



# HIZKIA

## **General Terms and Conditions of HIZKIA Germany GmbH (hereinafter “HIZKIA”) (March 2026)**

### **Preamble**

These General Terms and Conditions reflect industry standards relating to the forwarding, transport, handling, and storage of art and antiques, exhibition items, collections, and art-related objects (hereinafter “Art Objects”). All orders—including those from private individuals—are executed exclusively on the basis of the provisions set forth below. These terms and conditions also apply to future contracts, even if they are not expressly agreed upon again. Any deviations must be made in writing (e.g., via email). It is expressly noted that these terms and conditions may exclude or limit liability; at the same time, it is possible to agree to extended liability and to insure against higher risks.

### **1. Scope of Application**

1.1 These terms and conditions apply to all types of services related to the handling of works of art, regardless of whether they involve freight forwarding, freight, transportation, storage, or other services typical of art logistics. This also includes, for example, agreements—including those in the form of separate contracts—regarding the hanging and taking down of paintings, the installation and dismantling of other works of art, the packing, loading, stowing, transporting, unloading, and storing works of art; the collection of cash-on-delivery payments; customs clearance; courier services; the arrangement of travel contracts; and the provision of storage, transportation, and property insurance coverage.

1.2 Unless otherwise agreed in writing in advance, goods that pose a risk to other goods, the environment, or persons are excluded from the scope of services. This applies in particular to hazardous materials as defined by the relevant hazardous materials regulations (GGVSEB/ADR). If such goods are nevertheless handed over, the client shall be liable, regardless of fault (including negligence), for all resulting damages, costs, and third-party claims. HIZKIA is entitled to refuse acceptance or to suspend or terminate services if this is necessary for legal or safety-related reasons; any resulting additional costs shall be borne by the client.

1.3 The Client agrees to require its contractual partners—such as the recipient or owner of a specific work of art—to comply with these General Terms and Conditions in favor of HIZKIA.

### **2. Information Regarding the Works of Art / Obligations of the Client**

2.1 Upon placing the order, the Client must provide HIZKIA, in writing, with information regarding the addresses, identification marks, numbers, quantity, type, and contents of the packages, as well as the dimensions, weights, characteristics, and market value of the works of art to be handled, and must also provide information regarding the available space and local conditions and particularities at the pickup and destination locations.

2.2 The client is liable for incorrect or incomplete information or omissions, even if not due to the client's own fault, unless the inaccuracy was obvious and known to HIZKIA at the time the order was placed. If incorrect or incomplete information contributes to damage, this may constitute contributory negligence and may reduce or exclude claims.

2.3 Access and Local Conditions: The Client shall ensure that pickup and delivery locations are accessible during normal business hours or within the agreed-upon time window and shall inform HIZKIA in a timely manner of all relevant local restrictions, requirements, and rules. To the extent and within the scope expressly agreed in writing, HIZKIA may organize permits, parking arrangements, lifting equipment (including cranes), or similar measures, or provide assistance in this regard; otherwise, responsibility for these matters remains with the Client.

2.4 Foreseeable Risk Mitigation Measures: If the Client identifies specific risks (e.g., increased risk of theft, exceptional fragility, special climate/temperature requirements, or prohibitions on transshipment), the Client must expressly request appropriate special measures (e.g., direct transport, dedicated vehicle, two-person crew, no mixed loads/no transshipment, additional security measures). Failure to do so shall relieve HIZKIA of any liability for consequences resulting from such omission.

2.5 Packaging: Unless expressly agreed otherwise in writing, the client is responsible for ensuring that the goods are packaged securely for transport and properly labeled, taking into account the stresses and risks of handling and—where applicable—groupage/consolidation processes. If HIZKIA assumes responsibility for packaging/crating ( ) pursuant to an agreement, HIZKIA is entitled to demand separate compensation for this as well as reimbursement of expenses.

### **3. Liability**

3.1 For international orders, HIZKIA is entitled to contract with third parties based on their standard terms and conditions. If damage is caused by a foreign partner, HIZKIA shall be liable only in accordance with the terms agreed upon with the partner. Any further liability shall exist only to the extent that the damage results from a culpable breach of duty by HIZKIA.

3.2 In all other respects, HIZKIA shall be liable for the acts of its employees and the vicarious agents engaged by HIZKIA as if they were its own acts. HIZKIA shall be liable for damage to goods (loss or damage to a work of art), consequential damage to goods (financial loss resulting from damage to goods), and pure financial loss only in the event of culpable conduct. For transport by motor vehicle, aircraft, rail, or sea/inland waterway vessel, the applicable mandatory liability regimes shall apply (including the CMR, the Montreal Convention, the Hague-Visby Rules, and mandatory provisions of the German Commercial Code (HGB)).

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## 4. Disclaimer of Liability

4.1 In the absence of culpable conduct, HIZKIA shall not be liable—regardless of the legal basis—if the damage results from instructions given by the client or an authorized third party, or from circumstances that could not have been avoided even with the diligence of a prudent businessman.

## 5. Limitation of Liability

Unless otherwise required by mandatory law and subject to Section 5.5, HIZKIA's liability—regardless of the legal basis—is limited as follows:

5.1 Liability for damage to goods is limited to either 8.33 Special Drawing Rights (SDR) per kilogram of gross weight of the damaged or lost work of art or to EUR 2,000.00 per cubic meter of the damaged or lost work of art, whichever amount is higher.

5.2 To the exclusion of any further claims for damages, HIZKIA shall compensate for proven damages if HIZKIA fails to meet an agreed delivery time; however, such compensation shall in any case be limited to the contractually agreed fee. A delivery time is deemed not to have been met if delivery is not made within the agreed period or—if no delivery time was agreed—if the actual duration of transport exceeds what is customarily reasonable for a prudent businessman.

