

GENERAL TERMS

EXHIBITIONS

PREAMBLE

We very much appreciate the trust that you grant us, and take our responsibility to insure the prized objects belonging to you or entrusted to you most earnestly.

The insurance contract before you proves unique in more ways than one: we negotiated its terms with responsible and creditworthy insurers. Thus, this contract offers many advantages amongst similar offers available.

Unless otherwise agreed in your special terms, the present contract encompasses the following advantages:

- any accidental material damage is covered (article 1.1), except unequivocally excluded (article 2). You therefore enjoy a 'All Risks Except' contract;
- there are very few exclusions in the contract (article 2);
- cover is granted '**from nail to nail**' (article 1.2), i.e., from the handling of the pieces at the location of origin, during the transportation to, the stay, the return journey and during the handling of the work at the return location.
- individually listed objects are insured at agreed value (article 4.1);
- upon request, insurance certificates were produced for the lenders;
- the deductible will not affect the amount of the indemnity;
- depreciation following the restoration of a piece is indemnified (article 4.1);
- 'sets of objects' are considered as a whole (article 4.2);
- you have the possibility of recuperating a stolen object that has been recovered (article 4.5).

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1. COVER

Cover is granted from the moment *you* have paid the premium.

1.1. Cover 'All Risks Except'

The pieces listed in the annex to this contract are insured against all *material damage* that may occur during the policy period, subject to the exclusions, on the basis of indemnification rules and considering the general and specific terms.

1.2. Scope 'Nail to Nail'

The cover is granted 'from nail to nail', *i.e.*, from the handling of the pieces at the location of origin, during the transportation to, the stay, the return journey and during the handling of the works at the return location.

This cover is granted within the deadlines of the coverage period indicated in the specific terms and insofar as these operations take place within the framework of the exhibition insured.

If the objects insured are returned to another address than that indicated in the specific terms, *you* must advise us beforehand, under penalty of forfeiture. In this case, we reserve the right to proceed to the adjustment of the premium.

2. EXCLUSIONS

The *insurers* exclude *material damages*:

2.1. Caused by:

- a. light, heat, exposure to bad weather conditions, variations in temperature or hygrometry;
- b. insects or parasites;
- c. gradual deterioration or normal deterioration caused by use and time, such as scratches or small bumps;
- d. saline corrosion, when the work is transported by sea;
- e. an inherent defect of the object;
- f. the mere functioning or resulting from the very nature of the object;
- g. faulty or lack of maintenance;
- h. any cleaning, repair or restoration of the object carried out by a professional.

2.2. Caused by the breakdown of a machine or by a mechanical or electrical failure of the object itself.

2.3. Caused by or resulting from:

- a. an act of *terrorism*;
- b. a strike, riot, public demonstration, military or usurped takeover as well as war hostilities or operations (whether war has been declared or not);
- c. directly or indirectly from the confiscation or seizure by customs or government authorities;
- d. Directly or indirectly from a change to the structure of the atomic nucleus, radioactivity, the production of ionising radiation or produced by particle accelerating machinery, abnormal modification of a nuclear reactor ensuing in a fire or explosion or not;
- e. An earthquake or volcanic eruption;
- f. Obviously insufficient packaging depending on the nature of the insured object and the terms of transportation;
- g. Transportation by regular postal services.

2.4. occurred by the breakage of fragile objects such as stones, furniture, polyester, scale models, marbles, sandstone, ivory, alabaster, stainless steel and similar, bronze with ceramic, plasters, ceramic, glass, stained glass, terracotta, porcelain, crystal, earthenware and comparable articles.

- 2.5. Caused by the disappearance of jewellery, precious or semi-precious stones, silverware and authentic lace or any similar small object of high value, during the stay, except if these objects were locked in a showcase cabinet with a safety lock during daytime and kept in a locked safe at night.
- 2.6. For which *you* did not make a written reservation on the delivery order of the carrier upon receipt or return of the works. The mention 'subject to the unpacking' is opposable to the *insurer* if the unpacking is carried out during the 30 days following receipt of the parcel.
- 2.7. When the *insured* is the intentional perpetrator or the accomplice thereof or when it results from a gross negligence of the *insured*.
- 2.8. Covered by the application of another insurance contract.

