

The British Shop, Inc. Terms and Conditions

1. Definitions

The British Shop, Inc., a New York (USA) corporation, and its employees are collectively referred to herein as "TBS,"

"Agreement" means any document, agreement, instrument, or certificate, including but not limited to a Bill of Lading, Invoice, Tariff or Warehouse Receipt, to which these Terms and Conditions may be attached or in which these Terms and Conditions are incorporated by reference.

"Carrier," "Warehouse," or "Warehouseman" shall refer to TBS.

"Cargo," also referred to as "the Goods," "the Goods," or "the Freight," are items in whole or in part, in packed or unpacked state, that are tendered to TBS for transportation, storage or other Services, and subject to the rules and limitations set forth herein.

"Client," "Shipper" or "Bailor" is the person, firm or legal entity that retains TBS to collect and deliver the Goods and perform transportation and/or storage related services and who then becomes liable to remit TBS for charges incurred.

"Consignee" is the person or Parties who receive the Goods from TBS.

"Customs Charges" are all tariffs, dues, fees and other charges imposed upon importation of any Goods by the laws of the United States of America, the country in which the Consignee resides or has its principal place of business, or the country to which TBS is required to deliver Goods, as the case may be.

"Exclusions" are the conditions and occurrences, as set forth below, that protect and relieve TBS from all liability and responsibility for loss and damage related to the Goods.

"Goods" mean items in whole or in part, in packed or unpacked state, including but not limited to fine and decorative arts, antiques, and household goods that are tendered to TBS for any reason whatsoever including but not limited to handling, placement, transportation, storage, packing, crating, rigging, conditioning, cataloging, inventorying, appraising and or any other related Services

"Insurance" is a premium charged to the Client based on a value of the Goods declared by that Client and subject to all the limitations and exclusions set forth below. Payment of the Insurance premium allows the Client to collect the declared value in the event of a loss or mishap that is attributable to events or occurrences during TBS's possession of the Goods.

"NVD" means no value declared when the Client consigns the Goods for storage or carriage by TBS and does not declare a value on the Goods; thus releasing TBS to its minimum level of liability as set forth below.

"Services" shall refer to any and all work performed by TBS for a Client, including but not limited to storage, transport, carriage, handling, movement, collecting, receiving, delivering, placement and securing of Goods, as well as construction and repair of crates and other storage or travel containers for Goods.

"Tariffs," "Bill(s) of Lading," "Invoice" and "Warehouse Receipts" means any document with that title in such form and substance as TBS may use from time to time in performing Services hereunder, as the same may be modified or changed from time to time to TBS's sole discretion.

Certain terms not defined herein that are defined in the New York Uniform Commercial Code, N.J. Stat. §§ 7-101 et seq., shall have the same meanings herein.

2. Bills of Lading, Warehouse Receipts and Other Documents; Subcontracting

In tendering the Cargo described herein for storage or carriage, the Client irrevocably and unconditionally agrees to these Terms and Conditions, which no agent or employee of the Parties may alter, and that the applicable Bill of Lading and/or Warehouse Receipts are non-negotiable and have been prepared by the Client or on his behalf by TBS. Client authorizes TBS to make, endorse, and sign Bills of Lading, waybills, Warehouse Receipts, and/or other necessary or required documentation in connection with the Services, in the name, place and stead of Client. Moreover, Client acknowledges and agrees that TBS and/or its authorized agents may subcontract the performance of Services to third parties and or subcontractors and hereby authorizes TBS and/or its authorized agents to hire, retain, and or otherwise appoint third parties and subcontractors.

3. TBS's Tariffs are Incorporated by Reference

It is mutually agreed that the Cargo described herein, accepted on the date hereof in apparent good order (except as noted) for storage and/or carriage as specified herein is subject to governing Tariffs, Bill of Ladings and/or Warehouse Receipts in effect as of the date hereof. TBS's Tariffs are available for inspection by the Parties hereto and are hereby incorporated by reference. In the event of any conflict or inconsistency between one or more provisions of these Terms and Conditions and one or more provisions of an Agreement, the provision(s) of the Agreement shall govern and be controlling. Terms and conditions contained in any purchase order or other document submitted by Client to TBS that are inconsistent with these Terms and Conditions shall be disregarded by TBS and shall be null, void and no force or effect whatsoever.

By delivering Goods to TBS, the Client and its agents acknowledges and agrees that they have read and understand these Terms and Conditions and have been afforded ample opportunity to have these Terms and Conditions reviewed by legal counsel of their own choice. TBS is not responsible for explaining the terms verbally. Client acknowledges and agrees that these Terms and Conditions are legal, valid, binding and enforceable against Client, its employees, agents, affiliates, successors and assigns.

