

Purchaser Shipping Instruction Form • New York

Please be advised sales tax is due before your property can be shipped to any of the following states: CA, FL, IL, MA, NY, PA, RI, TX.

Please contact the Payments Department at +1 212 636 2495 for questions regarding sales tax.

Please return this signed form via email to ArtTransport_NewYork@Christies.com or via fax to 212 636 4937.

.....
Sale and Lot Numbers

.....
Sale and Lot Numbers

SHIPMENT DESTINATION

.....
Account Name

.....
Account Number

.....
Recipient Name

.....
Recipient Phone

.....
Shipping Address

.....
City, State / Province

.....
Post / Zip Code

.....
Country

.....
Client Phone

.....
Client Email

LOSS AND DAMAGE LIABILITY COVERAGE

☐

Please provide coverage for my property
Coverage is for purchase price, incl. premium

☐

Please do NOT cover my property
I have my own insurance

☐

Please remove and discard frame and glass
Christie's does not cover frames and glass

REQUEST A NO OBLIGATION QUOTE

☐

Please send me a written quote.

☐

No quote required. Please arrange shipping at my expense.

PAYMENT METHOD FOR SHIPPING

.....
Card Number

.....
Expiration Date

.....
CCV Number

.....
Name on Card

.....
Signature

.....
Date

US Clients: Please check here to pay the state sales tax due on your property with the above credit card. This will be a separate charge on your statement.

☐

Yes

☐

No

SPECIAL HANDLING WITH DELIVERY SERVICE

Please indicate if you would like us to provide (at an additional cost) ☐ unpacking, ☐ crate removal, and/or ☐ installation for your purchase

International Clients: For exports you authorize Christie's Inc. to export the above under the laws of the US. Please indicate the service you would like:

☐

Door To Door Shipment: We arrange for a customs clearing agent and final delivery. You pay the agent directly for duties and taxes.

☐

Door to Airport Shipment: Delivery to the airport without Customs processing. Please provide airport of destination and Customs Agent/Broker below in special instructions field.

SPECIAL INSTRUCTIONS (such as delivery date)

CHRISTIE'S TERMS AND CONDITIONS FOR SHIPPING

Christie Inc. ("Christie's") agrees to ship your property, as described by sale and lot number or such other designation on the front side of this Shipping Authorization Form, (the "Property") subject to the following terms and conditions:

1. If the Property has been purchased at an auction or private sale conducted by Christie's, Christie's will not pack and ship the Property, or accept liability for physical loss of or damage to the Property, until payment in full of the purchase price for the Property, including buyer's premium, has been received and accepted in good, cleared funds by Christie's.
2. You agree that Christie's liability for any loss or damage to the Property shall be limited according to the following terms:
 - a. For Buyer:
 - i. Unless you indicate otherwise on the front side of this Shipping Authorization Form, Christie's will automatically accept liability for physical loss of, or damage to, the Property, on and subject to the terms and conditions which are available for inspection at Christie's offices or on our website at <http://www.christies.com>, which Christie's may vary from time to time, and which are deemed to be incorporated in full into this document. Christie's liability is also limited to the total of the hammer price and the buyer's premium
 - ii. Such liability as we accept in respect of the Property shall commence from the time of collection from any Christie's site and shall cease on delivery to you or your agent.
 - iii. To justify accepting such liability for the Property we will make a charge as indicated on the front side of this Shipping Authorization Form.
 - iv. If you have instructed us that you do not wish us to accept liability as described in paragraph (i) above, the Property will remain at your risk at all times. You accept that, in such circumstances, we shall not be liable for any physical loss of or damage to the Property. Even if, despite the terms of this paragraph, Christie's is found to be liable for any loss of or damage to the Property, that liability shall not exceed \$75,000 or the market value of the Property, if lower.
 - b. Buyer's claims:
 - i. Any and all claims regarding loss of or damage to the Property must be made in writing not later than the time of delivery in the case of apparent loss or damage and within three days of delivery (Sundays and public holidays excepted) in the case of loss or damage which is not apparent. Notice advising of the loss or damage should be sent via e-mail to our Client Service Center's general mailbox at ArtTransport_NewYork@Christies.com. The contents must be retained in the original container(s) for inspection by Christie's and/or its agent. In order for your claim to be processed, you will be required to provide clear photographs of the Property as delivered to you, any documentation related to the shipment of such Property, and any other information reasonably requested by Christie's and/or its insurers or agents. Claims not made by the time or within the period stated above shall be deemed waived by you.
 - ii. Christie's shall not be liable for any special, consequential or incidental damages whether or not Christie's had knowledge that such damages might be incurred.
 - iii. No claims with respect to shipment will be entertained until all charges have been paid in full.
 - iv. If you have instructed us that you do not wish us to accept liability as described in paragraph 2(a)(i) above, you will indemnify and hold harmless Christie's from and against any and all losses, damages, liabilities, and claims and all fees costs and expenses of any kind related thereto (including legal fees), arising out of, based upon, or resulting from any claim asserted against Christie's by a third party for loss of or damage to Property, irrespective of the cause of such loss or damage, including negligence.
3. Christie's shall have the right to subcontract with other parties in order to fulfill its obligations under these Terms and Conditions.
4. These Terms and Conditions constitute the entire agreement and understanding between the parties with respect to the shipment of the Property contemplated on the front side of this Shipping Authorization Form and supersede all prior agreements relating to the shipment of the Property.
5. No agent, representative or employee of any party with which Christie's subcontracts in order to carry out its obligations under these Terms and Conditions has the authority to alter, amend, modify or waive any provision contained herein.
6. If any part of these Terms and Conditions for Shipping is found by any court to be invalid, illegal or unenforceable, that part shall be discounted and the rest of this agreement shall continue to be valid and enforceable to the fullest extent permitted by law.
7. The rights and obligations of the parties with respect to these Terms and Conditions for Shipping shall be governed by and construed in accordance with the laws of the State of New York. In the event of any dispute hereunder the parties hereby consent to the exclusive jurisdiction of the courts of Federal District Court for the Southern District of New York or in a state court in New York County, New York. the laws of the State of New York. In the event of any dispute hereunder the parties hereby Court for the Southern District of New York or in a state court in New York County, New York.