



**FineArtTravel GmbH**

Westpreußenstr. 15a, 21391 Reppenstedt, Germany

Local court Lüneburg – HRB 207 910

## **General Terms and Conditions of Business**

All services are provided exclusively on this basis. These General Terms and Conditions also apply to all future contracts, even without further agreement. In addition, we work exclusively on the basis of the General German Freight Forwarders' Terms and Conditions (ADSP), in the latest version.

### **1. Scope of application**

- 1.1 The GTCs apply to all orders in connection with the handling of art objects, collectors' items of all kinds and antique furniture, hereinafter referred to as objects. This also includes, for example, agreements as independent contracts for the mounting and dismounting of pictures, the mounting and dismounting of other objects, the packing, loading, transporting, unloading, unpacking and storage of objects, the collection of cash on delivery, customs handling, courier services and the provision of transport and property insurance.
- 1.2 The client undertakes to agree these GTCs with his contractual partners, for example the recipient or owner of the object in relation to FineArtTravel GmbH, and to inform all relevant persons of the content.
- 1.3 FineArtTravel GmbH determines the collection and delivery dates. It will endeavour to meet customer requests. However, this cannot be guaranteed. There is therefore no legal claim to desired dates.
- 1.4 FineArtTravel GmbH shall inform both the sender and the recipient in writing of the collection and delivery date and request confirmation. If the date has been confirmed, it shall be deemed to have been firmly agreed.
- 1.5 Should the sender and/or the recipient not be present at the first scheduled collection or delivery, FineArtTravel GmbH will attempt to contact the relevant person. This can be done either by SMS, by telephone or by e-mail. If, despite these efforts, no one is found, FineArtTravel GmbH or its vicarious agent will leave a message requesting a new appointment. FineArtTravel GmbH will only collect or deliver the goods again if this has been agreed and the sender or recipient is prepared to pay a logistics fee of € 55.00 incl. VAT in addition to the agreed transport price.

### **2. Commissioning of an additional carrier**

- 2.1 FineArtTravel GmbH may engage another carrier to carry out the transportation. In this case, liability shall be transferred in full to the carrier used.

### 3. Information from the client

- 3.1 When placing the order, the client must inform FineArtTravel GmbH truthfully and in writing of the collection and delivery addresses, names of all contact persons, number of objects, type and content of the packages, dimensions, weights, properties and value as well as the local conditions at the collection and destination location.
- 3.2 Incorrect or omitted information shall be the responsibility of the client, even if he is not at fault, unless the incorrectness was obvious and known when the order was placed.
- 3.3 The collection and delivery location must be freely accessible for the vehicles for both collection and delivery. 3.3 The pick-up and delivery locations must be freely accessible to vehicles for both pick-up and delivery. The goods to be transported must also be freely accessible for the employees of FineArtTravel GmbH. The guarantee of these two points is the sole responsibility of the customer. If it is not possible for FineArtTravel GmbH to fulfil the transport order due to one of the above requirements, FineArtTravel GmbH has the right to charge 100% of the agreed transport price and to cancel the transport without compensation.
- 3.4 The delivery and removal distance to the transport vehicle must not exceed 150 metres. From the 3rd floor upwards, a lift must be provided that is suitable for transporting the goods. FineArtTravel GmbH reserves the right to pass on any resulting costs to the client.
- 3.5 Transport is always carried out from kerbside to kerbside. In the case of goods that cannot be loaded by a single person due to their size or weight, the client must provide loading assistants on site.
- 3.6 The driver of the delivery vehicle can, if necessary and by prior arrangement, assist with the removal from the home for a small additional charge. The client has no legal claim to this additional service.

### 4. Installation work

- 4.1 If FineArtTravel GmbH or its vicarious agent discovers during the loading of the goods to be transported that assembly work is required on the goods to be transported so that they can be transported at all and this circumstance was not taken into account by the customer, FineArtTravel GmbH may charge the customer for this additional work. The underlying hourly rate is € 52.20 per employee and hour. Each half hour or part thereof will be charged. € 52.20 per employee and hour. Each half hour or part thereof will be charged.

### 5. Prices for money transactions

- 5.1 FineArtTravel GmbH offers its customers a fee-based money service. In this case, FineArtTravel GmbH pays the full purchase price for the customer and thus pays the goods to the seller on behalf of the buyer. For this, FineArtTravel GmbH charges a staggered fee depending on the value of the goods according to the attached overview:

Value of the goods € 0,00 to € 500,00	€ 15,95
Value of the goods € 500,00 to € 1000.00	€ 19,95
Value of the goods € 1000,00 to € 2000,00	€ 24,95
Value of the goods € 2000,00	from € 39,95

- 5.2 FineArtTravel GmbH is under no contractual obligation to offer this service to every customer. FineArtTravel GmbH can refuse this service at any time and without giving reasons.

