

SHIPPING AUTHORIZATION FORM FOR PROPERTY

Heffel recommends submitting shipping authorization and payment by logging in at heffel.com for expedited service. Alternatively, please sign and return this form via e-mail to shipping@heffel.com or via fax to 1-888-685-6505. Please contact the Shipping Department at 1-888-818-6505 for questions.

SHIPPING METHOD (CHOOSE OPTION A, B OR C)

Option A

Consolidated ground shipment (when available) to destination Heffel Gallery:

- Heffel Vancouver Heffel Calgary
 Heffel Montreal Heffel Toronto

PACKING METHOD

- Soft packed (Cardboard) Hard packed (Custom crate)

Option B

Direct shipment to address below via Heffel approved third-party carrier:

RECIPIENT'S NAME

ADDRESS

CITY

PROVINCE/STATE, COUNTRY

POSTAL CODE

E-MAIL ADDRESS

DAYTIME TELEPHONE

EVENING TELEPHONE

TAX ID (FOR U.S. SHIPMENTS ONLY)

PACKING METHOD

- Soft packed (Cardboard) Hard packed (Custom crate)

Heffel's insurance does not cover Fedex shipments with glass. Framed works will be shipped without glass.

Option C

I do not require packing/shipping services provided by Heffel. I have reviewed Section B.4 of Heffel's *Terms and Conditions of Business* and accept all consumer tax liabilities. I authorize for my Property to be retrieved on my behalf by:

AUTHORIZED THIRD PARTY'S FULL NAME

PROPERTY INFORMATION

Lot Number

in numerical order

Property Description

artist / title

1

2

3

OPTIONAL LOSS AND DAMAGE LIABILITY COVERAGE

Your Property will be insured under Heffel's insurance policy at a rate of 1.5% of the value. Heffel does not insure ceramics, frames or glass. Please review Section 3 of Heffel's *Terms and Conditions for Shipping* for further information regarding insurance coverage.

- Please **DO NOT** insure my Property while in transit. I accept full responsibility for any loss or damage to my Property while in transit.

PAYMENT INFORMATION

CREDIT CARD NUMBER (VISA, MASTERCARD OR UNION PAY)

EXPIRY DATE

CVV NUMBER

Shipping costs will be provided for approval prior to shipment unless authorized below to proceed.

- No shipping quotation necessary, please forward my Property as indicated above

SIGNATURE

Signed with agreement to the above, Heffel's *Terms and Conditions of Business* and Heffel's *Terms and Conditions for Shipping*.

PROPERTY OWNER'S NAME

SIGNATURE

DATE

HEFFEL GALLERY LIMITED

13 Hazelton Avenue, Toronto, ON, Canada M5R 2E1
Tel 416-961-6505 · Fax 416-961-4245
shipping@heffel.com · www.heffel.com

TERMS AND CONDITIONS FOR SHIPPING

Heffel Gallery Limited (“Heffel” or “Auction House”) provides professional guidance and assistance to have Property packed, insured and forwarded at the Property Owner’s expense and risk pursuant to Heffel’s *Terms and Conditions of Business and Property Collection Notice*, as published in the auction sale catalogue and online. The Property Owner is aware and accepts that Heffel does not operate a full-service fine art packing business and shall provide such assistance for the convenience only of the Property Owner.

Heffel agrees to ship your Property (the “Property”), as described by sale and Lot number or such other designation on the front side of this *Shipping Authorization Form for Property*, subject to the following terms and conditions:

1. If the Property has been purchased at an auction or private sale conducted by Heffel, Heffel will not pack and ship, or release the Property, until payment in full of the purchase price for the Property, including the Buyer’s Premium and any applicable sales tax has been received in funds cleared by Heffel.
2. All packing and shipping services offered by Heffel must be preceded by a completed and signed Shipping Authorization Form for Property which releases Heffel from any liability that may result from damage sustained by the Property during packing and shipping.
3. The Property Owner agrees that Heffel’s liability for any loss or damage to the Property shall be limited according to the following terms:
 - a) Lots are only covered by insurance under the Terms and Conditions of the Fine Arts Insurance Policy provided to Heffel if the Property Owner so authorizes;
 - b) The rate of the insurance premium payable by the Property Owner is \$15 per \$1,000 (1.5% of the value). The value of insurance is determined by the High Estimate value, or Purchase Price, or Appraised Value or for the alternative amount as listed and defined under Insured Value while in transit as specified in the *Shipping Authorization Form for Property*. Heffel will charge a flat rate fee of \$40 should the value be less than \$2,500;
 - c) The value for which a Lot is insured under the Fine Arts Insurance Policy provided to Heffel in accordance with Condition 3.b above shall be the total amount due to the Property Owner in the event of a successful claim being made against the Auction House;
 - d) With regard to loss or damage, however caused, not covered by Heffel’s Insurance Underwriters, the Property Owner hereby releases Heffel, its employees, agents and contractors with respect to such damage;
 - e) Heffel does not accept responsibility for Lots damaged by changes in atmospheric conditions and Heffel shall not be liable for such damage nor for any other damage to picture frames or to glass in picture frames;
 - f) In no event will Heffel be liable for damage to glass, frames or ceramics;
 - g) If your Property is damaged in transit, please contact the Shipping Department promptly and provide photographs of the damage, retain the shipping box and materials and gather all relevant information;
 - h) If the Property Owner instructs Heffel not to insure a Lot, it shall at all times remain at the risk of the Property Owner, who hereby undertakes to:
 - (i) Indemnify Heffel against all claims made or proceedings brought against Heffel in respect of loss or damage to the Lot of whatever nature, howsoever and wheresoever occurred, and in any circumstances even where negligence is alleged or proven;
 - (ii) Reimburse Heffel for all Expenses incurred by Heffel. Any payment which Heffel shall make in respect of such loss or damage or Expenses shall be binding upon the Property Owner and shall be accepted by the Property Owner as conclusive evidence that Heffel was liable to make such payment; and
 - (iii) Notify any insurer of the existence of the indemnity contained in these *Terms and Conditions for Shipping*.
4. All such works are packed at the Property Owner’s risk and then must be

transported by a Heffel approved third-party carrier. Prior to export, works may be subject to the *Cultural Property Export and Import Act (Canada)*, and compliance with the provisions of the said act is the sole responsibility of the Property Owner.

5. Heffel shall have the right to subcontract other parties in order to fulfill its obligation under these *Terms and Conditions for Shipping*
6. As per section B.4 of Heffel’s *Terms and Conditions of Business*, all or part of the Sales Tax may be exempt in certain circumstances if the Lot is delivered outside of the jurisdiction of sale of the Lot. Shipments out of the jurisdiction of sale of the Lot(s) shall only be eligible for exemption from Sales Tax if shipped directly from the Auction House with shipping contracted by the Auction House. All claims for Sales Tax exemption must be made prior to or at the time of payment of the Purchase Price. Sales Tax will not be refunded once the Auction House has released the Lot. The Buyer agrees and shall fully indemnify the Auction House for any amount claimed by any taxing authority due as Sales Tax upon the sale of the Lot, including any related costs, legal fees, interest and penalties.

PACKING OPTIONS

Soft packed

Works will be glass taped, plastic wrapped, cardboard wrapped and labeled. All fees are exclusive of applicable taxes.

- Works up to 40 united inches (height + width + depth = united inches) — \$30 per work
- Works 41 to 75 united inches — \$50 per work
- Works 76 to 150 united inches — \$100 per work
- Works 151 to 250 united inches — minimum \$150 per work

Hard packed (Custom Crate)

Custom crates are available when required or upon request. Works will be glass taped, plastic wrapped, cardboard wrapped, or divided foam packed in a custom wooden crate and labeled. All fees are exclusive of applicable taxes.

- Works up to 40 united inches (height + width + depth = united inches) — \$150 per crate
- Works 41 to 75 united inches — \$300 – \$500 per crate
- Works 76 to 150 united inches — \$500 – \$750 per crate
- Works 151 to 250 united inches — minimum \$750 per crate

International shipments as per international wooden packing restrictions may require ISPM 15 rules certified crating material to be used. Additional minimum \$200 per crate.

SHIPPING TRANSPORTATION CARRIER OPTIONS

Heffel may periodically offer consolidated ground shipments between Heffel’s offices in Vancouver, Calgary, Toronto and Montreal.

Consolidated rates, in addition to the Packing Options outlined above, between our offices are as follows. All fees are exclusive of applicable taxes.

Regional (maximum range of two provinces)

- Works up to 40 united inches (height + width + depth = united inches) — \$35 per work
- Works 41 to 75 united inches — \$50 per work
- Works 76 to 150 united inches — \$100 per work
- Works 151 to 250 united inches — minimum \$150 per work

National

- Works up to 40 united inches (height + width + depth = united inches) — \$35 per work
- Works 41 to 75 united inches — \$75 per work
- Works 76 to 150 united inches — \$150 per work
- Works 151 to 250 united inches — minimum \$250 per work