

**GENERAL TERMS AND  
CONDITIONS**

**ART ON THE MOVE**



**ARTICLE 1: LIABILITY & LIMIT OF LIABILITY**

Regarding the fact that objects entrusted to AREXMO SRL are fragile and that all their features cannot be verified nor possible defects identified at the moment of loading, AREXMO SRL accepts no liability - except where expressly and legally provided for – irrespective of the legal qualification of the work undertaken (transport, wrapping, storage, service, etc.).

Consequently, the burden of proof of any liability on the part of AREXMO SRL lies with the Customer in respect of any fault as well as any damage and the scope of such damage.

With a view to balancing the parties' respective rights and obligations, there shall be no presumption of liability on the part of the Customer in the event of any damage sustained by AREXMO SRL.

When the work undertaken by AREXMO SRL is subject in whole or in part to a compulsory transport convention provision such as the CMR Convention on the Contract for the International Carriage of Goods by Road of 19 May 1956, or the Warsaw Convention on International Carriage by Air of 12 October 1929, or the Montreal Convention on International Carriage by Air of 28 May 1999, AREXMO SRL's liability shall be limited to the maximum provided for by the convention which applies at the moment when the damage occurs.

If AREXMO SRL's liability is invoked while none of the international conventions that limit its liability apply compulsorily, AREXMO's liability shall extend to the maximum amount provided for by the Montreal Convention on International Carriage by Air of 28 May 1999, namely in its present version 19 special drawing rights, or around EUR 23 per kilo of lost or damaged weight, notwithstanding the cause of the damage or the severity of the misconduct, and this even in the event of AREXMO SRL's gross misconduct or its employees' gross misconduct or fraud.

The limits of liability indicated above shall apply to all forms of possible damage, either loss, harm,

delay or any other damage.

Any loss or damage other than that directly sustained by objects entrusted to AREXMO SRL will never be compensated, and notably consequential financial loss or damage, loss of contract, loss of or damage to reputation, depreciation of a collection to which the lost or damaged object pertains, indirect loss or damage, etc., whatever the cause and the severity of the alleged violation.

With a view to balancing the parties' respective rights and obligations, the Customer will not be liable towards AREXMO SRL, in the event of the Customer's fault, beyond the limits of liability described above.

## **ARTICLE 2: INSURANCE**

Since the above-mentioned limits of liability are generally much lower than the value of the objects or works, the Customers' attention is drawn in particular to the absolute need to insure the objects entrusted to us.

If the Customer has not arranged insurance cover for the work entrusted to us, we highly recommend that he has his objects insured under the open cover policy which AREXMO SRL has contracted with its own insurers. In the event of loss or damage, the Customer will then be able to submit a claim to or through these highly reputable companies.

If the Customer prefers to select his own insurance cover or to contract a specific insurance policy with the company of his choice, he undertakes

- either to obtain from his insurance company a waiver against AREXMO SRL beyond the limit provided for by one of the abovementioned Conventions, as well as a total waive and all recourse against the lessor of AREXMO and any person linked to the lessor (tenants, under tenants, lease holders, occupants, trustees, guardians as well as the persons at their service and their representative) as well as against any occupant of the building where AREXMO is established
- or to produce to AREXMO an attest provided by the Customer's insurance company confirming that AREXMO SRL is co-insured under the Customer's policy and that this insurance company accepts the waive recourse in above text

If, despite the above recommendations, the Customer deems it judicious not to take out an insurance policy, notwithstanding the risk implied by such a choice, the Customer acknowledges being his own insurance agent and waives any and all recourse against AREXMO SRL beyond the abovementioned limits.

This waiver applies to the Customer's insurance company as well as to the uninsured Customer and covers all loss and damage, whatever the cause, the severity of the fault – even AREXMO

SRL' gross personal misconduct or its employees' gross misconduct or fraud as well as a total waive and all recourse against the lessor of AREXMO and any person linked to the lessor (tenants, under tenants, lease holders, occupants, trustees, guardians as well as the persons at their service and their representative) as well as against any occupant of the building where AREXMO is established

### **ARTICLE 3: LOADING - CONDITION REPORT**

As the verification of the objects loaded is often carried out under conditions that are not optimal, the Customer acknowledges that the loading by AREXMO, even in the absence of reservations, only refers to the superficial appearance of the objects entrusted.