## **6. Cancellation conditions**

- 6.1 A transport order can be cancelled free of charge up to 72 hours after it has been placed. Later cancellations are only possible free of charge if FineArtTravel GmbH expressly agrees to the cancellation, the goods have not yet been handed over to FineArtTravel GmbH and FineArtTravel GmbH has not yet arranged the transport and/or the transport preparations. If FineArtTravel GmbH has incurred costs of any kind prior to the cancellation, these are to be reimbursed 100% by the customer.
- 6.2 In the event of unauthorised cancellation by the customer without the express consent of FineArtTravel GmbH, the customer shall be charged 50% of the agreed transport price. In the event of cancellation after the goods have been handed over, 100% of the agreed transport costs shall be due for payment.

## **7. Liability**

- 7.1 FineArtTravel GmbH is liable for damage to goods, i.e. for the loss of and/or damage to the object that is the subject of the contract. FineArtTravel GmbH is only liable for consequential damage to goods, i.e. also only for damage resulting from damage to goods, pure financial losses if FineArtTravel GmbH or its vicarious agents are at fault. In the case of transport by motor vehicle on the road, by aeroplane, by rail, by inland waterway vessel or by ocean-going vessel, liability shall be assumed in accordance with the regulations applicable to this means of transport, insofar as these are mandatory.
- 7.2 FineArtTravel GmbH is authorised to use external service providers for export and domestic shipping orders. The usual terms and conditions of the respective service provider apply here. If and insofar as damage is caused by a foreign service provider, liability shall be governed by the contractual or mandatory statutory provisions agreed with these foreign companies. FineArtTravel GmbH shall only be liable beyond this if and insofar as the damage is due to a culpable breach of its own duty of care.
- 7.3 See also 9.3 of these General Terms and Conditions.

## **8. Exclusion of liability**

- 8.1 FineArtTravel GmbH is exempt from liability - regardless of the legal grounds - if and insofar as the damage was caused by instructions from the client's authorised representative or by circumstances that FineArtTravel GmbH could not avert with the care of a prudent businessman.

## **9. Scope/limitations of liability**

- 9.1 Insofar as mandatory provisions (e.g. section 3.1 paragraph 2 of these General Terms and Conditions) do not conflict with this, FineArtTravel GmbH is liable as follows, regardless of the legal basis:
- 9.2 For damage to goods with Euro 2,000 per damaged or lost object. For transport of any kind, the maximum liability amount pursuant to § 431 of the German Commercial Code shall apply. This regulates the maximum compensation to be paid for loss and/or damage. This is limited to an amount of 8.33 units of account for each kilogramme of the gross weight of the goods. If the goods consist of several freight items and only individual freight items have been lost or damaged, the calculation shall be based on the entire consignment if the entire consignment has been devalued, or on the devalued part of the consignment if only part of the consignment has been devalued.

- 9.3 The unit of account referred to in the paragraphs is the Special Drawing Right of the International Monetary Fund. The amount shall be converted into euro according to the value of the euro against the Special Drawing Right on the date of acceptance of the goods for carriage or on the date agreed by the parties. The value of the euro in terms of the Special Drawing Right shall be determined in accordance with the method of calculation used by the International Monetary Fund for its operations and transactions on the day in question.
- 9.4 If the delivery deadline is exceeded, FineArtTravel GmbH shall pay compensation for the proven damage up to the amount of the contractually agreed delivery fee without further compensation.
- 9.5 For purely financial losses other than those specified in section 9.4 of these GTC, liability is limited to the contractually agreed fee or, in the case of cash on delivery, to the surname amount.
- 9.6 In any case, liability - regardless of the legal grounds - shall be limited to the value of the property affected by the damage as stated by the Client.
- 9.7 The client may agree in writing in the contract, for a separate fee, higher maximum amounts than those regulated in sections 5.1 to 9.2 of these GTC.
- 9.8 The liability provisions set out in sections 7 to 9 of these GTC are intended for any claim against FineArtTravel GmbH. This applies regardless of how valuable the goods handed over to FineArtTravel GmbH for transport are and on what legal grounds the claim is based. The employees of FineArtTravel GmbH and all vicarious agents can also invoke these provisions, unless they have caused the damage through intent or grossly negligent behaviour. The limitations/exclusions of liability shall not apply if damage was caused by intent or gross negligence on the part of vicarious agents in a managerial capacity and/or by intentional or grossly culpable breach of material contractual obligations. The burden of proof lies with the claimant.
- 9.9 The client shall indemnify FineArtTravel GmbH against claims by third parties that are asserted due to an act or omission by the client in breach of contract.