4. Compliance with Law

It is the responsibility of the Client to know and comply with the requirements, laws and regulations of any Federal, State and/or local agencies pertaining in any way to Goods, including, but not limited to, regulations, laws, and requirements pertaining to marking, classification, licensing, transporting hazardous materials, export controls, and any other transporting, importing, or exporting requirements. TBS shall not be responsible for action taken or fines or penalties assessed by any governmental agency against the Goods because of the failure of the Client to comply with the law or the requirements or regulations of any governmental agency or with a notification issued to the Client by any such agency.

5. Tender for Storage and Handling

Each shipment of Client's Goods to TBS's Warehouse constitutes a separate tender and TBS may reject subsequent tenders of Goods whether identical or not. TBS may also reject any tender of Goods which does not conform to all terms (including quantity and description) of the quotation issued by TBS. All Goods shall be delivered to TBS's Warehouse properly marked and packed for handling and storage..

6. Delivery Requirements

Goods shall be delivered or transferred upon receipt by TBS of complete instructions by telephone, facsimile or email transmission in accordance with a prior written authorization, but TBS shall not be responsible for loss or error occasioned thereby. Client shall be responsible for all charges incurred by TBS in connection with such delivery, including but not limited to Customs Charges.

It is the Client's duty to provide TBS with all information necessary to comply with all United States Customs and Border Protection regulations including but not limited to the "10+2" Importer Security Filing rules. All penalties incurred for non-compliance shall be the Client's responsibility. The Client hereby appoints TBS as its Agent to assist with customs clearance and certifies TBS as the nominal consignee for the purpose of retaining a licensed customs broker to perform customs clearance.

7. Indemnity and Hold Harmless

The Client shall defend, indemnify and hold TBS harmless from and against any and all claims, liabilities, damages, losses and judgments, incurred or brought by third parties, including attorneys' fees and costs and expenses incident thereto, which may be incurred by or recoverable from TBS by reason of injury to or death of any person or by reason of loss, damage or destruction of Goods, or any other property resulting from or related to TBS's performance of Services, and/or from the fault, willful misconduct or negligence of the Client, its officers, agents, subcontractors or employees.

Without limiting the generality of the foregoing, in the event that a carrier, other person or any governmental agency makes a claim or institutes legal action against TBS arising from a shipment of Client's Goods, the Client shall indemnify and hold TBS harmless for any amount TBS may be required to pay such carrier, other person or governmental agency together with reasonable expenses, including but not limited to attorneys' fees, costs, and expenses incurred by TBS in connection with defending such claim or legal action and obtaining reimbursement from the Client. The confiscation or detention of Goods by any governmental authority shall not affect or diminish the liability of Client to pay TBS all charges due to TBS for Services.

8. Service Warranty and Disclaimer of Warranties; Limitations of TBS's Liability

TBS MAKES NO WARRANTIES, EXPRESS OR IMPLIED AS TO ANY SERVICE, UNLESS EXPRESSLY SO STATED AND AGREED BY TBS.

THE PROPERTY IS NOT INSURED BY TBS AGAINST LOSS OR DAMAGE HOWEVER CAUSED. UNLESS OTHERWISE PROHIBITED BY APPLICABLE LAW, TBS SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE TO PROPERTY HOWEVER CAUSED UNLESS SUCH LOSS OR DAMAGE RESULTED FROM THE FAILURE BY TBS TO EXERCISE SUCH CARE AS A REASONABLY CAREFUL PERSON WOULD EXERCISE UNDER LIKE CIRCUMSTANCES AND TBS IS NOT LIABLE FOR LOSS OR DAMAGE WHICH COULD NOT HAVE BEEN AVOIDED BY THE EXERCISE OF SUCH CARE.

IN CONSIDERATION OF THE RATES CHARGED, IT IS AGREED THAT TBS's Liability for loss or damage to property shall be limited to \$0.60 (sixty cents) per pound as determined by the actual weight of the unwrapped Property, EVEN IF CAUSED BY THE NEGLIGENCE OF TBS; provided, however, that such limitation may be increased upon written request by client. CLIENT ACKNOWLEDGES THAT CLIENT HAS BEEN PROVIDED THE OPPORTUNITY TO INCREASE THE LIMITATION OF LIABILITY BY DECLARING A VALUE FOR THE PROPERTY, WHICH WILL RESULT IN A HIGHER RATE BEING CHARGED. IF CLIENT DOES NOT DECLARE A VALUE FOR THE PROPERTY, IT SHALL CONSTITUTE AN AGREEMENT TO LIMIT TBS's LIABILITY TO \$0.60 PER POUND.