The same applies to the documents entitled "*condition reports*".

Moreover, the contents of the "*condition reports*" does not carry any weight of evidence toward AREXMO when such a document is drafted before – and not at the moment of – the effective loading.

### **ARTICLE 4: RESERVATIONS AT THE END OF THE ASSIGNMENT**

The Customer is entitled to express reservations in the event of loss, harm or delay.

Without prejudicing any compulsory legal provisions which may apply, reservations relating to loss, visible harm or delay must, in order to be valid, be written on the transport or assignment execution document at the moment when AREXMO's assignment ends.

In the event of partial loss or damage that is not visible, the reservation shall be expressed in writing within three days after the end of Art Shipper's assignment. Moreover, the Customer must then prove that the alleged loss or damage occurred before the end of the assignment, without prejudice to Article 1 above.

### **ARTICLE 5: PAYMENT**

Unless otherwise agreed in writing, our invoices are payable upon issue. Deposits and interim fee statements may be established depending on the nature and duration of the mission.

In compliance with the Belgian Act of 2 August 2002 on arrears of payment in commercial transactions, unpaid amounts bear interest on overdue payment by operation of law from the due date, at the rate provided for under Section 5 of said Act, i.e. interest at the key rate increased by 7 percentage points rounded up to the higher percentage point, according to the advice published periodically by the Finance Minister in the Belgian "Moniteur". In addition, the Customer shall be required to pay an inclusive allowance of 40 € as well as reasonable recovery costs, such as provided for by this Act (5€ per payment reminder), which will be reasonable but not lower than 10 % of the principal debt. The same provisions apply to private Customers.

## **ARTICLE 6: RIGHT TO RETAIN**

It is customary for the objects which are entrusted for transport and/or storage and/or wrapping to be left as security for all debts of the Customer toward AREXMO SRL, including those relating to previous assignment or other objects. AREXMO SRL reserves the right to exercise its right to retain in respect of the objects thus left as security.

## **ARTICLE 7: CANCELLATION OF ASSIGNMENT**

If the Customer cancels his order before the beginning of the assignment, he shall be required to reimburse to AREXMO SRL the expenses incurred as well as the compensation provided for in Section 1794 of the Belgian Civil Code (*Code civil*), which AREXMO SRL reserves the right to claim.

## **ARTICLE 8: STORAGE IN OUR WAREHOUSES**

Goods to be stored in AREXMO SRL's secure warehouses will be the subject of a transport or receipt document on which, if necessary, observations concerning their packaging and apparent/external condition will be noted. If it is impossible to carry out an incoming inspection, the customer releases AREXMO SRL from any liability whatsoever. If necessary, a condition-check may be carried out at the customer's request and expense.

We recommend (at least) an annual visit by the customer to examine the works, and a visit every six months for delicate works. Otherwise, the customer releases AREXMO SRL from any liability for damage to stored works.

The customer will be sent a monthly, quarterly or annual invoice (as agreed) for rent, payable in advance. The start of storage will lead to a consensual contract, and the customer will be bound by our general terms and conditions.

Any taxes and registration fees arising from the rent will be charged to the customer. AREXMO SRL may also revise its rates annually in the event of additional taxes. An indexation will take place on the anniversary date.

Unless otherwise agreed in writing, which shall take precedence over these terms and conditions, the parties may terminate the storage agreement early and unilaterally, subject to a notice period of 3 months for any storage period of less than one year, and 6 months for any storage period of at least one year. Notice must be given by e-mail or registered letter.

In accordance with current legislation, the customer undertakes to provide AREXMO SRL, at its first request, with all documents and information required to verify the compliance of the customer relationship with the obligations of the art warehouse with regard to the prevention of money laundering and the financing of terrorism. To this end, he will provide AREXMO SRL with a copy of his identity document, as well as the information request form, or any other additional information made necessary by his personal legal situation.

The client undertakes to inform AREXMO SRL without delay of any change in his legal situation.

