

## General Terms and Conditions – Artworks

### Preamble

The General Terms and Conditions for Artworks take into account customary practices regarding the forwarding, transport and handling of art and antiques, objects shown in exhibitions, collections and related objects of that kind (hereinafter referred to collectively as “artworks”). Unless otherwise indicated, these General Terms and Conditions for Artworks shall also apply for contracts entered into with consumers (non-commercial parties). Insofar as the contracting parties are not consumers, the General Terms and Conditions for Artworks shall also apply for future contracts without further express agreement.

### 1. Scope of application

**1.1** The General Terms and Conditions for Artworks shall apply to services of all kind in connection with the handling of artworks, irrespective of whether they concern forwarding, freight, storage or other activities that usually are associated with the art business. This includes for example agreements, also in the form of separate contracts for hanging up and taking down pictures, installing and dismantling other artworks, wrapping, loading, stowing, transport, unloading and storing artworks, for levying amounts to be collected on delivery, for customs clearance, for courier services or for arranging transport and property insurance coverage.

### 2. Information supplied by the Client

**2.1** The Client shall inform DB Schenker in writing at the time of the order about addresses, numbers, amount, kind and content of the artworks, size, weight, characteristics and the fair market value of the artworks to be handled as well as about the available space and facilities at the place of collection and destination.

**2.2** The Client shall be liable for any incorrect information or omissions, even if not based on any negligence on his/her side, unless the incorrectness was obvious and/or known to DB Schenker at the time at which the order was placed. DB Schenker shall not be liable for any damage caused by the failure of the Client to provide correct or complete information.

### 3. Liability

**3.1** DB Schenker shall be liable for **loss of or damage to the goods** (Güterschäden - i.e. loss of or damage to an artwork to which the contract relates), **consequential damages** (Güterfolgeschäden - i.e. losses resulting from a damage to the good), and **pure financial losses** (reine Vermögensschäden - i.e. damages that do not relate to any damage of goods or any other damage of such kind unless DB Schenker or any third parties instructed by it have acted negligently). **In case of transport by road, plane, railway, inland cargo ship or ocean shipping, DB Schenker shall be liable in accordance with the regulations applicable for the type of transportation in question insofar as such regulations are mandatory.** (CMR, Montreal Convention, Warsaw Convention, CIM, CMNI, Haager Visby Rules)

**3.2** In the case of foreign orders (i.e. outside Germany), DB Schenker shall be authorized to negotiate the standard terms and conditions of its foreign subcontractors. **If and insofar as any damage is caused by a foreign service provider, DB Schenker shall only be liable according to the terms and conditions agreed upon with these foreign subcontractors or mandatory legal provisions.** DB Schenker shall only be liable to a further extent if the damage results from a failure on the part of DB Schenker to exercise duty of care.

**3.3** The parties shall agree that all activities apart from the actual transport of the artworks themselves - such as hanging up and taking down pictures, installing and dismantling special artworks, packing, etc. (hereinafter referred to as “ancillary work”) - shall be governed in accordance with the law on contracts for work and services. DB Schenker’s liability or that of its subcontractors or vicarious agents shall, with regard to the performance of ancillary work, be excluded in cases of simple negligence, insofar as this does not constitute a breach of a cardinal obligation. In these cases, liability shall be limited in amount to typical, foreseeable damages that can be insured against. In the case of injury to life, limb or health, liability shall not be limited either in terms of scope or amount.

**3.4** The parties shall agree that, in the event that specific subcontractors are deployed at the insistence of the Client, the liability shall be limited to the liability indicated for these subcontractors in their own General Terms and Conditions.

### 4. Exclusion of liability

DB Schenker shall not be liable - irrespective of legal grounds - if the damage results from instructions given by the Client or a third party authorized to act on behalf of the Client, or resulting from circumstances which could not be avoided by DB Schenker observing the diligence of a prudent businessperson.

### 5. Liability restrictions

Unless stipulated otherwise by mandatory legal provisions (e.g. section 3.1(2) of the General Terms and Conditions for Artworks), DB Schenker shall - irrespective of legal grounds - be liable as follows:

**5.1** Liability for damages to the goods (Güterschäden - shall be limited to 8.33 special drawing rights per gross kilogram of the damaged or lost object (section 431 of the German Commercial Code - HGB), but no more than €2,000 per object.

**5.2** To the exclusion of any further claims for damages, DB Schenker shall compensate the Customer for any loss proved, if DB Schenker fails to meet the agreed deadline for delivery, such compensation, however, being limited to the consideration agreed upon in the contract.

**5.3** Liability for **consequential damages** pure financial losses other than those described in section 5.2 of these General Terms and Conditions for Artworks shall be limited to three times the amount payable for the loss of the goods (section 433 HGB) or, in the case of cash-on-delivery, the amount to be collected.

**5.4** In any case, liability - irrespective of legal grounds - shall be limited to the value of the damaged object, as indicated by the Client.

