

Terms and Conditions of Ship Your Art

1. General Overview

These Terms and Conditions (the “Terms”) govern the provision of services by Ship Your Art, VAT number: BE0847463165, located at Moerkerkse Steenweg 423, 8310, Bruges, Belgium (“Ship Your Art,” “we,” “us,” “our”), to the client (“you,” “your”). By using our services, you agree to be bound by these Terms. These Terms apply to all shipments, regardless of the mode of transport.

2. Services Offered

Ship Your Art provides the following services:

- Packaging and/or shipping of art and other related items.
- Optional insurance for shipments.
- Temporary storage for items awaiting shipment.

All services are provided in accordance with these Terms.

3. Shipment and Delivery

We will arrange for the transportation of your items to the destination address provided by you. While we strive to deliver within the estimated timeframes, we are not liable for delays caused by factors beyond our control, including but not limited to weather conditions, customs delays, or third-party carriers.

4. Optional Insurance

You have the option to take out insurance for your shipment. This insurance covers damage or loss during transit up to the declared value of the item(s) insured.

- It is your responsibility to ensure that the value declared for insurance purposes is accurate.
- If you choose not to take out insurance, you assume all risks associated with the transportation of your item(s). Ship Your Art will not be liable for any damage, loss, or theft of items during shipment in such cases.

5. Packaging

Ship Your Art provides professional packaging services to ensure the safe transport of your items. However, in cases where the customer provides their own packaging, Ship Your Art assumes no liability for damages arising from improper or inadequate packaging.

6. Storage Fees

In the event of non-responsiveness or failure to collect the item(s) within a reasonable time (within 2 weeks) after notification that your shipment is ready, Ship Your Art reserves the right to charge storage fees. The storage fee is €1.5 per item per day. These charges will accrue from the date you are notified that your shipment is ready until the date of collection or alternative arrangements are made.

7. Import Taxes and Customs

It is the sole responsibility of the client to inform themselves of any applicable import taxes, duties, or local laws relating to the importation of artworks into the destination country. Ship

Your Art will not be liable for any costs, penalties, or delays related to the failure to comply with local customs regulations, duties, or taxes.

- All costs related to the importation of items, including customs clearance and import taxes, are to be borne by the client.

8. Liability

8.1. Limited Liability for Damages: In the case where insurance is not taken out by the client, Ship Your Art assumes no liability for damage, loss, or theft of items during transport.

8.2. Exclusions: We will not be held responsible for damages caused by force majeure, natural disasters, civil unrest, acts of terrorism, or other events beyond our control.

8.3. Liability Cap: In cases where insurance is taken out, Ship Your Art's liability will be limited to the coverage amount of the insurance policy taken by the client. No claims can exceed the insured value.

8.4. No Liability for Customs Delays or Penalties: We do not accept liability for any delays, fines, or additional costs due to customs clearance issues or non-compliance with import/export regulations by the client.

9. Client's Responsibilities

9.1. Accurate Information: The client is responsible for providing accurate and complete information regarding the destination, description of items, and value for insurance purposes.

9.2. Compliance with Local Laws: It is your responsibility to ensure that your items comply with the import regulations of the destination country.

9.3. Payment of Import Taxes and Duties: All customs duties, taxes, and any other charges applicable to the shipment are to be borne by the client. Failure to comply with these requirements may result in delays or additional charges, for which Ship Your Art will not be liable.

10. Payment Terms

All fees and costs for the shipping services will be invoiced to the client. Payment is due in full before the shipment is dispatched unless otherwise agreed in writing. Storage fees, if applicable, will be invoiced separately.

11. Cancellation

Once a shipment has been handed over to the carrier, the shipping process cannot be canceled, and all costs incurred up to that point are non-refundable. Prior to that, a cancellation request can be made, but Ship Your Art reserves the right to charge any applicable fees for services already rendered.

12. Governing Law and Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of Belgium. Any disputes arising from or relating to these Terms or the services provided by Ship Your Art shall be resolved in the courts of Bruges, Belgium, to which both parties submit.

