

GLOARYART Service Terms and Conditions

Gloryart International Limited

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These terms govern fine art logistics Services agreed with Gloryart International Limited, trading as GLOARYART. The Company is incorporated in Hong Kong and operates internationally, performing Services itself or through third-party providers. Artwork insurance is purchased only at the Customer's express request and subject to binding insurer confirmation. Project-specific Services, charges and arrangements are recorded in the accepted quotation, order confirmation or Project Schedule, referred to below as the Schedule.

1 Parties and contract formation

"Company" means Gloryart International Limited, trading as GLOARYART, contact winson@gloaryart.com.

"Customer" means the person identified in the accepted Project Schedule. "Works" means the artworks and associated items individually identified in its inventory. "Services" means only the work expressly agreed in that Schedule.

The Customer may be an institution, business or private individual. Applicable non-waivable consumer protections must be assessed on the actual transaction; a private collector is not automatically treated as a business customer.

Before the order is confirmed, the Company supplies these terms and the agreed project particulars, whether in a Project Schedule, quotation or other identifiable record. The parties may confirm an order by email, telephone or another mutually agreed method through authorised representatives. Confirmation must establish mutual agreement on the Services and charges. Acceptance of an order is distinct from proof that these standard terms, including material limitations, have been properly incorporated into the contract.

For telephone or other oral confirmation, the Company promptly sends a written record identifying the agreed particulars and the exact terms version supplied before agreement, and requests affirmative confirmation. Silence is not treated as acceptance of additional or changed provisions. If the full terms were not supplied before oral agreement, the Company must seek express agreement to add them; a later invoice does not retrospectively impose them. Later website amendments do not alter an existing contract without mutual agreement.

Mandatory applicable law prevails. Otherwise, expressly agreed special provisions in the Project Schedule prevail over these terms. Third-party documents govern their specified services only and cannot silently replace the Company's agreed obligations.

2 Scope and responsibilities

Any agreed packing, transport, customs, storage or installation service may be performed by the Company or an appropriately selected subcontractor. Unless a different arrangement is specifically disclosed and agreed, the Company engages transport and storage providers in its own name; the Customer does not contract directly with them. The Company does not acquire disclosed-agent status merely because it outsources performance.

Subcontracting does not by itself release the Company from obligations it has undertaken to the Customer. Those obligations remain subject to applicable law and any enforceable limitation actually agreed with the Customer. The Company exercises reasonable care in provider selection, instructions and coordination. A subcontractor's terms govern the Company's relationship with that subcontractor and do not automatically reduce the Customer's rights against the Company.

Exceptionally, a direct Customer-provider or disclosed-agency arrangement may be adopted only if the Company's role, the provider's identity, the affected Services and applicable terms are explained and expressly agreed before the relevant booking. The Company remains responsible for its own duties within that arrangement. Applicable mandatory transport rules must be assessed according to the actual activity and documents.

The project record identifies agreed performance responsibilities and material provider arrangements. Provider changes follow clause 6; routine subcontracting is not treated as authorisation to materially reduce the agreed protection for the Works.

3 Customer information and authority

The Customer confirms authority to instruct the Services and provides an accurate inventory, dimensions, weights, materials, handling sensitivities, known defects, photographs, declared values, ownership permissions, addresses and delivery contacts. The Customer identifies fragile media, batteries, chemicals, hazardous substances and controlled materials, including ivory or protected species, before booking.

The Company may consider controlled Works on a case-by-case basis. Acceptance is conditional on satisfactory disclosure, the applicable legal requirements and the required permits or approvals. A quotation, physical receipt or provisional booking is not a representation that import or export is lawful. The Company may decline or suspend a proposed activity where authority, safety or legality is uncertain, while taking reasonable care of any Works already in custody. The Customer must promptly correct material inaccuracies. Duties are imposed on the contracting Customer; non-signatory owners or recipients are not automatically made jointly liable.

4 Assessment packing and condition records

Packing responsibilities, methods and crate specifications must be recorded in the Schedule. Customer-supplied packing does not excuse the Company from flagging reasonably apparent unsuitability before proceeding. Known packing risks require a documented decision and an alternative proposal where practicable.

