



TERMS AND CONDITIONS

The terms and conditions (“**T&Cs**”) set out herein apply to Malca-Amit’s transportation, storage and ancillary services described in the Estimate.

Definitions and Interpretations

- 1.1.1 **Client** refers to the person or entity that has signed an Estimate for the provision of Services;
 - 1.1.2 **Condition Report** refers to a written report with photographs describing the physical condition of the Goods and identifies any visible damage, flaws or similar on the Goods;
 - 1.1.3 **Confidential Information** means these T&Cs and all information in any form or medium which is secret or otherwise not publicly available (either in its entirety or in part) including commercial, financial and technical information in any form or medium disclosed orally or in writing by a party;
 - 1.1.4 **Consignee** refers to any person or entity designated by Client (including Client itself) to receive any Shipment (that is not an Inbound Shipment) at the Place of Destination;
 - 1.1.5 **Declared Value** refers to the values declared by Client for the Goods on the Estimate;
 - 1.1.6 **Estimate** refers to the estimate signed by Client that details the Goods and Services to be performed pursuant to these T&Cs;
 - 1.1.7 **Force Majeure** means any acts of God and other events beyond a party’s reasonable control (including compliance with any law, order, rule or regulation of any governmental authority and lock-outs, strikes and other industrial disputes);
 - 1.1.8 **Goods** refers to **Clocks** and **Fine Art**, meaning fine arts and antiques of every description, including photographs, paintings, pictures etchings, drawings, lithographs, rare books and manuscripts, rare stamps, collectible autographs, collectible coins, medals, fabrics, rugs, tapestries, sculpture, ceramics, pottery, statuary bronzes, porcelains, marbles, antique furniture, video artwork and all other works of art or rarity, historic value or artistic merit of whatsoever nature;
 - 1.1.9 **Inbound Shipment** refers to the transportation of Goods by Malca-Amit from a designated Place of Departure to a Secure Facility;
 - 1.1.10 **Liabilities** means claims, losses, liabilities, including but not limited to those arising from Loss, and costs (including the reasonable costs of investigating and defending any claims), expenses, orders, awards, fines, proceedings and judgments of whatsoever nature;
 - 1.1.11 **Loss** means physical loss, mis-delivery or destruction of, or damage to the Goods;
 - 1.1.12 **Malca-Amit** refers to the entity specified as “Malca-Amit” in the Estimate;
 - 1.1.13 **Malca-Amit Network** means the companies that form the Malca-Amit International Network™;
 - 1.1.14 **Nail Services** refers to the following services: (i) removing, uninstalling, taking down and the like, (ii) issuing a Condition Report, (iii) Packing Services, and (iv) unpacking, installing, fixing, mounting, placing, hanging or similar at the Place of Destination designated by Consignee (depending on the selected Shipping Service);
 - 1.1.15 **Outbound Shipment** refers to the transportation of Goods by Malca-Amit, from a Secure Facility to the Consignee;
 - 1.1.16 **Package** refers to a sealed crate, pallet, container or box containing Goods;
 - 1.1.17 **Packing Services** refers to the professional packing of Goods in accordance with industry standards;
 - 1.1.18 **Receipt** refers to the written receipt acknowledging receipt of the Goods;
 - 1.1.19 **Sanction** refers to any sanction, prohibition or penalty (or any risk of sanction, prohibition or penalty) whatsoever imposed by any state, country, international governmental organization or other relevant authority;
 - 1.1.20 **Secure Facility** refers to a vault, safe or such other secure place at a facility controlled by Malca-Amit for the secure handling and storage of Packages by Malca-Amit;
 - 1.1.21 **Services** refers to those services requested in the Estimate, which may include Packing Services, Shipping Services and Storage Services;
 - 1.1.22 **Shipment** means any Package tendered to Malca-Amit for transportation from one location at any one time to another single location.
 - 1.1.23 **Shipping Services** refers to the transportation of a Shipment from the Place of Departure for delivery to the Place of Destination;
 - 1.1.24 **Storage Services** refers to the safe-keeping of a Package at a Secure Facility;
 - 1.2 Definitions used in the Estimate shall have the same meaning in these T&Cs unless otherwise stated.
 - 1.3 In these T&Cs, unless the context requires otherwise: (i) words in the singular shall be deemed to include the plural and vice versa; (ii) references to persons shall include bodies of persons whether corporate or incorporate; (iii) the words “include(s)” or “including” shall be deemed to have the words “without limitation” following them; and (iv) the words “howsoever arising” shall be deemed to have the words “including negligence” following them.
- 2. Obligations of Malca-Amit**
- 2.1 In Malca-Amit’s capacity as a logistics provider, freight forwarder and warehouse operator, Malca-Amit shall take out and maintain adequate insurance for the duration of the Services on its own behalf to appropriately cover the Liability assumed by Malca-Amit under these T&Cs. For the avoidance of doubt, Malca-Amit is neither an insurer nor an insurance intermediary nor an insurance broker.
- 3. Client’s Acknowledgments, Warranties, Representations and Undertakings**
- 3.1 Client acknowledges and agrees, that:
 - 3.1.1 Malca-Amit shall have full liberty to (i) perform the Services itself or using any member of the Malca-Amit Network, (ii) subcontract on any terms whatsoever, the whole or any part of such Services, and (iii) decide as to the means, route, location and procedure to be followed in the performance of any Service. For the avoidance of doubt, each company forming part of the Malca-Amit Network is an independent business entity and is not liable for the debts or obligations of any other company within the Malca-Amit Network;
 - 3.1.2 Malca-Amit assumes no obligations of any kind other than expressly set forth in these T&Cs and if a court with jurisdiction determines that a bailment relationship exists between the parties, then such bailment relationship shall be governed in accordance with these T&Cs (in particular, in such circumstances, Malca-Amit’s Liability in respect of the Goods shall not exceed the Declared Value);
 - 3.1.3 Malca-Amit shall be under no obligation whatsoever to ascertain, check or confirm the authenticity of any Goods;
 - 3.1.4 in the event Client has selected the “Limited Liability Option”, Client understands and agrees that Malca-Amit assumes no Liability whatsoever for Loss unless due to Malca-Amit’s gross negligence or wilful misconduct;

