

## FONDATION CONSTANT'S GENERAL TERMS AND CONDITIONS

### with regard to STATEMENTS ON AUTHENTICATION

- I General
- 13 The Applicant has the right to use a *Statement on Authentication* for the purposes of displaying a Work or selling a Work both privately and publicly.
- 1 The FONDATION CONSTANT (hereafter: "the Fondation"), having its registered office at c/o Buys Ballotstraat 39 (3572 ZT) Utrecht, is a foundation under Dutch law, the purpose of which is the documentation of the works of art (hereafter: "the Work(s)") made by Constant Nieuwenhuys (1920-2005) (hereafter: "the Artist"), amongst other things.
- 14 The Applicant warrants to the Fondation that:
- a it shall not misrepresent to anyone the *Statement on Authentication*;
- b it will promptly return to the Fondation the original copy of a *Statement on Authentication* if such a request is made by the Fondation;
- c it will make reasonable efforts to advise any of its successors in legal title to a Work of any adaptation or change of the Fondation's opinion as laid down in a *Statement on Authentication*, provided that such adaptation or change has been properly made known to the Applicant by the Fondation or is listed on the website of the Fondation.
- 2 *Statements on Authentication* express the Fondation's opinion with regard to the authenticity of an artwork as being a Work, arrived at after due consideration and based upon inspection, research and examination of the artwork considered.
- 3 *The Fondation* may express the following opinions :
- a the opinion that an artwork for which an application is made is an authentic Work by the Artist or
- b the opinion that no statement can be delivered as to whether an artwork for which an application is made is an authentic Work by the Artist.
- IV Limitation of liability
- 15 The Fondation nor any of its directors, employees or agents, warrants and guarantees the correctness of the Fondation's opinion as expressed in any *Statement on Authentication*.
- 16 Accordingly, the Applicant hereby releases and discharges the Fondation and its directors, employees or agents, from and against any and all claims, liabilities, losses and damages, as well as all costs and expenses related thereto, arising out of, based upon or resulting from the Fondation's opinion expressed in any *Statement on Authentication*.
- 15 The Applicant hereby warrants and guarantees to the Fondation to defend, indemnify and hold harmless the Fondation and its directors, employees or agents from and against any and all claims, liabilities, losses and damages and all costs and expenses related thereto, arising out of, based upon or resulting from any claims asserted by the Applicant or by any third party as a result of the Fondation's opinion as expressed in any *Statement on Authentication*.
- 16 In the event of, notwithstanding the provision of Articles 13, 14 and 15, a court holding the Fondation liable for any damage arising out of, based upon or resulting from issuing by the Fondation of any *Statement on Authentication*, this liability will be limited to the amount covered by insurance policy of the Fondation.
- V Miscellaneous
- 17 The Applicant is under the obligation to make this agreement binding upon its heirs, successors and assignees and any subsequent purchaser of a Work.
- 18 This agreement shall be governed by and constructed in accordance with the laws of The Netherlands, the Amsterdam Courts having jurisdiction with regard to any dispute that may arise out of this agreement.
- 19 This agreement constitutes the entire agreement of the parties and supersedes and terminates any prior oral or written understanding or agreements between the parties relating to matters addressed therein.
- II Rights of the Fondation
- 8 The Fondation has the right for the purposes of inspection, research and examination of an artwork as well as in order to update its documentation, to make and retain photographs or other copies of an artwork for which an application is made.
- 9 The Fondation has the right to retain in its documentation a copy of any issued *Statement on Authentication*, and to make as many and as often copies of that *Statement* for internal or external use as it may think appropriate.
- 10 After *Statement on Authentication* is made the Fondation has the right to place an image of the Work on its website and in the catalogue Raisonné, either under the heading Doubtful Origin or Catalogue Raisonnée.
- 11 After *Statement on Authentication* is made the Fondation will be allowed access to the work have the Work photographed by their own photographer.
- III Rights and Obligations of Applicants
- 12 The Applicant warrants to the Fondation that it is fully legally entitled to the artwork for which an application is made and/or complies with article 4.