



Terms and Conditions

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PART 1
LIABILITY FOR DAMAGE OR LOSS OF PROPERTY

LIABILITY FOR DAMAGE OR LOSS OF PROPERTY

No matter how carefully packed and handled, your possessions will always be at greater risk of loss and damage when being transported or stored than when at rest, if loss or damage does occur the claim needs to be dealt with. To address this problem, we offer you flexible risk management arrangements which recognize and respond to your individual preferences; we do not impose a “one size fits all” arrangement unlike many other carriers.

Full Value Liability

Unless you request Full Value Protection in writing, declare the value of your consignment, and pay an additional amount, as described more fully below, your shipment will be transported under Our Released Value Liability level of liability. Under Full Value Protection, We accept full responsibility (subject to some terms and exclusions) for the cost of any replacement or repair arising from transportation or storage at a higher amount than Released Value Liability.

Full Value Protection is subject to specific terms and conditions and can be set to reflect the value of your consignment, as declared. Full Value Protection is still subject to some terms and exclusions. For further details, please refer to the Full Value Liability Terms section, which appears later in this contract.

Released Value Liability

In the interests of keeping your costs to a minimum, our standard “Released Value Liability” limits our liability to a maximum of 60 cents per pound weight, the actual value of your consignment, or \$100,000 (U.S.), whichever is less. Released Value Liability applies on all transportation services we render unless you opt for Full Value Protection pursuant to the terms of this Contract. You will be relying on your own insurance, if any, to cover your property beyond our liability limit, and if you contract with us on this basis and do not have adequate insurance cover in place you may not recover the full value if an item or items are lost or damaged in transit or in storage. You may have insurance through an independent insurer that provides you with coverage over your property while it is being transported or stored. However, you should check your policy carefully as some insurers say they cover you during transportation, shipping or storage but the coverage is often limited, with claims subject to deductibles and with the possibility of increased future premiums.

Note

Full Value Protection and Released Value Liability are not insurance agreements governed by State insurance laws but instead are contractual tariff levels of liability.

This introductory section is intended solely for the purpose of providing a general overview of available liability options offered by us. The terms of this section are not intended to have any legal effect, nor should they be deemed to modify, expand upon, or in any way impact the actual tariff provisions appearing below.

PART 2
MOVING AND SHIPPING CONTRACT TERMS & CONDITIONS

MOVING AND SHIPPING CONTRACT TERMS & CONDITIONS

This contract is made by and between Foxley Art and Design Services LLC and the Customer to whom our estimate has been issued. In consideration of the mutual promises set forth below, the parties hereby agree as follows:

1. Definitions

- 1.1. "Contract" or "Agreement" means this contract along with any estimate or bill of lading issued by Us pertaining to the transportation, storage or Storage-in-Transit of your cargo or goods.
- 1.2. "You" and/or "Your" mean the Customer as a party to this Contract and purchaser of Our Services.
- 1.3. "We", "Us", "Our", "Foxley", and/or "Foxley" mean Foxley Art and Design Services.
- 1.4. "The Work" means any transportation, shipping, storage, or related services which We may carry out under this contract.
- 1.5. "Storage-in-Transit" and "SIT" mean storage of Your Goods at or in Our facilities or warehouse pending further transportation or conversion to permanent storage.
- 1.6. "The Goods" means any moveable property subject to The Work.

2. Scope of the Contract, Express Waiver of Rights and Remedies Under Title 49 and Assignment

- 2.1. Pursuant to 49 U.S.C. § 14101(b), this is a contract for specified services provided under specified rates and conditions. The parties hereby expressly waive any and all rights and remedies under the Interstate Commerce Commission Termination Act and Interstate Commerce Act (the "Acts") as amended, and regulations promulgated thereunder, including Part B of Subtitle IV Interstate Transportation, 49 U.S.C. § 13101, et seq. including application of 49 U.S.C. § 14706. No Party shall challenge any provision of this Contract on the ground that any such provision or provisions violates the waived rights and remedies under the Acts.
- 2.2. The rights and liabilities of the parties are to be determined exclusively pursuant to the terms and conditions of this Contract. Liability and damages with respect to any claims for freight loss or damage shall be determined exclusively pursuant to the terms and conditions of this Contract.
- 2.3. By signing the estimate or placing the Goods with Us for transportation or storage, You agree to abide by and be bound by the terms set forth in this Contract, and represent and warrant that you have fully read the terms and conditions contained herein.
- 2.4. This contract is intended for the sole benefit of the signatories to this contract. Nothing contained in this Contract is intended or may be construed to give any person, firm, corporation or other entity, other than the signatories hereto, or their permitted successors or assigns, any legal or equitable right, remedy or claim under this Contract. We shall have no liability to any person or entity that is not a signatory to this Contract.
- 2.5. If You wish to assign or transfer any agreement with Us to a third party, You agree to provide Us with written notice at least 30 days prior to such assignment or transfer and to obtain our written consent. The notice shall provide Us the assignee's full name and address. In the event that We agree to the proposed assignment, Our Contract with You will remain in force until We confirm to You in writing that the assignment to the third party has been successfully completed. You shall remain liable for any amounts due and owing to Us prior to receipt of Our written confirmation. Any assignment that does not conform to the requirements of this paragraph shall be null and void. We shall likewise be permitted to assign any agreement with You upon Your written approval, which shall not be unreasonably withheld.

3. Our Estimate

- 3.1. Our estimate does not include insurance, and unless otherwise stated does not include customs duties, port charges including (but not limited to) demurrage, inspections, or any fees, or taxes payable to government bodies or agencies.
- 3.2. Our estimate is valid for Thirty days from the date of issue. Unless already included in Our estimate, reasonable additional charges will apply in the following circumstances:
 - 3.2.1. If the Work does not commence within Thirty days of acceptance;

- 3.2.2. Where We have given You a price including redelivery from store within Our estimate and the redelivery from store has not taken place within Ninety Days from the date of the issue of the estimate;
- 3.2.3. Our costs change because of currency fluctuations, changes in taxation, freight, fuel, ferry or toll charges beyond Our control;
- 3.2.4. The Work is carried out on a day other than a Working day or normal working hours (which are Monday to Friday 08.00-18.00 hours excluding Public Holidays) at Your request;
- 3.2.5. We have to collect or deliver The Goods at Your request there is no elevator;
- 3.2.6. If You or Your agents deliver to or collect from Our warehouse or have access to The Goods whilst they are in store;
- 3.2.7. We supply any additional services, including transportation or storing extra non-household goods (these conditions apply to such work);
- 3.2.8. The entrance or exit to the premises, stairs, lifts or doorways are inadequate for free movement of The Goods without mechanical equipment or structural alteration, or the approach road or drive is unsuitable for Our vehicles and/or containers to load and/or unload within 60 feet of the doorway;
- 3.2.9. We have to pay parking or other fees or charges in order to carry out The Work on Your behalf. For the purpose of this Contract parking fines for illegal parking are not fees or charges and You are not responsible for paying them unless You agree to provide or arrange parking for Us and then do not do so;
- 3.2.10. There are delays or events outside Our reasonable control which increase or extend the resources or time allowed to complete The Work.