- 3.1.5 Malca-Amit may, without notice to Client, provide any state, country, national or regulatory organization or other relevant agency or authority with any information about the Goods, should such disclosure become necessary for Malca-Amit to comply with any requirements imposed by any state, country, international governmental organisation or other relevant agency or authority, including but not limited to Sanctions, anti-money laundering and counter-terrorism financing legislation;
- 3.1.6 in the event that Malca-Amit is instructed to clear Goods through customs, Client shall be liable for any duty, tax, fee, levies, charge or outlay of whatsoever nature levied by any authority for or in connection with the Goods or the Services, and shall indemnify Malca-Amit against any Liability incurred or sustained by Malca-Amit in connection therewith;
- 3.1.7 unless Malca-Amit is performing Packing Services, Malca-Amit assumes no responsibility whatsoever for the adequacy of the packing of the Goods and Client acknowledges that any additional pouches, packing material and the like used by Malca-Amit is not meant to provide any protection of the Goods whatsoever, which protection is understood by the parties to be addressed by Client's own packaging. For the avoidance of doubt, when Malca-Amit is not providing Packing Services Malca-Amit shall be entitled to rely on the adequacy of Client's packing of Goods;
- 3.1.8 the Goods may be the subject of controls and checks, including security controls, by any governmental authority or other agency having legal jurisdiction over the relevant matter, which may involve such governmental authority or other agency opening and inspecting the Packages and that Malca-Amit will submit to all required controls and checks. Malca-Amit shall not be responsible for any delay caused as a result of that inspection; and
- 3.1.9 any claim in relation to the Services shall only be made against Malca-Amit and therefore the employees, servants, agents, subcontractors (including the Malca-Amit Network), insurers, insurance brokers and re-insurers of Malca-Amit and the Malca-Amit Network (jointly the "**Protected Parties**") shall not be Liable to Client for the rendered Services whether or not due to an act, neglect or default on their part. Client therefore undertakes that no claim shall be made against the Protected Parties, but should Client nevertheless make such a claim every right, exemption from liability, defence and immunity of whatsoever nature applicable to Malca-Amit or to which Malca-Amit is entitled hereunder shall also be available and shall extend to protect the Protected Parties.
- 3.2 Client warrants and represents that:
- 3.2.1 it is (a) either the owner of the Goods; or (b) authorized by the owner and interested parties to contract with Malca-Amit on these T&Cs in respect of the Goods and Services;
- 3.2.2 save for when Malca-Amit is performing Packing Services, all Goods received by Malca-Amit for Services have been packed in accordance with the customs of the trade and that the Goods shall not be susceptible to damage, tampering or other interference during the performance of the Services;
- 3.2.3 it shall not tender to Malca-Amit goods and property that are not Goods pursuant to these T&Cs. Notwithstanding the foregoing, in the event that Client does tender such goods and property to Malca-Amit, then Malca-Amit's maximum liability for such goods and property shall in no event exceed USD 1,000 (one thousand);
- 3.2.4 it shall not tender to Malca-Amit, nor cause Malca-Amit to handle, Goods that are contraband or prohibited by any international laws or treaties or federal state, provincial, municipal or local laws. If it appears, in the reasonable judgment of Malca-Amit, that there may have been a breach of this Clause then Malca-Amit shall refuse to carry the Goods, or surrender the Goods to a governmental agency or authority, which actions shall be deemed to constitute due performance by Malca-Amit of all of its obligations in respect of those Goods;
