

GENERAL TERMS AND CONDITIONS

A/ SCOPE OF APPLICATION : The purpose of this document is to set forth the general terms and conditions of Rodolphe Haller SA, whose registered office is located at 1227 Les Acacias, Carouge, Switzerland. The general terms and conditions apply to all the Company's services, such as, but not limited to, its capacity as a warehouse keeper, depository, transport organizer, supplier of all services such as packaging, exhibition organization, handling and for Goods of all origins and for all destinations. These terms and conditions shall prevail over any general terms and conditions of clients, unless otherwise expressly agreed in writing by the Company.

B/ DEFINITIONS :

"**Company**" means Rodolphe Haller SA.

"**Client**" means the party that enters into the contract with the Company, regardless of the capacity in which the latter is required to perform the ordered Service.

"**Services**" are the services provided by the Company acting in any capacity whatsoever, and in particular, without this list being limitative, in the capacity of storer, warehouseman, custodian, transport organizer (freight forwarder, carrier, remover, etc.) or packer, for goods of all origins and for all destinations, on behalf of the Client, at the Client's request or made necessary by the activity requested, with the aim of satisfying the Client or in order to respond to one or more of its requests.

"**Good(s)**" means an object or a set of objects, whatever their nature, type, weight, dimensions and volume.

C/ DUTY OF CARE :

I. Client:

1. The Client is obliged to give the Company all necessary and accurate instructions in good time for the performance of the Services. The Company is not obliged to verify the content and/or authenticity of the documents provided by the Client. The Client shall inform the Company of any information that may have an impact on the proper performance of the Services, failing which the Company shall not be liable.

II. Company :

1. The Company undertakes to the Client to perform the required Services with due diligence.
2. Where the Goods subject to the Services are sensitive cultural property as defined in the Cultural Property Transfer Act/Loi sur le transfert des biens culturels ("CPTA/LTBC"), the Client shall ensure the provenance of the Goods and the identity of the owner.

D/ ORDERS, OFFERS AND ACCEPTANCE :

1. The Client's order must contain all the information necessary for proper execution by the Company, such as information on regulated goods (e.g. hazardous materials, non-customs cleared goods, mandatory storage, etc.) as well as on Goods that require special treatment (e.g. odor emission, heavy floor load, exceptional dimensions, humidity and temperature provisions, etc.).

2. Each order must also include at least the following information:

- Quantity, nature (weight per transport unit respectively storage unit) and all relevant information of the Goods;
- If applicable, the desired date of the Service, address for performance; and
- Estimated duration of storage/transportation or any other Service.

3. Quotations made by the Company shall expire if not accepted by the Client within thirty (30) days of receipt, unless otherwise agreed between the parties.

4. All Services orders must be placed in writing or by electronic means. If made verbally or by telephone, the Client assumes the risk of inaccurate or incomplete transmission until confirmed in writing by the Company.

5. Whenever possible, the Client shall give the Company at least forty-eight (48) hours' notice of any visit, request or change to the Service. In the event of a late request, the Company will make its best efforts to meet the Client's request, particularly with regard to regulatory and customs constraints.

6. The Company may, but is not obliged to, check all the Goods when they are taken over, unless otherwise instructed by the Client and/or required by law, contract or customs. The Company shall also be entitled to inspect the Goods for which it provides Services at any time.

7. If the Goods do not comply with the order or the offer or any other accompanying document, the Company may make a written reservation or refuse the entire Service.

E/ TIME OF EXECUTION & DELAY

1. The departure and arrival dates communicated by the Company are given as an indication only.

2. In any case, no compensation for delay in delivery is due. If the Client proves that it has suffered damage directly related to the delay, the liability limits of Article I shall apply.

F/ PRICES OF SERVICES

1. The price of any Services is indicative and is calculated on the basis of the information provided by the Client, taking into account the Services performed, the nature, the weight and volume of the Goods.

2. The price does not include any duties, taxes, fees and levies due under any regulations, in particular fiscal and customs regulations.

3. The prices are provided according to the exchange rate of the currencies at the time they are given.

4. They are also subject to the conditions and rates of the subcontracting agents as well as to the laws, regulations and international conventions in force at the time of their drafting.

5. The price of the Services are immediately due to the Company.

6. The Company's receivables are immediately due and payable.

7. Depending on the circumstances, at its discretion, the Company may require the Client to pay for the Service in advance.

8. The Company's Services are payable within the payment period indicated on the invoice and without discount.

9. After the due date of the invoice, the annual legal interest rate of 5% shall be due, plus a fee of CHF 40.00 for expenses for each necessary reminder.

G/ INSURANCE

1. *Insurance taken out by the Client according to an insurance solution offered by the Company.*

1. The Company may offer the Client an insurance solution for transport, handling or storage Services at declared value with its contractual partners.

2. No insurance shall be taken out by the Company without a written order from the Client, repeated for each operation, specifying the risks to be covered and the insurance amounts to be guaranteed.

3. If the Client instructs the Company, the Company will arrange for the Goods to be insured in accordance with the amount of insurance provided by the Client.

4. The insurance shall be taken out on behalf of the Client and for the Goods entrusted to the Company in accordance with the risk incurred and the Service to be performed, within the limits of the insurance policy subscribed.

5. The Company is not a party to the insurance contract: the Client subscribed the insurance prepared in its own name, for its own account and under its own responsibility.

6. The Company does not assume any liability whatsoever, nor any solidarity with the insurers. No personal liability can be invoked against it.

7. The Client is solely responsible for the payment of insurance premiums.

8. In the absence of a written order from the Client and/or in the absence of payment of the invoiced insurance premium, the insurance contract shall be deemed not to have come into force.

