

General Terms and Conditions HIZKIA België bv.

Introduction and scope

1. HIZKIA België bv is a private limited liability company, with its registered office in BE 2830 Willebroek, Brownfieldlaan 39, enterprise number 0479.066.964, hereinafter referred to as "HIZKIA België". Unless in a specific case the context shows otherwise, in these General Terms and Conditions "contract" means the agreement concluded between HIZKIA België and the Customer.
2. These General Terms and Conditions apply to all offers, agreements and services provided by HIZKIA België. Deviations from these General Terms and Conditions are only valid if and insofar as confirmed in advance by HIZKIA België, in writing. Unless expressly agreed to otherwise in writing, the applicability of the general terms and conditions used by the Customer is excluded.
3. HIZKIA België specifically undertakes, together with the other entities of the HIZKIA group to which it belongs (hereinafter referred to as "**Group entities**"), (logistical) services relating to art objects, including arranging the transport of such items as forwarder, packaging of art objects, storage, road transport, relocation, rental of storage space, taking care of restoration, designing and manufacturing packaging for the shipment of art objects, tax representation and customs work, advising, project coordination, and performing project work, all at its own premises or elsewhere. Every form of service always has the nature of a best effort obligation. Achieving the intended result, such as achieving delivery times, is not guaranteed.
4. HIZKIA België has the right to engage Group entities and servants for the execution of the contract and/or related work. For the benefit of these Group entities, employees and other servants of HIZKIA België, it has been agreed that they too can invoke the provisions of these General Terms and Conditions.

The agreement and its implementation

5. Regardless of the form in which they were issued, all offers made by HIZKIA België are without obligation. Deviations from offers only bind HIZKIA België if they have been confirmed in writing by it.
6. It is expressly agreed that HIZKIA België and Group entities will only act as broker-agent with regard to transport (as referred to in Article 5, 12° of the Act of 15 July 2013 on the transport of goods by road), irrespective of the nature of or statements on any document issued or in any other document. Only if, and to the extent that, HIZKIA België or a Group entity carries out road transport with their own means of transport, can they be considered a carrier for the relevant route. Loading and unloading is not part of the transport. Regardless of any references on the waybill, domestic road transport is never governed by the provisions of the CMR Convention.
7. HIZKIA België is not responsible for the security of its entrusted items. HIZKIA België is only responsible for arranging security if the Customer requests this, in writing, in advance. The security service is then deployed at the expense and risk of the Customer. If HIZKIA België does this in its own name, it is only obliged – if requested – to transfer its claims to the security service to the Customer. HIZKIA België is not responsible for the implementation or the result of the security.
8. All prices quoted by HIZKIA België are exclusive of VAT and based on the situation and assumptions applicable at the time they were quoted. In the event of a change in one or more of these factors, including subsequent increase of one or more cost factors – purchase prices, salary costs, taxes, social contributions, freight costs, insurance costs, changes in exchange rates and the like - HIZKIA België is entitled to retroactively adjust the originally offered or agreed price accordingly.

9. If all-in or fixed rates are calculated by HIZKIA België, these rates must be considered to include all costs that are generally for the account of HIZKIA België in the normal course of the contract. Unless stipulated to the contrary, the all-in or fixed rates do not include duties, taxes and charges, consulate and legalization costs, costs for the preparation of bank guarantees and insurance premiums. For special performances, unusual, time-consuming or effort-intensive work, an extra remuneration – to be equitably determined – may always be charged.
10. The Customer is obliged to take out property insurance for all items included in the contract. The insurance contract must stipulate that HIZKIA België is co-insured and that recourse has been waived for HIZKIA België and Group entities. HIZKIA België does not take out (property) insurance of any nature whatsoever with regard to the items included in the contract for the benefit of the Customer, unless the Customer requests this, in writing, in advance. The premium is then charged to the Customer. If HIZKIA België has taken out insurance in its own name, it is only obliged – if requested – to transfer its claims against the insurer to the Customer. HIZKIA België is never responsible for the choice of the insurer and his credit.
11. Providing information to HIZKIA België, required to perform customs formalities, entails an order to perform such formalities unless agreed otherwise in writing.
12. If the Customer has not given any specific regulations in this regard in the contract, the method of shipment and the route are at the discretion of HIZKIA België, whereby it can always accept or sign the documents which are customary with the companies with which it contracts under the execution of the agreement.
13. The Customer is obliged, amongst other things, to ensure that the items are available at the agreed place and time. The Customer is furthermore obliged to ensure that both the documents required for receipt and dispatch, as well as instructions, are received by HIZKIA België in time. HIZKIA België is not obliged, but is entitled, to investigate whether the statements made to it are correct and complete.

Payment and guarantees

14. Unless agreed otherwise, the Customer is obliged to pay invoices within 14 days of the invoice date. If the full invoice amount is not received by HIZKIA België within this period, the Customer will be in default by operation of law and will owe interest on the principal sum at the interest rate applicable pursuant to the Act of 2 August 2002 on combating late payment in commercial transactions, from the due date of the invoice to the date of full payment. The Customer is not entitled to set off or settle or to suspend payments.
15. The Customer is at all times obliged, in connection with the contract, to reimburse any amounts to be collected or recovered by any government body, as well as the associated imposed fines to HIZKIA België. The aforementioned amounts must also be reimbursed by the Customer to HIZKIA België if HIZKIA België is approached by a third party engaged by it in connection with the agreement.
16. HIZKIA België is entitled to require, before commencing with the execution of the agreement, as well as in any position of the work thereafter, sufficient security from the Customer for what it owes and/or may owe to HIZKIA België. The Customer is obliged to provide that security upon HIZKIA België's first demand. This also applies if the Customer itself has already provided security in connection with the amount owed. As long as the Customer has not provided the requested security to HIZKIA België, HIZKIA België is entitled to suspend its performance, without prejudice to the rights arising from the law or agreement. HIZKIA België is not obliged to provide security from its own resources for payment of freight, duties, levies, taxes and/or other costs, should this be required. All consequences of not or not immediately meeting an obligation to provide security will be borne by the Customer.
17. In the event of cancellation or termination of the agreement, all amounts owed by the Customer to HIZKIA België, for any reason whatsoever, become immediately due and payable. At the discretion of HIZKIA België, it may in any case always cancel the agreement or terminate it with