- 3.2.5 it shall comply with all laws, regulations and conditions applicable to the Goods and Services within all actual and potential countries of dispatch, storage, receipt and transit, and Client shall execute all documents and do all acts and things required and promptly provide Malca-Amit with (i) all necessary licenses and authorization required for the transportation, exportation or importation of the Goods, and (ii) appropriate manner and method of storage, handling and transportation of the Goods and relevant health and safety information relating to the same;
- 3.2.6 it will (i) provide Malca-Amit with accurate and full information of the Goods, including information concerning the nature, particulars and characteristics; (ii) never conceal or misrepresent any fact or circumstances concerning the Goods; and (iii) declare the full value (including value declared for customs purposes) of all Goods;
- 3.2.7 all Goods will be safe for transportation, storage and handling and that no Goods comprise, contain or are packaged in any dangerous, noxious or illegal substance. If in the sole opinion of Malca-Amit the Goods become a hazard, then Malca-Amit shall refuse to carry the Goods or act in accordance with the advice of a governmental agency or authority, which actions shall be deemed to constitute due performance by Malca-Amit of all of its obligations in respect of those Goods;
- 3.2.8 the Services, activities and operations requested by Client are not related to money laundering or terrorist activities, and in the event Client is not the owner of the Goods, Client is in compliance with applicable anti-money-laundering and counter-terrorism financing legislation and has performed adequate due diligence on the owner(s) of the Goods and any party having an interest in the Goods;
- 3.2.9 neither the receipt, nor the handling, nor the delivery of the Goods (including any insurance arranged by or on behalf of Malca-Amit) exposes Malca-Amit or the Protected Parties to any Sanction. If it appears, in the reasonable judgment of Malca-Amit, that there may have been a breach of this Clause, or that the Goods (or any activities in respect of the Goods by Malca-Amit or any other person) may expose Malca-Amit or the Protected Parties to any Sanction or risk of Sanctions then Malca-Amit shall refuse to carry the Goods, or surrender the Goods to a governmental agency or authority, which actions shall be deemed to constitute due performance by Malca-Amit of all of its obligations in respect of those Goods; and
- 3.2.10 Client undertakes that it shall promptly indemnify Malca-Amit against any and all Liabilities howsoever assumed, incurred or suffered by Malca-Amit or the Protected Parties as a result of or in connection with (i) any breach by Client of the preceding warranties and/or undertakings given in this Clause 3.2 or (ii) Malca-Amit acting in accordance with Client's instructions. Notwithstanding the aforementioned indemnity, in the event of any breach by Client of the preceding warranties and/or undertakings given in Clause 3.2 or (ii) Malca-Amit acting in accordance with Client's instructions, Malca-Amit may also, at its sole discretion, elect to terminate these T&Cs and the Services with immediate effect and without any penalty or further liability.
- 4. Service Fees**
- 4.1 Invoices in respect of the service fees will be raised by Malca-Amit and paid by Client within 30 (thirty) days of the invoice date, in accordance with the payment terms set out herein. Value added tax and any other tax, duty or fee imposed from time to time by any government or other authority may be added to the service fees as applicable. All payments due from Client shall be made in full without any set-off, abatement, restriction or condition and without any deduction in respect of bank charges or otherwise or withholding for or on account of a counterclaim. Overdue sums will attract interest at the rate specified in the applicable legislation.

