

Alfred Baber Fonds

Alfred Baber Fine Arts  
- Correspondence

U  
1990

QUEEN'S UNIVERSITY ARCHIVES	
LOCATOR	5095.5
BOX	3
FILE	36

bcc: L. Rochwerger

Please make certain that Aldrich does not pay this bill.



Chemists Helping Chemists in Research and Industry

# aldrich chemical company, inc.

Dr. Alfred Bader  
Chairman

September 28, 1990

Union-Transport Corporation  
4376 South Kansas Avenue  
St. Francis, Wisconsin 53207

Gentlemen:

Thank you for sending me the itemized bill from Gerlach regarding that painting from Amsterdam covered by your invoice No. 80108027.

Gerlach's bill is just ridiculous, and I have written to them and will not pay the bill until it is adjusted. Copy of my letter to Gerlach is enclosed.

Of course, I have no argument whatever with you, as your charges are entirely reasonable, and I enclose my check for them.

Please note that while this was addressed to Aldrich, the painting is mine, personally, and the bill should have been addressed to me.

Many thanks for your understanding.

Sincerely,

Alfred Bader  
AB:mmh  
Enclosures

DR. ALFRED BADER 2961 N. SHEPARD AVE. MILWAUKEE, WI 53211		3296
PAY TO THE ORDER OF		Sept 27 1990
Union Transport Corp		\$ 39.46
- thirty nine and 46/100		DOLLARS
MEMO		12-1, 750
Marine Bank, N.A. Milwaukee, Wisconsin 53201		Alfred Bader
⑆0750000⑆9⑆ ⑆0578⑆0535⑆		3296

# UNION-TRANSPORT CORPORATION



10000002 ALDRICH CHEMICAL 790 W. ST. PAUL AVE. KENOSHA, WIS 53133		INVOICE NO. 411-47 DATE OF DEPARTURE: 10/25/65 PLEASE REFER TO THIS NO. ON ALL PAYMENTS. CMB-NO. 10000002 NAWB-NO. 10000002 SHIPPER: CHRISTIE'S
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## IMPORT INVOICE

DESCRIPTION OF SHIPMENT	UNIT ORIGIN	PAINTING	TOL. NO.
FREIGHT	USA		562.14
TERMINAL CHARGES	USA		5.00
BREAK BULK	USA		15.00
INLAND FREIGHT	USA		9.44
PASSENGER SERVICE	USA		10.00
* INVOICE AMOUNTS			611.58

Fr. HF 411-47  
 del 165  
 125

PAYABLE UPON RECEIPT  
 ADDRESS: REMIT TO: U-TR, 2174 REMLEY AV, HERRICK, N.Y. 11766  
 PHONE: EXPORT (415) 7-7-4517 IMPORT (415) 7-7-4518  
 TELEX: (NW) 484692  
 ACCOUNT: NATIONAL BLDG. FINANCIAL BANK, USA, A/C # 201661002

ALL BUSINESS IS UNDERTAKEN PURSUANT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF.

ORIGINAL

C103

# TERMS AND CONDITIONS OF SERVICE

(Please Read Carefully)

All shipments to or from the Customer, which term shall include the exporter, importer, sender, receiver, owner, consignee, consignee, transfer or transferee of the shipments, will be handled by United Transport Corporation (hereinafter, "the Company") on the following terms and conditions:

1. **Services by Third Parties.** Unless the Company carries, stores or otherwise physically handles the shipment, and loss, damage, expense or delay occurs, during such activity, the Company assumes no liability as a carrier and shall be held responsible for any loss, damage, expense or delay to the goods to be forwarded or imported except as provided in paragraph 10 and subject to the limitations of paragraph 11 below, but undertakes to use reasonable care in the selection of carriers, truckmen, lightermen, forwarders, customs brokers, agents, warehousemen and others to whom it may entrust the goods for transportation, carriage, handling and/or delivery and/or storage or otherwise. When the Company carries, stores or otherwise physically handles the shipment, it does so subject to the limitation of liability set forth in paragraph 8 below unless a separate bill of lading, air waybill or other contract of carriage is issued by the Company, in which event the terms thereof shall govern.

