from the Client and unpaid within fifteen (15) days of the invoice date on any account whatsoever pursuant to these Insured Terms, whether relating to Artworks belonging to the Client or services provided by G4Si to the Client; (ii) shall be entitled to be paid storage charges on Artworks detained under lien; (iii) shall be entitled on 28 days' written notice to the Client to sell or dispose of or deal with such Artworks as agent for and at the expense of the Client and apply the proceeds in or towards payment of such sums; (iv) shall, upon accounting to the Client for any balance remaining after payment of any such sum due to G4Si, and for the cost of storage, sale, disposal and/or dealing, be discharged of any liability whatsoever in respect of such Artworks.

7. Compliance

7.1 In the event that the services (or any part thereof) required by the Client to be performed by G4Si are prohibited under any applicable laws, sanctions or embargos, G4Si may at its discretion partially or fully cancel the service at any time, without prior notice and without incurring any liability to the Client.

7.2 G4Si will not be held responsible in any way for any loss, delay or damage resulting from any inaccuracy in the values or other information relating to Artworks declared by the Client, shipper or consignee to customs both at the origin or destination. The Client takes full responsibility to declare the correct value and other information. Any fines or penalties arising from false or incorrect declaration will be payable by the Client, shipper or consignee and the Client will indemnify G4Si against any costs, claims or liability arising from the same, including, without limitation, any legal or other costs which G4Si may incur in relation thereto. G4Si may make a declaration to customs, but any such declaration will only be based on the information given by the Client to G4Si and the fact that G4Si has made such declaration shall not absolve the Client from responsibility for the contents thereof.

8. General provisions

8.1 The validity, construction and performance of the contract incorporating these Insured Terms and all contractual and non-contractual matters arising out of it shall be governed by English law and subject to the exclusive jurisdiction of the courts of England to which the parties submit.

8.2 These Insured Terms, together with the applicable order or quotation, comprise the entire contract between G4Si and the Client and supersede all previous agreements, statements, promises, warranties, representations and understandings between them relating to its subject matter. G4Si and the Client acknowledge that they do not rely on and shall not have any remedy in respect of any statement, representation, promise or warranty (whether made innocently or negligently) that is not set out in these Insured Terms and the applicable order or quotation. Any provisions amending or additional to the provisions set out in these Insured Terms shall be of no effect unless they are in writing and signed or otherwise duly executed by duly authorized representatives of both G4Si and the Client.

8.3 Each party agrees for itself, its officers, directors, agents, servants, employees, successors and assigns to keep confidential any and all information obtained about the other party (including without limitation information relating to the other party's operations, personnel and security) except in the following circumstances: it is compelled to disclose such information by a court or government authority having jurisdiction or by applicable law; disclosure to its auditors or for the purposes of regulatory requirements; to its professional advisors on a confidential basis.

8.4 No third party may enforce any of these Insured Terms, save that G4Si's affiliates or parent or subsidiary undertakings and the officers, agents, representatives, directors and employees of G4Si and G4Si's affiliates or parent or subsidiary undertakings may enforce Clause 4.4.

8.5 Any notice given to a party under or in connection with these Insured Terms shall be in writing and shall be delivered by hand or by pre-paid first-class post or by next working day delivery service at its registered office (if a company) or its principal place of business (in any other case). Any notice shall be deemed to have been received: (i) if delivered by hand, on signature of a delivery receipt (ii) if sent by pre-paid first-class post, at 9.00 am on the fifth day after posting; (iii) if sent by next working day delivery service, at the time recorded by the delivery service. This provision does not apply to the service of any proceedings or other documents in any legal action.

8.6 Should any of the above clauses prove to be invalid, this shall not affect the remaining provisions of these Insured Terms or any other individual provision. In this case, the parties shall endeavour to replace the invalid clause with another clause that most closely approximates the original commercial and legal intent of the invalid clause.