

**GENERAL TERMS AND CONDITIONS OF THE VAN GOGH MUSEUM FOUNDATION
FOR REGISTRATION AS AN AUTHORIZED REPRESENTATIVE AND ACTING AS AN AUTHORIZED
REPRESENTATIVE FOR AUTHENTICATION RESEARCH**

The Van Gogh Museum Foundation has its registered office in (1071 DJ) Amsterdam, the Netherlands, at Museumplein 6, and is registered with the Chamber of Commerce for Amsterdam under number 41213987.

1. DEFINITIONS AND APPLICABILITY

1.1 In these general terms and conditions, the following terms are defined as stated below:

- Conditions: these general terms and conditions;
- VGM: the Van Gogh Museum Foundation;
- Application/Applications: one or more applications, whether or not via the Website, addressed to VGM to carry out any Research;
- Authorized Representative: the natural person, legal person or partnership authorized under these Conditions to submit Applications for themselves or on behalf of a third party;
- Registration: the registration as an Authorized Representative in the systems, including computer systems, of VGM;
- Research: research by VGM into the authenticity of a work within the meaning of Section 10 of the Dutch “Auteurswet” – including in any event a painting, drawing, print or letter – that may be by the hand of Vincent van Gogh;
- Website: www.vangoghmuseum.nl;
- Article: an article of these Conditions (unless stated otherwise).

1.2 These Conditions are applicable to:

- (i) any Registration;
- (ii) any agreement between VGM and an Authorized Representative;
- (iii) any application by or on behalf of an Authorized Representative addressed to VGM, including a request for Registration or any Application; and
- (iv) all actual acts of VGM or an Authorized Representative in connection with the assessment or handling of any Registration or in connection with any agreement or application as referred to in parts (ii) and (iii) of this Article 1.2.

1.3 VGM will ensure that these Conditions will be handed over to the Authorized Representative in electronic (digital) form before or at the time of Registration. If so desired, the Authorized Representative is personally responsible for being able to store and print these Conditions and the confirmation of Registration on a durable data carrier, by means of facilities available on the Website for that purpose, and for the temporary or permanent accessibility of the stored copy.

1.4 Without prejudice to any legal obligations existing for VGM itself to retain any confirmation of Registration and/or these Conditions, VGM is not obliged to keep any archived confirmation of Registration and/or these Conditions accessible to the Authorized Representative at all times.

1.5 General terms and conditions or other terms or conditions used by an Authorized Representative do not apply. Deviating or supplementary clauses may only be invoked by an Authorized Representative if and insofar as they have been expressly accepted by VGM in writing. Such deviating or supplementary clauses do not affect the applicability of the other provisions of the Conditions, and only apply to the Registration for which this has been specifically, expressly and in writing agreed with VGM.

2. REQUESTS FOR REGISTRATION

- 2.1 Statements made by VGM on the Website regarding Registration apply as an invitation addressed to natural persons, legal entities or partnerships as referred to in Article 2.3 to submit a request for Registration, if desired. Registration will only take place after written confirmation thereof by VGM, on the understanding that each confirmation of Registration will at all times be issued under the suspensive condition that all data required for Registration as referred to in Article 4.1 have been placed in VGM's possession and also meet the requirements set for them by VGM.
- 2.2 VGM is under no circumstances obliged to consider or honour any request for Registration. VGM will only consider a request for Registration if it comes from a natural person, legal entity or partnership as referred to in Article 2.3.
- 2.3 Only natural persons, legal entities or partnerships are eligible for Registration:
- (i) who buy, sell, auction, value or exhibit works of art in the course of their profession or business; and
 - (ii) who have not previously been excluded from Registration by VGM with a written notice to that effect.
- 2.4 Without prejudice to the provisions of Article 2.2, following the rejection of a request for Registration no natural person, legal entity or partnership will have any claim to:
- (i) any exchange of views with VGM concerning that rejection, that application or that Registration; or
 - (ii) assessment by VGM of any new request for Registration, not even if the natural person, legal entity or partnership concerned submits new documents or details to VGM.