2. **Liability Limitations of Third Parties.** The Company is authorized to select and engage carriers, truckmen, lightermen, forwarders, customs brokers, agents, warehousemen and others, as required, to transport, store, deal with and deliver the goods, all of whom shall be considered as the agents of the Company in the handling of the goods. The Company shall be liable for the goods subject to all conditions as to limitation of liability for loss, damage, expense or delay and to all rules, regulations, requirements and conditions, whether printed, written or stamped, appearing in bills of lading, receipts or tariffs issued by such carriers, truckmen, lightermen, forwarders, customs brokers, agents, warehousemen and others. The Company shall be liable under no circumstances beyond its own loss, damage, expense or delay to the goods for any reason whatsoever when said goods are in custody, possession or control of third parties selected by the Company to forward, enter and clear, transport or render other services with respect to such goods.

3. **Choosing Routes or Agents.** Unless express instructions in writing are received from the Customer, the Company has complete freedom in choosing the means, route and procedure to be followed in the handling, transportation and delivery of the goods. Advice by the Company to the Customer that a particular person or firm has been selected to render services with respect to the goods shall not be construed to mean that the Company warrants or represents that such person or firm will render such services.

4. **Quotations Not Binding.** Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by the Company to the Customer are for informational purposes only and are subject to change without notice and shall not under any circumstances be binding upon the Company unless the Company in writing specifically undertakes the handling or transportation of the shipment at a specific rate.

5. **Duty To Furnish Information.** (a) On an import at a reasonable time prior to entering of the goods for U.S. Customs, the Customer shall furnish to the Company invoices in proper form and other documents necessary or useful in the preparation of the U.S. Customs entry and, also, such further information as may be sufficient to establish the suitable value, classification and admissibility pursuant to U.S. law or regulation. If the Customer fails in a timely manner to furnish such information or documents in whole or in part, as may be required to complete U.S. Customs entry, or if the information or documents furnished are inaccurate or incomplete, the Company shall be obligated only to act as a bond guarantor in connection with the shipment. Where a bond is required by U.S. Customs to be given for the production of any document or the performance of any act, the Customer shall be deemed bound by the terms of the bond notwithstanding the fact that the bond has been executed by the Company. (b) On an export, the Customer shall furnish to the Company, in proper form and number, a proper consular declaration, weights, measures, values and other information in the language and as may be required by the laws and regulations of the U.S. and the country of destination of the goods. (c) On an export or import the Company shall not in any way be responsible or liable for increased duty, penalty, fine or expense unless caused by the negligence or other fault of the Company, in which event its liability to the Customer shall be governed by the provisions of paragraph 8. The Customer shall be bound by and warrant the accuracy of all invoices, documents and information furnished to the Company by the Customer or its agent for export, entry or other purposes and the Customer agrees to indemnify and hold harmless the Company against any increased duty, penalty, fine or expense including attorney's fees, resulting from any inaccuracy or omission or any failure to make timely presentation, when if not due to any negligence of the Customer.

6. **Declaring Higher Valuation.** Inasmuch as truckers, carriers, warehousemen and others to whom the goods are entrusted usually limit their liability for loss or damage unless a higher value is declared and a charge based on such higher value is agreed to by said truckers, etc., the Company must receive specific written instructions from the Customer to pay such higher charge based on valuation and the truckers, etc. must accept such higher declared value; otherwise the valuation placed by the Customer on the goods shall be considered solely for export or customs purposes and the goods will be delivered to the truckers, etc. subject to the limitation of liability set forth herein in paragraph 8 with respect to any claim against the Company and subject to the provisions of paragraph 2 above.

7. **Insurance.** The Company will make reasonable efforts to effect marine, fire, theft and other insurance upon the goods only after specific written instructions have been received by the Company in sufficient time prior to shipment from the point of origin and the Customer at the same time states specifically the kind and amount of insurance to be placed. The Company does not undertake or warrant that such insurance can or will be placed. Unless the Customer has its own open marine policy and instructs the Company to effect insurances under such policy, insurance is to be effected with one of the marine insurance companies or other underwriters to be selected by the Company. Any insurance placed shall be governed by the certificate or policy issued and will only be effective when accepted by such insurance companies or underwriters. Should an insurer dispute its liability for any reason, the insured shall have recourse against the insurer only and the Company shall be under no responsibility or liability in relation thereto, notwithstanding that the premium upon the policy may not be at the same rates as that charged or paid to the Company by the Customer, or that the shipment was insured under a policy in the name of the Company. Insurance premiums and the charge of the Company for arranging for such insurance shall be the same, whether or not for any reason the goods are held in warehouse, or elsewhere, the same will not be covered by any insurance, unless the Company receives written instructions from the Customer. Unless specifically agreed in writing, the Company assumes no responsibility to effect insurance on any export or import shipment which it does not handle.

