

KAREL APPEL FOUNDATION

GENERAL TERMS AND CONDITIONS

with regard to CERTIFICATES ON AUTHENTICATION

I General

1 The KAREL APPEL FOUNDATION (hereafter: "the Foundation"), having its registered office at Honthorststraat 12, (1071 DE) Amsterdam, is a foundation under Dutch law, the purpose of which is the documentation of the works of art (hereafter: "the Work(s)") made by Karel Appel (hereafter: "the Artist"), amongst other things, including the issuance of *Certificates on Authentication* with regard to the authenticity of the artworks documented by the Foundation.

2 *Certificates on Authentication* express the Foundation'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 Foundation* 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.

4 According to the terms and conditions formulated hereafter, an application for a *Certificate on Authentication* can be made by:  
a *the Owner* of an artwork; or  
b an *Institution*, such as an art museum, gallery, or art auction house,  
hereinafter to be called "the Applicant(s)".  
The Foundation being under no moral or legal obligation to honour such application.

5 The terms and conditions of Articles 1 through 4 above, equally apply to artworks already figuring in the Foundation's documentation as to other artworks presented by an Applicant to the Foundation and accepted by it for the purposes of inspection, research and examination in order to get a *Certificate on Authentication*.

6 Every *Certificate on Authentication* solely reflects the Foundation's opinion at the moment of issuing thereof, leaving it to the discretion of the Foundation to adapt or to change its opinion at its free will. The Foundation is under no moral or legal obligation to notify the Applicant of any adaptations or changes.

7 *Certificates on Authentication* may be issued in writing or in any appropriate electronic form. However, they are only valid if they consist of the Certificate itself and the applicable General Terms and Conditions and provided that they are duly signed by handwriting or certified electronic signature by the Foundation.

II Rights and Obligations of the Foundation

8 The Foundation 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 Foundation has the right to retain in its documentation a copy of any issued *Certificate on Authentication*, and to make as many and as often copies of that certificate for internal or external use as it may think appropriate.

III Rights and Obligations of Applicants

10 The Applicant warrants to the Foundation that it is fully legally entitled to the artwork for which an application is made.

11 The Applicant has the right to use a *Certificate on Authentication* for the purposes of displaying a Work or selling a Work both privately and publicly.

12 The Applicant warrants to the Foundation that:  
a it shall not misrepresent to anyone the *Certificate on Authentication*;  
b it will promptly return to the Foundation the original copy of a *Certificate on Authentication* if such a request is made by the Foundation and the applicant has the power to do so;  
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 Foundation's opinion as laid down in a *Certificate on Authentication*, provided that such adaptation or change has been properly made known to the Applicant by the Foundation.

IV Limitation of liability

13 The Foundation nor any of its directors, employees or agents, warrants and guarantees the correctness of the Foundation's opinion as expressed in any *Certificate on Authentication*.

14 Accordingly, the Applicant hereby releases and discharges the Foundation 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 Foundation's opinion expressed in any *Certificate on Authentication*.

15 The Applicant hereby warrants and guarantees to the Foundation to defend, indemnify and hold harmless the Foundation 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 Foundation's opinion as expressed in any *Certificate on Authentication*.

16 In the event of, notwithstanding the provision of Articles 13, 14 and 15, a court holding the Foundation liable for any damage arising out of, based upon or resulting from issuing by the Foundation of any *Certificate on Authentication*, this liability will be limited to the amount covered by insurance.

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.

Accepted and agreed:

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Name

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Date