**5.5** Against additional insurance premium, the Client may agree in writing on higher maximum amounts than those described in sections 5.1 to 5.4 of these General Terms and Conditions for Artworks. If so stipulated in writing, DB Schenker shall obtain insurance coverage for the objects, e.g. covering transport or storage, but only based on a written order from the Client indicating the amount to be insured and the risks to be covered. In cases of doubt, DB Schenker shall, exercising reasonable discretion, decide on the kind and extent of insurance and shall enter into the insurance agreement at standard market conditions in return for a special consideration and reimbursement of expenses.

**5.6** The liability provisions set out under sections 3, 4 and 5 of these General Terms and Conditions for Artworks shall apply to any claim against DB Schenker that forms part of the Client’s contract with DB Schenker, irrespective of the legal grounds on which the claim is based. These provisions can also be invoked by DB Schenker’s employees and by persons for whom DB Schenker is liable, unless they have caused the damage intentionally or by gross negligence. The limitations of liability

shall not apply if the damage has been caused intentionally or due to gross negligence by any persons instructed by DB Schenker acting in a senior position and/or due to an intentional or grossly negligent violation of integral contractual obligations; intent or gross negligence must be proven by the claimant. The provision set out under section 5.6 does not constitute an agreement for alternative maximum liability sums as defined under section 25 of the Montreal Agreement.

**5.7** The Client shall hold DB Schenker harmless of third-party claims brought against DB Schenker which are based on any act violating the terms of contract or omission on the part of the Client.

### 6. Delivery/complaints

**6.1** If the Client is a businessperson and unless other provisions have been agreed in writing, any delivery with the effect of full discharge can be made by handing over the goods to an adult person (or a person who appears to be of legal age) belonging to the business or the household of the recipient and who is present at the recipient’s premises or at such other premises as agreed upon, unless there are doubts as to whether said person is authorized to take receipt of said goods.

**6.2** In the event of externally visible damage to the object or if the volume or amount is not correct, the recipient shall indicate this accordingly on the freight documents. In the event of externally invisible damages, the recipient shall notify DB Schenker of these in writing without delay, i.e. no later than seven days after delivery.

### 7. Terms of payment, right of lien, statutory limitation

**7.1** Invoices shall be due immediately.

**7.2** Upon request, the Client shall immediately hold DB Schenker harmless of all freight charges, general average deposits, tariffs, taxes and other expenses that are charged to DB Schenker as agent for or possessor of the goods owned by third parties.

**7.3** Rights of lien and retention on the part of DB Schenker shall be in accordance with the statutory regulations.

**7.4** Statutory regulations shall apply with regard to statutory limitation. Accordingly, any claims under transport law shall become statute-barred within one year. In the event that the services performed come under the law on contracts for work and services, claims shall become statute-barred within three years as of the end of the year in which the claim arose and the claimant became aware of this.

### 8. Compliance

In the event that the services or parts thereof contemplated are prohibited under any laws or regulations, including but not limited to US-law, law of the European Union or national laws, including but not limited to laws and regulations relating to the fight against terrorism and embargos, DB Schenker is at its sole discretion entitled to partially or fully cancel the service at any time, without prior notice and without incurring any liability to CUSTOMER whatsoever.

### 9. Final provisions

**9.1** The laws of the Federal Republic of Germany shall apply. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.

**9.2** In the absence of mandatory legal provisions to the contrary, the place of jurisdiction and place of fulfillment shall be the location of the DB Schenker office that received the order. In cases in which the Client is a private person, his or her place of residence shall be the place of jurisdiction.

**9.3** Any agreements, amendments, additions or ancillary understandings shall be set out in writing. This shall also apply for an agreement with which this written form clause is to be revoked either completely or in part.

**9.4** Should one of the above clauses prove to be invalid, this shall not affect the remaining provisions for these General Terms and Conditions for Artworks or any other individual provision. In this case, the parties shall endeavor to replace the invalid clause with another clause that most closely approximates the original commercial and legal intent of the invalid clause.

**9.5** Should a gap come to light in the General Terms and Conditions for Artworks or an individual provision, the parties shall close this gap by adding a provision that they would have adopted if this gap had been detected at the time at which the contract was signed.

**10.** Both parties agree to fulfil the requirements of the applicable data protection regulations. The contractor obliges his employees comply with the relevant legal provisions for the protection of personal data and educates his employees to that effect. Both parties will pay special attention to the practical implementation in the case that data protection law contains special principles which are mandatory for the provision of the service (for example, compliance with the data protection-friendly implementation of technical requirements by Privacy by design or Privacy by default).

If the realization of a service provided by the contractor is associated with activities for which the conclusion of a processing contract in accordance with the applicable data protection provisions (for example within the meaning of Art. 28 of the General Data Protection Regulation (GDPR)) is required, such a contract must be negotiated and concluded between the parties.

In any case, personal data have to be treated confidentially by the contractor.

For more details on the handling with personal data by our Company, please visit our [data protection policy](#).