8. **Limitation of \$50 Per Shipment.** The Customer agrees that the Company shall in no event be liable for any loss, damage, or delay to the goods resulting from the negligence or other fault of the Company for any amount in excess of \$50.00 per shipment (on the invoice value, if less) and any partial loss or damage for which the Company may be liable shall be adjusted pro rata on the basis of such valuation. The Customer has the option of paying a special compensation to increase the liability of the Company in excess of \$50 per shipment in case of any loss, damage, expense or delay from causes which would make the Company liable, but such option can be exercised only by specific written agreement made with the

Company prior to shipment which agreement shall indicate the limit of the Company's liability and the special compensation for the added liability by it to be assumed subject to 19 CFR Part 111.44.

9. **Perishable Claims.** In no event shall the Company be liable for any act, omission or default by it in connection with an exportation or importation, unless a claim therefor shall be presented to it at its office within one hundred eighty (180) days from date of exportation or importation of the goods in a written statement in which sworn proof of claim shall be made. No claim for recovery by any claimant or receiver shall be recoverable in any event be maintained against the Company unless instituted within six (6) months after the Company shall have authority to alter or waive any of the provisions of this clause.

10. **Liability of Company.** It is agreed that any claim or demand for loss, damage, expense or delay shall be only against the carriers, truckmen, lightermen, forwarders, customs brokers, agents, warehousemen or others in whose actual custody or control the goods may be at the time of such loss, damage, expense or delay, and that the Company shall not be liable or responsible for any claim or demand from any cause whatsoever, unless in each case the goods were in actual custody or control of the Company and the damages alleged to have been suffered be proven to be caused by the negligence or other fault of the Company, its officers or employees, in which event the limitation of liability set forth in paragraph 8 herein shall apply. The Company shall not in any circumstances be liable for damages arising from loss of profit.

11. **Advancing Money.** The Company shall not be obliged to incur any expense guarantee payment or advance any money in connection with the importing, forwarding, transporting, insuring, storing or cooping of the goods, unless the same is expressly provided to the Company by the Customer on demand. The Company shall be under no obligation to advance freight charges, customs duties or taxes on any shipment, nor shall any advance by the Company be construed as a waiver of the provisions hereof.

12. **Indemnification for Freight Duties.** In the event that a carrier, other person or any governmental agency institutes legal action against the Company for ocean or other freight duties, fines, penalties, liquidated damages or other money due arising from a shipment of goods of the Customer, the Customer agrees to indemnify and hold harmless the Company for any amount the Company may be required to pay, and to reimburse the person or the Company in connection with defending such claim or legal action and obtaining reimbursement from the Customer. The confinement or detention of the goods by any governmental agency shall not affect or diminish the liability of the Customer to the Company to pay all charges or other money due promptly on demand.

13. **Safe of Perishable Goods.** Perishable goods or live animals to be exported or which are cleared through Customs concerning which no instructions for disposition are furnished by the Customer may be sold or otherwise disposed of without any notice to the Customer, owner or consignee of the goods, and payment or tender of the net proceeds of any sale after deduction of charges shall be equivalent to delivery. In the event that any shipment is refused or remains uncollected at destination or any transshipping point in the course of transit or is returned to the Company by the Customer, the Customer shall nevertheless pay the Company for all charges and expenses in connection therewith. Nothing herein contained shall obligate the Company to forward or enter or clear the goods or arrange for their disposal.

14. **C.O.D. Shipments.** Goods received with Customer's or other person's instructions to "Collect on Delivery" (C.O.D.) by drafts or otherwise, or to collect any specified terms by time drafts or otherwise, are accepted by the Company only upon the express understanding that it will exercise reasonable care in the selection of a bank, correspondent, carrier or agent to whom it will send such matter for collection, and the Company will not be responsible for any act, omission, default, negligence, inaccuracy or want of care, negligence, or fault of such bank, correspondent, carrier or agent, nor for any delay in remittance/loss in exchange, or loss during transmission, or while in the course of collection.