Condition photographs are provided where requested by the Customer and agreed as part of the project, with scope, timing and any charge confirmed. An agreed condition record is a visual record of accessible areas, with any agreed photographs and noted inspection limitations; it is not an authentication, valuation or conservation opinion. Within the agreed inspection scope, observed pre-existing damage and inspection restrictions are recorded at collection and relevant handovers. No complete photographic survey is presumed unless agreed. The Company does not undertake restoration, destructive examination or conservation treatment unless separately agreed with an appropriately qualified provider.

5 Access installation and custody

The Customer provides lawful, safe access and accurate information about stairs, lifts, floor loading, walls, fixings and restrictions. Whether a pre-installation site survey is required is assessed according to the actual project, including the Works, access, structural conditions and handling risks. The Company may require a survey, structural approval, lifting plan or specialist personnel before proceeding. Absence of a Customer request does not justify proceeding where a survey is reasonably necessary for safe performance.

The Schedule identifies custody handovers, authorised recipients, installation scope and responsibility for unpacking and empty crates. Delivery signatures record receipt and apparent condition, without automatically waiving latent damage claims. The Company may pause unsafe operations and seek instructions. It must take reasonable protective measures during any pause.

6 Routing timing and changes

Routes, transport modes, environmental requirements and timing are agreed in the Schedule. Dates are estimates unless an express delivery commitment is accepted. A delay estimate is not permission to disregard an agreed deadline or duty of care.

Material changes to route, security, packing, provider or environmental protection require prior approval where practicable. In an emergency the Company may take proportionate protective action, keep records and notify the Customer promptly. Additional charges require a documented basis; uncertainty or urgency does not confer unrestricted pricing discretion.

7 Cross-border compliance

The Schedule allocates responsibility for export and import permits, cultural-property controls, customs declarations, tax, temporary admission, bonds and return deadlines in each relevant jurisdiction. The Company and Customer each comply with the legal obligations applicable to their respective roles. Neither party may instruct undervaluation, false descriptions or unlawful movement.

The Customer supplies truthful supporting information; the Company exercises reasonable care in declarations it undertakes to prepare. Authority action is not automatically the Customer's fault. Additional duties or costs are allocated according to the agreed scope and cause, including any error by the Company. The project record must identify who applies for each required permit, who supplies supporting evidence and who bears the agreed costs. Dispatch must not proceed until required permissions and compliance conditions have been verified. No customs outcome or permit approval is guaranteed.

8 Storage

Storage is included only if agreed. Identify the actual provider and premises, duration, environmental parameters, security arrangements, inventory records, access procedures and charging basis. "Climate controlled" must correspond to specified operational parameters, monitoring and response arrangements rather than an undefined guarantee.

Collection appointments, retrieval notice and onward transport are agreed in advance. The Company informs the Customer promptly of a material incident or environmental deviation affecting the Works and takes reasonable protective action. Relocation requires notice and consent where practicable, except necessary protective action or a legal requirement.

9 Insurance and declared value

Values are supplied by the Customer. The Company does not undertake an independent appraisal or confirmation of market value. It may request supporting information for compliance, insurance or booking purposes without assuming a valuation role. A declared value assists planning; it is not an insurance policy, agreed compensation entitlement or automatically accepted higher liability. The Customer must arrange suitable artwork cover unless the Schedule expressly confirms another arrangement. Cover should be assessed for packing, transit, unpacking, installation, temporary storage and return movements as relevant.

The Customer elects in the project record either to request the Company to assist in arranging artwork insurance or not to request Company-arranged cover. Silence, an incomplete election or an unanswered question must not be recorded as an affirmative refusal. If the Customer does not request cover, the Company does not purchase it; any independent cover remains the Customer's responsibility. A refusal of Company-arranged insurance is not a waiver of claims, mandatory rights or the Company's duty of care.

If cover is requested, the Customer supplies the proposed insured values and other information required by the insurer and approves the proposed cover and premium. The Company assists through an insurer or appropriately authorised intermediary using a legally compliant arrangement. The Company's authority to arrange cover, receive premiums or give insurance advice must be verified under applicable licensing requirements before that service is offered. This provision does not represent the Company as a licensed insurance intermediary.