II. *Insurance taken out by the Client outside of the insurance solution offered by the Company*

1. The Client shall be free to take out his own insurance at his own risk with an insurer other than the one offered by the Company.

2. Where the Goods are insured by an insurance policy taken out by the Client outside the Company's proposed solution, the Client shall be obliged to provide the Company with a certificate of insurance

upon delivery of the Goods and to maintain such insurance for the duration of the Services. If the Client fails to do so, the Client alone shall bear the consequences of its default.

3. In such circumstances, the Client shall insure the full value of the Goods including VAT.

III. Insurance obligation

1. The Goods **shall be insured**. Failure to do so shall release the Company from all liability for loss or damage, subject to the limits of liability as set forth in Article I (i) below.

2. If the Client does not insure the Goods, the Client waives all claims against the Company and/or its insurers, regardless of the nature and cause of the damage to the Goods.

IV. General Provisions

1. In the event of a claim, if the insurance company - whether offered by the Company or not - for whatever reason refuses to pay the insurance benefit, the Client shall have no claim for compensation from the Company.

2. The right to assert any remaining claims against the Client by the Company shall remain unaffected.

H/ CLIENT'S RESPONSIBILITY

1. The Client shall be liable for all damages caused by the Goods to the Company or to third parties.

I/ EXCLUSION OF LIABILITY OF THE COMPANY

1. General

1. Except in the case of fraud or gross negligence, the Parties agree that the Company is hereby released from any liability for any reason whatsoever, within the strict limits set forth in paragraph 2 below.

2. When the Company's liability is incurred, for whatever reason and in whatever capacity (including but not limited to transport organizer, packer, warehouseman, custodian, etc.), it is strictly limited for loss or damage to the Goods, and for all the consequences that may result therefrom, to CHF 33- per kilo of gross weight of missing or damaged Goods, with a maximum of CHF 1'000- per package. The Company's liability is expressly limited to a maximum amount of CHF 7,500- per event, even if several Goods are affected by the event.

3. The above maximum limits of liability apply regardless of the weight, volume, size, nature or value of the Goods.

4. It is further agreed that the Company's liability is limited to material damage only, to the exclusion of any other damage, including but not limited to intangible, commercial and/or moral damage.

5. The Company's liability for material damage to immovable and movable property (excluding items handed over to the Company) caused by its fault or negligence shall not exceed the maximum sum of CHF 1,500- per event, regardless of the origin of the latter.

6. All quotations, price quotations and tariffs are drawn up taking into account these limitations of liability. If the value of the Goods under contract exceeds the above liability limits, it is the responsibility of the Client to take out additional insurance, including taxes, customs duties, transport and packaging costs, or to assume the risks for the value exceeding these amounts.

7. The Company shall not be liable for any misrepresentation or error in the value, weight, nature, characteristics, volume and material of the Goods and/or the accessibility and characteristics of the premises in which the Services are to be performed.

II. Packaging and wrapping

1. The Company shall only be liable for packaging and wrapping if the Company has chosen the method of packaging and wrapping, the materials used, the wrapping and closures. In any event, the Company shall not be liable if the method of packaging and/or the choice of materials were imposed by the Client despite the Company's advice. The Company shall not be liable for any corrosion or oxidation problems.

2. In addition, the general liability exclusion clauses above (art. I) are fully applicable.

III. Transport

1. In the event of loss, damage or other damage to the Goods, it is the responsibility of the Client, consignee or receiver to make regular and sufficient observations, to make full and detailed reservations about the loss and/or damage to the last carrier and, in general, to carry out all the acts necessary to preserve recourse in accordance with the legal forms and time limits, failing which no recourse can be exercised against the Company.

2. In any case, the general clauses of limits of liability (art. I) above are fully applicable.

3. The Company shall only be liable for damage that is proven to be due to its gross negligence, on its part or on the part of one of its employees and/or subcontractors.

I/ SUBCONTRACTING

1. The Company's intermediaries and any subcontractors are deemed to be approved in advance by the Client.

K/ RIGHT OF RETENTION AND SALE

1. Regardless of the purpose of the Service, Goods delivered to the Company or received by it in any manner whatsoever shall serve as a pledge to the Company in the sense of Art. 485 para. 3 CO and 895 CC.

2. The Company shall thus have an unconditional right of retention for all Goods entrusted to it, for whatever reason, and regardless of the Service(s) agreed between the Parties.

3. For any claim arising from the Services performed by the Company, and if the Client fails to pay the price of the Service within the time limit set by the Company, under threat of sale of the Goods, at the last address communicated by the Client, the Company shall be free to sell the Goods concerned at its best, without further formality, at its own discretion (sale by mutual agreement or by public auction).

4. In case of minimal value, the Company shall be entitled to destroy the Goods.

5. The Client shall be deemed to be the owner of the Goods delivered to the Company in connection with any Services.

L/ CANCELLATION

1. The Client may not cancel a Service less than forty-eight (48) hours before the beginning of such Service, regardless of the cause or reason, even in case of force majeure.

2. In the event of a breach of this provision by the Client, the amount agreed upon for the Service is due in full by the Client.

M/ FINAL PROVISIONS

1. The place of jurisdiction for any dispute between the parties to this contract shall be the Company's registered office in Geneva.

2. The ordinary civil courts have jurisdiction and Swiss laws are applicable.

3. Any action and/or claim relating to the Services entrusted to the Company on the basis of this contract shall be barred after the expiry of a period of one year from the occurrence of the event or from its knowledge by the Client.

4. If any provision of these general terms and conditions is declared invalid or illegal, it is understood that the remaining provisions of these general terms and conditions shall remain valid and enforceable.

5. All communications from the Company to the Client shall be made to the last address provided by the Client.

Read and Approved on ____/____/____

Signature : _____

Name and surname : _____

Company name : _____