15. **General Lien on Any Property.** The Company shall have a general lien on any and all property (and documents relating thereto) of the Customer in its possession, custody or control or en route, for all claims for charges, expense or advances incurred by the Company in connection with any shipments of the Customer and if such claim remains unsatisfied for thirty (30) days after demand for its payment has been made. The Company may sell at public auction or private sale, upon ten (10) days written notice, registered mail (R.R.F.), to the Customer, the goods, wares and/or merchandise, or so much thereof as may be necessary to satisfy such lien, and apply the net proceeds of such sale to the payment of the amount due to the Company. Any surplus from such sale shall be transmitted to the Customer, and the Customer shall be liable for any deficiency in the sale.

16. **Compensation of Company.** The compensation of the Company for its services shall be included with and in addition to the rates and charges of all carriers and other agencies selected by the Company to transport and deal with the goods and such compensation shall be exclusive of any brokerage, commissions, dividends or other revenue received by the Company from carriers, insurers and others in connection with the shipment. On ocean exports, upon request, we shall provide a detailed breakdown of the components of all charges assessed and a true copy of each pertinent document relating to these charges. In any referral for collection or action against the Customer shall pay the expenses of collection and/or litigation, including a reasonable attorney fee.

17. **Picking Up Shipments Or Samples.** This Company shall not be obligated to pick up a shipment from a carrier or a sample from U.S. Customs. Should the Customer render such a service for and on behalf of the Customer, the Company shall not be responsible for loss or damage to the shipment unless it is in the actual custody and control of the Company or its employee and the loss or damage is caused by the negligence or other fault of the Company or its employee. In which event the limitation of liability set forth in paragraph 8 herein shall apply.

18. **No Responsibility For Governmental Requirements.** It is the responsibility of the Customer to know and comply with the marking requirements of U.S. Customs, the requirements of the U.S. Food and Drug Administration and all other rules, regulations or official regulations. The Company shall not be responsible for action taken or fines or penalties assessed by any governmental agency against the shipment because of the failure of the Customer to comply with the law or the requirements or regulations of any governmental agency, or for any non-compliance with any such agency.

19. **Loss, Damage or Expense Due To Delay.** Unless the services to be performed by the Customer on behalf of the Customer are unduly delayed by reason of the negligence or other fault of the Company, the Company shall not be responsible for any loss, damage or expense incurred by the Customer as a result of such delay. In the event of a complete stop at such as aforesaid, its liability is limited in accordance with the provisions of paragraph 8 above.

20. **Construction of Terms and Venue.** The foregoing terms and conditions shall be construed according to the laws of the City of New York, unless otherwise expressly consented to in writing by the Customer, no legal proceeding against the Company may be instituted by the Customer, its assigns, or successors except in the City of New York.

United Transport Corporation has a policy against payment or receipt of any rebate, directly or indirectly, which would be unlawful under the U.S. Shipping Act of 1916 as amended.

Approved by the National Customs Brokers & Forwarders Association of America, Inc., an affiliate local association. (Rev. 7/85)

# UNION-TRANSPORT CORPORATION



BRANCH OFFICE 80 MILWAUKEE 4376 S. KANSAS AVE., ST. FRANCIS, WI 53207 AIRPORT OF DEPARTURE: AMSTERDAM		INVOICE DATE: 09/17/1990
		INVOICE NO.: 80108027
		PLEASE REFER TO THIS NO. ON ALL PAYMENTS.
	01000922	AWB-NO.: 012-68732473
		MWB-NO.: -
		INPUT DATE: 9/17/90
ALDRICH CHEMICAL 940 W. ST. PAUL AVE MILWAUKEE, WI 53233		SHIPPER:  CHRISTIE'S

## IMPORT INVOICE

DESCRIPTION OF SHIPMENT :	1 PC ORIG. PAINTING	23.0 KG
FREIGHT		US\$ 662.14
TERMINAL CHARGES		US\$ 5.00
BREAK BULK		US\$ 15.00
INLAND FREIGHT		US\$ 9.46
MESSENGER SERVICE		US\$ 10.00
	INVOICE AMOUNT:	US\$ 701.60*
		=====

### PAYABLE UPON RECEIPT

ADDRESS: REMIT TO: U-T 2174 HEWLETT AV, MERRICK, N.Y. 11566  
 PHONE: EXPORT (414) 747-4909 IMPORT (414) 747-4909  
 TELEX: (NU) 4946902  
 ACCOUNT: NATIONAL WESTMINSTER BANK USA, ACCT# 2016623022

ALL BUSINESS IS UNDERTAKEN PURSUANT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF.