3. YOUR OBLIGATIONS

3.1. From the subscription of the policy

You must declare the risk precisely, without reticence or false declaration. The *insurers* have undertaken their obligations on this basis, which serves to calculate the premium. Every omission, inexactness or *fraud* in your declaration will lead to the contract being declared null and void.

3.2. From the entry into force

You commit *yourself* to:

- notify *us* of any pertinent and lasting modification of the risk that *you* have declared under penalty of the suspension of the cover; the *insurers* reserve the right to terminate the contract according to the increase of the risk;
- take every reasonable measure to ensure the protection of the insured goods and to maintain them in good condition;
- if *you* have protection equipment:
 - keep such equipment in good working order. In the absence thereof:
 1. notify the qualified installer as quickly as possible so that any repairs can be carried out;
 2. notify *us* in the event that the repair work cannot be carried out within 24 hours;
 3. take every necessary safety measure during the entire period of the failure of functioning with reasonable and due care.
 - do not alter such equipment without *our* preliminary approval
 - in the event of a failure or a breakdown, *you* must take every measure necessary for the installation to be repaired and notify *us* thereof as soon as possible.

Should these obligations not be fulfilled, the *insurers* reserve the right to forfeit *you* from the benefit of the cover.

3.3. In the event of a loss

Under penalty of forfeiture of the cover, *you* commit yourself to:

- immediately take the reasonable and necessary measures (at the expense of the *insurers* when the loss is covered) to:
 - limit the extent of the loss;
 - safeguard the insured goods;
 - maintain every possibility of settlement;
 - enable the recording of the damage.
- send *us* an insurance claim within the 24 hours following the recording of the loss;
- in the event of loss, theft, disappearance or suspected malicious intent, file a complaint with the police and send *us* the police record reference number;
- send *us*, as the case may be, the estimate for a restoration;
- grant *us your* full cooperation to initiate the appropriate legal proceedings or undertake any appeal to which the *insurers* would be entitled;
- provide every useful information and element of proof that could reasonably be requested.

4. OBLIGATIONS OF THE INSURERS

The *insurers* commit to **indemnify the *insured* within a maximum delay of thirty days** following the discharge of indemnification and, as the case may be, the restitution of the objects for which the insured party was indemnified.

4.1. Amount of the compensation

The *insurers* indemnify, as the *insured* chooses:

- either the cost of the reparation to the works, including the possible depreciation observed after the restoration, but without exceeding the *agreed value*;
- or the *agreed value*.

The *depreciation* of an artwork that has been restored after a loss may be considered, at the following conditions:

- the restoration process may only be carried out after the explicit approval of the *insurers*;
- the restoration process must be carried out by the artist who created the piece or by a highly-qualified specialist and approved by the *insurers*;
- after the restoration, the experts acknowledge an actual decrease of the commercial value of the work.

In the event of a total loss relative to jewellery and/or watches, the *insurers* reserve the right to proceed to their replacement.

4.2. Sets of objects

In the event of a total loss of an object that is part of a set, the *insured* may choose between either of the following procedures:

- either the indemnification shall be equal to the value of the set divided by the number of objects;
- or the *insured* shall return the remaining pieces of the set and the indemnification will be equal to the value of the full set.

The fact that the objects are part of a set is established by mutual consent or, in absence thereof, by a jointly appointed expert.

4.3. Deductible

The *insurers* will subtract the *deductible* from the amount of the indemnity.

4.4. **Property of a damaged or lost and indemnified object**

The *insurers* become owners of the object(s) that they have indemnified as a total loss.

4.5. **Recovery of lost or stolen objects**

In the event that the insured objects should be recovered after a loss, *we will* inform you in writing within the shortest delay at the last address that you will have communicated to *us*.

Should the objects be recovered, the policyholder or *insured* must inform *us* in writing within the shortest delay.

The *insured* may buy the objects indemnified by the *insurer* within the 90 days following receipt of the letter informing the *insured* of the recovery.

The *insurer* will then claim the indemnified amount and the legal interests on this amount. The *insured* must produce its title deed to the work.

4.6. **Exchange rate**

Regardless of the currency mentioned in the special terms, the indemnification shall be paid in euros. The exchange rate applicable shall be that of the date on which the present contract entered into force.

5. GENERAL PROVISIONS

The intervention of the *insurers* is subject to the condition that *you* have fulfilled the obligations resulting from this contract.