CLIENT AGREES THAT THE ABOVE LIMITATIONS OF LIABILITY, INCLUDING BUT NOT LIMITED TO TBS'S LIMIT OF LIABILITY TO \$0.60 PER POUND, APPLY TO ALL SERVICES.

To the extent that the Carmack Amendment 49 USC §14706 is applicable, TBS herein incorporates by reference all benefits, defenses and exemptions of the aforementioned statute to the full extent they may be applicable, including, but not limited to the \$.60 per pound limitation of liability and the two-year limitation of time to commence an action.

To the extent that the Convention on the Contract for International Carriage of Goods by Road ("CMR") May 19, 1956, 399 U.N.T.S. 189 is applicable, TBS herein incorporates by reference all benefits, defenses and exemptions of the aforementioned statute to the full extent they may be applicable.

To the extent that the Carriage of Goods by Sea Act ("COGSA") or the Harter Act, 46 U.S.C. § 30701 are applicable, TBS herein incorporates by reference all benefits, defenses and exemptions of the aforementioned statutes to the full extent they may be applicable, including, but not limited to the \$500 per package limitation of liability and the one-year limitation of time to commence an action.

9. Waiver of Consequential Damages

TBS shall not be liable for any consequential, incidental, indirect, punitive or special damages of any kind or nature whatsoever, including, but not limited to, loss caused by delay, loss of revenue, income, profit, market value, utility and/or profit, and emotional distress whether or not TBS had knowledge that such damages might be incurred.

10. Exclusions

TBS is not responsible or otherwise liable, directly or indirectly, for loss or damage to the Cargo of the Client due to: items improperly or inadequately packed or mislabeled by the Client or the Client's agents or employees; items not professionally packed and secured by TBS or via third party hired or directed by TBS, having regard to the nature of the item and the circumstances of the storage or transit; items containing internal damage or concealed breakage; items involving breakage of glass and ceramic; items involving works in plaster; items involving uncured (not thoroughly dry) paintings; items involving inherent vice, defect or weakness, wear, tear, gradual deterioration, moths, insects, rodents, vermin or any pre-existing condition; items involving the fabrication, repairing, refinishing, renovating, framing, reframing, restoring or retouching process; items containing internal mechanics or instrumentation; items with waxen, resinous, or viscous surface area, be they in wet, semi-dry, or hardened state; items damaged or excessively worn; antique items in disrepair; items that are uncured and/or items involving unset varnish applied to furniture; loss involving mysterious disappearance, damage by fire, lightning, windstorm, hail, explosion, collapse, water damage, burglary, theft, vandalism, malicious mischief, wear and tear, gradual deterioration, rust, oxidation, and mold; items with directional orientation to which the Client does not affix descriptive arrows in advance; items involving loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, acts of customs officials, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power of confiscation or nationalization, requisition or destruction of or damage to property by or under the order of any government or public or local authority;.

11. Claims, Time Limits and Procedures

Claims for loss, damage or delay must be filed in writing with TBS within nine months after the delivery and receipt of the Goods, except that claims for failure to make delivery must be filed in writing within nine months after a reasonable time for delivery has elapsed. As a condition precedent to recovery, claims for loss, damage or delay during transit must be filed in writing with TBS in accordance with the provisions of the claim filing regulations of the Federal Motor Safety Administration set forth at 49 C.F.R. §370, which regulations are expressly incorporated herein by reference in their entirety. Suits for loss, damage, injury or delay must be commenced against TBS no later than two years from the day when delivery was made or storage was terminated. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, TBS shall not be liable and such claims shall not be paid. Payment of claim shall be subject to proof of actual damages suffered. The Consignee must hold the packaging, shipping container and its contents in the same condition they were in when damage was discovered. Except as provided above, receipt by the Client or Consignee of the Shipment without written notification of damage on the Bill of Lading, Delivery or Warehouse Receipts shall be *prima facie* evidence that the Shipment has been delivered in good order and condition. No claims for loss or damage shall be entertained until all of TBS's charges have been paid in full. The amount of the claim may not be deducted from the total due and payable charges.

When goods have not been delivered, notice may be given of known loss or injury to the goods by mailing of a registered or certified letter to the Client. Time limitations for presentation of a claim in writing and maintaining of action after notice begin on the date of mailing of such notice by TBS.