4. Work not included in the Estimate & Impractical Operations

4.1. Unless agreed by Us in writing, We will not:

- 4.1.1. Dismantle or assemble consignments;
- 4.1.2. Disconnect, re-connect, dismantle or re-assemble appliances, fixtures, fittings or equipment;
- 4.1.3. Take up or lay fitted floor coverings;
- 4.1.4. Move items to or from a loft, unless properly lit and floored and safe access is provided;
- 4.1.5. Move or store any items excluded under Clause 6.

4.2. Our staff are not authorized or qualified to carry out the work described above in 4.1. We recommend that a properly qualified person is separately employed by You to carry out these services.

4.3. Nothing in this Tariff will require us to perform any services where, through no fault or neglect of Our own, the performance of such services is impracticable because:

- 4.3.1. Performance of such services or the conditions at the time of such performance are such that it would entail an unreasonable risk of loss or damage to life or property;
- 4.3.2. Our employees, contractors, or agents are prohibited or precluded from entering a premises where pickup or delivery is to be made, and such prohibition or preclusion is beyond Our control.
- 4.3.3. Any force majeure, including, but not limited to, hurricanes, flooding, tornados, war, riot, insurrection, civil disturbance, strike, picketing, or similar events that would subject the services to be rendered to unreasonable risk of loss or damage to life or property or unreasonably jeopardize the ability of the carrier to render transportation services.

4.3.4. We are unable to deliver all or part of Your Goods to their intended final destination because of any act or omission by You, the consignor, the consignee, and/or any other person or entity (specifically including but not limited to customs officials and other governmental authorities). Our liability as a carrier shall cease, and our liability as a warehouseman shall begin, immediately upon such refusal, rejection, or inability to deliver. We will use reasonable efforts to promptly provide You with notice of such events by telephonic or electronic communication means. Storage charges, pursuant to the terms set forth in this Agreement, shall commence the next business day following the notification or attempted notification.

At Our sole option, We may deposit Your Goods at or in Our warehouse or in a public warehouse or storage facility under Your name, the consignee's name, and/or shipper's name so that storage fees do not accrue against Us. Such storage will be at Your expense and without liability to the Us. We may designate any facility or warehouse to serve as Our agent for purposes of storage. You and the owner of the Goods, the shipper, and consignee shall be jointly and severally liable for the cost of the storage. The Goods shall be held subject to a lien for all freight and other lawful charges.

5. Your Responsibility

5.1. It will be Your responsibility to:

5.1.1. Arrange adequate insurance cover for The Goods against all insurable risks in the event that you opt for the Released Value Protection, as Our liability is limited under Clause 10. Similarly, except for Storage-in-Transit, as defined herein, You must arrange separate insurance for all goods that are stored with Us if You decline to purchase a higher level of storage liability, as our liability as a warehouseman is similarly limited;

5.1.2. Obtain at Your own expense, all documents, permits, permissions, licenses, and customs documents necessary for The Work to be completed (you may instruct us to do so for you at an additional charge);

5.1.3. Pay for any parking or meter suspension charges incurred by Us in carrying out The Work;

5.1.4. Be present or represented throughout the collection and delivery phases of The Work;

5.1.5. Where We provide You with inventories, receipts, waybills, job sheets or other relevant documents, You will ensure that they are signed by You or Your authorized representative as confirmation of collection or delivery of The Goods;

5.1.6. Take all reasonable steps to ensure that nothing that should be removed is left behind and nothing is taken away in error;

5.1.7. Arrange proper protection for any of The Goods left in unoccupied or unattended premises, or where other people such as (but not limited to) tenants or contractors are, or will be, present;

5.1.8. Prepare adequately and stabilize all appliances or electronic equipment prior to their being transported;

5.1.9. Empty, properly defrost and clean refrigerators and deep freezers. We are not responsible for the contents;

5.1.10. Ensure that all domestic and garden appliances, including but not limited to washing machines, dish washers, hose pipes, petrol lawn mowers are clean and dry and have no residual fluid left in them;

5.1.11. Ensure that no children, pets or contractors (other than Us) are present at the work site when We are present and engaged in the Work, or, if present, that they are kept clear of all Our Work areas; We will not be liable for injury or escape under any circumstances and may charge extra for any delay caused to Us by their presence;

5.1.12. Provide Us with a correct and up-to-date contact address, email address and telephone number during The Work;

5.1.13. Declare to Us, in writing, the actual value of The Goods if you do not wish for Your Goods to be transported under the Released Value terms appearing in Clause 10.

5.2. We will not be liable for any loss or damage, costs or additional charges that may arise from Your failure to perform these responsibilities.

5.3. You agree to fully indemnify and pay Us with respect to any claim for damages and/or costs including but not limited to attorney's fees and costs of suit, if any, brought against Us or that We incur as a result of Your failure to perform these responsibilities.

6. Goods Not to be Submitted for Transportation or Storage

6.1. Unless previously agreed in writing by a director, the following items must not be submitted and will not be accepted for The Work. The items listed under 6.1.1 below may present risks to health and safety and of fire. Items listed under 6.1.2 to 6.1.8 below carry other risks and You should make separate arrangements for their transport and storage.

6.1.1. Prohibited or stolen goods, drugs, pornographic material, potentially dangerous, damaging or explosive items, including gas bottles, aerosols, paints, firearms and ammunition.

6.1.2. Jewelry, watches, trinkets, precious stones or metals, money, deeds, securities, tickets, stamps, coins, or goods or collections of any similar kind.

6.1.3. Goods likely to encourage vermin or other pests or to cause infestation or contamination.

6.1.4. Food, drink (including wines & spirits) and perishable items and/or items requiring a controlled environment.

6.1.5. Any animals, birds, fish, reptiles or plants.

6.1.6. Goods which require special license or government permission for export or import.

6.1.7. Any item weighing more than 400 pounds and not specifically mentioned and agreed to in Our estimate. 6.2.

If You submit such goods without Our prior written approval, We will make them available for Your collection, and if You do not collect them within a reasonable time, You hereby authorize us to dispose of them and agree to

pay Us any charges, expenses, damages, legal costs or penalties reasonably incurred by Us in doing so. We will not be liable for any loss or damage, costs or additional charges that may arise as a result of improper goods being submitted without proper approval. You also agree to fully indemnify and pay Us with respect to any and all damages and/or costs that We may incur, including but not limited to attorney's fees and costs of suit, arising out of or related to Your submission of such goods without Our written approval.