## **10. Deliveries, complaints**

- 10.1 Unless otherwise agreed in writing, delivery may be made with discharging effect to any adult person belonging to the business or household and present on the premises of the consignee or in the contractually agreed receiving rooms.
- 10.2 If the consignee refuses to accept the transported goods, they shall be redelivered to the consignor at the same transport price. If the consignee again refuses to accept the goods, the customer shall be charged the additional costs incurred as a result of the refusal and the costs of disposal of the goods in addition to the originally agreed transport price.
- 10.3 Delivery shall always be made from kerbside to kerbside. In the case of goods that cannot be loaded by a single person due to their size or weight, the client must provide loading assistants on site. The driver of the delivery vehicle can, if necessary and by prior arrangement, assist with the delivery to the client's home for a small additional charge. The client has no legal claim to this additional service.
- 10.4 If damage to the item is externally recognisable upon delivery, the recipient must record this in a receipt to be signed by both parties, stating the specific nature of the loss or damage. The recipient must report any damage that is not externally recognisable in writing without delay - but no later than seven days after delivery. The burden of proof lies with the claimant.
- 10.5 In the event of complaints regarding any external third-party providers and vicarious agents, the complaint must be made to FineArtTravel GmbH as soon as possible, but no later than 7 days after receipt of the goods. The customer has booked insurance via the third-party provider in the event of despatch. This eliminates the liability of FineArtTravel GmbH. The recipient/customer must also report all damage to the third-party provider and their vicarious agents. The complaint period for this is generally 10 days from receipt of the goods. FineArtTravel GmbH will be happy to assist the customer

in contacting the third-party provider and/or vicarious agent. The co-operation of the recipient is absolutely essential. As a rule, the claimant must present the damaged goods to an external organisation in the country of destination. The customer expressly agrees to this procedure when placing the order. In this case, the transport damage will be settled exclusively via the third-party provider.

## **11. Storage of transport goods**

- 11.1 In special cases and by arrangement, the storage of transport goods is possible. The Warehouse Keeper shall generally provide the following services:
- 11.2 Storage shall take place in suitable company-owned or third-party storage rooms; furniture vans or containers suitable for storage shall be deemed equivalent to storage rooms. The Warehouse Keeper shall carry out additional work that goes beyond the appropriate protective measures against loss, spoilage or damage to the stored goods in order to maintain or preserve the stored goods or their packaging, provided this has been agreed in writing.
- 11.3 The depositor is obliged to inform the warehouse keeper in particular if the following goods are to become the subject of the storage contract: Goods that are flammable or explosive, radiant, prone to spontaneous combustion, toxic, corrosive or foul-smelling, or any goods that may be detrimental to other stored goods and/or persons; goods that are subject to rapid spoilage or decay; goods that - such as foodstuffs - are likely to attract vermin; items of exceptional value, such as precious metals, jewels, precious stones, money, stamps, coins, etc.; goods that are subject to the storage contract. precious metals, jewels, precious stones, money, stamps, coins, securities of any kind, documents, certificates, data carriers, works of art, genuine carpets, antiques, collectors' items. The Warehouse Keeper is entitled to refuse the storage of the above goods.
- 11.4 Storage fee: The Warehouse Keeper shall issue an invoice to the depositor either at the beginning, during or after storage for the storage fee due, including any remuneration for ancillary services, insurance premiums and the like. The storage fees amount to € 5.00 per commenced week and storage item. The invoice amounts are net amounts. The depositor shall also pay value added tax at the applicable statutory rate. The depositor, who is not a consumer within the meaning of Section 414 (4) HGB, is obliged to pay the agreed monthly storage fee to the warehouse keeper in advance by the 3rd working day of each month at the latest. The Warehouse Keeper shall be liable for damage caused by loss of or damage to the goods during the period from acceptance for storage until delivery, unless the damage could not have been averted by the diligence of a prudent businessman. This also applies if the warehouse keeper stores the goods with a third party in accordance with § 472 Para. 2 HGB. If the warehouse keeper has to pay compensation for total or partial loss of the goods, the value at the place and time of acceptance for storage shall be compensated. In the event of damage to the goods, the difference between the value of the undamaged goods at the place and time of acceptance for storage and the value that the damaged goods would have had at the place and time of acceptance shall be compensated. It shall be assumed that the costs to be incurred to minimize and repair the damage correspond to the difference to be determined in sentence 1. The value of the goods shall be determined according to the market price, otherwise according to the fair market value of goods of the same type and quality.
- 11.5 The Warehouse Keeper shall compensate for financial losses that occur as a result of the loss of or damage to the goods, financial losses due to incorrect or delayed delivery, financial losses due to incorrect advice and other financial losses, insofar as he is accused of gross negligence or wilful misconduct.
- 11.6 The Warehouse Keeper shall not be liable for damage caused by force majeure; by the fault of the depositor or the person authorized to issue instructions; by war or warlike events as well as orders from higher authorities, in particular by confiscation; by nuclear energy; to radioactive materials; to items