5.3 If works of art are handed over to the recipient without collecting an agreed cash-on-delivery payment, HIZKIA shall be liable for any resulting damages; such liability is limited to the amount of the cash-on-delivery payment.

5.4 Liability for losses not covered by Sections 5.2 and 5.3 is limited to the contractually agreed fee.

5.5 In any case, liability—regardless of the legal basis—is limited to the value of the artwork in question as specified by the client.

5.6 For a separate fee, the Client may agree in writing to higher maximum amounts than those specified in Sections 5.1 through 5.5. If agreed in writing, HIZKIA shall arrange for insurance (e.g., transport or storage insurance), provided that the insured amount and the risks to be covered have been specified by the Client. In case of doubt, HIZKIA shall decide, in accordance with its due discretion, on the type and scope of the insurance and shall take out such insurance on standard market terms; for this, HIZKIA is entitled to special compensation and reimbursement of expenses.

5.7 Exclusion of Certain Consequential Damages. To the extent permitted by law, HIZKIA shall not be liable for missed exhibitions, auctions, or sales opportunities, damage to reputation, or lost profits, unless the damage was caused intentionally or through gross negligence, or mandatory law provides otherwise.

## 6. Applicability of Limitations of Liability; Indemnification

6.1 All exclusions and limitations of liability set forth in these Terms and Conditions apply to any claim against HIZKIA in connection with the works of art, regardless of the legal basis (in particular, contract, tort, or culpa in contrahendo). They also apply in favor of HIZKIA's employees and other persons engaged by HIZKIA to perform its obligations, unless such persons caused the damage intentionally or through gross negligence.

6.2 The Client shall indemnify HIZKIA against any claims by third parties asserted against HIZKIA that are based on a breach of contract or omission on the part of the Client.

## 7. Delivery; Complaints

7.1 Unless otherwise agreed in writing, delivery may be made with discharging effect to any adult present at the place of delivery who is associated with the business or household.

7.2 If externally visible damage is detected upon delivery, the recipient must note this on the delivery receipt, specifying the exact nature and extent of the loss or damage, and have it confirmed by both parties. Damage not visible externally must be reported in writing immediately, but no later than seven (7) days after delivery. The burden of proof lies with the claimant.

## 8. Payment; Set-off; Lien; Statute of Limitations

8.1 Invoices are due immediately. The client shall be in default no later than ten (10) days after receipt of the invoice, without the need for a reminder. In the event of default, HIZKIA is entitled to charge default interest at a rate of nine (9) percentage points above the base interest rate (§ 288 BGB) as well as the customary local costs; HIZKIA reserves the right to prove higher damages.

8.2 Upon request, the Client shall immediately indemnify HIZKIA against all freight, fees, and costs related to an accident, as well as tariffs, customs duties, taxes, and other expenses that have been charged to HIZKIA as the authorized disposer or custodian.

8.3 Set-off or a right of retention against contractual claims arising from this contract, as well as related non-contractual claims, is permitted only with respect to due and undisputed counterclaims.

8.4 HIZKIA shall have a right of lien and retention with respect to all goods and other assets in its possession, including accompanying documents, for all claims arising from the business relationship, regardless of whether such claims are due. If the client is in default, HIZKIA may, after prior notice, dispose of (sell) as many goods or assets as is reasonably necessary to satisfy the claims, without having to observe any further formalities. This also applies if the client cannot be located despite reasonable efforts to do so. HIZKIA may charge a sales commission customary in the market, calculated on the basis of the gross proceeds.

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8.5 Claims—regardless of their legal basis—are subject to a statute of limitations of one year, unless mandatory law provides for longer periods. The period begins when the claimant becomes aware of the damage, but no later than upon delivery of the work of art; in the event of non-delivery, it begins at the end of the day on which delivery should have taken place. For consumers, the statutory limitation periods apply.

## 9. Force Majeure

9.1 Neither party shall be liable for delays or non-performance resulting from events beyond its reasonable control (force majeure), such as natural disasters, fire, flooding, storms, war, terrorism, civil unrest, embargoes, strikes, pandemics, governmental measures, serious transportation accidents, cyber incidents caused by third parties, and disruptions to critical infrastructure. The affected party must immediately notify the other party in writing and take reasonable measures to mitigate damages. If the force majeure event lasts longer than sixty (60) days, either party may terminate the affected performance in writing; payment remains due for services already rendered.

## 10. Foreign Trade Law / Export Controls

10.1 The Client acknowledges that services may be subject to restrictions under export control, sanctions, customs, and foreign trade laws. The Client is responsible for complying with applicable regulations and obtaining the necessary approvals/licenses, and shall provide HIZKIA with the information and documentation required for this purpose. HIZKIA is entitled to suspend or refuse to provide services without liability if providing them would violate applicable foreign trade law.

## 11 Miscellaneous

11.1 These terms and conditions and all legal relationships between the client, the recipient, or the claimant are governed by the laws of the Federal Republic of Germany.

11.2 If the Client is a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law, or a special fund under public law, the place of performance and the exclusive venue for all disputes arising from or in connection with this contract shall be Cologne, unless mandatory provisions provide otherwise.

11.3 Should any individual provisions of these General Terms and Conditions be or become invalid, the validity of the remaining provisions shall remain unaffected.

11.4 Data Protection. HIZKIA processes personal data exclusively in accordance with the General Data Protection Regulation (GDPR) and the Federal Data Protection Act (BDSG). Personal data is collected, stored, and processed only to the extent necessary for the performance of the contract or to fulfill legal obligations. The Client confirms that all personal data transmitted to HIZKIA may be lawfully transferred. To the extent necessary, the parties shall enter into a data processing agreement pursuant to Article 28 of the GDPR. Further information is contained in HIZKIA's Privacy Policy.