6.3. We shall notify You in writing as soon as practicable if any of The Goods are, in Our opinion, hazardous to health, dirty or unhygienic, or likely to attract vermin or pests and under what conditions We would be prepared to accept such Goods or whether We refuse to accept them. Should We refuse to accept these goods, We will have no liability to You. You also agree to fully indemnify and pay Us with respect to any and all damages and/or costs that We may incur, including but not limited to attorney's fees and costs of suit, arising out of or related to Your submission of such goods without Our written approval.

7. Ownership of The Goods

7.1. By entering into this Contract, You guarantee that:

7.1.1. The Goods are Your own property free of any legal charge; or

7.1.2. You have the full authority of the owner of The Goods or anyone having a legal interest in them to enter into this Contract and You have made the owner or anyone having a legal interest in them fully aware of these terms and conditions prior to entering into this Contract and that they have agreed to them.

7.2. If at any time following the implementation of this Contract up to its termination another person has or obtains an interest in The Goods or any of them You will advise Us of their name and address in writing immediately.

7.3. You agree to fully indemnify and pay Us with respect to any claim for damages and/or costs including but not limited to attorneys' fees and costs of suit, if any, brought against Us or that We incur if either statement made in 7.1.1 or 7.1.2 is untrue.

8. Postponement Or Cancellation Of Work

8.1. You agree to pay Us under the fee structure set forth below if you postpone or cancel The Work, and if notice of the postponement or cancellation is received by Us:

8.1.1. If less than Seventy Two Hours before scheduled commencement of The Work, a sum representing 50% of the charges; or

8.1.2. If less than Twelve Hours before scheduled commencement of The Work, a sum representing 100% of the charges.

8.2. We may, at Our discretion, waive part or all of the above fee if We are able to replace the cancelled or postponed Work with other work at its normal commercial rates. This waiver would be pro rata to the ratio of replacement Work to postponed or cancelled Work.

9. Payment By The Customer

9.1. Unless We have previously agreed in writing to allow credit, You must pay for The Work in advance. If We do not receive payment in full before the date The Work is due to commence or any of The Goods are due to be released, You will have cancelled the contract, We will not carry out The Work or release any of The Goods and You will be liable for charges set out in Clause 8.

9.2. We may grant credit subject to Your formal written application and Our approval and written agreement to terms and credit limits. If We grant credit, You must conduct the account within the agreed terms and limits and if You do not do so, We will be entitled to restrict, suspend, or cancel the account and any discounts granted. In this event, We shall not be obliged to carry out any further Work and shall have the right to pursue such actions and remedies permitted under this Agreement and/or available as a matter of law that We deem necessary to protect Our interests.

9.3. If You do not pay all charges by the due date, You will pay interest on any outstanding balance at 15% per annum calculated on a daily basis, plus a debt administration fee of at least \$35 per month. You also agree to pay us all costs associated with any efforts to obtain any outstanding balance owed to Us including collections costs, attorneys' fees and costs of suit.

9.4. Where applicable, You must pay for storage as set out in the estimate. We will not allow access to or release of the Goods if charges are due from you to Us or any of Our associated companies.

- 9.5. You will not be entitled to withhold any part of the agreed price because You have a claim against Us arising out of this or any other contract.
- 9.6. We accept payment by cash at Our offices only; otherwise We accept payment only by credit transfer, Visa / MasterCard credit or debit card, bank draft or cashier's/certified check.
- 9.7. We reserve the right to make an additional charge for accepting payment by credit card, in foreign currency, by check drawn on non-US bank or by cash other than at Our offices and to refuse payment by any means if Your conduct or statements give us reason to believe that such payment may not be honored or may be recalled, disallowed or reclaimed.

10. Our Liability for Loss or Damage

10.1. The sole remedy against Us (including Our employees, agents, subcontractors, draymen, and subcarriers), shall be a claim for breach of this contract. You expressly waive and release any other claims You have or may have against Us arising from or related to any acts or omissions by Us in performing the Work, specifically including but not limited to, any claim for freight loss or damage.

10.2. Released Value Liability – Limitation of Liability

10.2.1. Unless You choose Full Value Protection in writing, and comply with all requirements set forth in Section 10.3, Our liability shall be limited to the lower of the following:

10.2.1.1. \$0.60 cents per pound for each item which is lost or damaged during the course of the Work;

10.2.1.2. the actual value of the items lost or damaged or

10.2.1.3. \$100,000 per shipment.

10.2.2. This limitation of liability shall extend and apply to any of Our employees, agents, subcontractors, and subcarriers involved in the transportation of Your goods.

10.3. Full Value Protection

10.3.1. If You choose Full Value Protection in writing and agree to pay the rate contained within Our estimate plus 1.5% of the actual value of the freight being transported, We will transport your shipment under Our full value level of liability. Otherwise, your shipment will be transported under Released Value Liability described above.

10.3.2. We shall not be liable for Full Value Liability, and Our liability shall continue to be dealt with in accordance with Release Rate Liability unless and until You have:

10.3.2.1. Opted for Full Value Protection and complied with all requirements of Section 10.3.1;

10.3.2.2. Declared a value for the goods being transported;

10.3.2.3. Paid Our fee in full; and

10.3.2.4. We have agreed in writing, to accept liability up to the value You have proposed and have issued a written confirmation to You stating the same.

10.3.3. If any article transported under Full Value Protection and is lost, destroyed, or damaged while in Our custody, We will, at Our option, either:

10.3.3.1. Repair the article to the extent necessary to restore it to the same condition as when it was received by Us; or

10.3.3.2. Pay You for the actual cost of such repairs; or

10.3.3.3. Replace the article with an article of like kind; or

10.3.3.4. Pay You the actual value of the article. Actual value will be based on the market replacement value subject to the age of the lost, destroyed, or damaged article. Market value will be determined by market value at the time of shipment, or the time of You provide Us with a written claim, whichever is lower.

10.4. Where We agree to provide self-storage or storage without providing transport services or storage following transit/packing by another party or where We contract to transport goods following storage and/or packing by another party, We cannot offer Full Value Protection. However, We do have some tailor-made solutions for such circumstances. If this is the situation in which You find yourself, please contact Us and We can discuss the options available.

10.5. For goods destined to, or received from a place outside the United States separate terms and conditions may be applicable to those portions of the transportation occurring outside the territorial borders of the United States of America. For goods destined to, or received from, a place inside the United States of America under a through bill

of lading covering both domestic and international carriage, those terms are set forth in our separate International and Intermodal Tariff, which is available upon request.