For the avoidance of doubt, Client acknowledges and agrees that the service fees stated in the Estimate may just be an estimation and may be different from the final service fees billed by Malca-Amit.

5. Periods of Responsibility

5.1 In respect of Shipping Services

5.1.1 The Period of Responsibility shall commence in respect of:

- (a) Nail Service-To-Nail Service (**NTN**), Nail Service-To-Door (**NTD**), or Nail Service-To-Airport (**NTA**); when Malca-Amit commences physical handling of the Goods;
- (b) Door-To-Door (**DTD**), Door-To-Nail Service (**DTN**), Door-To-Airport (**DTA**); when Malca-Amit takes physical possession of the Shipment at the Place of Departure and when a Receipt is signed;
- (c) Airport-To-Door (**ATD**) or Airport-To-Nail Service (**ATN**) when the air carrier, pre-approved by an authorised representative of Malca-Amit in writing, takes physical possession of the Shipment at the airport of departure or when a Receipt has been issued; or
- (d) an Outbound Shipment when same has physically left the Secure Facility.

5.1.2 The Period of Responsibility shall end in respect of:

- (a) NTN, DTN, or ATN; when Malca-Amit has completed the Nail Services;
- (b) NTD, DTD, or ATD; when Malca-Amit delivers the Shipment into the physical possession of the Consignee and when a Receipt has been signed by the Consignee;
- (c) NTA or DTA; upon the earlier of (i) when the air carrier or its agent delivers the Shipment to the physical possession of the Consignee and when a Receipt has been signed by the Consignee and (ii) 24 hours after the Shipment arrives at the designated airport as determined by the relevant air carrier's landing time; or
- (d) an Inbound Shipment, upon physical delivery at the Secure Facility for Storage Services, at which time the Period or Responsibility in respect of the Storage Services shall commence and the provisions of Clause 5.3.1 will apply).

5.2 In respect of Packing Services

5.2.1 The Period of Responsibility shall commence when Malca-Amit commences physical handling of the Goods and shall end when the Goods have been delivered into the physical custody of the Client or Consignee.

5.3 In respect of Storage Services

5.3.1 The Period of Responsibility shall commence when Malca-Amit takes physical control of the Package for Storage Services at a Secure Facility and shall end when the Goods or Package have been physically released from the Secure Facility and either (i) a Receipt is signed by a representative of Client who picks up the Goods directly from the Secure Facility, or (ii) Client has issued an instruction in writing, whether by email or otherwise, that has been accepted by Malca-Amit for performance of the Outbound Shipment under and subject to these T&Cs, in which case the provisions of Clause 5.1 will apply (as applicable).

5.4 No Liability when out of Malca-Amit's custody and control

5.4.1 Notwithstanding any other provisions of these T&Cs, including the aforementioned Periods of Responsibility, Malca-Amit assumes no Liability whatsoever whilst the Goods are not in the custody or control of Malca-Amit (with the exception of when the Client has selected the Full Liability Option and the Goods are in the custody and control of an airline approved by Malca-Amit or are being opened and inspected by customs officials, authorities or other governmental or quasi-governmental authority).

5.5 Release and delivery of Goods:

5.5.1 The release or delivery of Packages shall be conclusively evidenced by a signed Receipt being given by the Consignee or representative of Client accepting Packages from Malca-Amit or the air carrier. With the exception of when Malca-Amit is providing Packing Services, lack of notation on any Receipt of loss, damage or tampering to the Package by the Consignee or representative of Client at the time of release or delivery, shall be conclusive proof that the Package was delivered in good order and condition, intact, without shortage, damage or loss and shall further constitute final and absolute release of all undertakings, obligations and liabilities of Malca-Amit with respect to said Package.

6. Liability

6.1 Liability for Loss

6.1.1 Limited Liability Option: Malca-Amit shall not be Liable for any Loss whatsoever or howsoever arising during the Period of Responsibility, save for Loss which is caused by the gross negligence or wilful misconduct of Malca-Amit. "Gross negligence" under these T&Cs shall not refer to minor negligence, such as the ordinary standard of negligence under English law, but instead to a standard requiring a party to act in a manner more fundamental than failure to exercise proper skill and/or care, and shall require conduct undertaken with actual appreciation of the risks involved and a reckless disregard of or indifference to an obvious risk.

6.1.2 Full Liability Option: Subject to the remainder of this Clause 6.1.2, Malca-Amit shall be Liable for a Loss to Goods sustained at any time during the Period of Responsibility, resulting from any cause whatsoever.