caused by radioactive materials. The Warehouse Keeper may not invoke the above exclusions of liability if he is accused of gross negligence or willful misconduct. The Warehouse Keeper shall not be liable for damage caused by explosive, flammable, radiating, self-igniting, toxic, corrosive substances, by oils, greases and animals; as a result of the natural or defective condition of the stored goods, such as loosening of gluing, cracking or blinding of the polish, oxidation, internal spoilage, leakage or spillage. The Warehouse Keeper shall not be liable for loss of or damage to stored goods in containers of any kind, unless the Warehouse Keeper has not packed or unpacked them, unless the depositor can prove that the damage was caused by handling the stored goods; damage to or loss of items of exceptional value, such as precious metals, jewelry, jewelry, etc., shall be excluded. precious metals, jewels, money, stamps, coins, securities of any kind, documents, certificates, data carriers, works of art, genuine carpets, antiques, collectors' items, unless the items are marked as valuable by the depositor in the storage list; functional damage to radio, television or similar sensitive equipment; damage to live plants or live animals.

11.7 The Warehouse Keeper may not invoke the exclusions of liability according to Section 11.2 and Section 11.3 if he is accused of negligence or willful misconduct. Express reference is made to the depositor's duty to inform.

11.8 Expiry of claims: The depositor must observe the following notice periods:

- Obvious damage, loss, partial loss or damage to the stored goods must be reported in writing at the latest on delivery, in other cases on the day after delivery.
- Non-obvious damage must be reported to the Warehouse Keeper in writing within 14 days of acceptance of the stored goods, whereby the party entitled to compensation must prove that the damage occurred during the storage or handling of the stored goods for which the Warehouse Keeper is responsible. Claims for damages other than those to the goods must be made in writing within one month of the date of delivery.
- All claims against the Warehouse Keeper shall lapse upon failure to comply with the notice period pursuant to Section 11.8, unless longer notice periods have been agreed. The Warehouse Keeper shall fulfill its obligation with the due diligence of a prudent warehouse keeper.

## **12. Payment agreements, lien**

12.1 Invoices are due for payment immediately. Default of payment shall occur, without the need for a reminder or other requirements, no later than 10 days after receipt of the invoices.

12.2 The customer must reimburse FineArtTravel GmbH in full for all fees and or surcharges incurred for payment transactions. This applies in particular to the fees of all external payment service providers such as Klarna, PayPal, etc.

12.3 The same applies to fees arising from credit card payments.

12.4 Upon request, the customer shall immediately exempt FineArtTravel GmbH from freight claims, general average contributions or contributions, customs duties, taxes and other levies imposed on FineArtTravel GmbH, in particular as the authorised party or as the owner of third-party goods.

12.5 FineArtTravel GmbH has a lien and right of retention on the goods or other values in its power of disposal due to all due and not due claims from the services subject to this agreement to the customer. The right of lien also extends to the accompanying documents. If the customer is in default, FineArtTravel GmbH may sell as much of the goods and values in its possession as it deems necessary for satisfaction without further formalities after issuing a warning of sale. The informal sale can also take place if the client cannot be identified despite investigations carried out. FineArtTravel GmbH may charge the customary sales commission on the gross proceeds for the sale by pledge or self-help sale.

### **13. Final agreements**

- 13.1 These General Terms and Conditions and the entire legal relationship between the client, recipient or claimant shall be governed by German law.
- 13.2 If the client is a registered trader within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law and a private individual, the registered office of FineArtTravel GmbH is the place of fulfilment and the court in whose district the company is located is exclusively responsible for all disputes arising directly or indirectly from the contractual relationship.
- 13.3 This agreement on the place of jurisdiction also applies to traders and private individuals if their registered office or registered address is abroad.
- 13.4 Deviations from the General Terms and Conditions must be made in writing. The written form requirement can only be waived in writing.

Reppenstedt, November 2024