10.6. Under either Full Value Protection or Released Value Liability, We will not be liable for the following, regardless of foreseeability:

10.6.1. Special damages, penalties, chargebacks, consequential damages (including, but not limited to, lost profits, loss of customer goodwill loss of market, etc.), indirect loss, or punitive damages arising from loss, damage, suspected contamination, or delay to cargo, nor will We be liable for any losses attributable to fluctuation in the market value of the cargo. For avoidance of doubt, any loss or damage to Your cargo attributable to alleged delays by Us shall be subject to the same limitations of liability for loss or damage that are otherwise applicable to Your shipment. Furthermore, We will not be liable for interest, including prejudgment interest, or attorneys' fees;

10.6.2. Loss, damage, or delay occurring before We (specifically including Our employees, agents, subcontractors, draymen, and subcarriers involved in the transportation of Your goods), take actual possession of the consignment or after the point when the consignment is tendered to another carrier, on-dock operator, stevedore, drayman, receiver, or another party.

10.6.3. Loss, damage or delay caused by an Act of god, a public enemy, public offense, the authority of law, riots, strikes, acts of civil disobedience, inherent quality or characteristic of the commodity, natural shrinkage, an act or default of the shipper, owner or receiver or from shipments stopped and held in transit at the request of the shipper, owner or receiver;

10.6.4. Normal wear and tear, natural or gradual deterioration, leakage or evaporation or from perishable or unstable goods;

10.6.5. Moth or vermin or similar infestation;

10.6.6. Cleaning, repairing or restoring unless We arranged for this to be carried out;

10.6.7. Changes caused by atmospheric conditions such as dampness, mold, mildew, rusting, tarnishing, corrosion, or gradual deterioration unless directly linked to ingress of water;

10.6.8. For any goods in wardrobes, drawers or appliances, or in a package, bundle, carton, case or other container which We have not both packed, and unpacked at the time of delivery;

10.6.9. For electrical or mechanical derangement to any appliance, instrument, clock, computer or other equipment unless there is evidence of related external damage;

10.6.10. For any item which has a pre-existing defect or is inherently defective;

10.6.11. For perishable items and/or those requiring a controlled environment;

10.6.12. Confiscation or seizure of goods by Customs or Government Agencies;

10.6.13. Loss or damage from: (a) ionizing radiation or contamination by radioactivity from nuclear fuel or from any nuclear waste from the combustion of nuclear fuel (b) radioactive, toxic, explosives or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

10.6.14. Loss, destruction or damage directly occasioned by pressure waves caused by aircraft or aerial devices travelling at sonic/ supersonic speeds.

10.7. No employee of Ours shall be separately liable to You for any loss, damage, mis-delivery, error or omission under the terms of this Contract.

10.8. Where any or all of The Goods are handed out from store or for delivery anywhere in the world, Our liability will cease upon handing over to You or Your authorized representative.

10.9. We will not be liable for any loss or damage caused by Us or Our employees or agents in circumstances where: a) There is no breach of this Contract by Us or by any of Our employees or agents;

b) Such loss or damage is not a reasonably foreseeable result of any such breach.

10.10. Where claims against Us are made by anyone other than You or Your agent with respect to goods or services provided by Us under this Contract, You will be liable to pay and indemnify Us against any charges, expenses, damages or penalties claimed against Us as well as attorneys' fees we incur in relation to the same.

10.11. If Your consignment is in storage, unless You instruct Us not to, We will, on January 1st each year, increase the value of the consignment by the higher of the most recently available US Consumer Price or Retail Price Index. We have no further duty to review the value if its value increases materially for any other reason. You should review the declared value to ensure that it remains adequate.

10.12. We will have no liability for articles that are not damaged and Our liability will be limited to the item(s) which are actually lost or damaged. Other than where the lost or damaged item is part of a set or pair and is an antique,

work of art or similar, then We shall not be liable in respect of any item other than the actual parts which are lost or damaged.

10.13. In the event that You, or someone on Your behalf, engages multiple carriers participate in the transportation of Your goods, We shall have no greater liability for cargo loss or damages than any other participating carrier unless We have been found to be the sole proximate cause of the loss alleged.

10.14. For avoidance of doubt, unless comparative fault is not permitted by applicable statute or treaty, We shall not be liable for any loss and damage to cargo and/or equipment, injury or death to any person, or loss and damage to property that is greater than the percentage of Our causal negligence in the event the loss of damage resulting from the concurrent negligence of Us and the shipper, including, shipper's employees, servants, contractors, invitees, directors, officers, or agents; or the negligence of any other carrier participating in the shipment.

11. Damage to Premises or Property other than Goods

11.1. Because third party contractors or others are frequently present at the time of collection or delivery it is not always possible to establish who was responsible for loss or damage. Therefore Our liability is limited as follows:

11.2. If We cause loss or damage to premises or property other than goods for transportation as a result of Our negligence or breach of contract, Our liability shall be limited to repairing, to a reasonable standard, the damaged area only;

11.3. If We cause damage as a result of transporting goods under Your express instruction, against Our advice, and where transporting The Goods in the manner instructed is likely to cause damage, We shall not be liable;

11.4. If We are responsible for causing damage to Your premises or to property other than The Goods, You must note this on the Worksheet or delivery receipt at the time of delivery, or, in the case of damage that is not readily observable, within five business days of discovery. Failure to do so will result in the denial of Your claim for loss or damage. In the absence of Our prior written agreement to accept liability in a higher amount, Our liability for causing damage to Your premises or property other than the Goods, shall be limited to an aggregate maximum of \$5,000.

12. Claims

12.1. As a condition precedent for payment of a freight loss or damage claim or a lawsuit for the same, a claim must be filed in writing within nine months of the delivery date or, in the event of non-delivery, the expected date of delivery. All claims shall comply with the minimum requirements contained in 49 C.F.R. § 370.3(b). Claims may only be submitted by a party to this contract. In addition to the minimum requirements set forth in § 370.3(b), each written claim must contain the following:

12.1.1. A demand for payment of a specific amount;

12.1.2. Information identifying the shipment including equipment initials and number, shipper and receiver's names, shipping date and commodity/goods;

12.1.3. Origin records or certification as to the condition and quantity of the cargo at the time it was tendered to Us for transportation;

12.1.4. Destination records as to the condition and quantity of the cargo at the time it was received at destination;

12.1.5. Verification of the amount claimed such as certified invoices, repair bills and appraisals; and

12.1.6. Evidence as to the disposition of the damaged cargo.

12.2. The written claim must be sent via mail, with return receipt requested, or by fax or email to the following location:

12.2.1. By mail to Claims Department, Foxley Art and Design Services, 365D Terminal Road, West Hempstead, NY 11552, or by E Mail to hello@foxleyads.com

12.3. If You or Your authorized representative collect any or all of The Goods from our premises, or we make delivery of a single item, We must be notified in writing of any loss or damage at the time they are handed to You or Your authorized representative.

