

**Standard Terms and Conditions**  
**Hasenkamp Middle East LLC**  
**Hereinafter referred to as *hasenkamp***

**(Edition: 1<sup>st</sup> January 2011)**

**Preamble**

The Standard Terms and Conditions "Art" take into account customary practices regarding the forwarding, transport and dealing with art and antiques, objects shown in exhibitions, collections and related objects of that kind (hereinafter referred to as "Object(s) of Art"). All orders, including orders placed by private individuals (nonbusiness persons), are exclusively furnished on the basis of the following provisions. The Standard Terms and Conditions shall also apply to future contracts, even if the parties had not explicitly agreed again on their Applicability. Any deviation must be agreed in writing. It is hereby emphasized that these Terms and Conditions may exclude and limit certain liabilities; it is also emphasized that it is possible to agree on an extended liability and to insure higher risks.

**1. Scope of application**

- 1.1 The Terms and Conditions shall apply to services of all kind relating to the handling of Objects of Art, irrespective of whether they concern forwarding, freight, storage or other activities which usually are associated with the art business. This includes e.g. agreements, also in form of separate contracts on hanging up and taking down pictures, the installation and the dismantling of other Objects of Art, the wrapping, loading, stowing, transport, unloading and the storage of Objects of Art, on the levying of amounts to be collected on delivery, on customs clearance, on courier services or on arranging of travel contracts and transport and property insurance coverage.
- 1.2 Without prior written agreement such goods are excluded from the services that may impose dangers for other goods, the environment or human beings. This in particular applies to hazardous goods. If such goods are handed over despite of the aforesaid provisions the client shall be strictly liable (irrelevant of any negligence) for all damages which may occur.
- 1.3 The client shall agree with his contractual partners, e.g. the recipient or owner of a certain object of Art, in favor of *hasenkamp* on the application of the Standard Terms and Conditions "Art".

**2. Information on the Objects of Art**

- 2.1 The client shall inform *hasenkamp* in writing at the time of the order about addresses, symbols, numbers, amount, kind and content of the packed items, size, weight, characteristics and the fair market value of the Objects of Art to be dealt with as well as about the available space at the place of collection and destination.
- 2.2 The client shall be liable for any incorrect information or omissions, even if not based on any negligence on his side, unless the incorrectness was obvious and known at the time of the order.

**3. Liability**

- 3.1 With respect to international orders, *hasenkamp* is authorized to contract with third parties on the basis of their customary terms and conditions. If and in so far any damage is caused by a foreign partner, *hasenkamp* shall only be liable according to the terms and conditions agreed upon with the foreign partner. *Hasenkamp* shall only be liable to a further extent if the damage results from any negligence on the side of *hasenkamp*
- 3.2 In all other matters *Hasenkamp* is liable for any acts committed by its staff and by third parties instructed by *Hasenkamp* as if such acts had been committed by *hasenkamp* itself. *hasenkamp* shall be liable for

- Damages caused to the goods themselves i.e. loss of an Object of Art or damage caused to it;
- In case of a transport by vehicle on the road, by plane, railway or maritime transport, *hasenkamp* shall be liable on the basis of such regulations applicable for the respective kind of transportation in so far as such regulations are mandatory.

#### **4. Exclusion of liability**

Unless acting negligently, *hasenkamp* shall not be liable - on whatever legal ground - if the damage results from instructions given by the client, or given by a third party who was so entitled, or results from circumstances which could not be avoided observing the diligence of a reasonably acting business person.

#### **5. Limitation of liability**

Unless provided by mandatory law otherwise (clause 3.2 above) and subject to clause 5.7, the liability of *Hasenkamp* - irrespective on what legal grounds - shall be limited as follows:

- 5.1 Liability for damages to goods is either limited to 8,33 special drawing rights per kilogram gross of the damaged or lost Object of Art
- 5.2 If Objects of Art, which are subject to this agreement, are handed over to the recipient without the agreed amount being collected on delivery, *Hasenkamp* shall be liable to the client for the damage resulting therefrom. However, compensation is limited to the amount which should have been collected on delivery.
- 5.3 In any case, liability - irrespective on what legal grounds - shall be limited to the value of the damaged Objects of Art, as indicated by the client.
- 5.4 Against additional consideration, the client may agree in writing on higher maximum amounts than described in clauses 5.1 to 5.5 above, regarding damages, indirect damages as well as consequential damages. If so stipulated in writing *Hasenkamp* shall obtain insurance coverage for the Object of Art, e.g. covering transport or storage, provided, however, the amount to be insured and the risks to be covered were indicated by the client. In cases of doubt, *hasenkamp* shall decide on the kind and extent of insurance exercising reasonable discretion and shall enter into the insurance agreement applying market conditions. For obtaining such insurance coverage *Hasenkamp* shall be entitled to a separate remuneration and reimbursement of its expenses.
- 5.5 Any exclusion and limitation of liability pursuant to clauses 4 and 5 of these Standard Terms and Conditions shall apply to every claim against *Hasenkamp* regarding Objects of Art which are subject to a client's contract with *Hasenkamp* irrelevant of the legal ground on which the claim is based. This exclusion and limitation of liability can also be invoked by *Hasenkamp* employees and persons for which *Hasenkamp* is liable,
- 5.6 The client has to hold *Hasenkamp* harmless of third parties' claims brought against *hasenkamp* which are based on any act violating the terms of contract or omission by the client.

#### **6. Delivery, Complaints**

- 6.1 Unless otherwise agreed in writing, any delivery with the effect of full discharge can be made by handing over the goods to each adult person belonging to the business or the household of the recipient and is present at the recipient's premises or at such other premises as agreed upon.
- 6.2 If at the time of the delivery visible damage to the Object of Art can be determined, the recipient shall make note of such damage specifically indicating the kind of loss or damage in the delivery receipt to be signed by both sides. Externally invisible damages have to be notified in writing in due course, however, not later than seven days after delivery. The burden of proof is with the claimant.

#### **7. Payment, set – off, Statute of Limitation**

- 7.1 Invoices are immediately payable. The client shall be in default upon the expiry of 10 days commencing on the receipt of the invoice; no reminder or the meeting of other requirements is necessary for such default. In case of default *Hasenkamp* shall have the right to charge interest at the rate of 10% from the date of default plus locally usual costs, notwithstanding *hasenkamp's* right to prove higher damages.

- 7.2 Upon demand, the client shall immediately hold *Hasenkamp* harmless of all freight charges, charges and contributions in connection with an accident, tariffs, taxes and other expenses which were charged to *Hasenkamp* as the person entitled to dispose or as bailee.
- 7.3 Against claims resulting from this agreement and against non-contractual claims related thereto a set-off or a right of retention shall only be admissible if the counterclaims are due and unchallenged.
- 7.4 *Hasenkamp* has a pledge and a right of retention with respect to all goods and other assets in its possession for all its claims against the client based on activities stipulated in this agreement, irrespective of whether these claims are payable or not. The pledge also includes all accompanying documents. If the client is in default, *Hasenkamp* may, after having notified the client accordingly, sell as many goods and assets being in its possession as, in its own discretion, are necessary to satisfy its claims, not being obliged to observe any further formalities. *Hasenkamp* is also entitled to such sale if the client cannot be determined subsequent to due inquiries. *Hasenkamp* may charge the customary commission for the sale of the pledged goods calculated on the basis of the gross sales proceeds.
- 7.5 Claims, irrespective on whatever ground, shall be time-barred after one year commencing either at the time the claimant became aware of the damage, or, at the latest, however, at the time of delivery of the Object of Art. In the event of no delivery the deadline commences at the end of the day at which the good should have been delivered.
- 8. Miscellaneous**
- 8.1 These Terms and Conditions and the entire legal relations between client, recipient or claimant are subject to the laws of the United Arab Emirates
- 8.2 If the client has to be considered a business person or a legal entity or separate estate under public law, the place of performance and the exclusive place of jurisdiction for all disputes resulting directly or indirectly from this agreement shall be United Arab Emirates
- 8.3 Should any provision of these Terms and Conditions or a provision in context with another agreement is or become void this shall not affect the validity of all remaining provisions or clauses.

**Statement of the client – Signature**

I have received and taken note of the Standard Terms and Conditions "Art".

Signature: \_\_\_\_\_

Date:

Place:

Client's name:

Client