

Purchaser Shipping Instruction Form • Shanghai

Please contact the Post Sale Department at +86 21 6355 1766 for questions regarding shipping.
Please return this signed form via email to PostSaleAsia@Christies.com or via fax to +86 21 6355 1767.

Sale and Lot Numbers

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SHIPMENT DESTINATION

Account Name Account Number

Recipient Name Recipient Phone

Shipping Address

City, State / Province Post / Zip Code Country

Client Phone Client Email

LOSS AND DAMAGE LIABILITY COVERAGE

Please indicate if you would like us to provide (at an additional cost):

Please provide coverage for my property
Coverage is for purchase price, incl. premium

Please do NOT cover my property
I have my own insurance

ADDITIONAL HANDLING SERVICES

Please indicate if you would like us to provide (at an additional cost):

unpacking

crate removal

remove and discard frame and glass
Christie's Loss and Damage Liability does not cover frames or glass

SPECIAL DELIVERY INSTRUCTIONS

Please use the following lines to inform us if your delivery address has any special requirements (Ex. stairs, narrow driveways, etc.)

CHRISTIE'S TERMS AND CONDITIONS FOR SHIPPING

Christie's Auction (Shanghai) Co. Ltd. ("Christie's") agrees to ship your property, as described by sale and lot number on the front side of this Shipping Authorization Form (the "Property") subject to the following terms and conditions:

1. Christie's will not pack and ship the Property, or accept liability for physical loss of or damage to the Property, until payment in full of the purchase price for the Property, including buyer's premium, any applicable VAT or withholding tax and any other applicable taxes, has been received and accepted in good, cleared funds by Christie's.
2. You agree that Christie's liability for any loss or damage to the Property shall be limited according to the following terms:

A) FOR BUYERS:

- i. Unless you indicate otherwise on the front side of this Shipping Authorization Form, Christie's will automatically accept liability for physical loss of, or damage to, the Property, on and subject to conditions which are available for inspection at Christie's offices and which Christie's may vary from time to time, which terms and conditions are deemed to be incorporated in full into this document. Christie's liability is also limited to the total of the hammer price, buyer's premium and any taxes or VAT paid.
- ii. Such liability as we accept in respect of the Property shall commence from the time of collection from any Christie's site and shall cease on delivery to your premises.
- iii. To justify accepting such liability for the Property we will make a charge as indicated on the front side of this Shipping Authorization Form.
- iv. If you have instructed us that you do not wish us to accept liability as described in paragraph (i) above, the Property will remain at your risk at all times. You accept that, in such circumstances, we shall not be liable for any physical loss of, or damage to, the Property. Even if, despite the terms of this paragraph, Christie's is found to be liable for any loss of or damage to the Property, that liability shall not exceed, RMB500,000 or the market value of the Property, if lower.

B) FOR CONSIGNORS:

- i. If under the Consignment Agreement entered into between you and Christie's, Christie's has agreed to accept liability for physical loss of or damage to the Property then that agreement will apply subject to the limitations contained or referred to in the Consignment Agreement.
- ii. If you elected not to accept Christie's liability at the time of your consignment of the Property to Christie's, you are responsible for arranging insurance to cover transit of the Property to you. In these circumstances Christie's shall have no liability to you whatsoever resulting from loss of or damage to your Property. Even if, despite the terms of this paragraph, Christie's is found to be liable for any loss of or damage to your Property, that liability shall not exceed RMB500,000 or the market value of the Property, if lower.

C) FOR BUYERS AND CONSIGNORS:

- i. Any and all claims regarding loss of or damage to the Property must be made in writing not later than the time of delivery in the case of apparent loss or damage and within three days of delivery (Sundays and public holidays excepted) in the case of loss or damage which is not apparent. The contents must be retained in the original container(s) for inspection by Christie's and/or its agent. In order for your claim to be processed, you will be required to provide clear photographs of the Property as delivered to you, any documentation related to the shipment of such Property, and any other information reasonably requested by Christie's and/or its insurers or agents. Claims not made by the time or within the period stated above shall be deemed waived by you.
 - ii. Christie's shall not be liable for any special, consequential or incidental damages whether or not Christie's had knowledge that such damages might be incurred.
 - iii. No claims with respect to shipment will be entertained until all charges have been paid in full.
 - iv. If you have instructed us that you do not wish us to accept liability as describe in paragraph 2 (a) (i) above, you will indemnify and hold harmless Christie's from and against any and all losses, damages, liabilities, and claims and all fees costs and expenses of any kind related thereto (including legal fees), arising out of, based upon, or resulting from any claim asserted against Christie's by a third party for loss of or damage to Property, irrespective of the cause of such loss or damage, including negligence.
3. Christie's shall have the right to subcontract with other parties in order to fulfill its obligations under these Terms and Conditions.
 4. These Terms and Conditions constitute the entire agreement and understanding between the parties with respect to the shipment of the Property contemplated on the front side of this Shipping Authorization Form and supersede all prior agreements relating to the shipment of the Property.
 5. No agent, representative or employee of any party with which Christie's subcontracts in order to carry out its obligations under these Terms and Conditions has authority to alter, amend, modify or waive any provision contained herein.
 6. If any part of these Terms and Conditions for Shipping is found by any court to be invalid, illegal or unenforceable, that part shall be discounted and the rest of this agreement shall continue to be valid and enforceable to the fullest extent permitted by law
 7. The rights and obligations of the parties with respect to these Terms and Conditions for Shipping shall be governed by and constructed in accordance with the laws of the People of Republic of China. In the event of any dispute hereunder the parties hereby consent to the exclusive jurisdiction of the courts of Shanghai.