12.4. For any or all of The Goods which We deliver, You must notify Us in writing of any visible loss, damage, or failure to produce at the time of delivery.

12.5. All lawsuits must be filed within 2 years from the date that We give you written notice that We have disallowed any part of Your claim.

12.6. Only Our Customer may initiate and maintain a claim for cargo loss and damage or a suit against Us. A person who is not Our customer will have no claim or cause of action against Us for loss or damage to cargo, nor will such

party's claim to Us or to any other entity be recognized as the Customer's claim to Us without a valid assignment of rights to that entity by the Customer.

13. Delays in Transit or Completion of Unpacking

13.1. Other than by reason of Our negligence or breach of contract, We will not be liable for delays in transit. Unless specifically agreed in writing in advance of the shipment, We make no representation or warranty as to when delivery will take place.

13.2. If through no fault of Ours, We are unable to deliver The Goods as planned, We will place them in storage in accordance with Clause 4.3.4 and the other storage terms appearing in this Contract.

13.3. If We have contracted to unpack but You tell Us not to complete the unpacking on completion of the delivery phase, by having offered to complete the unpacking and having been instructed not to, We will have fulfilled Our unpacking obligations under the Contract and will not be obliged to return to complete the unpacking later, but will provide at no extra charge a single return visit to collect cartons and packing materials left on site if they are within 20 miles of one of Our locations. We may charge for all materials and equipment left on site at Your request and not returned to Us within 7 days.

13.4. Any transit times quoted by Us are estimated and based upon information known to Us at the time. Transit times may vary due to a number of factors outside Our control including but not limited to changes in sailing or departure dates made by the freight/shipping company, changes in the routes used by the freight/shipping company and port congestion. We will advise You of any material changes to the transit times as soon as We become aware. We will not be liable for any loss or damage incurred by You as a result of delays in transit time unless directly attributable to Our negligence or breach of contract.

13.5. Any lawsuit seeking compensation arising out of or related to a delay occurring in transit must be filed within one year of when it accrues, unless a longer time period is mandated by applicable law, in which case the mandatory minimum period shall govern.

14. Our Right to Hold The Goods (Lien)

"Lien" is the legal right of the carrier, storer or shipper to hold goods until the customer has paid all outstanding charges. We shall have a right to withhold and ultimately dispose of some or all of The Goods if You fail to pay the charges and any other payments due under this Contract or any other agreement whether with Us or any of Our associated companies. These include any charges that We have paid out on Your behalf. While We hold The Goods, You will be liable to pay all storage charges and other costs including administrative and legal costs reasonably incurred by Us in recovering Our charges and applying Our right of lien including attorneys' fees. These terms and conditions shall continue to apply.

15. Our Right to Sub-Contract The Work

15.1. We reserve the right to sub-contract some or all of The Work on any terms.

15.2. If We sub-contract, then these conditions shall remain applicable.

16. Route and method

16.1. We have the right to choose the method and route by which to carry out The Work and the facility in which We may store The Goods.

16.2. Unless it has been specifically agreed otherwise in writing in Our estimate, other space / volume / capacity on Our vehicles and/or containers or storage facilities may be used for other customers' consignments.

16.3. We may at Our discretion and on reasonable notice vary any timetable or resource levels previously agreed by Us although We will always aim to start and complete The Work as close as reasonably possible to the agreed times, subject to operational constraints and force majeure.

17. Advice and Information for International Removals

We will use Our reasonable endeavors to provide You with up-to-date information to assist You with the import/export of The Goods. Information on such matters as national or regional laws and regulations which are subject to change and interpretation at any time is provided in good faith and is based upon existing known circumstances. It is Your responsibility to seek appropriate advice to verify the accuracy of any information provided.

18. Applicable Law and Venue

18.1. Any dispute between You and Us will be governed by laws of the State of New York without regard to choice of law principles.

18.2. Any lawsuit arising out of this contract shall be subject to the exclusive jurisdiction of the United States District Court for the Southern District of New York. By shipping freight with us, You expressly consent to the jurisdiction of the federal courts in New York County, State of New York and hereby further irrevocably waive any claim that any such court lacks jurisdiction over You, and You shall not plead or claim, in any legal action or proceeding with respect to this Contract brought in the aforesaid court, that such court lacks jurisdiction over You. You hereby irrevocably waive any objection that you may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Contract in the court referred to in this Section and hereby further irrevocably waive and shall not plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum. It is specifically agreed that this Contract shall not be covered by nor construed in accordance with the terms of the United Nations Convention on Contracts for the International Sale of Goods.

19. Your Forwarding Address

19.1. If You instruct Us to store The Goods, You must provide a correct and up-to-date email address, postal address, telephone number and notify Us of any change. Emails will be considered to have been received and read by You on the day they are sent if they are sent to Your last email address as recorded by Us and not returned as undelivered. All postal correspondence and notices will be considered to have been received by You seven days after sending by first class post to Your last address as recorded by Us.

19.2. If You do not provide email and postal addresses or respond to Our correspondence or notices, We may publish such notices in a public newspaper in the area to or from which The Goods were removed. Such notice will be considered to have been received by You seven days after the publication date of the newspaper. Note: If We are unable to contact You, We will charge You any costs incurred in establishing Your whereabouts.

20. List of Goods (Inventory) or Receipt

Where We produce a list of The Goods (an inventory) received for storage or a receipt and send it to You, it will be accepted as accurate and definitive unless within 10 days of the date of Our sending it, or within a reasonable period agreed between Us, We receive Your written advice notifying Us of any errors or omissions.

21. Storage

By shipping Your Goods through us, You agree to be bound by the following storage terms and waive the right to a separate written estimate and/or the need for separate disclosure of the below terms.

21.1. Storage-In-Transit

21.1.1. We will place Your Goods in Storage-in-Transit, as defined herein, only upon Your specific request and upon Your agreement to the terms and conditions appearing in this Agreement and any additional terms appearing in the estimate of charges provided to You prior to Your shipment. Any other storage of Your Goods shall be governed by the permanent storage terms below.

21.1.2. All or part of Your shipment may be placed in Storage-in-Transit for an aggregate period not to exceed 90 days. If it has not converted to permanent storage before that time, at midnight of the 90th day, the shipment converts to permanent storage and is no longer considered an interstate shipment. We assume no further liability for the shipment as a carrier and Our warehouse is considered to be the final destination. At such point, Our liability to You shall be exclusively that of a warehouseman and subject to the permanent storage terms of this Agreement.