3. REGISTRATION

- 3.1 As a result of Registration, from the date on which the suspensive condition described in Article 2.1 is fulfilled and until the date on which the relevant Registration is cancelled pursuant to Article 3.5, subject to the provisions of these Conditions the Authorized Representative is entitled:
- (i) To submit Applications on their own behalf;
 - (ii) To submit Applications on behalf of third parties, provided the requirements of Article 4.2 are met;
 - (iii) To contact VGM for sending or receiving data relating to any Research for which the Application has been submitted by an Authorized Representative;
 - (iv) to take note of the outcome of any Research for which the Application has been submitted by an Authorized Representative;
 - (v) to share the outcome of any Research with the third party or third parties on whose behalf the Application referred to in part (ii) of this Article 3.1 has been submitted by an Authorized Representative.
- 3.2 Every Registration is personal and non-transferable.
- 3.3 A Registration may only be used for the purpose of directly exercising the authorities described in Article 3.1.
- 3.4 An Authorized Representative is not permitted under any circumstances to:
- (i) use its Registration to provoke, commit, aid, abet or facilitate any criminal offence or any act or omission which is likely to damage the reputation or good name of VGM;
 - (ii) charge any amount to any third party solely or mainly for the submission of any Application;
 - (iii) disclose or cause to be disclosed any communication concerning its Registration in any advertisement.

3.5 By submitting a request for Registration, the Authorized Representative acknowledges and accepts that VGM will at all times be entitled to delete the relevant Registration with immediate effect without stating reasons. VGM will delete a Registration in any event if an Authorized Representative requests this in writing.

3.6 The Authorized Representative does not owe VGM any compensation for Registration and its use.

4. REQUIREMENTS FOR REGISTRATION AND APPLICATION

4.1 When submitting any request for Registration, at least the following documents must be provided to VGM:

- (i) a certified copy of an extract from the trade register or equivalent foreign public register, if any, in respect of the natural person, legal entity or partnership submitting the request in question;
- (ii) documents demonstrating compliance with the provisions of part (i) of Article 2.3.

4.2 When submitting any Application on behalf of any third party or parties, at least the following documents must be provided to VGM by the Authorized Representative:

- (i) the power of attorney validly granted to the Authorized Representative by the third party in question that meets the acceptance criteria for powers of attorney published on the Website at the time of the Application in question;
- (ii) the legally valid indemnity declaration signed by the Authorized Representative that meets the acceptance criteria for indemnity declarations published on the Website at the time of the Application in question.

5. LIABILITY

5.1 VGM is not liable for any damage arising from the fact that incorrect, incomplete or unreliable documents or details were provided to VGM at the time of any request for Registration or any Application (whether or not by or on behalf of an Authorized Representative).

VGM is also not liable for damage attributable to acts or omissions, other than those mentioned in the previous paragraph, of an Authorized Representative or a third party engaged by or on the instructions of an Authorized Representative.

5.2 VGM is not liable for damage as a result of (i) a shortcoming in respect of the Authorized Representative, irrespective of whether this is attributable or not, or for damage as a result of (ii) an unlawful act towards the Authorized Representative, unless the damage in question has been caused by wilful misconduct or gross negligence on the part of VGM's management or managerial subordinates belonging to VGM's management.

5.3 VGM is under no circumstances liable for loss of profit by an Authorized Representative or for trading loss, consequential loss and/or indirect loss of an Authorized Representative.

5.4 Without prejudice to the above provisions, VGM's liability in all cases is limited to the amount covered by VGM's liability insurance and actually paid out in the case in question.

If for any reason nothing is paid out under the liability insurance referred to in the previous paragraph, VGM's total liability towards an Authorized Representative for all cases together will be limited to € 100,000.00 (in words: one hundred thousand euros).

