

## TERMS AND CONDITIONS — PLEASE READ CAREFULLY

### 1. DEFINITIONS AND ABBREVIATIONS:

"ACLA", "the Carrier" or "the carrier": ACLA, LLC and its employees.  
"BOL": "Bill of Lading": A contract representative of an order for ACLA to perform transportation, packing and/or any other Services. This document is a Bill of Lading.  
"Consignee" or "consignee": Persons or parties who receive freight from ACLA.  
"Client" or "client": Persons, parties or organizations who request ACLA to perform any Services.  
"Freight" or "freight": "Goods" or "goods": Items in whole or in part (in packed or unpacked state) that are tendered to ACLA for transportation or other Services, and subject to the terms and limitation of liability set forth in this BOL.  
"PBS": Packed by shipper, contents and content's condition are unknown to ACLA.  
"Services" or "services": All art related services, including but not limited to carriage, packing, crating, art handling, installations, de-installation, storage, temporary storage, rolling, folding, stretching, framing, unframing, rigging, manufacture, repair and modification of crates, travel frames, and other containers, handling and removal of goods and artworks from walls, mounting and removal of goods and artworks, lifting and removal of goods and artworks into or out of any location, inventory management, conservation, fabrication of cleats and other hardware for installations and or transport, or handling of goods and artworks, inspections, and or condition notes.  
"Shipper", "shipper", "Consignor" or "consignor": Persons or parties who consign goods to ACLA for transport, packing and/or related services.

### 2. LIMITATIONS OF LIABILITY:

A. The maximum liability of Carrier and or ACLA for loss or damage to goods including those relating to or caused by Carrier and or ACLA's (i) negligence, wrongful acts or omissions and/or (ii) acts or omissions with respect to the construction of a crate or other container for the goods, is limited to the lesser of \$0.60 per pound per item as determined by the actual weight of unwrapped goods or \$100.00 per item unless the Shipper shall declare a greater value where indicated on the front page of this BOL pursuant to a schedule of charges furnished by Carrier and or ACLA at the time this BOL is issued. In no event shall ACLA's Limitation of Liability exceed the actual loss or damage. Should any claim in an amount in excess of the foregoing limits of liability be asserted against Carrier and or ACLA by a third party for loss or damage to freight handled by Carrier and or ACLA, the shipper, consignee, and client agree to, jointly and severally, indemnify and hold Carrier and or ACLA harmless as against any such claim. This provision shall be in full force irrespective of the cause of such loss or damage, including ACLA's negligence. 49 U.S.C. Section 14706 may be applicable.

B. The maximum liability of ACLA to Client, Consignor and or Consignee for loss or damage to any goods, artworks, or property during its performance of any Services, even if such loss or damage is caused by the negligence, wrongful acts, or omissions of ACLA, shall be limited to the lesser of \$0.60 per pound per item or \$100.00 per item unless Client, Consignor, and or Consignee shall declare a greater value where indicated on the front page of this BOL pursuant to a schedule of charges furnished by ACLA at the time this BOL is issued. In no event shall ACLA's Limitation of Liability exceed the actual loss or damage.

C. The foregoing limitations of liability in this BOL shall also extend to items damaged inside a client, shipper or consignee's premises or place of business even if caused by the negligence of ACLA.

### 3. CONSEQUENTIAL DAMAGES:

ACLA shall not be responsible for and shall be exempt from liability for indirect, incidental, consequential, exemplary or special damages.

### 4. CLAIMS:

Claims (the "Claim") for loss or damage to goods must be made in writing to ACLA within nine (9) months of the date of delivery of goods by Carrier and or ACLA to Consignee (or if there has not been delivery, within nine (9) months from a reasonable time for delivery). No legal action or proceeding may be commenced by consignor of goods, shipper or consignee or anyone claiming through them against Carrier and or ACLA unless the Claim has been timely filed with Carrier and or ACLA and such action or proceeding is commenced within the expiration of two (2) years and one (1) day after Carrier and or ACLA gives written notice that the Claim and or any part of the Claim has been disallowed. ACLA reserves the right to inspect all items and wrapping materials that are being made subject to a claim. As a condition precedent for a claim, the consignee must retain the goods in the original container(s) and/or materials and to make such goods and materials available to ACLA or ACLA's insurance company for inspection upon ACLA's or its insurance company's demand.

### 5. JURISDICTION AND COSTS OF SUIT:

Claims against Carrier and or ACLA shall be instituted only in the City and County of Los Angeles in the State of California, the Courts of which shall have exclusive jurisdiction over all such matters. The prevailing party shall pay all the costs of collection and or litigation relating to this BOL including reasonable attorney's fees.