21.1.3. We shall have the right to terminate the interstate character of Your shipment prior to the 90-day maximum Storage-in-Transit period if You do not make payment of the billed charges within the due date of the billing. Until all lawful charges are paid, property will remain in Our (or our agent's) warehouse subject to a lien for all such charges.

21.1.4. Upon request, and providing Us with reasonable advance notice, You shall have the right to inspect the Goods for damage of any kind prior to their conversion to permanent storage. Unless You inform Us, in writing, of loss or damage to Your Goods occurring prior to their conversion to permanent storage, all loss or damage to Goods placed in permanent storage shall be deemed to have occurred during permanent storage and Our liability for such

loss or damage shall be that of a warehouseman. As discussed above, You have nine months to file a claim for loss or damage occurring to the Goods in transit or during the Storage-in-Transit period.

21.2. Permanent Storage

21.2.1. Our liability to You for any Goods lost or damaged during permanent storage is limited to \$.60 per pound, up to a maximum of \$2,000. Higher limits of liability are available from Us, at an additional cost.

21.2.2. For any shipment We transport that is placed into permanent storage, the bill of lading (or equivalent document) for that shipment shall serve as the inventory of Goods stored.

21.2.3. The charges for storage of and access to Your Goods are as set out in our estimate or if no estimate is issued in our current standard price list.

21.2.5. Notice: The monthly storage charge and other charges stated in this agreement are either the actual or reasonably estimated charges you must pay. If the charges are estimated the final charges you will be required to pay may not exceed the estimate by more than ten percent.

21.2.6. Notice: Storage charges do not include any charges for moving your goods from your home to the warehouse or from the warehouse to your home.

21.3. General Terms

21.3.1. All Goods stored by Us will be stored at Our warehouse located at 365D Terminal Road, West Hempstead NY 11552 unless We notify you otherwise. We reserve the right to transfer property between warehouses at our complete discretion unless otherwise agreed in writing.

21.3.2. We revise Our storage charges periodically. You will be given 45 days' notice in writing of any increases. Your election to continue storage of Your Goods after such notice will be deemed to be Your consent to such increase.

22. Our Right to Sell or Dispose of The Goods

If payment of Our charges relating to any or all of The Goods is in arrears, and on giving You three months' notice, We are entitled to require You to remove The Goods from Our custody and pay all money due to Us. If You fail to pay all outstanding amounts due to Us, We may sell or dispose of some or all of The Goods without further notice. If in Our reasonable opinion or the opinion of a competent adviser any item or goods is or are either of no resale value or the costs of sale would exceed the likely benefit obtained, We are then entitled to dispose of such goods or items as We see fit. If We do sell Your goods, We shall make reasonable efforts to sell in the appropriate market, however We shall not be obliged to take any steps other than those which may be reasonable in this respect and We shall have no obligation to seek any expert opinion before any sale is effected nor shall We be liable to You if for any reason the sale does not realize any particular or anticipated or estimated valuation. We shall be entitled to make a reasonable charge for valuation (if appropriate), administration, delivery and all other Work in relation to sale or disposal and You will be liable to us for these costs. Any net proceeds will be credited to Your account and any eventual surplus will be paid to You without interest. If the full amount due is not received, We may seek to recover the balance from You.

23. Termination of Storage

If Your storage payments are up to date, We will not end this contract except by giving You 30 days' notice in writing. If You wish to terminate Your storage contract for Storage-in-Transit, You must give Us at least 10 Working days' notice (Working days are defined above). If We can release The Goods earlier, We will do so, provided that Your account is paid up to date. Charges for storage are payable to the date when the notice should have taken effect.

24. Severability

24.1. If any provisions of the Contract or these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Contract or these Conditions and the remainder of the provision in question shall not be affected. 24.2. Our failure to enforce any provision, right or remedy of this Contract shall not constitute a waiver of that provision, right or remedy.

PART 3
STORAGE CONTRACT TERMS AND CONDITIONS

STORAGE CONTRACT TERMS AND CONDITIONS

This contract is made by and between Foxley Art and Design Services LLC and the Customer to whom our estimate has been issued. In consideration of the mutual promises set forth below, the parties hereby agree as follows.

1. Definitions

- a. "Contract" or "Agreement" means this contract along with any estimate issued by Us pertaining to storage or Storage-in-Transit of your goods.
- b. "You" and/or "Your" mean the Customer as a party to this Contract and purchaser of Our Services.
- c. "We", "Us", "Our", and/or "Foxley" mean Foxley Art and Design Services LLC
- d. "Facility" means Our warehouse located at 365D Terminal Road West Hempstead NY 11552 or any other warehouse we may occupy from time to time.
- e. "The Work" means any storage or related services which We may carry out under this contract.
- f. "Goods" means any moveable property subject to The Work.

2. Acceptance

- a. This Contract, including accessorial charges must be accepted within 30 days from receipt of Our Estimate. In the absence of written acceptance, the act of tendering Goods for storage or other services by Us within 30 days from the proposal date shall constitute acceptance. You acknowledge that You have had the opportunity to review and inspect the Facility.
- b. In the event that goods tendered for storage or other services do not conform to the description You have provided to Us, or conforming goods are tendered after 30 days from the proposal date without prior written acceptance of these terms as provided in paragraph (a) of this section, We may refuse to accept Your Goods. If We choose to accept Your Goods, You agree to the rates and charges in Our Estimate and to all terms of this Contract.
- c. Any goods accepted by Us for storage shall constitute Goods under this Contract.
- d. This Contract may be canceled by either party upon 30 days written notice and is canceled if no storage or other Work Is performed under this Contract for a period of 90 days.

3. Shipments to Our Facility

You agree that, for all Goods shipped to Our Facility, You must be identified on the bill of lading or other contract of carriage as the named consignee, in care of Foxley Ar and Design Services, and shall not identify Us as the consignee. If, in violation of this Contract, Goods are shipped to Our Facility where We are named as consignee on the bill of lading or other contract of carriage, You agree to immediately notify the carrier in writing, with copy of such notice to Us, that We should be properly named the "in care of party" only and that We have no beneficial title or interest in the Goods. Furthermore, We shall have the right to refuse such Goods and shall not be liable for any loss, misconsignment, or damage of any nature to, or related to, such Goods. Whether We accept or refuse Goods shipped in violation of this Section 3, You agree to indemnify and hold Us harmless (including reasonable attorneys' fees and costs) from all claims for transportation, storage, handling and other charges relating to such Goods, including undercharges, rail demurrage, truck/intermodal detention and other charges of any nature whatsoever.