Specifically, if the prevention and maintenance measures imposed by this contract were not taken, the *insurers* reserve the right to forfeit the *insured* from any indemnity.

5.1. Term of the contract and payment of the premium

The contract is initially signed for the policy period mentioned in the special terms. Upon the term of this period, the contract shall or shall not be renewed in accordance with the conditions mentioned in the special terms.

You have the obligation to settle the premium that *we* claim within the 30 days following the date of *our* notice of payment.

Any premium that should remain unpaid within the 30 days following the expiry date of the contract yields, without any other preliminary formal notice, default interest at an annual rate of 11% and a fixed indemnity equal to 15% of the unpaid balance at the date of expiry.

In case of non-payment of the premium, the cover is suspended 15 days after a registered letter inviting the *insured* to pay the due premium has been sent. The cover shall only be granted again on the day following receipt of the full payment.

5.2. Termination and renewal

In the event of tacit renewal of the contract, each party has the right to terminate the contract by means of a three-months notice

Any termination must be notified in writing at the last address communicated by *you* or that *we* communicated to.

The contract may be terminated in the event of a loss, either by *you* or by *us*, upon request of the *insurers* within the 30 days following the indemnification or the refusal to indemnify. In this case, the fraction of the annual premium corresponding to the period when the risk was not covered will be reimbursed to *you*.

In the event that the contract should be renewed, *you* explicitly agree to consent, in your name and for your account, to the replacement of an *insurer* by one or several other *insurer(s)* upon the annual renewal of the present contract.

5.3. Subrogation

The *insurers* are subrogated to the rights of the *insured* up to the indemnity that they have paid the *insured*.

5.4. Payment of taxes and duties

We take responsibility to settle the relevant taxes linked to this contract to the competent authorities.

5.5. Applicable law and arbitration

This contract is exclusively governed by Belgian law, specifically the Law of 11 June 1874 on insurance in general.

Any dispute arising from the present contract or relative therewith shall be finally settled in accordance with the arbitration rules of the Cepani, by one or more arbitrators appointed in accordance with these rules. The arbitration will take place in Brussels in French.

5.6. In case of difference of opinion

We aim to give you full satisfaction in fulfilling the execution of the present contract. In the event that *you* should not agree with the application of this contract, *you* should contact *us* at:

Eeckman Art & Insurance

@ : art@eeckman.eu

T : +32 (0)2 539 00 80

F : +32 (0)2 537 96 19

If the issue remains unresolved in the following 30 days, *you* should contact:

Insurance Ombudsman

Square de Meeûs, 35

BE-1000 Brussels

@ : info@ombudsman.as

F : +32 (0)2 547 59 75

6. LEXICON

- You** : The policyholder, natural person or legal entity that signs the insurance contract, pays the premium and declares the risk. When the policyholder takes out the insurance contract on behalf of a third party(ies), he shall declare stipulating for such a party.
- The insured** : The natural person(s) or legal entity(ies) indicated by name in the special terms and in absence thereof, the holder of the property right or usufruct over the insured objects.
- We, us** : **Léon EECKMAN** S.A.
Rue Marconi, 167 B5
BE-1190 Brussels
FSMA : A12934
NN°0455565448
Acting with powers of attorney of the *insurers*.
- Insurer(s)** : The insurance undertaking(s) mentioned in the special terms.
- Material damage** : Any physical harm to the integrity of an insured object resulting in an accident. All material damages resulting from the same accident will be considered as one and same loss.
- Accident** : Sudden, unintentional and unpredictable damaging event.
- Act of terrorism** : A secretly planned action or threat of action with ideological, political, ethnical or religious ends, executed either individually or in a group, aiming at persons or destroying partially or totally the economic value of a tangible or intangible good in the aim of intimidating the public, of creating a climate of insecurity or putting pressure on the authorities, to impede the normal traffic and functioning of either a company or a public or private service.
- Agreed value** : The value per object fixed by mutual consent and mentioned in the list of insured objects. Absent *fraud*, the *insurers* commit themselves to never challenging this value.
- Franchise** : Amount of the damage that remains at *your* charge.
- Depreciation** : Loss of the economic value of an object after restoration.
- Fraud** : Any behaviour intended to deliberately mislead or harm.