

## Terms and Conditions

1. These Conditions shall apply to all work undertaken by art move Limited (hereinafter referred to as The Company) and they supersede any earlier Conditions of the Company and exclude so far as is legally permissible any Warranties Conditions or liability imposed or implied by Common Law Statute or trade usage and override any Terms and Conditions stipulated by anyone inviting any negotiations. Acceptance of the Company's tender or estimate implies acceptance of the Conditions and can only be varied in writing and signed on behalf of the Company by a Director thereof.

2. The Company is not a common carrier and only deals with Goods subject to these Conditions.

3. The following expressions shall have the following meanings: (a) "The Owner" shall mean the person persons corporation or entity owning the Goods in respect of which services are rendered by the Company or having possession thereof as the apparent owner or any other person who is or may become interested. (b) "The Agent" of the owner shall mean the person persons corporation or entity authorised to give instructions to the Company and to enter into this contract for and on behalf of the owner. (c) "Customer" means any person at whose request or on whose behalf the Company undertakes any business or provides advice information or services and with whom for all effects and purposes the Company enters into this contract.

4. Customers entering into transactions of any kind with the company expressly warrant that (a) they are either the legal owners or the authorised agents of the owners of any Goods to which the transaction relates (b) they are authorised to accept and are accepting these Conditions not only for themselves but also on behalf of all other persons who are or may thereafter become interested in the Goods and (c) the Goods are unencumbered in any way.

5. Any instructions given to the Company may in the absolute discretion of the Company be complied with by the Company itself by its own servants or agents performing part or all of the relevant services or by the Company employing or instructing or entrusting the Goods to others on such conditions as such others may stipulate to perform part or all of the services.

6. Any quotation given by the Company is valid for such period as is mentioned in the quotation but if no such period is mentioned then such quotation is given on the basis of acceptance within fourteen days of the date of such quotation and of freight charges insurance premiums exchange rates value added tax rates and all other expenses or outgoings remaining current at the date upon which the services in respect of such quotation are to be rendered. If the quotation shall not be accepted within the time limits of the aforesaid or if any of the charges or rates referred to above shall alter between the date of the quotation and the date upon which the services are to be rendered the Company shall have the right to revise the quotation or withdraw from the quotation without notice (whether or not the quotation has been accepted).

7. Subject to express instructions in writing given by the Customer the Company reserves to itself absolute discretion as to means route and procedure to be followed in handling contact and transportation of the Goods. Further if in the opinion of the Company it is at any stage necessary in the Customer's interest to depart from those instructions the Company shall be at liberty to do so.

8. The Customer warrants that full disclosure has been made to the Company of all information relating to the Goods and all matters which might reasonably be expected to influence the Company in its decision whether or not to accept the Goods for warehousing contact packing or transportation and/or export and/or import.

9. The Customer shall indemnify the Company against all losses costs claims penalties demands damages and expenses which may arise from or in connection with Goods likely to cause damage or infestation of any nature. In this Condition the expression "likely to cause damage or infestation" shall include Goods likely to contain or encourage vermin woodworm or other infestation of any nature.

10. The Customer shall indemnify the Company against all penalties claims damage injury costs and expenses arising from the nature or condition of the Goods or the packing of the Goods.

11. The Company reserves the right to sub-contract without notice all or any part of the contract.

12. The Company shall have a general lien as well as a particular lien on all Goods for all charges and expenses including warehouse rent and insurance charges during the period of the lien due to or incurred by the Company. Such lien shall extend and apply to Goods in the possession of the Company or of any of its agents or sub-contractors or under its or their direct or indirect control. The Company reserves the right to sell the Goods or part thereof by public auction or otherwise and thereout to pay or retain the costs and expenses of maintaining and exercising such lien and of such sale and all sums for which a lien is given to the Company hereunder.

13. Pending forwarding or delivery the Company has the sole discretion to warehouse or store or otherwise hold the Goods at any place or places and the costs thereof shall be for the account of the Customer. Warehousing or contact charges do not include the cost of packing any Goods or the carriage thereof to and from the warehouse.

14. All Goods for warehousing and/or storage shall be listed by the Customer in such manner as the Company may require. The liability of the Company shall be limited by the list of Goods and it shall not be responsible for any Goods not comprised therein.

15. The Company undertakes no liability for any destruction damage or loss whatsoever or howsoever caused to Goods being warehoused stored or held unless due to the negligence or wilful default of the Company or its employees or agents. In the event the

Company is found to be so liable liability will be limited to a maximum of 2 SDRs (Special Drawing Rights) per kilo or £2000 whichever is the lesser.

16. All claims in respect of loss or damage to Goods being warehoused stored held or transported shall be notified to the Company in writing within seven days after the delivery of the Goods to the Owner or the Owner's agent whichever shall be the sooner and any claims not so notified within such time shall be deemed to be waived.

17. Except where the Company is instructed in writing to pack the Goods the Customer warrants that all Goods have been properly and sufficiently protected and packed.

18. The Company is entitled to retain and be paid all brokerage fees commission allowances and other remuneration customarily retained by or paid to Shipping and Forwarding Agents (or Freight Forwarders) and Insurance Brokers.