13. Severability

If any provision of these Terms is found to be invalid or unenforceable by any court or regulatory authority, the remaining provisions shall remain in full force and effect.

14. Contact Information

For any inquiries or further assistance regarding these Terms and Conditions, you may contact us via the following means:

- Email: info@shipyourart.com
- Telephone: +32 456 79 70 68
- Address: Moerkerkse Steenweg 423, 8310, Bruges, Belgium

15. Force Majeure

Ship Your Art will not be liable for any failure to perform its obligations under these Terms if such failure results from circumstances beyond its reasonable control, including but not limited to acts of God, war, riots, embargoes, strikes, labor disputes, equipment failures, power outages, or natural disasters. In such cases, Ship Your Art will make reasonable efforts to notify the client of the delay and to resume performance of its obligations as soon as practicable.

16. Item Inspection and Acceptance

Upon delivery, the client must inspect the items for any visible damage or discrepancies. Any such issues must be reported to Ship Your Art in writing within 24 hours of receiving the item. Failure to do so will be deemed as acceptance of the item in its delivered condition, and no claims for damages will be entertained.

17. Prohibited Items

Ship Your Art reserves the right to refuse transport of certain prohibited items, including but not limited to hazardous materials, perishable goods, items restricted by international trade laws, counterfeit items, or stolen goods. The client is solely responsible for ensuring that items provided for shipment comply with all applicable laws and regulations. If prohibited items are found, Ship Your Art may refuse service, and any costs incurred in handling such items will be passed on to the client.

18. Right to Refuse Service

Ship Your Art reserves the right to refuse service at its discretion, including but not limited to situations where:

- The client's requested shipment does not comply with local, national, or international regulations.
- The client has previously breached these Terms.
- The shipment poses a risk to health, safety, or property.

Any refusal of service will be communicated to the client as soon as possible.

19. Non-Delivery

If the client provides incorrect delivery information or fails to collect or receive the shipment after reasonable delivery attempts, Ship Your Art will not be held responsible for the non-delivery. In such cases, any additional shipping or storage fees incurred will be charged to the

client. If no contact can be made with the client within 60 days, the items may be disposed of or sold to recover costs.

20. Confidentiality

Ship Your Art will maintain the confidentiality of all client information provided in connection with the shipment, except as required by law or necessary to complete the delivery process. Personal data provided by the client will only be used for the purposes of fulfilling the service and will not be shared with third parties except where necessary (e.g., carriers or customs agents).

21. Risk of Loss

The risk of loss passes to the client upon shipment, meaning once the item is collected by the carrier, the client assumes responsibility for any damage, theft, or loss during transit unless insurance has been purchased. Ship Your Art will assist the client in filing claims with the carrier or insurance provider, but is not responsible for the outcome of such claims.

22. Amendments to Terms

Ship Your Art reserves the right to update or amend these Terms and Conditions at any time. Any changes will be communicated to clients via email or other reasonable means. Continued use of our services following such amendments constitutes acceptance of the revised Terms.

23. Ownership of Artwork

The client represents and warrants that they are the rightful owner of the artwork or have obtained all necessary permissions from the legal owner to use Ship Your Art's services. Ship Your Art will not be liable for any claims or disputes regarding the ownership of items shipped.

24. Claims Procedure

In the event of loss or damage (where insurance has been purchased), the client must notify Ship Your Art in writing within 7 days of receipt or the scheduled delivery date. Failure to notify within this period may result in the claim being voided. Claims should include:

- Proof of value (e.g., invoice, receipt, or appraisal).
- Photographic evidence of the damage.
- A detailed description of the incident.

Ship Your Art will facilitate the claims process but does not guarantee any outcome.

25. Third-Party Carriers

Ship Your Art may use third-party carriers to transport items. While we carefully select these carriers, we are not responsible for their actions or any delays, damages, or losses they may cause. If issues arise with a third-party carrier, we will assist the client in addressing the matter, but Ship Your Art's liability remains limited to its direct involvement.

By using the services of Ship Your Art, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.