### 6. EXCLUSIONS:

A. ACLA shall not be liable to Customers or consignees, and Customers and consignees release ACLA from any and all liability and responsibility for physical damage, loss or loss due to delay for items of freight listed below:

- Items improperly or inadequately packed or mislabeled by the shipper and or Client.
- Items containing internal damage or concealed breakage; glass and ceramic with existing cracks or other damage.
- Items of inherent vice or weakness due to poor craftsmanship in fabrication.
- Items containing internal mechanics or instrumentation.
- Items with waxen, resinous, or viscous surface area (whether they are in wet, semi-dry or hardened state).
- Uncured and/or not thoroughly dry paintings; uncured and/or unset varnish applied to furniture.
- Items with directional orientation to which the shipper and or Client does not affix descriptive arrows in advance.
- Items shipped or otherwise handled unwrapped at the stated request of shipper.
- Damaged or excessively worn antique items in disrepair, items exhibiting prior repairs, damage, or breakage.

In relation to any subjective terms as used above ("improperly", "inadequately packed" mislabeled", "inherent vice", "weakness", "excessively worn", etc.) it is understood and agreed that ACLA shall have the sole and exclusive right, to define and interpret such terms provided such definitions are reasonably and commonly acceptable in ACLA's industry and as applied against common and previous occurrences in the normal course of packing and shipping.

### 7. JEWELRY AND SPECIE:

ACLA will not transport and or perform any services relating to currency, specie, precious stones, jewelry, or negotiable documents without ACLA's knowledge and consent. Nevertheless, ACLA's liability for loss or damage to such items, regardless of whether or not such loss is sustained during the performance of any services and or resulting from ACLA's negligence, will be subject to the limitation of liability set forth in this BOL as stated above.

### 8. EXCLUDED ITEMS:

ACLA will not transport and or perform any services with regard to the following items, under any circumstances without ACLA's knowledge and consent, and such items are collectively referred to as "dangerous goods":

- Contraband or illegal substances; firearms or ammunition.
- Explosive, chemical, noxious or dangerous goods.
- Livestock, plants, biological or hazardous goods.

The act of consigning dangerous goods to ACLA which are disguised by the client and or shipper, acting with or without knowledge of the client, shall entitle ACLA to recover any and all costs and expenses for fines, penalties, legal fees, or other damage to ACLA, its equipment and/or personal injury and compensation to ACLA employees. The customer also shall be liable for and indemnify and hold harmless ACLA from and against all loss or damage to other property or persons caused by said dangerous goods. ACLA is at liberty to dispose of any items consigned with or associated with said dangerous goods at any time and place deemed appropriate by ACLA with disposal charges billable to the

customer, who shall promptly pay the same.

### 9. INSURANCE:

A. ACLA does not automatically provide insurance for goods and or relating to any services. Insurance may be purchased for a premium based on the value of goods, which will be added to the cost of ACLA's services. Values must appear on the face of this BOL and may only be entered by employees of ACLA. Declared values may not be altered once freight has been received for transport and or services have been commenced unless ACLA issues written consent for such alteration. If insurance is purchased, condition inspections and notes will be required prior to policy issuance and thereafter at all points of interim and final destination, all at Client's expense. Client will also have to sign documentation confirming insurance request.

B. ACLA reserves the right to inspect all goods and property for which insurance is requested and determine, in its sole and absolute discretion whether additional wrapping and packing may be necessary or desirable. ACLA employees shall be at liberty and have the right to effect additional wrapping and packing on such items, even in the event that such services were not originally requested. Additional charges incurred for or associated with such additional wrapping and packing shall be the responsibility of and paid for by Client.

C. Insurance only covers goods and does not cover the costs of packing, crates, containers or shipping charges.

D. ACLA shall not be responsible to substantiate values of goods in transit; nor is ACLA responsible to provide proof of origin or authenticate in any way such goods in transit regardless of the description listed on the face of this BOL. Insurance coverage will be voided if customers over-value goods or otherwise insure goods in transit in excess of their fair market values. The responsibility for providing documented proof of value in a claim shall rest entirely with the client. By failing to provide such proof, the client hereby releases ACLA's insurance company to adjust claims to any fair market value as determined by ACLA's insurance company in its sole and absolute discretion.

E. Groups or multiple items consigned for insured transport and or other services must be individually itemized, and a separate value ascribed to each item.