# TERMS AND CONDITIONS OF SERVICE

(Please Read Carefully)

All shipments to or from the Customer, which terms shall include the exporter, importer, sender, receiver, owner, consignee, transferee or transferee of the shipments, will be handled by Union-Transport Corporation (herein called the "Company") on the following terms and conditions:

1. **Services by Third Parties.** Unless the Company carries, stores or otherwise physically handles the shipment, and loss, damage, expense or delay occurs, during such activity, the Company assumes no liability as a carrier and is not to be held responsible for any loss, damage, expense or delay to the goods to be forwarded or imported except as provided in paragraph 10 of this contract and the limitations of paragraph 8 below, but undertakes only to use reasonable care in the selection of carriers, truckmen, lightermen, forwarders, customs brokers, agents, warehousemen and others to whom it may entrust the goods for transportation, carriage, handling and/or delivery and/or storage or otherwise. When the company carries, stores or otherwise physically handles the shipment, it does so subject to the limitation of liability set forth in paragraph 8 below unless a separate bill of lading, air waybill or other contract of carriage is issued by the Company, in which event the terms thereof shall govern.

2. **Liability Limitations of Third Parties.** The Company is authorized to select and engage carriers, truckmen, lightermen, forwarders, customs brokers, agents, warehousemen and others, as required, to transport, store, deal with and deliver the goods, all of whom shall be considered as the agents of the Customer, and the goods may be entrusted to such agencies subject to all conditions as to limitation of liability for loss, damage, expense or delay and to all rules, regulations, requirements and conditions, whether printed, written or stamped, appearing in bills of lading, receipts or tariffs issued by such carriers, truckmen, lightermen, forwarders, customs brokers, agents, warehousemen and others. The Company shall under no circumstances be liable for any loss, damage, expense or delay to the goods for any reason whatsoever when said goods are in custody, possession or control of third parties selected by the Company to forward, enter and clear, transport or render other services with respect to such goods.

3. **Shipping Routes or Agents.** Unless express instructions in writing are received from the Customer, the Company has complete freedom in choosing the means, route and procedure to be followed in the handling, transportation and delivery of the goods. Advice by the Company to the Customer that a particular person or firm has been selected to render services with respect to the goods shall not be construed to mean that the Company warrants or represents that such person, or firm will render such services.

4. **Quotations Not Binding.** Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by the Company to the Customer are for informational purposes only and are subject to change without notice and shall not under any circumstances be binding upon the Company unless the Company in writing specifically undertakes the handling or transportation of the shipment at a specific rate.

5. **Duty to Furnish Information.** (a) On an export at a reasonable time prior to entering of the goods for U.S. Customs, the Customer shall furnish to the Company invoices in proper form and other documents necessary or useful in the preparation of the U.S. Customs entry and, also, such further information as may be sufficient to establish the dutiable value, the classification and admissibility pursuant to U.S. law or regulation. If the Customer fails in a timely manner to furnish such information or documents in whole or in part, as may be required to complete U.S. Customs entry, or if the information or documents furnished are inaccurate or incomplete, the Company shall be obligated only to use its best judgment in connection with the shipment. Where a bond is required by U.S. Customs, the Company's production of any document or the performance of any act; the Customer shall be deemed bound by the terms of the bond notwithstanding the fact that the bond has been executed by the Company as principal, it being understood that the Company entered into such undertaking at the instance and on behalf of the Customer, and the Customer shall indemnify and hold the Company harmless from the consequences of any breach of the terms of the bond. (b) On an export at a reasonable time prior to the exportation of the shipment the Customer shall furnish to the Company the commercial invoice in proper form and number, a proper consular declaration, weights, measures, values and other information in the language(s) and as may be required by the laws and regulations of the U.S. and the country of destination of the goods. (c) On an export or import the Company shall not in any way be responsible or liable for increased duty, penalty, fine or expense unless caused by the negligence or other fault of the Company, in which event its liability to the Customer shall be governed by the provisions of paragraph 8. The Customer shall be bound by and warrant the accuracy of all invoices, documents and information furnished to the Company by the Customer or its agent for export, entry or other purposes and the Customer agrees to indemnify and hold harmless the Company against any increased duty, penalty, fine or expense including attorney's fees, resulting from any inaccuracy or omission or any failure to make timely presentation, even if not due to any negligence of the Customer.