- (a) Notwithstanding any other provision of these T&Cs (including Clause 6.1.2(b)), Malca-Amit shall have no liability whatsoever and howsoever arising for a Loss arising or resulting from any of the matters listed in this Clause 6.1.2(a):
 - (i) shortage, damage or disappearance of the Goods said to be contained in any closed and/or sealed Package, with seals intact and which bears no evidence of having been opened or tampered with (in each case save for when (i) Malca-Amit has performed Packing Services, or (ii) as a result of a Package being opened and inspected by customs officials, authorities or other governmental or quasi-governmental authority); or
 - (ii) (1) Goods which have not been (i) properly and sufficiently prepared, (ii) packed in such a manner as will prevent damage, tampering or other interference with the Goods, and (iii) labelled and/or marked (in each case, save for when Malca-Amit has performed Packing Services, but always subject to Client providing accurate information); and (2) incorrect or insufficient description or valuation of the Goods;
 - (iii) (1) gradual deterioration, insects, inherent defect or any pre-existing condition; (2) ordinary leakage, ordinary loss in weight, shrinkage or ordinary wear and tear; (3) spoilage, contamination, deterioration, freezing, oxidation or rusting, electrical or mechanical failure; or (4) work done in the course of refinishing, renovating, repairing, restoring, reframing or similar process;
 - (iv) Malca-Amit acting in accordance with Client's instructions; or wilful misconduct of, breach of, or the failure of Client, its employees, agents, servants and/or subcontractor to comply with or fulfil any of Client's obligations and/or warranties under these T&Cs; or

- (v) loss of profit, loss of sales, loss of business, loss of goodwill or reputation, third party claims (in each case whether direct or indirect) or for any indirect, exemplary, special, incidental, punitive or speculative or consequential loss of any nature, whether or not foreseeable and whether or not Malca-Amit has been advised of the possibility of such damages;
 - (vi) (1) ionizing radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; (2) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter, nuclear installation or any, reactor or other nuclear assembly or nuclear component thereof; (3) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; (4) the radioactive, toxic, explosive or other hazardous or contaminating property of any radioactive matter (the exclusion in this sub-clause (4) does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes); or (5); or any chemical, biological, bio-chemical or electromagnetic weapon; or
 - (vii) **“Cyber Attack”**, meaning any use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or computer process or any other electronic system, save for Cyber Attack that directly facilitates theft, robbery, burglary, hold-up, or other criminal taking of or criminal obtaining of the Goods;
 - (viii) **“War”**, meaning war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, derelict mines, torpedoes, bombs or other derelict weapons of war;
 - (ix) **“Terror”**, meaning any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted, or any person acting from a political, ideological or religious motive; or
 - (x) **“Confiscation”**, meaning nationalization, confiscation, seizure, appropriation, expropriation, requisition for title of use or wilful destruction of the Goods, or portion thereof, by/or under the order of any government (whether civil, military or de facto) and/or public authority.
- (b) Malca-Amit agrees to extend its Liability for Loss resulting from or arising from War, Terror and Confiscation with respect to overseas shipments and whilst the Shipment is in transit, to the extent Malca-Amit’s insurance covers such risks at the time the Shipment is commenced. In the event Malca-Amit is unable to obtain the aforesaid insurance, any liability arising from such risks is excluded as set forth elsewhere in these T&Cs, even though the Full Liability Option has been selected.
- (c) Malca-Amit’s Liability in respect of any one Loss shall be the lesser of (i) the fair market value of the Goods at the time of the Loss, and (ii) the cost and expense of restoration, conservation, mitigation or stabilization, plus any resulting depreciation; and (iii) the Declared Value for the affected Goods, unless there is no Declared Value, in which case the value for the purpose of this Clause 6.1.2(c) shall be USD 25,000 (twenty five thousand).

6.1.3 For avoidance of doubt, Malca-Amit shall have no Liability whatsoever and howsoever arising for Loss to items that are not defined as Goods, including any packing and shipping materials, certificates and documents.

6.2 **Liability for Delay:** In the event that an authorized representative of Malca-Amit has specifically agreed in writing on departure, arrival or release dates, Malca-Amit’s liability for loss or damage as a result of a delay in respect of said agreed dates, shall be limited to actual direct damages that Client can demonstrate, and shall not in any circumstances whatsoever exceed a sum equal to the amount of the service fees in respect of the relevant Goods.

6.3 **True and Accurate Declaration:** In accordance with Clause 3.2.6, Client undertakes to correctly declare the value of the Goods tendered to Malca-Amit. Client therefore expressly agrees to be estopped and/or barred from asserting for any purpose whatsoever, including in any legal proceedings, that the value of the Goods is greater than the Declared Value. Client hence waives any claim it may have that the value of the Goods is greater than the Declared Value (for the avoidance of doubt, this means that Malca-Amit’s Liability even in the event of a Loss shall be limited to the lesser of the Goods actual or fair market value and the Declared Value). In the event the Declared Value is incorrect for any reason (including without fault of Client), then Malca-Amit is entitled to terminate the Services and Client shall indemnify Malca-Amit for any and all costs incurred as a result of the incorrect Declared Value, e.g. the full cost of returning the Goods and any administrative, litigation or investigatory costs.