F. ACLA shall not affect insurance coverage if client declines or refuses to have goods inspected.

### 10. WAIVER OF SUBROGATION:

Client, Shipper, Consignee and Consignor, hereby waive any and all right of recovery against ACLA for loss and or damage to goods, persons and or property resulting during the course of ACLA's performance of Services to the extent such loss and or damage is covered by insurance. This waiver of subrogation shall be in addition to, and not in limitation or derogation of, any other waiver, release, or limitation of liability contained in this BOL with respect to any loss of, or damage to goods, persons and or property. Inasmuch as the above waiver will preclude the assignment of any aforesaid claim for loss of, or damage to goods, persons and property by way of subrogation to an insurance company, Client, Shipper, Consignee and Consignor agree to immediately furnish their insurers with written notice of the terms of said waiver, and to have all applicable insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waiver of subrogation. Client, Shipper, Consignee and Consignor shall furnish ACLA with all applicable insurance policies on request.

### 11. INDEMNITY:

Should any claim in an amount in excess of the foregoing limitation of liability set forth in this BOL be asserted against ACLA by a third party for loss or damage to goods incurred during the course of ACLA's performance of services or otherwise, client shall indemnify and hold ACLA harmless as against any such claim, including reasonable costs, expenses and attorney's fees. This provision shall be in force and effect regardless of the cause of such loss or damage, and shall include, but not be limited to, claims arising out of ACLA's negligence.

### 12. LEGAL FEES FOR MODIFICATIONS OR REVIEW:

Should Client, Consignor, and or Consignee request ACLA to make any modifications to any agreement and or review or sign additional agreements and or terms which necessitate ACLA to consult with legal counsel, Client agrees to pay ACLA's attorneys fees.

### 13. BILLS OF LADING:

A. Only ACLA employees may alter the front of ACLA BOLs. In the event that any third party, including but not limited to shipper, consignor, consignee, or client alters the front of an ACLA BOL by making written additions or omissions, without the express written permission of ACLA, such alterations shall be deemed void. All terms set forth on the back of this BOL are binding and cannot be modified, altered or waived by any person including ACLA employees, save for officers of ACLA, and then only in writing and when signed by such an ACLA officer.

B. ACLA retains the right to prepare other BOLs and addenda as necessary to sufficiently describe freight in transit.

C. If ACLA deems it necessary or desirable to depart from client's instructions in relation to any services, then ACLA shall be at liberty to do so. ACLA shall be at liberty to execute any new BOL information or instructions it shall deem necessary in the interest of the safe performance of services.

D. Description(s). The description, representation, particulars and/or itemization relating to the goods (collectively, the "Description(s)") supplied by Client to ACLA and any other Description(s) appearing on the (i) container, crate or other packaging, (ii) the goods themselves and/or (iii) other documents relating thereto, have been furnished by the Client to ACLA without verification by ACLA; Client warrants and represents to ACLA and its affiliates, that the Description(s) set forth including, but not limited to, weight, content, measure, quantity, quality, condition, marks, numbers and value are true and correct.

### 14. USE OF OTHER CARRIERS:

A. ACLA may engage other carriers at ACLA's sole discretion subject to the terms, conditions, and limitations of liability contained in this BOL.; Should another carrier become the consignee, the liability of ACLA shall terminate effective at the time of consignee's receipt and signature. It is understood that ACLA's receipt of another party and or carrier's BOL or receipt ticket constitutes an agreement between ACLA and client to release goods to that other party and or carrier and for client to be then governed by said other party and or carrier's terms and conditions as set forth on such other party and or carrier's BOL or receipt ticket. ACLA shall not be liable to review other party and or carrier's terms and conditions and ACLA, its agents, servants and employees, shall be released and discharged from all liability under this BOL.

### 15. SUBCONTRACTORS:

ACLA may engage subcontractors at ACLA's sole discretion for the performance of any services subject to the terms, conditions, and limitations of liability contained in this BOL.

### 16. RATE APPLICATION, PAYMENT TERMS, COSTS, FEES and EXPENSES:

A. Estimates and quotations are issued on the basis of immediate acceptance; ACLA maintains and reserves the right to withdraw or revise without prior notice any estimate, whether issued verbally or in writing, should any changes occur in regard to the rate of freight, insurance premium, or any other charges that are applicable to the goods and services. Services required to be performed on weekends, holidays and other than usual business hours as well as those requiring specialized labor or overnight accommodations will be invoiced pursuant to a separate rate schedule maintained by ACLA.

B. Payment is due upon presentation of invoice unless otherwise agreed to in writing. Invoices that are past due more than thirty (30) days are subject to a 1.5% per month service charge.

C. No claims for loss or damage will be entertained until all of ACLA's charges have been paid in full. The amount of the claim may not be deducted from the total due and payable charges.

D. All goods and or artworks delivered to ACLA shall be held pursuant to the terms and provisions contained above, including but not limited to the limitations of liability (and also pursuant to the terms and conditions contained in the ACLA Storage Agreement), and subject to payment of all storage fees at ACLA's then current prevailing rates.