6. **Declaring Higher Valuation.** Inasmuch as truckers, carriers, warehousemen and others to whom the goods are entrusted usually limit their liability for loss or damage unless a higher value is declared and a charge based on such higher value is agreed to by said truckers, etc., the Company must receive specific written instructions from the Customer to pay such higher charge based on valuation and the trucker, etc., must accept such higher declared value, otherwise the valuation placed by the Customer on the goods shall be considered solely for export or customs purposes and the goods will be delivered to the truckers, etc. subject to the limitation of liability set forth herein in paragraph 8 with respect to any claim against the Company and subject to the provisions of paragraph 2 above.

7. **Insurance.** The Company will make reasonable efforts to effect marine, fire, theft and other insurance upon the goods only after specific written instructions have been received by the Company in sufficient time prior to shipment from point of origin, and the Customer at the same time states specifically the kind and amount of insurance to be placed. The Company does not undertake or warrant that such insurance can or will be placed. Unless the Customer has its own open marine policy and instructs the Company to effect insurance under such policy, insurance is to be effected with one or more insurance companies or other carriers to be selected by the Company. Any insurance placed shall be governed by the certificate of policy issued and will only be effective when accepted by such insurance companies or underwriters. Should an insurer dispute its liability for any reason, the insured shall have recourse against the insurer only and the Company shall not be under any responsibility or liability in relation thereto, notwithstanding that the premium upon the policy may not be the same rates as that charged or paid to the Company by the Customer, or that the shipment was insured under a policy in the name of the Company. Insurance premiums and the charge of the Company for arranging the same shall be borne by the Customer, except for any reason the goods are held in warehouse, or elsewhere, the same will not be covered by any insurance, unless the Company receives written instructions from the Customer. Unless specifically agreed in writing, the Company assumes no responsibility to effect insurance on any export or import shipment which it does not handle.

8. **Limitation of \$50 Per Shipment.** The Customer agrees that the Company shall in no event be liable for any loss, damage, or delay to the goods resulting from the negligence or other fault of the Company for any amount in excess of \$50.00 per shipment (or the invoice value, if less) and any partial loss or damage for which the Company must be held liable, as adjusted per rate on the basis of such valuation. The Customer has the option of paying a special compensation to increase the liability of the Company in excess of \$50 per shipment in case of any loss, damage, expense or delay from causes which would make the Company liable, but such option can be exercised only by specific written agreement made with the

Company prior to shipment which agreement shall indicate the limit of the Company's liability and the special compensation for the added liability by it to be assumed subject to 19 C.F.R. Part 111.44.

9. **Presenting Claims.** In no event shall the Company be liable for any act, omission or default by its consignee in connection with exportation or importation, unless a claim therefor shall be presented to it at its office within one hundred eighty (180) days from date of exportation or importation of the goods in a written statement in which sworn proof of claim shall be attached. No suit to recover for any claim or demand, hereunder shall in any event be maintained against the Company unless instituted within six (6) months after the Company shall have authority to alter or waive any of the provisions of this clause.

10. **Liability of Company.** It is agreed that any claim or demand for loss, damage, expense or delay shall be only against the carrier(s), truckmen, lightermen, forwarders, customs brokers, agents, warehousemen or others in whose actual custody or control the goods may be at the time of such loss, damage, expense or delay, and that the Company shall not be liable or responsible for any claim or demand from any cause whatsoever, unless in each case the goods were in actual custody or control of the Company and the damages alleged to have been suffered be proven to be caused by the negligence or other fault of the Company, its officers or employees, in which event the limitation of liability set forth in paragraph 8 herein shall apply. The Company shall not in any circumstances be liable for damages arising from loss of profit.

11. **Advancing Money.** The Company shall not be obliged to incur any expense, guarantee payment or advance any money in connection with the importing, forwarding, transporting, insuring, storing or cooping of the goods, unless the same is previously provided to the Company by the Customer on demand. The Company shall be under no obligation to advance freight charges, customs duties or taxes on any shipment, nor shall any advance by the Company be construed as a waiver of the provisions hereof.

