

GENERAL CONDITIONS FOR CARRIAGE OF WORKS OF ART WITH OWN VEHICLES (GCV) by Isler

(Hereafter called Isler)

Article 1. BASIS OF THE CONTRACT.

1. All services, in connection with carriage of works of art in Switzerland, performed by Isler, shall be governed by the present General Conditions (GCV).
2. In case of border crossing carriage, the provisions of the Convention on the contract for the international carriage of goods by road (CMR) shall be applicable.

Article 2. GOVERNING LAW AND JURISDICTION.

All agreements shall be governed and construed in accordance with Swiss law. The place of performance of the rights and obligations created hereby shall be at Zurich. These General Conditions are also available in German and French. In case of any discrepancy, the German text shall apply. The following conditions are also applicable: The General conditions of Swiss Freight Forwarding and Logistics Association. The "General Conditions for the handling of works of Art" (GC) of Isler and the "General Conditions for the storage of works of Art" (GCS) by Isler.

Article 3. SENDER'S OBLIGATIONS.

1. The sender shall be responsible for proper packing.
2. He shall precisely inform Isler about the address of the sender, the place designated for delivery, the number and type of packages, the gross weight, the contents, the value, the agreed time-limit for delivery and the mode of transport.
3. The sender shall have to specify to Isler the nature of the goods, their weight distribution and whether the goods are susceptible to damage. He shall be responsible for sufficient marking, and, if necessary, numbering of the packages.
4. The sender shall be responsible for all expenses, loss or damage sustained through omission or inadequacy.

Article 4. INSURANCE.

1. Isler may propose to the client an insurance coverage against loss and damage during carriage.
2. In this respect, and prior to any order, the client must give his insurance order in writing. In that case, Isler shall act as an agent.
3. Should an insurance coverage be taken, the General Conditions for carriage (GCC last edition), as well as the related clauses, shall apply to carriage insurance.

Article 5. CUSTOMS FORMALITIES.

Isler shall have to clear the carried works of art upon special request only and, in this case, shall rely upon the client's information. Only the client shall be responsible for any consequences resulting from false declaration, including any customs duties, taxes, fines and penalties.

Article 6. DELIVERY OBSTACLES.

In case of refusal by the client or his representative to accept or to pay for the delivery, or in case Isler's unable to deliver, for reasons not justifiable, it is entitled to either store the goods, at the sender/consignee's costs, or to return it to sender.

Article 7. LIABILITY OF ISLER.

1. Isler shall be liable for accurate and conscientious execution of the order. He shall be liable for any damage resulting from the non-performance of contract obligations.
2. Its liability shall commence upon the transfer of the works of art to Isler employees and shall terminate upon delivery of the works of art to the consignee or his representative.
3. Any direct legal action against Isler's employees, whether regular or temporary, for loss or damage of the works of art, shall be possible only within the limits provided for in articles 7 and 8 here above. In case of joint legal action against Isler and its employees, whether regular or temporary, the maximum indemnification shall not exceed the limits provided for in article 8 hereafter.

Article 8. LIMITATIONS OF LIABILITY.

1. By gross negligence, Isler's liability shall be unlimited. By slight negligence, its liability shall be limited. By gross and slight negligence caused by temporary employees, Isler's liability shall be limited.
2. In case of loss or damage, Isler's total amount of liability is 20 000 special drawing rights per occurrence.

Article 9. EXCLUSIONS OF LIABILITY.

1. Isler can, by no means, be liable for the loss or damage occurred to the works of art, if occasioned by one or more of the following circumstances:
 - a) the negligence of the client or his authorized representative.
 - b) where packaging is either lacking or insufficient, particularly in the case of goods that are fragile or easily damaged.
 - c) impossibility of Isler to check the condition of packed goods.
 - d) war, rebellion, terrorism, revolution, insurrection, usurped power or confiscation, nationalization or requisition by/or under the orders of any government or public or local authority, damages caused by nuclear energy.
 - e) natural disasters.
 - f) acts of God.
 - g) robbery.
 - h) circumstances which Isler could not avoid and the consequences of which it was unable to prevent.
2. Isler can, by no means, be liable if the goods have been handled by the client or his representative.
3. Isler shall not be liable for consequences of loading and unloading operations which he has not performed.
4. Isler shall not be liable for claims due to appreciation of lost or damaged works of art.
5. Isler shall not be liable in respect of any consequential loss or damage, such as loss of profit, claims for losses due to depreciation and conventional fines.

Article 10. LIABILITY IN CASE OF DELAY.

Damage due to a delay in delivery shall not be indemnified except to the degree that Isler's liability in this respect has been duly agreed upon its writing by each party. In addition, the provisions under Article 8 "Limitations" and Article 9 "Exclusions", remain expressly reserved. In case of indemnification as a result of a damage due to delay, the maximum compensation shall not exceed the agreed-upon indemnity caution for carriage.

Article 11. RIGHT OF LIEN AND PLEDGE.

1. Regardless of any reasons, Isler has a right of lien and pledge on the carried goods with respect to any claim which he may have against the client or his lawful successor.
2. This right of lien and pledge shall also apply to claims, in lieu of goods, such as insurance payments, proceeds from sale or compulsory sale transactions, etc. which are hereby transferred to Isler.

Article 12. DELIVERY / CLAIMS.

Upon delivery the consignee shall check the condition of the goods, the quantity, the number and weight of packages. He shall record any apparent defects and missing items and the corresponding delivery note must be signed by both parties. In case of not immediately apparent damages, the consignee shall send the reservation by written to Isler within 8 days after delivery of goods latest.

Article 13. RESCRIPTION / PROHIBITION OF A RIGHT OF SET-OFF.

1. In addition, the period of limitation for any action against Isler shall be one year as from the date of delivery of the works of art to the consignee.
2. Claims due to Isler for carriage and storage services, including costs and expenses, may by no means be set-off against other claims.