



## UNA Art Logistics Terms and Conditions

**DEFINITIONS:** (a) **UNA Art Logistics** and its employees are referred as “**UNA**”. (b) “**Goods**” are items in whole or in part, in packed or unpacked state, (including but not limited to art and cultural property) for which UNA has performed Services upon or with respect to. (c) “**Services**” are all services provided by UNA with respect to Goods. Services involve UNA hiring subcontractors and may include arrangements for storage, transportation, installation, crating, export, import and other logistics services. **ALL SERVICES PERFORMED BY UNA ARE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH BELOW.** Each time Services are requested or modified by Client, an Estimate shall be executed and shall incorporate these Terms and Conditions. UNA may accept assignments verbally or via electronic correspondence at its discretion and these Terms and Conditions shall apply. UNA makes no warranties, express or implied as to any Service, unless expressly so stated and agreed to by UNA. (d) “**Client**” is the person(s), company or organization who retains UNA to perform Services with respect to Goods and then becomes liable to remit payment to UNA for charges incurred.

**SUBCONTRACTORS/ROUTES:** On behalf of Client, UNA may engage carriers, truckers, forwarders, customs brokers, air carriers, agents, warehousemen, art handlers, others and/or any other transportation and logistics intermediaries, as required, to transport, store and perform Services with respect to Goods. UNA has discretion in choosing the means, routes and procedures to be followed in the handling, transporting, delivering and servicing Goods. UNA’s limitation of liability shall apply to all Services performed by UNA.

**RATES AND LIEN:** Client shall be solely responsible for all of UNA’s Fees for Services. UNA shall maintain a lien on all Goods to cover unpaid invoices relating to all Services performed as permitted by the laws of the State of New York. This lien is superior to all other liens and security interests and is effective as of the date that UNA begins to perform Services with respect to Goods. Client shall be in default after 90 days in arrears and agrees that upon 30-days written notice, UNA may exercise its lien in any manner authorized by New York law. UNA shall not be liable for Goods in the event that a Subcontractor exercises a lien on Goods as a result of Client’s non-payment.

**STORAGE, TRANSPORTATION AND SERVICES OF SUBCONTRACTORS:** UNA does not store or transport goods, but it may arrange for storage or carriage of Goods on Client’s behalf with Subcontractor(s). UNA may also arrange other logistics and Ancillary Services including, but not limited to packing, crating, installation, assisting with exhibitions, special projects, assistance at art fairs, and handling container loads. Client’s Goods shall never be in UNA’s care, custody and control, and thus, UNA shall never be regarded as a Warehouseman, Bailee Carrier (of any kind), Freight Forwarder, Non-Vessel Operating Common Carrier or Customs Broker.

**LIMITATION OF UNA’S LIABILITY:** UNA’S MAXIMUM LIABILITY FOR LOSS OR DAMAGE TO GOODS BY ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, LOSS OR DAMAGE RESULTING FROM THE NEGLIGENCE OF UNA, IS LIMITED TO THE TOTAL COST OF SERVICES PAID BY CLIENT OR \$50.00, WHICHEVER IS LESS, BUT IT SHALL NEVER EXCEED THE ACTUAL LOSS OR DAMAGE. UNA shall not be liable for consequential, special, or punitive damages, including, but not limited to, loss caused by delay, loss of revenue, income, profit, diminution of market value, and /or utility, and emotional distress whether or not UNA had knowledge that such damages may have been incurred.

**INSURANCE:** Client agrees that Client is responsible to insure Client’s Object(s) against all perils of whatsoever nature. UNA does not insure Client’s Goods and UNA is not an insurance broker. At Client’s written request, UNA may allow client to declare a value for Goods and UNA shall then arrange for insurance to be purchased through UNA’s insurance broker by Client at a premium based on the value of Goods.

**EXCLUSIONS:** UNA is not liable for loss or damage to Goods due to: improper or inadequate packing or mislabeling by Client, Client’s agents or employees or by third parties directed by Client, internal damage or concealed breakage, breakage of glass, mirrors, marble, stone, ceramic, works in plaster, uncured (not thoroughly dry) paintings, inherent vice, defect, weakness, wear, tear, gradual deterioration, moths, insects, rodents, vermin, pre-existing conditions, the fabrication, repairing, refinishing, renovating, framing, reframing, restoring or retouching process, internal mechanics or instrumentation, waxen, resinous, or viscous surface areas, excessively worn items, such as antiques in disrepair; uncured or unset varnish applied to furniture, mysterious disappearance, fire, lightning, windstorm, hail, explosion,