Before the relevant risk begins, the Company obtains and supplies binding insurer confirmation identifying the insured parties, interest, value, period, territorial and activity scope, premium, deductible and relevant exclusions. A request, quotation, payment or fee entry alone is not confirmation of cover. If cover cannot be confirmed in time or on the requested terms, the Company promptly notifies the Customer and agrees whether to postpone, seek an alternative or proceed without Company-arranged cover following express recorded instructions and lawful arrangements.

The applicable policy governs insurance benefits. The parties must record who bears premiums, deductibles and excluded or uninsured losses, without overriding liability otherwise imposed by law. Cancellation or variation of cover requires the relevant insurer's confirmation and must not be presumed effective merely because the

service booking changes.

The Company's liability insurance is not represented as all-risks artwork cover for the Customer. Insurance and contractual liability remain distinct. An insurer's refusal does not automatically extinguish a claim for the Company's own breach. No waiver of subrogation applies unless separately reviewed and agreed with affected insurers.

10 Charges payment and cancellation

Charges, currency, applicable taxes, deposits, instalments, due dates and other payment conditions are those expressly agreed by the parties for the particular project and recorded in the quotation, Project Schedule or other agreed record. These terms impose no standard deposit percentage or default payment period. Quote validity, any storage or waiting rates and excluded costs must likewise be agreed. Additional services or material cost changes require written explanation and approval before commitment where practicable. Interest or collection charges apply only if expressly agreed, lawful and proportionate; no default rate is imposed by these terms.

If the Customer postpones or cancels a project, it pays the reasonable, evidenced actual charges and costs already incurred for that project, including charges for Services actually performed and project-specific third-party charges already incurred. There is no automatic full-price cancellation charge, fixed penalty or charge for unperformed future Services under these terms. Future projected expenditure or lost profit is not treated as an already incurred actual cost merely because it appeared in a quotation. The basis for valuing completed Services follows the parties' agreed rates.

The Company provides an itemised account and reasonably available supporting records. Refunds, credits and recoverable amounts must be deducted, and deposits already paid credited, with any excess returned after reconciliation. The Company takes reasonable steps to avoid additional cost following notice; mitigation costs require an appropriate agreed or lawful basis. For postponement, any subsequent storage, waiting, rebooking or revised Services and their charges require agreement, except proportionate urgent protective action under clause 6. Statutory customer rights prevail.

Undisputed sums remain payable when due. Disputed sums must be identified with reasons and addressed promptly; mandatory set-off and consumer rights are preserved. Suspension for overdue undisputed payment requires written notice and a reasonable cure period specified in the Schedule, with continuing reasonable care for Works in custody.

11 Liability and negotiated limits

To the fullest extent permitted by applicable law, the Company excludes liability for loss or damage except where caused by its own intentional conduct undertaken with the actual intention of causing that loss or damage. This exclusion does not apply to fraud, fraudulent misrepresentation, death or personal injury caused by negligence, or any liability or remedy that applicable law does not permit to be excluded. Where this exclusion is not enforceable, the Company's liability is determined under applicable law, subject only to an enforceable limitation below. No provision makes insurance the Customer's exclusive remedy.

To the fullest extent permitted by applicable law, the Company's total liability for claims arising from the same incident is limited to 70% of the Relevant Service Fee. Relevant Service Fee means the total agreed charges payable by the Customer for the service stage in which the loss-causing breach or damage occurred, including third-party transport, storage and other provider charges attributable to that stage and charged to the Customer. It is not limited to the Company's margin or coordination fee. Charges for unaffected stages are excluded. This cap does not apply to fraud, fraudulent misrepresentation, death or personal injury caused by negligence, or liability that cannot lawfully be limited.

The affected stage and its fee must be identified using the agreed service breakdown and available evidence. A bundled fee must not be arbitrarily apportioned after an incident to reduce liability. Where several stages contribute or the affected stage cannot reasonably be identified, the Company may not unilaterally select the cheapest stage; any project-specific allocation must be expressly agreed, otherwise the extent of any enforceable limit is determined under applicable law. No fixed per-item or project-wide aggregate cap is created

in addition to the per-incident cap above.

