

TERMS & CONDITIONS OF SERVICE

Between Maxwoods Framers (Pty) Ltd ("**Maxwoods**") and the undersigned ("**You**" / "**Customer**")

Risk and Insurance

- Although every reasonable care and attention is given to any Customer property left with us for our provision of services/goods, the Customer must take their own precautions to ensure their property, whilst in the care of Maxwoods, is fully covered against loss or damage of any nature whatsoever, under their own private insurance policy, and maintain such insurance to cover any transportation of such artwork and/or goods, whether by Maxwoods or otherwise.
- **To this end, You indemnify Maxwoods against all liabilities, claims, demands, damages, losses, costs and expenses which may be incurred or brought against Maxwoods in respect of injury to any person or loss or of damage to any Customer property/goods or third party property/goods, arising out of, or in connection with, the use by You of Maxwoods' goods and/or services (including goods' storage, delivery and/or installation, where applicable) and as a result of any gross negligent act or omission by Maxwoods, its staff, contractors and/or other related parties providing the goods and/or services on behalf of Maxwoods.**
 - All or any artwork and/or other goods supplied by You or any third party to Maxwoods are supplied entirely at your own risk and will remain at your risk while in Maxwoods' custody and Maxwoods will not be held liable for any loss or damage consequential or otherwise to such goods.
- **Where it is agreed that Maxwoods will arrange transportation of any goods to be supplied by them and/or any artwork and/or other goods supplied by You or any third party,**
 - (i) the delivery instructions relating thereto will be as agreed; and**
 - (ii) transportation thereof will be carried out at your own risk, expense and insurance liability at all times.**
- The Customer warrants that any party accepting a delivery of any goods from Maxwoods on their behalf, has the authority and capacity to do so.

General

- While we always endeavour to meet deadlines, Maxwoods cannot accept liability for failure to do so, or for any consequential costs or inconvenience incurred by the Customer.
- No variation of these Terms & Conditions, oral stipulations and/or representations will be binding on Maxwoods unless expressly agreed to in writing.
- The Customer warrants the correctness of all its Personal Information as reflected on this form, held and used by Maxwoods in the provision of its goods and/or services.
- Further, Maxwoods is under no obligation to ensure the correctness of this Personal Information.
- Title to any work done by Maxwoods shall remain vested in Maxwoods and shall not pass to the Customer until the purchase price has been paid in full and received by Maxwoods.
- These terms and conditions will apply for any current or future work performed or service provided by Maxwoods.