

# LOSS AND DAMAGE LIABILITY

These are the terms and conditions on which Christie's will accept liability for physical loss of, or damage to the Property as referred to in, and incorporated into the agreements between You and Christie's in respect of the sale or other handling of Property in Christie's care custody and control (together and/or separately the "Agreements"). Unless stated otherwise, capitalised words and expressions used in these terms and conditions have the meanings given to them in the Agreements.

## 1 • DEFINITIONS

In these terms and conditions:

- 1.1 "Christie's" means Christie's International Plc., its subsidiaries and other companies within the corporate group
- 1.2 "Seller" means the owner of the Property or if not the owner, the Owner's Agent
- 1.3 "Owner's Agent" (if applicable) means the person acting as agent on behalf of the owner of the Property (excluding Christie's)
- 1.4 "Agreement" means the agreement between You and Christie's in respect of the sale or other handling of Property in Christie's care custody and control
- 1.5 "You" and/or "Seller" have the meanings given to them in the Agreement
- 1.6 "Property" means an item of property to be offered for sale (or two or more items of property to be offered for sale as a group) as listed or referenced in the Agreement,

## 2 • GENERAL EXCLUSIONS FROM LIABILITY

Christie's shall not be under any liability for loss, damage or expense attributable to or caused by:

- 2.1 the willful misconduct of You, the Seller and/or the Owner's Agent
- 2.2 insufficiency or unsuitability of packing or preparation of the Property unless the packers or shippers are acting under Christie's instructions
- 2.3 moth, vermin, woodworm, wear, tear, gradual deterioration and/or inherent vice
- 2.4 changes in atmospheric conditions. We will not be liable for any physical loss or damage to any lot caused by climatic or atmospheric conditions beyond our control as long as we take reasonable care and skill in handling the Property to reduce the risk of physical loss or damage.
- 2.5 We will not be liable for any physical loss or damage to picture frames or to glass forming part of picture frames caused by circumstances beyond our control as long as we take reasonable care and skill in handling the Property to reduce the risk of physical loss or damage.

## 3 • WAR EXCLUSION

Christie's shall not be under any liability for loss, damage or expense attributable to or caused by:

- 3.1 war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any act by or against a belligerent power
- 3.2 capture, seizure, arrest, restraint or detainment (piracy excluded), and the consequences thereof or any attempt thereat
- 3.3 derelict mines, torpedoes, bombs or other derelict weapons of war; or
- 3.4 confiscation, expropriation, detention, destruction, nationalisation, requisition or enforcement by order of any Government, Public, Municipal, Local or Customs Authority

## **4 • TERRORISM EXCLUSION**

Notwithstanding any provision to the contrary within these terms and conditions or any addition to them, Christie's shall be under no liability for any loss, damage or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the loss, or any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

In these terms and conditions, an "act of terrorism" means an act, including but not limited to the use of force or violence and/or the threat thereof of any person or group of person(s), whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government or to put the public, or any section of the public, in fear.

## **5 • ENVIRONMENTAL EXCLUSION**

Christie's shall be under no liability for any loss, damage or expense directly or indirectly caused by or contributed to by or arising from:

- 5.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or any nuclear waste or from the combustion of nuclear fuel
- 5.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or any other nuclear assembly or nuclear component thereof
- 5.3 any weapon or device supplying atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- 5.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, store or used for commercial, agricultural, medical, scientific or other similar peaceful purposes; or
- 5.5 any chemical, biological, bio-chemical or electromagnetic weapon

## **6 • PAIRS AND SETS**

If physical loss of, or damage to, the Property is recoverable under these terms and conditions, and the Property is a pair or set, Christie's will pay any consequent depreciation in value on the remainder of the pair or set.

## **7 • PARTIAL DAMAGE**

In cases where the Property is partially damaged Christie's liability will be limited to reasonable restoration costs and the diminution in the value of the Property (taken in its condition as restored), if any, caused by such damage.

## **8 • RESTORATION**

Christie's shall be under no liability for any loss of, or damage to, the Property caused by work done by a restorer in the course of their alteration or any refinishing, renovating, repairing, restoring, or similar process.

## **9 • EXHIBITION AND RELATED RISKS**

It is agreed that these terms and conditions include all transits and exhibitions, sales, displays or viewings where Christie's send Property between its main offices or elsewhere.

## **10 • NOTIFICATION OF LOSS**

On the discovery of any event which may give rise to a claim, You must notify Christie's without delay and provide a written notice within thirty days of the discovery of the event giving rise to the claim.

## **11 • MODIFICATION OR CANCELLATION**

If Christie's modifies or cancels any aspect of these terms and conditions, we will give You at least 45 days' notice stating the reasons for the modification or cancellation.

## **12 • ASSIGNMENT OF TITLE**

Where a claim is made for the complete physical loss of the Property and Christie's pays sums to you in respect of that loss, if the Property is subsequently recovered, you agree that Christie's shall take full legal title to the Property unless and until such time as you return those sums to Christie's. Where a claim is made for physical damage to the Property and Christie's pays sums to you on the basis that the Property was totally damaged, you likewise agree that Christie's shall take full legal title to the Property.