These limitations must be supplied before booking and incorporated into the contract by agreement. The Customer may request different liability arrangements before booking; any accepted variation must be recorded in writing. Mandatory consumer rights and applicable carrier or international convention rules prevail. No universal weight-based limit or separate blanket exclusion of diminution in value, lost profit or other categories of loss is imposed by these terms. Loss, causation, mitigation, valuation and overlapping recoveries are assessed without double recovery.

The Company's duty to transfer third-party recoveries under clause 12 is not subject to this cap. Neither the cap nor an insurance election creates an automatic payment entitlement or requires an insurer to pay an otherwise uninsured loss.

12 Incidents claims and evidence

If loss or damage is discovered, the Company promptly informs the Customer and reasonably cooperates by providing relevant information and documents in its possession or reasonably obtainable from its service providers, subject to lawful confidentiality and data restrictions. This may include available transport records, handover documents, packing information, photographs and incident accounts; it is not a representation that every category of record exists for every project.

Where an applicable insurer is identified, the Company assists the Customer in contacting the insurer or authorised intermediary and supplying the information reasonably needed for a claim. If no relevant insurance is in place, this assistance does not create cover or an insurance payment entitlement. Insurers determine coverage and payments under the policy and applicable law; the Company does not guarantee claim acceptance, payment amount or timing. This does not exclude liability otherwise arising from the Company's own breach.

The Customer provides the policy or claim contact details where available, photographs apparent damage, retains packing and relevant records, and identifies the affected Works and incident circumstances. The parties preserve available evidence and cooperate with reasonable insurer or surveyor requests. Any exceptional external investigation or assistance fee requires advance agreement where practicable; ordinary cooperation is not an unrestricted right to charge the Customer.

Photography is arranged at the Customer's request as agreed for the project. The need for an installation site survey is determined from the actual operational conditions and risks. Collection and delivery inspections and handover-signature procedures remain to be expressly confirmed for each project. These terms do not state that the Company operates a universal photographic or pre-installation survey procedure.

Prompt notice is requested to protect evidence; these terms create no automatic forfeiture after seven days and no artificial litigation deadline. Actual statutory, convention, carrier and insurance deadlines vary and must be identified for the project and observed. The Company should flag known deadlines within its agreed coordination role. Receipt without a reservation is not conclusive proof that no concealed damage existed.

Repairs, disposal or alterations require prior coordination where practicable, except urgent mitigation or safety action. Neither party admits liability on behalf of an insurer or third party without authority.

Third-party claims and full transfer of recoveries

Where a loss, damage or recoverable charge attributable to a third-party transport, storage or other service provider affects the Customer's project, the Company pursues the relevant claim for the Customer's benefit with reasonable care and diligence. Because the Company ordinarily engages the provider in its own name, it pursues the claim in its own contractual capacity where appropriate; it acts in the Customer's name only where legally permissible and supported by the necessary authority. This arrangement does not make the Customer a party to the provider contract or change the Company's role under clause 2.

The Company gives timely claim notices, preserves reasonably available evidence, requests compensation or refunds as appropriate, and keeps the Customer reasonably informed of material responses, offers and

applicable deadlines. The Customer supplies reasonably required evidence and authorisations. Recovery depends on the provider's legal liability, applicable contractual or mandatory limits, evidence and ability to pay; no successful outcome, amount or payment date is guaranteed. Court proceedings, arbitration, external legal appointments and related budgets require separate agreement; this does not excuse failure to take reasonably necessary steps within the Company's agreed role to preserve a claim or deadline.

The Company transfers to the Customer 100% of the compensation or refund actually received and attributable to the Customer's loss or project charges, promptly after receipt of cleared funds and verification of the recipient's entitlement, and supplies a written account. It retains no commission, management fee or share of that recovery, and makes no deduction or set-off for its own fees, unpaid service charges or claims-handling costs. Any separately authorised external legal or claims expense must be accounted for separately, rather than deducted from the Customer's recovery. Allocation of a payment covering several customers, claims or categories must be transparent and supported by the settlement or other available records; the Company may not unilaterally reclassify Customer compensation as its own recovery.

The 70% liability cap in clause 11 does not reduce the Company's obligation to transfer these third-party recoveries in full. This pass-through arrangement does not itself replace or extinguish any liability the Company otherwise has to the Customer. It does not change the Relevant Service Fee basis, which includes third-party transport and storage charges attributable to the affected stage and charged to the Customer.