earthquakes, floods, mudslides, collapse, burglary, theft, vandalism, malicious mischief, rust, oxidation, mold, directional orientation to which Client does not affix descriptive arrows in advance, extreme weather, changes in temperature or humidity, acts of God, breakdown or mechanical defect of vehicles or equipment, faulty or impassable highways, civil disobedience, riots, strikes or lockouts, illegal or unlawful actions, loss or damage related to war, invasion, acts of foreign enemies or customs officials, rebellion, revolution, insurrection, military or usurped power of confiscation or conversion by any government, public or local authority, ionizing radiations, contamination by radioactivity from any nuclear fuel or waste, atomic or nuclear fission, radioactive, toxic explosive or other hazardous properties of any nuclear component, any weapon of war, biological or chemical weapons, terrorism, willful misconduct, consequence of war, invasion, acts of foreign enemies, hostilities, nationalization or requisition or destruction of or damage to Goods by or under the order of any government or public or local authority, cyber-attack, damage caused by spoilage, contamination, deterioration, freezing, electrical and/or mechanical failure, damage to refrigerated and/or temperature controlled Goods, damage caused by mechanical or electronic derangement on clocks, scientific instruments, computers, decrease in market value, leakage, loss in weight or volume and/or folded or rolled art. Regarding damage to any item that is part of a pair or set, UNA shall only be liable for the separate value of the damaged item without respect to any special value claimed for such item as a part of a pair or set.

**NOTICE OF DAMAGES, CLAIM AND FILING OF SUIT:** Client shall notify UNA in writing of any and all damage within twenty-four (24) hours after discovery of damage to Goods, but in no event more than three (3) days after receipt of Goods. Claims by Client and all other persons must be presented in writing to UNA within 30 days after date of delivery. **Any action or lawsuit brought against UNA must be commenced within two (2) years of the date of delivery or the date that the damages to Goods were discovered (whichever is sooner).** Client must hold the packaging(s), crate(s), shipping container(s) and its contents in the same condition they were in when damage was discovered. When Goods have not been delivered, notice may be given of known loss or injury to Goods by mailing of a certified letter to the Client. No claims for loss or damage shall be entertained until all of UNA's charges have been paid in full. The amount of the claim may not be deducted from the total due and payable charges.

**THIRD PARTY ACTIONS AND INDEMNITY / HOLD HARMLESS:** Should any legal actions be served on and/or taken against UNA and/or its employees, relating to Goods, including but not limited to Subpoenas and Warrants, Client agrees to pay UNA's attorneys' fees incurred as a result of UNA's attorneys' defense of and/or compliance with said actions. Client shall defend, indemnify and hold UNA ("indemnitee") harmless from and against any and all claims, liabilities, damages, losses and judgments, including costs and expenses incident thereto, which may be suffered by or accrue against, be charged to or recoverable from UNA by reason of injury to or death of any person or by reason of loss or damage to Goods, from any cause including but not limited to the fault, breach of warranty or negligence of UNA, its officers, agents, subcontractors or employees and/or from the fault, breach of warranty or negligence of the Client, its officers, agents, subcontractors or employees. Goods may not contain dangerous, hazardous, odoriferous, radioactive, or leaking substances or any substance or material that is capable of contaminating or damaging other Goods or Persons. Should Client's Goods cause damage or loss whatsoever, Client agrees to defend and indemnify UNA with respect to all claims made for such damage.

**WAIVER OF SUBROGATION:** Client hereby waives all rights of subrogation against UNA, its officers, employees, agents and subcontractors occurring and/or arising out of any loss or damage to Goods to the extent such loss or damage is covered by insurance. This waiver of subrogation shall be in addition to, and not in limitation or derogation of, any other waiver, release, or limitation of liability contained in UNA's Terms and Conditions. Client agrees to immediately furnish its insurers with written notice of the terms of said waiver, and to have all applicable insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waiver of subrogation. All insurance policies covering Property that Client has or shall procure shall contain a waiver of subrogation in favor of UNA. Client shall furnish UNA with all applicable insurance policies on request.

**ALTERATION AND SEVERABILITY:** Only UNA employees may alter these terms and conditions. All conditions set forth herein are binding and cannot be modified altered or waived by any person including UNA employees, save for officers of UNA, and then only in writing and when signed by such an officer. UNA retains the right to prepare other terms and conditions and addenda as necessary. In the event any Paragraph(s) and/or portion(s) hereof are found to be invalid and/or unenforceable, the remainder hereof shall remain in full force and effect.

**GOVERNING LAW AND JURISDICTION:** UNA and Client agree that all Services performed by UNA shall be governed by the laws of the State of New York (without regard to New York's choice of law or conflict of law principles.) Client consents to the jurisdiction of the federal and state courts that sit in the State of New York and agrees that any action taken against UNA, shall be brought only in the federal and/or state Courts in New York.