4. Tender of Goods

- a. All Goods shall be delivered at the Facility properly marked and packaged for storage and handling. You shall furnish at or prior to such delivery, a manifest showing marks, brands, or sizes to be kept and accounted for separately, and the class of storage and other services desired.
- b. You must provide a correct and up-to-date email address, postal address, telephone number and notify Us of any change. Emails will be considered to have been received and read by You on the day they are sent if they are sent to Your last email address as recorded by Us and not returned as undelivered. All postal correspondence and notices will be considered to have been received by You seven days after sending by first class post to Your last address as recorded by Us.

c. If You do not provide email and postal addresses or respond to Our correspondence or notices concerning Your Goods, We may publish such notices in a public newspaper in the area. Such notice will be considered to have been received by You seven days after the publication date of the newspaper. If We are unable to contact You, We will charge You any costs incurred in establishing Your whereabouts.

d. Where We produce a list of The Goods (an inventory) or a receipt for goods received for storage and send it to You, it will be accepted as accurate and definitive unless within 10 days of the date of Our sending it, or within an alternative, reasonable period agreed between Us, We receive Your written advice notifying Us of any errors or omissions.

5. Storage Period and Charges

a. The storage and accessorial charges initially applicable to this Contract will be as set out in Our Estimate to You, or failing that Our standard published price list, the terms of which are incorporated into this Contract as if set forth herein

b. Storage charges apply from the date that We accept care, custody and control of the Goods, regardless of unloading date or date of issue of warehouse receipt.

c. Storage charges accrue on a daily basis. They are billed, together with any accessorial and handling charges incurred in the month, on the last day of the calendar month, All charges are payable within one month of billing.

d. We revise Our storage charges periodically. You will be given 45 days' notice in writing of any increases. Your election to continue storage of Your Goods after such notice will be deemed to be Your consent to such increase.

e. If payment of Our charges relating to any or all of the Goods is in arrears, and on giving You three months' notice, We are entitled to require You to remove The Goods from Our custody and pay all money due to Us. If You fail to pay all outstanding amounts due to Us, We may sell or dispose of some or all of The Goods without further notice. If in Our reasonable opinion or the opinion of a competent adviser any item or goods is or are either of no resale value or the costs of sale would exceed the likely benefit obtained, We are then entitled to dispose of such goods or items as We see fit. If We do sell Your goods, We shall make reasonable efforts to sell in the appropriate market, however We shall not be obliged to take any steps other than those which may be reasonable in this respect and We shall have no obligation to seek any expert opinion before any sale is effected nor shall We be liable to You if for any reason the sale does not realize any particular or anticipated or estimated valuation. We shall be entitled to make a reasonable charge for valuation (if appropriate), administration, delivery and all other Work in relation to sale or disposal and You will be liable to us for these costs. Any net proceeds will be credited to Your account and any eventual surplus will be paid to You without interest. If the full amount due is not received, We may seek to recover the balance from You.

f. Notice: The monthly storage charge and other charges stated in this agreement are either the actual or reasonably estimated charges you must pay. If the charges are estimated the final charges you will be required to pay may not exceed the estimate by more than ten percent. g. Notice: Storage charges do not include any charges for moving your goods from your home to the warehouse or from the warehouse to your home.

6. Transfer, Termination of Storage, Removal of Goods

a. Instructions to transfer Goods stored by Us are not effective until delivered to and accepted by Us, and all charges up to the time transfer have been paid. If a transfer involves rehandling the Goods, it will be subject to a charge. When Goods in storage are transferred from one party to another through issuance of a new warehouse receipt, a new storage date is established on the date of transfer.

b. We may, upon written notice of not less than 30 days, require the removal of any Goods for reasons other than Your failure to pay storage charges (which is governed exclusively by Section 5(e)). In such a case, if Goods are not removed before the end of the notice period, We may sell them in accordance with applicable law.

c. If storage payments are up to date, We will not end this contract except by giving You 30 days' notice in writing. If You wish to terminate Your storage contract, You must give Us at least 10 Working days' notice. If We can release The Goods earlier, We will do so, provided that Your account is paid up to date. Charges for storage are payable to the date when the notice should have taken effect.

7. Liability And Limitation Of Damages

A. We Shall Not Be Liable For Any Loss Or Damage To Goods Tendered, Stored Or Handled However Caused Unless Such Loss Or Damage Resulted From Our Failure To Exercise Such Care In Regard To Them As A Reasonably Careful Person Would Exercise Under Like Circumstances, And We Are Not Liable For Damages Which Could Not Have Been Avoided By The Exercise Of Such Care.

B. Unless Otherwise Agreed, Goods Are Not Insured By Us Against Loss Or Damage However Caused. Our Liability Under Subsection (A) For Any Goods Lost Or Damaged During Storage Is Limited To \$.60 Per Pound, Up To A Maximum Of \$2,000. For The Entire Consignment Higher Limits Of Liability Are Available From Us, Upon Request, At An Additional Cost. In General, We Have No Knowledge Of The Value Of Your Goods.

C. Where Loss Or Damage Occurs To Tendered, Stored Or Handled Goods, For Which We Are Not Liable, You Shall Be Responsible For The Cost Of Removing And Disposing Of Such Goods And The Cost Of Any Environmental Clean Up And Site Inspection.

8. Notice of Claim and Filing of Suit

a. All claims for loss or damage must be presented in writing to Us within a reasonable time, and in no event any later than the earlier of: (i) 60 days after delivery of the Goods by Us or (ii) 60 days after We notify You that loss or damage to part or all of the Goods has occurred.

b. No lawsuit or other action may be maintained against Us for loss or damage to the Goods unless timely written claim has been given as provided in paragraph (a) of this section and unless such lawsuit or other action is commenced by no later than the earlier of: (i) nine months after date of delivery by Us or (ii) nine months after You are notified that loss or damage to part or all of the Goods has occurred.

9. Liability for Consequential Damages

You agree that We shall not, under any circumstance, be liable for any loss of profit or punitive, special, indirect, or consequential damages of any kind, regardless of foreseeability.