## **ARTICLE 9: OPPOSABILITY AND VALIDITY OF THESE GENERAL TERMS AND CONDITION**

The Customer guarantees to AREXMO that he accepts the above general terms and conditions, and that any third party, such as a non-contracting owner, who may have an interest in the correct execution of the assignment, accepts them as well.

If any of these terms and conditions should be declared null and void, such nullity shall not extend to any other clauses and the parties expressly request the Court which would pronounce nullity to have the clause applied to the full extent within the limits of the law so as to comply with the common will (*volonté commune*) as expressed in these terms and conditions.

In the event of total or partial subcontracting, the “Belgian general shipping conditions”, as published in the annexes to the Belgian Moniteur (Official Gazette) of 24 June 2005, under number 0090237, will apply. A copy of these terms and conditions is available on our website.

## **ARTICLE 10. DATA PROTECTION AND GDPR**

Pursuant to the legal provisions i.e. the GDPR ((EU) Regulation 2016/679 of 27 April 2016 - General Data Protection Regulation), AREXMO SRL is the controller of the personal data which it is obtaining or which are entrusted by the client ( the “data”) .

The personal data shall be processed by AREXMO SRL solely for the files’ management and processing within the missions entrusted by the client, in order to comply with AREXMO SRL’s legal obligations or in order to keep the client informed.

The data are transferred to third parties in accordance with GDPR when necessary for the performance of the mission entrusted by the client to AREXMO SRL or when AREXMO SRL is legally bound to such transfer. AREXMO SRL uses client’s personal identification data to send information, newsletters or invitations to events solely with the prior consent of the person concerned. In such case, the person concerned can withdraw his consent at any time in writing as explained hereunder.

The data will be kept for the whole duration of the mission and as long as necessary for AREXMO SRL to comply with its legal obligations regarding conservation of archives (including accounting and tax obligations). This period will be extended in the event of a possible dispute with the client.

Pursuant to GDPR, the person concerned has the right to request access to his personal data, rectification of inaccurate or incomplete data, erasure of personal data in compliance with article 17 GDPR or restriction of processing in compliance with article 18 GDPR. The person concerned has also right to object to processing of his personal data, in compliance with article 21 GDPR and can request a copy of his data in order to transfer them to another controller.

All requests in order to enforce such rights or in order to withdraw one’s consent must be sent in writing to AREXMO SRL at following addresses:

-E-mail: [art@art-onthemove.be](mailto:art@art-onthemove.be)

- Per registered mail to AREXMO SRL, Henri-Joseph Genessestreet 1 , 1070 Brussels.

The person concerned has the right to lodge a complaint with a supervisory authority. In Belgium, the supervisory authority is the “Belgian Data Protection Authority”:  
[www.dataprotectionauthority.be](http://www.dataprotectionauthority.be).

The client guarantees that the personal data communicated to AREXMO SRL for the management and processing of his file are transferred in compliance with GDPR, including where necessary with the consent of the person(s) concerned or based on another lawful basis for data communication and processing. The client will hold AREXMO SRL harmless against any claim of any third party because of an alleged violation of GDPR.

## **ARTICLE 11: APPLICATION OF THESE GENERAL CONDITIONS**

If the customer omits when accepting our offer or when ordering to repeat his agreement to these general conditions, or if, for any reason whatsoever (such as urgency or administrative error), we carry out a mission without our general conditions having been expressly accepted, the client now acknowledges that these general conditions will be applicable to all our missions unless written and unequivocal notice is given on his part before the start of our future intervention.

## **ARTICLE 12: APPLICABLE LAW AND TERRITORIAL COMPETENCE**

These general terms and conditions are governed by Belgian law, and the latest version posted on the service provider's website takes precedence over any previous version.

Any lawsuit, even in the event of multiple defendants or in the event of a warranty being invoked, shall be submitted to the exclusive jurisdiction of the competent court in Brussels.

If, in spite of these provisions, a foreign jurisdiction should claim its territorial competence, the parties shall expressly invite this jurisdiction to apply Belgian law, including applicable Belgian doctrine and jurisprudence.

## **ARTICLE 13: TRANSLATION**

This document is a free translation of our general terms and conditions into English.

In the event of any discrepancy or ambiguity between the original French version of this document and its English translation, the French version shall prevail and be deemed the official version of the General Terms and Conditions.