

Terms and Conditions for Shipping

Christie Inc. ("Christie's") agrees to ship your property, as described by sale and lot number or such other designation on the Shipping Quote Acceptance Form, (the "Property") subject to the following Terms and Conditions:

1. If the Property has been purchased at an auction or private sale conducted by Christie's, 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 and any other applicable taxes, has been received and accepted in good, cleared funds by Christie's.
 2. At your request, Christie's can arrange for installation services of the Property at the time of delivery of the Property, to be performed by the shipper for a fee. Christie's assumes no liability to any property besides the Property described on the Shipping Quote Acceptance Form, and any liability regarding the installation of the Property is limited as set forth in Section 3 below.
 3. You agree that Christie's liability for any loss or damage to the Property shall be limited according to the following terms:
 - A) For Buyer:
 - i. With Christie's Loss and Damage Liability, Christie's will automatically accept liability for physical loss of, or damage to, the Property, on and subject to the terms and conditions which are available for inspection at Christie's offices or on our website at <http://www.christies.com>, which Christie's may vary from time to time, and which are deemed to be incorporated in full into this document. Christie's liability is also limited to the total of the hammer price and the buyer's premium.
 - 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 upon either (i) delivery to you or your agent if Christie's is not arranging installation services, or (ii) the completion of the installation by the shipper.
 - iii. To justify accepting such liability for the Property we will make a charge as indicated on the Shipping Quote Acceptance Form.
 - B) Buyer's claims:
 - 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.
- Notice advising of the loss or damage should be sent via e-mail to our Post-Sale Services general mailbox at PostSaleUS@Christies.com. 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.
4. Christie's shall have the right to subcontract with other parties in order to fulfill its obligations under these Terms and Conditions.
 5. These Terms and Conditions constitute the entire agreement and understanding between the parties with respect to the shipment and installation of the Property contemplated on the Shipping Quote Acceptance Form and supersede all prior agreements relating to the shipment and installation of the Property.
 6. 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 the authority to alter, amend, modify or waive any provision contained herein.
 7. 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.
 8. The rights and obligations of the parties with respect to these Terms and Conditions shall be governed by and construed in accordance with the laws of the State of New York. In the event of any dispute hereunder the parties hereby consent to the exclusive jurisdiction of the courts of Federal District Court for the Southern District of New York or in a state court in New York County, New York and the laws of the State of New York. In the event of any dispute hereunder the parties hereby consent to the exclusive jurisdiction of the courts of Federal District Court for the Southern District of New York or in a state court in New York County, New York.