6.4 **Indemnity:** Client shall promptly indemnify Malca-Amit against any and all Liabilities howsoever assumed, incurred or suffered by Malca-Amit and/or the Protected Parties as a result of or in connection with any claim made by Client or any third party (including the owner of the Goods, any other person who is or may become interested in the Goods, or any customs authority) arising from or in connection with the Services, to the extent such claim exceeds Malca-Amit’s liability to Client under these T&Cs.

7. Claims

7.1 The party discovering an incident which may give rise to a claim shall as soon as practicable notify the other party, as time is of the essence. Any claim must be made in writing to Malca-Amit within a reasonable time, but in no event later than 14 (fourteen) days from the date of the discovery of the occurrence alleged to give rise to such claim. Unless such written notice of a claim is given within this time, such claims shall be deemed to have been waived. Client agrees that any claim against Malca-Amit shall expire and be forever barred if not sued upon within one (1) year from the date of (i) delivery in relation to any Shipping Services, excluding Inbound Shipments, (ii) Malca-Amit notifying Client of an occurrence alleged to give rise to a claim relating to Storage Services, or (iii) the discovery of an occurrence alleged to give rise to a claim in relation to any other claim.

7.2 Client agrees to (i) promptly assist and cooperate with Malca-Amit or its insurers in all ways pertaining to the investigation, and to minimise the loss or damage, (ii) maintain and preserve all evidence and rights of recovery, and (iii) pursue claims against third parties whose acts or omissions have given rise to claims by the Client against Malca-Amit.

7.3 In the event of a claim, Client undertakes to (i) provide all such documentation and evidence required to prove the condition of the Goods prior to the Goods coming into Malca-Amit’s custody, including but not limited to Client producing any and all Condition Reports, provenance documents, invoices, certificates, evaluations, packing specifications and the like, and (ii) in the event the value and extent of a Loss is disputed by the parties, Client will together with Malca-Amit and its insurer appoint a joint expert to determine the same.

8. Force Majeure

- 8.1 Neither party shall be liable to the other for any delay or non-performance of its obligations to the extent that such delay or non-performance is due to a Force Majeure. For the avoidance of doubt, Malca-Amit shall remain Liable for Loss notwithstanding Force Majeure. In the event of Force Majeure, the affected party shall:
- 8.1.1 give notice in writing of such delay or prevention to the other party as soon as reasonably possible;
- 8.1.2 endeavour to mitigate the effects of such delay or prevention on the performance of its Services, which may involve moving the Goods to another secure facility; and
- 8.1.3 resume performance of its obligations as soon as reasonably possible after the removal of the cause of the delay or prevention.

9. Non-Disclosure

- 9.1 The parties undertake that they shall not at any time disclose to any person any Confidential Information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by Clause 9.2.
- 9.2 Each party may disclose the other party's Confidential Information:
- 9.2.1 to its employees, officers, agents, representatives or professional advisers who need to know such information for the purposes of carrying out the party's obligations under these T&Cs; and
- 9.2.2 as may be required by the law, court order or any governmental or regulatory authority.

10. Reliance

- 10.1 Client acknowledges that it does not rely on any representation, warranty or other undertaking or understanding not fully reflected in the written terms of these T&Cs and all conditions, warranties of other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law.

11. Third Party Rights

- 11.1 Save for Clause 3.1.9, the parties intend that (i) no third party shall have any rights pursuant to these T&Cs under the laws of any applicable third party rights acts, and (ii) these T&Cs will not benefit or create any right or cause of action in favour of any third party and will not entitle any third party to rely on the provisions of these T&Cs in any action, suit, proceeding, hearing or other forum.

12. Independent Contractor

- 12.1 It is the intention of the parties, that Malca-Amit shall be deemed an independent contractor of Client for all purposes with respect to the Services provided pursuant to these T&Cs. Nothing in these T&Cs shall be construed or interpreted to constitute a partnership, association or joint venture between the parties, or to make one party an agent or representative of the other party.

13. Governing Law and Jurisdiction

- 13.1 These T&Cs and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of England and Wales and shall exclusively be adjudicated by the courts of the country of incorporation and registration of Malca-Amit.

14. Severance

- 14.1 If any provision of these T&Cs (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted or modified, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.