Butterwick Fine Arts Limited

AUTHENTICATION SERVICES – TERMS OF BUSINESS

1. These terms govern the provision of any written or oral opinion as to the authenticity and/or value of artwork(s) ("**Authentication Services**") by Butterwick Fine Arts Limited (trading as James Butterwick Ukrainian and European Arts and James Butterwick Gallery). All Authentication Services are provided by Butterwick Fine Arts Limited; no Authentication Services are provided by James Butterwick in his personal capacity.

Fees

2. The provision of Authentication Services is subject to payment in full of Butterwick Fine Arts Limited's fee (to be agreed prior to the commencement of the services, or in the absence of such agreement at the gallery's standard rate). The fee will be payable at the same rate regardless of the conclusion expressed as to the authenticity and/or value of the artwork(s).

Liability

3. The opinions expressed represent Butterwick Fine Arts Limited's honest and independent view, based upon the gallery's knowledge and experience, subject to such caveats or information gaps as are set out in the opinion. Butterwick Fine Arts Limited may, in its discretion, prepare its opinion by reference to the Responsible Art Market's 'Guidelines for experts authenticating works of fine art', insofar as those guidelines are relevant in any given instance (but without any liability for any non-compliance with those guidelines).

4. Where Butterwick Fine Arts Limited provides a valuation, that valuation is a best estimate based on prevailing market conditions, the condition of the artwork, and the gallery's state of knowledge as at the date of the valuation; it is not a guarantee that the artwork can be sold for that sum, and should not be relied on as such.

5. Butterwick Fine Arts Limited shall not be liable for any losses arising from the provision by the gallery or its employees/agents of any incorrect, inaccurate, or incomplete information or opinion, including where the said information or opinions were provided negligently (save in the event of gross negligence or fraud, in which case liability shall be capped at twice the amount of the fees paid by the client).

Third Parties

6. Authentication Services are provided for the sole benefit of the client who has instructed Butterwick Fine Arts Limited (excluding any undisclosed and/or unidentified principal). The gallery's opinion should not be passed on to any third party, and Butterwick Fine Arts Limited disclaims any duty of care to any third parties. The Contract (Rights of Third Parties) Act 1999 is excluded. No third party may rely on the contents of any opinion, and Butterwick Fine Arts Limited disclaims any liability for loss arising from such reliance.

7. The client agrees to indemnify Butterwick Fine Arts Limited for any losses the gallery incurs (including legal fees) in the event that the client passes an opinion to any third party and that third party issues proceedings, or threatens to issue proceedings, against the gallery and/or its employees/agents regarding the contents of the opinion.

Choice of Law and Jurisdiction

8. This contract, and any issue arising out of or in connection with it (including any issue as to the terms or validity of this contract) shall be governed by the law of England and Wales. Any dispute arising out of or in connection with this contract shall be subject to the exclusive jurisdiction of the courts of England and Wales.