12. Supplemental Clause Covering Transportation Via Direct or Indirect Air Carriers

If the carriage involves air transport and an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention or the Montreal Convention may be applicable and in most cases limit the liability of TBS in respect of loss of, damage or delay to cargo. Depending on the applicable regime, and unless a higher value is declared, liability of TBS may be limited to US\$20.00 per kilogram. In this contract and the notices appearing hereon: TBS and all carriers that carry or undertake to carry the cargo or perform any other services related to such carriage. "Warsaw Convention" means whichever of the following instruments is applicable to the contract of carriage: the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, October 12, 1929; that Convention as further amended by Montreal Protocol No. 1, 2, or 4 (1975) as the case may be. "Montreal Convention" means the Convention for the Unification of Certain Rules for International Carriage by Air, done at Montreal on May 28, 1999. Carriage is subject to the rules relating to liability established by the Warsaw Convention or the Montreal Convention unless such carriage is not "international carriage" as defined by the applicable Conventions. To the extent not in conflict with the foregoing, carriage and other related services performed are subject to: applicable laws and government regulations; provisions contained in the Bill of Lading, TBS's Terms and Conditions, Tariffs, regulations, and timetables (but not the times of departure and arrival stated therein) and applicable Tariffs of any other carrier, which are made part hereof, and which may be inspected at any airports or other cargo sales offices from which that carrier operates regular services. For carriage to which neither the Warsaw Convention nor the Montreal Convention applies, TBS's liability limitation shall not be less than the per kilogram monetary limit set out in TBS's Terms and Conditions and Tariffs for Cargo lost, damaged or delayed, provided that any such limitation of liability in an amount less than US\$20.00 per kilogram shall not apply for carriage to or from the United States. Except when TBS has extended credit to the Consignee without the written consent of the Shipper, the Shipper guarantees payment of all charges for the carriage due in accordance with TBS's Terms and Conditions and Tariffs and related regulations, applicable laws (including national laws implementing the Warsaw Convention and the Montreal Convention), government regulations, orders and requirements. When no part of the Shipment is delivered, a claim with respect to such Shipment shall be considered even though transportation charges thereon are unpaid. For Cargo accepted for carriage, the Warsaw Convention and the Montreal Convention permit Shipper to increase the limitation of liability by declaring a higher value for carriage and paying a supplemental charge if required. In carriage to which neither the Warsaw Convention nor the Montreal Convention applies TBS shall, in accordance with the procedures set forth in its Terms and Conditions and Tariffs, permit Shipper to increase the limitation of liability by declaring a higher value for carriage and paying a supplemental charge if so required. In cases of loss of, damage or delay to part of the Cargo, the weight to be taken into account in determining TBS's limit of liability shall be only the weight of the package or packages concerned.

13. Third Party Beneficiary Indemnity; Independent Contractor

Except as expressly provided herein, no person other than Client and TBS shall have any right or privilege hereunder, and Client shall indemnify and hold TBS harmless for claims against TBS brought by third party privies of Client against TBS whenever such claims, arising out of loss or damage to Client's property transported or stored hereunder exceed the limits provided above. The Parties agree that in performing Services hereunder TBS will be acting as an independent contractor of the Client, Consignee and any other Party, and that nothing in these Terms and Conditions or in any Agreement will create an employment, partnership, joint venture or other relationship between the Parties. Except as expressly provided herein, neither Party will hold itself out as a partner, joint venture, or agent of the other Party.

14. Severability

If any term, covenant, condition or provision of these Terms and Conditions is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be changed in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder if the provisions of these Terms and Conditions will in no way be affected, impaired or invalidated as a result.

15. Waiver of Jury Trials, Counterclaims and Subrogation

In any action or proceeding brought by one party as and against the other, the Client specifically waives his/her right to a jury trial and agrees not to interpose any counterclaim on any action commenced by TBS. The insurance that the Client has or shall procure on its own behalf shall specifically contain a waiver of subrogation as and against TBS.

16. Governing Law; Consent to Jurisdiction and Venue

These Terms and Conditions of service and the relationship of the Parties shall be construed according to the laws of the State of New York, without regard to its choice of law rule. Client and TBS (a) irrevocably consent to the jurisdiction of the United States District Court for the District of New York and State Courts of the State of New York having jurisdiction in Bronx County, and (b) agree that any action relating to the services performed by TBS shall be brought only in said courts.

17. General

These Terms and Conditions constitute the entire agreement between the parties relating to TBS's services as described herein, and supersede any and all prior or contemporaneous oral or written agreements, understandings and representations. These Terms and Conditions may not be amended, changed or waived verbally, but only by a written instrument signed by authorized representatives of both Client and TBS. Section and paragraph headings are for convenience of reference only.