The Company obtains the Customer's prior informed agreement to any settlement, release or waiver affecting the Customer's rights, and obtains any required insurer approval. Insurance recoveries, insurer subrogation rights and any compensation already paid for the same loss must be reconciled before distribution to avoid double recovery. Where an insurer or another person is legally entitled to an amount, payment follows that entitlement and the applicable policy or law; the Company explains the allocation and provides supporting records. This does not permit the Company to retain an amount belonging to the Customer or to settle away the Customer's rights without authority.

13 Customer-caused third-party claims

The Customer reimburses reasonable, evidenced third-party losses and costs only to the extent caused by its material breach, unlawful instructions or materially inaccurate information. This does not extend to loss caused by the Company's negligence or breach. Notice, reasonable mitigation, defence participation and consent to a settlement that imposes obligations on the Customer are required. This is not an unrestricted indemnity against every risk of the Services.

14 Events outside reasonable control

An affected party must notify the other, explain the impact, mitigate reasonably and continue unaffected obligations where practicable. Relief applies only to the extent performance is actually prevented by an event outside its reasonable control and not caused by its breach. Theft, fire, climate excursions or a subcontractor's failure are not automatically excused merely by their labels.

Safeguarding Works, reasonable communications and payment for completed agreed Services continue. If disruption persists, the parties agree safe storage, return or termination and the allocation of documented costs. No indefinite detention or unrestricted cost escalation follows automatically.

15 Retention and disposal

These terms grant no general lien over unrelated debts and no unilateral power to sell, destroy or abandon Works. Any project-specific retention right must be expressly agreed and lawful, taking account of ownership, possession, notice, secured interests and the impact on insurance. Pending a dispute the Company must preserve reasonable care and seek an agreed solution or lawful relief. Emergency safety action must be proportionate and documented.

16 Confidentiality and personal data

Collection details, values, locations and security information are confidential, with access limited to legitimate performance needs. Necessary disclosures to carriers, storage providers, insurers, authorities and advisers must be proportionate and lawfully handled. The Company must maintain a separate privacy notice addressing purposes, recipients, retention, security and relevant cross-border arrangements. Client names and images of Works may not be used for promotion without appropriate permission.

17 Applicable law and disputes

These terms are governed by Hong Kong law. The courts of Hong Kong have jurisdiction over disputes arising from the contract. It does not override mandatory laws, transport regimes or non-waivable rights applicable to a particular customer or movement. No compulsory arbitration clause is inserted by default.

The parties first attempt practical resolution through their nominated contacts, without delaying protective filings or mandatory deadlines. Either party may seek urgent protective relief in a competent court.

18 General provisions and acceptance

Each party nominates an operational and legal-notice contact. Ordinary notices may be sent to acknowledged contact addresses; court process follows applicable procedural law. Contract changes require written agreement by authorised representatives. An unenforceable provision is severed only so far as legally possible, without inventing a replacement obligation. Mandatory remedies and rights remain available.

No ARTIM or ICEFAT membership, endorsement or certification is represented by these terms. Unless expressly agreed otherwise, a person who is not a party to the contract has no right to enforce its provisions under the Contracts (Rights of Third Parties) Ordinance (Cap. 623). This does not affect rights or remedies existing independently of that Ordinance.

English is the controlling language of these terms. Any translation supplied must accurately reflect this English version; mandatory language and consumer requirements prevail. The acceptance record must identify the agreed Services, charges and exact terms version. Written confirmation should be retained even where the order was initially agreed orally, following clause 1.

Project particulars and acceptance

Before booking, the parties confirm the Customer's identity and authorised contact; the Works inventory and declared values; the Services, providers, route and custody arrangements; agreed packing, photographs, installation, storage and environmental requirements; dates, charges, currency and payment terms; and the Customer's express insurance election. Any special liability arrangements, claims authority, legal-notice contacts and project-specific mandatory claim deadlines are recorded where applicable.

The accepted quotation, order confirmation or Schedule identifies these terms as Version 1.0 and records their delivery before agreement and the Customer's acceptance. Orders may be confirmed by email, telephone or another mutually agreed method, subject to clause 1. Amendments require the agreement of authorised representatives. A later invoice reference alone does not impose terms that were not previously agreed.