

TERMS AND CONDITIONS OF SERVICE

These Terms and Conditions constitute a legally binding contract between CFL Art Services (hereinafter referred to as the “Company,” “we,” or “us”) and the “Customer.” They form an integral part of all documents related to the pick-up, transport, and/or delivery of goods by the Company on behalf of the Customer.

If the Company issues any additional documents containing Terms and Conditions related to its services, such provisions shall be supplementary to those outlined herein. In the event of a conflict, the terms of the specific document governing the particular service shall take precedence.

1. Definitions

For purposes of this Agreement:

- (a) Customer: Any individual or entity for whom the Company performs services, including its agents, representatives, shippers, consignees, importers, exporters, carriers, secured parties, warehousemen, buyers, sellers, or others acting on their behalf. The Customer is responsible for informing all such parties of these Terms and Conditions.
- (b) Documentation: All data, records, and information provided by or on behalf of the Customer, whether in physical or electronic format.
- (c) Goods: All artwork, antiques, furniture, or other property owned or lawfully possessed by the Customer and delivered to the Company for service.
- (d) Customs: Refers to United States Customs and Border Protection or other relevant governmental customs authorities.
- (e) Entry: The legal process of importing goods into the United States in compliance with all applicable customs and regulatory procedures.

2. Company as Agent

For matters involving customs, documentation, licensing, and regulatory dealings, the Company acts solely as the Customer’s agent. In all other services, including transport and installation, the Company functions as an independent contractor.

3. Limitation of Actions

- (a) Written claims must be submitted to the Company within ten (10) days of any event giving rise to a claim. Failure to provide timely notice will constitute a full defense against any claim, including those made by insurers or third parties.
- (b) The Customer and/or its agents must inspect Goods immediately upon delivery. Any damage must be documented in writing on the delivery receipt. Failure to do so shall constitute a waiver of all claims, and will be considered conclusive evidence that the Goods were delivered in good condition.
- (c) Unless otherwise instructed, or unless packing condition suggests visible damage, the Company will receive goods “unchecked.” In such cases, the Company assumes no responsibility for preexisting damage. If the Company is instructed to re-pack or inspect Goods, it will do so and record any damage noted at that time.
- (d) Legal actions must be filed within the following timeframes:

Ocean transport: within one (1) year

Air transport: within two (2) years

Customs entry services: within seventy-five (75) days of liquidation

All other claims: within one (1) year

4. Third Parties and Routing

The Company is not liable for delays, errors, or losses caused by third parties unless those parties were selected at the express written instruction of the Customer. Any claims resulting from third-party performance must be pursued directly against them.

5. Quotations

Verbal quotations are for informational purposes only and are non-binding unless confirmed in writing by the Company. Prices and terms are subject to change until agreed in writing.

6. Duty to Provide Accurate Information

- (a) For imports, the Customer must provide all necessary documentation prior to entry, including accurate invoices, classifications, and origin data. We are not liable for delays or penalties due to incomplete or incorrect information.
- (b) For exports, the Customer is responsible for providing all required documents. Delays or penalties resulting from incorrect or untimely submissions are solely the Customer’s responsibility.
- (c) The Customer warrants the accuracy of all information and indemnifies the Company against any penalties, duties, or legal consequences arising from inaccuracies or omissions.

7. Reliance on Customer Information

The Customer must review and verify all documents prepared or filed by the Company. The Company is entitled to rely on the information provided by the Customer, and is indemnified against all liabilities arising from errors or omissions in such information.

8. Declaring Higher Value

If the Customer desires valuation in excess of the standard limits set by third parties, a written request must be made in advance. The Company assumes no obligation to declare excess value unless expressly instructed in writing and the related fees are paid.

9. Insurance

The Company is not required to procure insurance unless requested and agreed upon in writing, and all related premiums are paid in advance. Without such agreement, the Company bears no liability for loss or damage beyond the limits set forth herein.

10. Disclaimers and Limitations of Liability

- (a) No express or implied warranties are made by the Company.
- (b) The Company is only liable for loss or damage caused by its employees’ direct negligence.
- (c) The Customer may request additional insurance coverage at its own expense.
- (d) Unless additional coverage is purchased:

For non-customs services: liability is limited to \$50 per shipment or \$0.60 per pound, whichever is greater.

For customs brokerage: liability is limited to \$50 per entry or the amount of the brokerage fee, whichever is less.

- (e) The Company shall not be liable for indirect, incidental, or punitive damages except in cases of willful misconduct.

11. Joint Payment Obligations

Both the shipper (Customer) and consignee are jointly responsible for payment of all charges, including those advanced by the Company or carriers. Extension of credit to one party does not discharge the obligation of the other.

12. Storage Rights

If delivery cannot be made due to Customer’s unavailability or changed address, the Company may store the Goods at the Customer’s expense. The Customer remains responsible for all charges incurred during storage.

13. Regulatory Compliance

The Customer is solely responsible for ensuring compliance with all governmental and regulatory requirements, including but not limited to customs, FDA, and labeling laws. The Company bears no responsibility for fines or penalties arising from non-compliance.

14. Premises Liability

The Company is not responsible for damage to premises during pickup or delivery unless caused by gross negligence. In such cases, liability is limited to \$50 unless the Customer has secured Property Damage Insurance through written agreement.

15. Indemnification

The Customer agrees to indemnify and hold harmless the Company against any liabilities, claims, fines, legal costs, or expenses arising from the transport, import, export, or delivery of Goods, including violations of any applicable laws.

16. Collection Costs

If any payment dispute arises, the Company is entitled to recover reasonable attorney’s fees, collection costs, and 12% annual interest (or the highest rate permitted by law) from the date services were rendered.

17. General Lien and Sale of Goods

- (a) The Company retains a general lien on all Customer property in its possession for any unpaid fees.
- (b) The Company may sell such property after giving 30 days’ notice, unless payment or an acceptable security is provided.
- (c) Any surplus proceeds from the sale will be returned to the Customer.

18. Recordkeeping

The Customer is solely responsible for maintaining customs and transaction records under applicable law. The Company retains only the records it is legally required to maintain and does not act as a recordkeeper for the Customer.

19. Bills of Lading

Where issued, the Company shall not be required to list quantities, weights, or measurements unless specifically requested and agreed upon in writing, with associated fees paid.

20. Modifications

These Terms may only be modified by written agreement signed by both parties. Any unilateral modifications by the Customer are void.

21. Severability

If any provision of these Terms is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

22. Governing Law and Jurisdiction

These Terms shall be governed by the laws of the State of New York. The parties irrevocably submit to the jurisdiction of the federal and state courts located in New York City for any disputes arising from the services provided by the Company.