immediate effect if the bankruptcy, judicial reorganization or other insolvency proceedings of the Customer are requested, claimed or opened, if an administrator is appointed over the assets of the Customer or the Customer otherwise loses the free disposal of his assets, if the Customer fails to fulfil any financial obligation towards HIZKIA België, ceases to conduct its business or – in the case of a legal person or company – if it is dissolved.

18. In the event that HIZKIA België starts a debt collection procedure, whether or not by judicial means, all related costs, including extrajudicial costs, will be borne by the Customer.
19. HIZKIA België has a right of pledge and a right of retention against all persons who require such delivery, for all items, documents and monies that HIZKIA België has or will receive for any reason or purpose whatsoever, for all claims it has or may have against the Customer and/or owner. HIZKIA België is also entitled to exercise the aforementioned right of pledge and/or retention for what the Customer and/or owner still owes HIZKIA België in connection with previous contracts. All consequences of the exercise of the right of pledge and/or retention are at the expense and risk of the Customer and/or owner.

Liability

20. The Customer is liable to HIZKIA België for damage as a result of the (nature of the) items included in the contract and their packaging. Furthermore, the Customer is liable vis-à-vis HIZKIA België for incorrect, inaccurate, incomplete and/or late instructions and data, for not making items available (in time) and/or documents at the agreed time and place, as well as for damage as a result of fault or negligence in general of the Customer, its directors, executives, employees, agents, subcontractors and/or other third parties engaged by him or working for him.
21. All actions and works are performed at the expense and risk of the Customer. Any legal claim regarding liability, on whatever grounds, can only be brought by the Customer within the limits of the agreement concluded with HIZKIA België. In the event that HIZKIA België or a Group entity is approached by a third party in connection with the work performed, the Customer is obliged to indemnify HIZKIA België or the Group entity upon first request if the Customer is at the basis of these claims and insofar as HIZKIA België or the Group entity would not be liable if the Customer would have made such claim.
22. HIZKIA België is only liable for damage if, and to the extent this is the result of the fault of HIZKIA België, its subordinates and/or contractors, to be proven by the Customer, with due observance of the below mentioned limitations and limits to the extent permitted by law.
23. In the case of items entrusted to it, HIZKIA België is only liable (with due observance of the previous article) for damage occurring during the period that it is physically in its care, therefore until the moment of delivery to, for example, the carrier or the Customer or the person appointed by the Customer for this. It is at all times up to the Customer to prove that the damage occurred during this period. If HIZKIA België performs work with regard to items without receiving them physically, the aforementioned liability period commences at the time that HIZKIA België physically performs work with regard to these items and ends whenever this work is interrupted or terminated.
24. If items are delivered in packaged condition to the Customer or the person who was designated for this, the Customer is obliged to notify HIZKIA België, in writing, within 5 working days after delivery of the damage allegedly suffered by HIZKIA België in connection with the performance of the agreement, failing which he can no longer rely on the alleged defect in the performance of HIZKIA België. The Customer must then store the relevant packaging material and hand it over to HIZKIA België upon first request.
25. Within the limits of what is permitted by law, HIZKIA België is never liable for any damage other than damage to or loss of the items entrusted or handled by itself. Therefore, liability for any other damage, including immaterial damage, lost profit or any other financial harm, arising from or related to the execution by HIZKIA België of the agreement concluded with the Customer, is excluded.

26. Damage compensation by HIZKIA België is limited to a maximum of the reasonable costs of restoration to be proven by the Customer, necessary to bring the relevant items into the condition in which they were immediately prior to the event that resulted in HIZKIA België's liability. If, in the opinion of experts, restoration is not possible, the court will determine the amount of damage based on expert evidence in accordance with Art. 31 of these General Terms and Conditions.
27. Except in the case of intent or deliberate recklessness on the part of HIZKIA België itself, in which case the liability limitations in this agreement do not apply, any liability of HIZKIA België and the Group entities is in all cases limited to 10,000 Euro per event or series of events with the same cause of damage, regardless of the number of objects involved and/or the number of contracts involved of the Customer.

Other provisions

28. Every claim against HIZKIA België is barred by the mere lapse of a year. The period of limitation runs from the day following the day on which the items were delivered or should have been delivered, or in the absence thereof from the day following the first of the following days: a) the day on which the claim became due, b) the day on which the victim became aware of the damage or c) the day on which the agreement between the parties has ended.
29. Drawings, models, calculations, descriptions, tools, software and similar produced or provided by HIZKIA België will always remain its property, even if costs have been charged for this. The information, knowledge and experience that is contained in all of this, or that forms the basis for used packaging materials, manufacturing and production methods, is reserved for HIZKIA België. This information will not be copied, shown to third parties, disclosed or used without written permission from HIZKIA België, except insofar as this is done within the framework of the execution of the contract.
30. Belgian law applies to the legal relationship between the Customer and HIZKIA België, including all agreements concluded between them.
31. All disputes arising from the agreement or arising in connection therewith belong to the exclusive jurisdiction of the Enterprise Court in Antwerp, district Mechelen.