10. Goods Not To Be Submitted for Storage

a. Unless previously agreed in writing by a director, the following items must not be submitted and will not be accepted for Storage. The items listed below may present risks to health and safety and of fire. Items may also below carry other risks and You should make separate arrangements for their storage.

i. Prohibited or stolen goods, drugs, pornographic material, potentially dangerous, damaging or explosive items, including gas bottles, aerosols, paints, firearms and ammunition.

ii. Jewelry, watches, trinkets, precious stones or metals, money, deeds, securities, tickets, stamps, coins, or goods or collections of any similar kind.

iii. Goods likely to encourage vermin or other pests or to cause infestation or contamination.

iv. Food, drink (including wines & spirits) and perishable items and/or items requiring a controlled environment.

v. Any animals, birds, fish, reptiles or plants.

vi. Goods which require special license or government permission for export or import.

vii. Any item weighing more than 400 pounds and not specifically mentioned and agreed to in Our estimate.

b. If You submit such goods without Our prior written approval, We will make them available for Your collection, and if You do not collect them within a reasonable time, You hereby authorize us to dispose of them and agree to pay Us any charges, expenses, damages, legal costs or penalties reasonably incurred by Us in doing so. We will not be liable for any loss or damage, costs or additional charges that may arise as a result of improper goods being submitted without proper approval. You also agree to fully indemnify and pay Us with respect to any and all damages and/or costs that We may incur, including but not limited to attorney's fees and costs of suit, arising out of or related to Your submission of such goods without Our written approval.

c. We shall notify You in writing as soon as practicable if any of The Goods are, in Our opinion, hazardous to health, dirty or unhygienic, or likely to attract vermin or pests and under what conditions We would be prepared to accept such Goods or whether We refuse to accept them. Should We refuse to accept these goods, We will have no liability to You. You also agree to fully indemnify and pay Us with respect to any and all damages and/or costs that We may incur, including but not limited to attorney's fees and costs of suit, arising out of or related to Your submission of such goods without Our written approval.

11. Liability for Misshipment

If We negligently misship Your Goods, We shall pay the reasonable transportation charges incurred to return the misshipped Goods to the Facility. If the consignee fails to return the Goods, Our maximum liability shall be for the lost or damaged Goods as specified in Section 7 above, and We shall have no liability for damages due to the consignee's acceptance or use of the Goods.

12. Mysterious Disappearance

We shall be liable for loss of Goods due to inventory shortage or unexplained or mysterious disappearance of Goods only if You establish such loss occurred because of Our failure to exercise the care required of Us under Section 7 (above). Any presumption of conversion imposed by law shall not apply to such loss, and any claim of conversion must be established by affirmative evidence that We converted the Goods to Our own use.

13. Right to Store Goods

You represent and warrant to Us that Your lawfully possess the Goods and have the right and authority to store them with Us. You agree to indemnify and hold Us harmless from all loss, cost and expense (including reasonable attorneys' fees) which We pay or incur as a result of any dispute or litigation arising out of or in any way related to Your right, title, or interest in the Goods. Such amounts shall be charges in relation to the Goods and subject to Our lien.

14. Access to the Storage Space In Our Facility

- a. You agree to abide strictly by the security arrangements in force from time to time relating to access to Our Facility and withdrawal of Goods. You agree that We may, in Our sole discretion, alter the security arrangements from time to time.
- b. So long as You provide Us with advance notice and agree an appointment time with us, the parties agree that persons authorized by You in writing may have accompanied access to the storage space in Our facility at any time during business hours
- c. We reserve the right to refuse access to the storage space in the event that:
 - i. We are not satisfied that the person seeking access is duly authorized by You or otherwise entitled to enter the storage space; or
 - ii. Sums due from You to Us remain unpaid more than 30 days after the due date; or
 - iii. Notice is given to You to remedy a breach of the terms of this Agreement and You have failed to remedy the breach in a timely manner.
- d. You agree that We may enter the storage space where Your Goods are stored if the storage agreement is for Your exclusive use of the space, unaccompanied by You;
 - i. To carry out essential maintenance and operations of the Facility; or
 - ii. If legally required to do so; or
 - iii. In an emergency or
 - iv. To store additional goods, remove goods or carry out other related services on Your instructions.
- e. We shall retain the keys to where your Goods are stored at all times. You shall not retain any key to Our facility nor make copies of any such key.

15. Accurate Information

You must provide Us with information concerning the Goods which is accurate, complete and sufficient to allow Us to comply with all laws and regulations concerning the storage, handling and transporting of the Goods. You must indemnify and hold Us harmless from all loss, cost, penalty and expense (including reasonable attorneys' fees) which We pay or incur as a result of Your failing to fully discharge this obligation.

16. Severability, Waiver, and Venue

- a. If any provision of this Contract, or any application thereof, should be construed or held to be void, invalid or unenforceable, by order, decree or judgment of a court of competent jurisdiction, the remaining provisions of this Contract shall not be affected thereby but shall remain in full force and effect.
- b. Our failure to require strict compliance with any provision of this Contract shall not constitute a waiver or estoppel to later demand strict compliance with that or any other provision(s) of this Contract.
- c. Any lawsuit arising out of this Contract shall be subject to the exclusive jurisdiction of the United States District Court for the Southern District of New York, or (in the absence of federal subject matter jurisdiction) appropriate state court in New York City, New York. By storing Goods with us, You expressly consent to the jurisdiction of this court and hereby further irrevocably waive any claim that this court lacks jurisdiction over You, and You shall not plead or claim, in any legal action or proceeding with respect to this Contract brought in the aforesaid court, that such court lacks jurisdiction over You. You hereby irrevocably waive any objection that you may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Contract in the court referred to in this Section and hereby further irrevocably waive and shall not plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.
- d. The provisions of this Contract shall be binding upon the heirs, executors, successors and assigns of Yours and Ours; contain the sole agreement governing Goods tendered to the Facility; and, cannot be modified except by a writing signed by You and Us.

17. Lien

“Lien” is the legal right of the storer to hold goods until the customer has paid all outstanding charges. We shall have a right to withhold and ultimately dispose of some or all of the Goods if You fail to pay the charges and any other payments due under this Contract or any other agreement whether with Us or any of Our associated companies. These include any charges that We have paid out on Your behalf. While We hold The Goods, You will be liable to pay all storage charges and other costs including administrative and legal costs reasonably incurred by Us in recovering Our charges and applying Our right of lien including attorneys’ fees. These terms and conditions shall continue to apply. We shall also have a general warehouse lien for all lawful charges for storage and preservation of the Goods; also for all lawful claims for money advanced, interest, insurance, transportation, labor, weighing, and other charges and expenses in relation to such Goods, and for the balance on any other accounts that may be due. We further claim a general warehouse lien for all such charges, advances and expenses with respect to any other Goods stored by You in any other facility owned or operated by Us or our affiliated companies. In order to protect Our lien, We reserve the right to require advance payment of all charges prior to release of Goods.

18. Documents of Title

Documents of title, including warehouse receipts, may be issued either in physical or electronic form at the option of the parties.

19. Governing Law

This Contract and the legal relationship between the parties hereto shall be governed by and construed in accordance with the substantive laws of New York, including Article 7 of the Uniform Commercial Code as ratified in New York, notwithstanding its conflict of laws rules.