5.5 Any third parties engaged by VGM in any Registration or in any agreement, request or actual act as referred to in Article 1.2 (including directors, supervisory directors, employees, contractors and representatives of VGM) will under no circumstances be liable to the Authorized Representative for any damage of any kind suffered by the Authorized Representative.

6. PRIVACY

- 6.1 By registering and/or submitting an Application, you agree to the privacy conditions as described in this Article and that which is stipulated in VGM's [privacy statement](#), which is published on VGM's website.
- 6.2 In order to carry out the request for Registration and submission of the Application, it is necessary for VGM to process personal data of both the Authorized Representative and the person on whose behalf the Application is made, including but not limited to:
- salutation;
 - first name and surname;
 - position;
 - email address;
 - preferred language.
- 6.3 For tax reasons, this personal data will be retained for at least 7 (seven) years, unless otherwise required by law. For research and archive purposes, the personal data will be retained indefinitely.
- 6.4 This Article is also subject to all the provisions of VGM's [privacy statement](#), which is published on VGM's website.

7. CHOICE OF LAW AND FORUM

- 7.1 These Conditions and any contractual or extra-contractual obligations arising from them or related to them are governed by Dutch law, with the exception of the Dutch private international law conflict rules.
- 7.2 Insofar as no other court is designated by mandatory national or international rules of law, by accepting these Conditions the Authorized Representative agrees that all disputes relating to these Conditions or contractual or extra-contractual obligations arising from them or related to them may be exclusively brought before the court of competent jurisdiction in Amsterdam for resolution.

As an extension of the provisions of the previous sentence, by accepting these Conditions the Authorized Representative also waives any right to invoke the lack of jurisdiction or inappropriateness of the court of competent jurisdiction in Amsterdam for the resolution of any dispute as referred to in this Article 7.2.

- 7.3 The obligations referred to in Articles 7.1 and 7.2 include any obligations arising from or in connection with:
- (i) any Registration;
 - (ii) any agreement, any request or any actual act as referred to in Article 1.2,
 - (iii) any unlawful act of VGM that is contained in any actual act as referred to in Article 1.2.

8. MISCELLANEOUS

- 8.1 Nullity, annulment or Ineffectiveness of any provision of these Conditions will not affect the validity of the remaining provisions. In the event that any provision is or becomes null and void, void or non-binding, replacement provisions will be agreed between VGM and the Authorized Representative that are valid and that most closely approximate the content and purport of the provision that has been found to be null and void, nullified or non-binding.
- 8.2 With regard to the Authorized Representative, the rights and obligations under these Conditions are not transferable, unless this is determined in so many words in these Conditions or is expressly agreed with VGM in writing.

- 8.3 VGM is entitled to unilaterally amend or supplement these Conditions at any time. Any amendment or supplementation made by VGM to any provision in these Conditions will take effect once seven full calendar days have passed after the amended or supplemented Conditions have been published on the Website. VGM will endeavour to also separately notify an Authorized Representative in writing of the amendment or addition in question immediately after publication.
- 8.4 The titles and sections in these Conditions are for ease of reading only and cannot affect the content and meaning of the provisions of these Conditions.
- 8.5 Any communication between VGM and an Authorized Representative or between VGM and a third party may take place electronically, unless expressly determined otherwise by these Conditions, the agreement and/or the law. Written communication is therefore understood to include electronic communication.
- 8.6 For the purposes of the provisions of Articles 1.2, 5, 6, 7.1, 7.2, 7.3 and 7.5, the term 'Authorized Representative' includes any natural person, legal entity or partnership that has submitted a request for Registration (irrespective of the assessment or handling of that request by VGM).
- 8.7 The Dutch language text of these Conditions forms the only authentic text. In the event of divergence between the Dutch language text and a translation into a non-Dutch language text, the Dutch language text will prevail.