12. **Indemnification for Freight, Duties.** In the event that a carrier, other person or any governmental agency makes a claim or incurs a legal liability against the Company for ocean or other freight, duties, fines, penalties, liquidated damages or other money due arising from a shipment of goods of the Customer, the Customer agrees to indemnify and hold harmless the Company for any amount the Company may be required to pay such claim, other penalties, liquidated damages or other money due arising from such claim or legal action and obtaining reimbursement from the Customer. The confiscation or detention of the goods by any governmental authority shall not affect or diminish the liability of the Customer to the Company to pay all charges or other money due promptly on demand.

13. **Safe of Perishable Goods.** Perishable goods or live animals to be exported or which are cleared through Customs concerning which no instructions for disposition are furnished by the Customer may be sold or otherwise disposed of without any notice to the Customer, and expenses in connection with the sale, and payment or tender of the net proceeds of any sale after deduction of charges shall be equivalent to delivery. In the event that any shipment is refused or remains unclaimed at destination or at any transshipping point in the course of transit or is returned for any reason, the Customer shall be liable to the Company for all charges to forward or enter or clear the goods or arrange for their disposal.

14. **C.O.D. Shipments.** Goods received with Customer's or other person's instructions to "Collect on Delivery" (C.O.D.) by drafts or otherwise, or to collect any specified terms by time drafts or otherwise, are accepted by the Company only upon the express understanding that it will exercise reasonable care in the selection of a bank, correspondent, carrier or agent to whom it will send such item for collection, and the Company will not be responsible for any loss, damage, default, expense, insurance, loss of or without a receipt, or forfeiture of such bank, correspondent, carrier or agent, nor for any deficiency in remittance lost in exchange, or loss during transmission, or while in the course of collection.

15. **General Lien on Any Property.** The Company shall have a general lien on any and all property, including documents, in the possession, custody or control of the Customer, in its possession, custody or control on or en route, for all claims for charges, expenses or advances incurred by the Company in connection with any shipments of the Customer and if such claim remains unsatisfied for thirty (30) days after demand for its payment is made, the Company may sell at public auction or private sale, upon ten (10) days written notice, registered mail (R.F.M.), to the Customer the goods, wares and/or merchandise, or so much thereof as may be necessary to satisfy such lien, and apply the net proceeds of such sale to the payment of the amount due to the Company. Any surplus from such sale shall be transmitted to the Customer, and the Customer shall be liable for any deficiency in the sale.

16. **Compensation of Company.** The compensation of the Company for its services shall be included with and in addition to the rates and charges of all carriers and other agencies selected by the Company to transport and deal with the goods and such compensation shall be exclusive of any brokerage, commissions, dividends or other revenue received by the Company from carriers, insurers and others in connection with the shipment. On ocean exports, upon request, we shall provide a detailed breakdown of the components of all charges assessed and a true copy of each pertinent document relating to these charges. In any referral for collection or action against the Customer shall pay the expenses of collection and/or litigation, including a reasonable attorney fee.

17. **Picking Up Shipments or Samples.** The Company shall not be obligated to pick up a shipment or sample, or to deliver a sample to the Customer, and the Company, under such a notice for and on behalf of the Customer, the Company shall not be responsible for loss or damage to the shipment unless it is in the actual custody and control of the Company or its employee and the loss or damage is caused by the negligence or other fault of the Company or its employee. In which event the limitation of liability set forth in paragraph 8 herein shall apply.

18. **No Responsibility For Governmental Requirements.** It is the responsibility of the Customer to know and comply with the marking requirements of U.S. Customs, the regulatory body of the Customs and Drug Administration and all other requirements of law or official regulations. The Company shall not be responsible for action taken by fines, or penalties assessed by any governmental agency against the shipment because of the failure of the Customer to comply with the law or the requirements of, regulations of any governmental agency or to keep the same up to date. In the event the Company is notified of any such agency.

19. **Loss, Damage or Expense Due to Delay.** Unless the services to be performed by the Company on behalf of the Customer are unduly delayed by reason of the negligence or other fault of the Company, the Company shall not be responsible for any loss, damage or expense incurred by the Customer because of delay in the event the Company is notified of any such agency or, aforesaid, its liability is limited in accordance with the provisions of paragraph 8 above.