19. The Customer shall be liable for any duties taxes imports levies deposits or outlays of any kind levied by the authorities at any port or place for or in connection with the Goods and for any payments fines expenses loss or damage incurred or sustained by the Company in connection therewith including any amount on settlement of any fraud or other claim by any Government or other regulatory agency and all additional duties including charges and fees of professional advisers.

20. When the goods are accepted or dealt with upon instruction to collect freight duties charges or other expenses from the consignee or any other person the Customer shall remain liable for the same if they are not paid by such consignee or other person.

21. All Risks Insurance will not be effected for the Customer's account except upon express instructions given by and received in writing from the Customer before executing the order. It is the responsibility of the Customer to furnish all details necessary to effect insurance and the Company shall be entitled to rely on the accuracy of such information.

22. The Company's total liability in respect of each transaction shall be limited as provided under the Company's current Legal Liability Insurance policy a copy of which is available for inspection on request.

23. All insurances effected by the Company are subject to the usual exceptions and conditions of the policies of the insurance company or underwriters taking the risk. The Company shall not be under any obligation to effect a separate insurance on each consignment but may declare it on any open or general policy. Should the insurers dispute their liability for any reason the insured shall have recourse against the insurers only and the Company shall not be under any responsibility or liability in relation thereto even though the premium on the policy may not be at the same rate as that charged by the Company or paid to the Company by its Customer.

24. Where any insured item consists of articles in a pair or set the Company and its insurers will not be liable to pay for more than the proportional value of any particular part which may be lost or damaged without reference to any special value which such article or articles may have as part of such pair or set.

25. The Company shall only be liable for all Goods whilst in its actual custody and under its actual control and the Company shall not be liable for loss of or damage to or failure to deliver the Goods unless it is proved that such loss or damage or failure to deliver the Goods occurred whilst the Goods were in the actual custody or control of the Company or its servants.

26. The Company shall only be liable for non-compliance with the instructions given to it if it is proved that the same was caused by the wilful neglect of the Company or its servants.

27. Save as aforesaid in clauses 25 and 26 the Company shall be under no liability in connection with Goods or instructions given to it. Further and without prejudice to the generality of the preceding clauses 25 and 26 the Company shall not in any event be under any liability for any delay or consequential loss or loss of market howsoever caused nor for any loss damage or expenses arising from or in any way concerned with the marks weights numbers brands contents quality or description of any Goods however caused.

28. In any event the Company shall be discharged from all liability: (a) for loss from a package or an unpacked consignment or for damage deviation or misdelivery howsoever caused unless notice be received in writing within seven days after the end of transit where the transit ends in the British Isles or within fourteen days after the end of the transit where the transit ends at any place outside the British Isles. (b) for loss or non-delivery of the whole of a consignment or any separate package forming part of the consignment however caused unless notice be received in writing within twenty eight days of the date when the Goods should have been delivered.

29. The Company shall not be obliged to make any declarations for the purpose of any statute or contract as to the nature or value of any Goods or as to any special interest in delivery unless required by law or expressly instructed by the Customer in writing. Where there is a choice of rates according to the extent or degree of the liability assumed by warehousemen or others Goods will be forwarded or otherwise dealt with at the Customer's risk or other minimum charges and no declaration of value where optional will be made unless express instructions to the contrary have been given in writing by the Customer.

30. The Customer shall be bound by and warrant the accuracy of all descriptions including material year value and other particulars furnished by the Company for Customs Consular and other purposes and he warrants that the Goods will be as listed and not prohibited from exportation into the country of destination and undertakes to indemnify and hold harmless the Company against all losses damages expenses and fines arising from any inaccuracy or omission even if such inaccuracy or omission is not due to any negligence.

31. Instructions to collect payment on delivery in cash or otherwise are accepted by the Company upon the condition that the Company in the matter of such collection will be liable for the exercise of reasonable care and diligence only.

32. Without prejudice to Clause 4 (a) and (b) herein contained the Company shall have the right to enforce any liability of the Customer under these Conditions or to recover any sums of money to be paid by the Customer under these Conditions not only against or from the Customer but also if it thinks fit against or from the sender and/or from consignee and/or owner of the Goods.

33. In addition to and without prejudice to the foregoing Conditions the Customer undertakes that he shall in any event indemnify the Company against all losses and liabilities suffered or incurred by the Company arising directly or indirectly from or in connection with the Customer's instructions or their implementation or the Goods and in particular the Customer shall indemnify the Company in respect of any liability it may be under to any servant agent or sub-contractor or any haulier carrier warehouseman or other person whatsoever at any time involved with the Goods arising out of any claim made directly or indirectly against any such party by the Customer or by any sender consignee or owner of the Goods or by any person interested in the Goods or by any other person whatsoever.

34. The Customer appoints the Company his Attorney-in-Fact for all purposes necessitated under these Trading Conditions. >

35. The Company shall be entitled to interest on the amount of the invoiced price for the time being outstanding from the date provided for the payment down to the actual date of payment. The rate of interest will be decided by the Company.

36. The Contract between the Customer and the Company shall be deemed to be made in governed by and construed in accordance with the laws of England and Wales and the Customer shall submit to the jurisdiction of the Courts of England and Wales.

37. If any Conditions herein shall be deemed to be invalid for unreasonableness or otherwise then this shall not affect the validity of the other Conditions.