

Bill Of Lading/Framing/Mounting/Packing/Art Handling/Crating Terms And Conditions - Please Read Carefully

1. Definitions and Abbreviations:

- "PFAS": Professional Fine Art Services Inc., and its employees.
- "BP": Billing Party is person responsible to pay for services performed by PFAS.
- "Shipper" or "shipper": Person or parties who consign goods to PFAS for framing, mounting, transport, Installation and/or related services.
- "Client" or "client": Person who is destined to receive goods and/or services that PFAS was hired to perform by the BP.
- "Artist" or "artist": Person AKA as "Client,BP, or Shipper" is the creator of the artwork tendered to PFAS for transportation or other related services.
- "BOL" AKA "Bill of Lading":It is a contract representative of an order for PFAS to perform Framing,Mounting, Crating, Packing, Installation,Transportation, or other services. This document is a Bill of Lading subject to the terms and conditions contained herein.
- "goods" AKA "Items" or "items" : Items in a whole or in part (in packed or unpacked state) tendered to PFAS for transportation or other services and subject to the terms and limitations set forth in this BOL.
- "PBS" or "Packed By Shipper" : Is the state in which the goods have been released to PFAS. Condition and content and content's of the goods are unknown to PFAS.
- "Inventory #": Client's Data Base inventory number related to individual artwork. (Required to be provided to PFAS for billing and Inventory proposes).
- "Pick Up" or "Deliveries" "collecting" or "collection" "delivery": Service offered by PFAS wherein goods are handled. PFAS crew may vary on scale, volume, and/or weight.

1. Framing/Mounting:

PFAS is not responsible for any defects in the client's Artwork. It is the responsibility of the client to inspect and pack artwork ready to be mounted and/or framed. If a flaw is found after Mounting or Laminating, then the client will reprint artwork at their own expense. Should any medium of artwork involve high value, the onus is upon the client to appropriately insure it.

PFAS may require proof of adequate insurance. PFAS will not accept original artwork for Mounting or Laminating without a signed release accepting all terms and conditions contained herein. Frames and Mounted Artwork should be inspected prior to its departure for its final destination, and notification of any defects should be made to PFAS within 24 hours after receiving goods from PFAS.

3. Estimates and Billing:

All estimates are good for 30 days from the date it was issued. Changes to dimensions, upgrades in materials, and additional labor will reflect a higher cost than the original estimate issued. Prices for materials and labor are subject to change without verbal or written notice.

PFAS reserves the right to obtain a 50% deposits for all services provided to out of state, or international BP by PFAS, and open invoices issued by PFAS related to items being released/shipped/delivered must be paid in full. Accepted methods of payment for this scenario are payments made by a Bank Wire, or any major Credit Cards.

Purchase Orders must be issued by shipper/BP/client to PFAS after receiving an estimate for services and goods performed/manufactured by PFAS. PFAS reserves the right to refuse services and or goods if a Purchase Order is not submitted to PFAS prior to starting a project.

PFAS reserves the right to refuse issuing a Net 30 or Net 45 to any party. All Invoices (unless otherwise noted on the Invoice) are on a "Cash On Delivery" basis Please contact the PFAS office to obtain your current terms of payment.

4 Storage:

PFAS reserves the right to add storage fees during the wait period for approval to proceed with production by the Billing Party, during this period PFAS will prorate storage fees. The prorated storage fees will be charged to the Billing Party 7 days after PFAS has submitted an Estimate for services, and has collected the client's artwork. If the artwork is left beyond 30 days from the completion day, then it will be stored at the Billing Party's expense up to a period of 3 months at a rate of \$45 per month per Artwork. Items over 20 square feet will be stored at \$65 per month per artwork. PFAS will continue to store the client's artwork only if the storage payment has been received prior to the end of the fourth month. Storage in our premises is limited and we will not be held liable for any artwork left beyond the fourth month unless arrangements have been made with our office. PFAS reserves the right to increase monthly rate for storage based on storage availability. Contact the PFAS office for updated storage fees.

5.Exclusions:

PFAS is not liable for any costs that may incur in order to replace or repair defects found to materials not manufactured by PFAS, and/ or defects from Artwork such as:

- Items containing internal damage or concealed breakage; glass and ceramic with existing cracks or other damage.
- Items of inherent vice or weakness due to poor craftsmanship in fabrication from the Artist's studio / or subcontracted entity/contractor to manufacture artwork.
- Items containing Media or Materials subject to change/discoloration/damage due to climate and/or humidity.
- Expansion or contraction of items used for framing, and/or Media or Materials in the client's artwork and/or related damages due to climate and/or humidity.
- Items with resinous, or viscous surface area (whether they're wet, semi-wet, dry or hardened state).
- Uncured and/or not thoroughly dry paintings; uncured and/or unset varnish, uncured and/or unset adhesives to artwork.
- Items with directional orientation the Shipper, Client, or Bill party does not affix descriptive arrows in advance.
- Items shipped or otherwise handled unwrapped by PFAS at the stated request of the Shipper/BP/Client.
- Items damaged by screenings from Carriers and/or National Custom Agencies for goods received or shipped by PFAS.

PFAS is also not liable for damages done by: natural disasters, acts of war, rioting and civil commotion, insects, inherent vice, or damage occurring from glass breakage, or any internal breakage or concealed of any items not packed by PFAS.

PFAS will not be liable for any damages to artwork/ and other items at location occurred during the performing services of collecting and/or delivering goods due to:

- Restricted passageways
- Pets
- Damages occurred by Non PFAS participant parties in collecting/delivering not hired PFAS

6. Additional Service Charges:

Collection/Deliveries, Installation/Art Handling, and Packing services are offered at an hourly rate (weight, scale, or volume of work will determine PFAS crew size on site) Client's assistance will not account for any discounts for hourly rate. Charges will apply if the following requests are made by Client:

- Pick Up/Delivery location is not exempt of fees.
- PFAS crew is requested to Rearrange items in storage/residence/gallery/studio in order to collect/ and or deliver items.
- PFAS crew is requested to pack artworks/items collected by PFAS (Items may be packed at the Billing Party's expense at an hourly rate, rates vary depending on PFAS Crew on site. Additional Material charges may apply).
- Consultations during an Installation will continue to be billed at an hourly rate to the Billing Party.
- Additional Pick up/ Deliveries per project not made aware to PFAS will be charged at an hourly rate (Hourly Rate may increase depending on schedule availability).
- Location of Pick Up/Delivery requires screening of PFAS Crew and Items, and/or other measures required to complete Pick Up/Delivery PFAS is hired to perform.

7. Subcontractors:

PFAS may engage subcontractors at PFAS' sole discretion for the performance of any services subject to terms and conditions, and limitations of liability in this BOL.

8. Jurisdiction and Cost Suit:

This Bill of Lading and the relationships of the parties shall be governed by California Law without regard to principles of California's choice of law rules. PFAS and or Shipper/Client/BP agree to the jurisdiction of the United States District Court for the Central District of California and Courts of the state of California and that any action relating to the services performed, shall only be brought to in said courts. In the event any Paragraph(s) and/or portions hereof are found to be invalid and/or unenforceable, the remainder hereof shall remain in full force and effect. If PFAS pursues collection and/or litigation against Shipper/Client/BP and prevails, Shipper/Client/BP shall pay PFAS' cost of collection and/or litigation, including reasonable attorney's fees.