20. **Construction of Terms and Venue.** The foregoing terms and conditions shall be construed according to the laws of the State of New York. Unless otherwise consented to in writing by the Company, any dispute or litigation arising out of or in connection with this contract, its assigns, or subrogee except in the City of New York.

Union-Transport Corporation has a policy against payment or receipt of any rebate, bribery or inducement which would be unlawful under the U.S. Shipping Act of 1916 as amended.

Approved by the National Customs Brokers & Forwarders Association of America, Inc. as affiliated local associations. (Rev. 7/65)

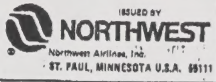






Shipper's Name and Address  
 Gerlach Art Packers & Shippers  
 P.O. Box 7554  
 1118 ZH Schiphol  
 The Netherlands (20)484171

Shipper's Account Number  
 NOT NEGOTIABLE  
**AIR WAYBILL**  
 (AIR CONSIGNMENT NOTE)



Copies 1, 2 and 3 of this Air Waybill are originals and have the same validity

Consignee's Name and Address  
 UNION AIR TRANSPORT  
 Unit 1, 4376 South Kansas Ave  
 St. Francis WI 53207  
 USA (414)747-4909-12

It is agreed that the goods described herein are accepted in apparent good order and condition (except as noted) for carriage SUBJECT TO THE CONDITIONS OF CONTRACT ON THE REVERSE HEREOF. THE SHIPPER'S ATTENTION IS DRAWN OF THE NOTICE CONCERNING CARRIER'S LIMITATION OF LIABILITY. Shipper may increase such limitation of liability by declaring a higher value for carriage and paying a supplemental charge if required.

Issuing Carrier's Agent Name and City  
 Gerlach & Co.  
 P.O. Box 7554  
 1118 ZH Schiphol/The Netherlands

ALSO NOTIFY NAME AND ADDRESS (OPTIONAL ACCOUNTING INFORMATION)

Agent's IATA Code  
 57-4-7011

Account No.

ACCOUNTING INFORMATION

Airport of Departure (Addr. of first Carrier) and requested Routing  
 SCHIPHOL // AMSTERDAM

City of Origin	By Air Carrier	Routing and Destination	City of Destination	Class	Rate	By Air	Currency	Chgs	WT/No	Other	Declared Value for Carriage	Declared Value for Customs
BOS	NW	MKENW	NLG				NLD	PPD	COLL	PP	NVD	NVD

Airport of Destination  
 MILWAUKEE  
 Flight/Date  
 NWA 3/24 - NW 12/7/25

Amount of Insurance  
 INSURANCE if shoper requests insurance in accordance with conditions on reverse hereof, indicates amount to be insured in figures in box marked amount of insurance.

Handling Information  
 1/one case marked address; G&Co. FRAGILE GOODS//  
 S26/151.393 PLEASE HANDLE WITH UTMOST CARE//  
 These commodities licensed by the United States for ultimate destination MILWAUKEE. Diversion contrary to United States law prohibited

No. of Pieces RCP	Gross Weight	kg	lb	Rate Class	Chargeable Weight	Rate	Charge	Total	Nature and Quantity of Goods (Incl. Dimensions or Volume)
1	23	K	N		23	17,89		411,47	ORIGINAL PAINTING  Dims. 112x14x88 cms.
								411,47	ED61/BTW-Verk1.

Prepaid Weight Charge Collect Other Charges  
 A. 411,47

Valuation Charge

D. Tax

L. Total Other Charges Due Agent

Total Other Charges Due Carrier

G. Total Prepaid Total Collect

Currency Conversion Rates Total Collect in Dest. Currency

For Carrier's Use only at Destination Charges at Destination Total Collect Charges

Shipper certifies that the particulars on the face hereof are correct and that insofar as any part of the consignment contains restricted articles, such part is properly described by name and is in proper condition for carriage by air according to the International Air Transport Association's Restricted Articles Regulations.  
 S26/151.393  
 GERLACH ART PACKERS & SHIPPERS  
 Signature of Shipper or His Agent  
 AUGUST THE 23rd 1990, SCHIPHOL BY M. MEYLL  
 Executed on (Date) at (Place) Signature of Issuing Carrier or Its Agent  
 012-6073 2173

