

TERMS AND CONDITIONS

ArtCheck – Provenance Verification

1. Scope of the Service

ArtCheck provides documentary provenance verification services for works of art and cultural property.

All services are provided by: **ArtCheck di Luca Sasdelli** Registered in Spain – NIF: Y9200895N

The service consists of consulting public databases, institutional archives, and official sources accessible at the date of analysis, and issuing a **Provenance Verification Report** reflecting the documentary findings available at that time.

2. Nature of the Service

The Provenance Verification Report:

- does not constitute a certificate of authenticity
- does not attest legal title
- does not represent an export license
- does not authorize commercialization
- does not replace legal, tax, customs, or regulatory compliance verification

The service is strictly informational and documentary in nature. ArtCheck is a private verification service and does not exercise investigative, regulatory, or public authority functions.

3. Information Provided by the Client

The client undertakes to provide accurate and complete information, including:

- description of the artwork
- images
- dimensions
- identifying numbers
- provenance documentation
- any relevant supporting material

Where information is incomplete or insufficient, ArtCheck may suspend or terminate the request without refund.

4. Commencement and Performance

The service shall commence only after:

- acceptance of the quotation
- advance payment of the agreed fee

Completion times depend on case complexity and availability of sources. The outcome is communicated exclusively through issuance of the Provenance Verification Report.

5. Specialist or Extended Services

If elements arise requiring additional research, legal review, or specialist assessment, such services may be offered under a separate written agreement and fee arrangement.

6. Limitations of Sources

Results reflect only the information available in the consulted sources at the date of analysis.

Not all losses, thefts, or claims are reported or recorded. The absence of records does not constitute proof of lawful provenance.

ArtCheck shall not be responsible for omissions, inaccuracies, delays, database errors, or subsequent updates made by third-party sources.

7. Fees

Fees are agreed prior to commencement and must be paid in advance.

Any additional services require separate approval and fee agreement. All applicable taxes, duties, or transaction charges are borne by the client.

8. Confidentiality

Information received from the client is treated as confidential and used solely for the requested verification.

Disclosure may occur only where required by applicable law or strictly necessary in connection with a potential alert.

9. Intellectual Property

All materials provided by the client remain the client's property.

The client authorizes ArtCheck to use images and descriptions solely for purposes related to the documentary verification service.

10. Client Representations

The client represents and warrants that:

- they have lawful possession of the artwork or a legitimate interest in requesting verification
- all information provided is accurate and complete

ArtCheck relies on the information supplied by the client.

11. Limitation of Liability

ArtCheck performs its services with professional diligence and in good faith.

However:

- ArtCheck does not guarantee the completeness of external databases
- does not guarantee the absence of unrecorded events
- does not guarantee the absence of future claims

To the fullest extent permitted by applicable law:

ArtCheck's total aggregate liability arising out of or relating to a specific verification service shall be strictly limited to the amount actually paid by the client for that specific service.

Under no circumstances shall ArtCheck be liable for:

- indirect damages
- consequential losses
- loss of profit
- loss of opportunity
- reputational damage
- business interruption
- decisions made by the client or third parties in reliance on the Report

12. Force Majeure

Events beyond the reasonable control of ArtCheck, including technical disruptions, database unavailability, or governmental measures, may delay or prevent performance without liability.

13. Amendments

ArtCheck reserves the right to update these Terms and Conditions.

The version published on the website at the time of service request shall apply.

14. Governing Law and Jurisdiction

These Terms and any dispute arising out of or relating to ArtCheck services shall be governed by the laws of **Spain**.

Any dispute shall be subject to the jurisdiction of the competent courts of Spain, unless otherwise agreed in writing.

15. Severability

If any provision is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Corporate Identification

ArtCheck – Provenance Verification Operated by: **ArtCheck di Luca Sasdelli** Registered in Spain – NIF: Y9200895N

TERMINI E CONDIZIONI

ArtCheck – Provenance Verification

1. Oggetto del servizio

ArtCheck fornisce un servizio di verifica documentale della provenienza di opere d'arte e beni culturali.

I servizi sono erogati da: **ArtCheck di Luca Sasdelli** Registrato in Spagna – NIF: Y9200895N

Il servizio consiste nella consultazione di database pubblici, archivi istituzionali e fonti ufficiali accessibili alla data dell'analisi, con emissione di un **Provenance Verification Report**.

2. Natura del servizio

Il Provenance Verification Report:

- non costituisce certificazione di autenticità
- non attesta la titolarità giuridica
- non rappresenta autorizzazione all'esportazione
- non autorizza la commercializzazione
- non sostituisce verifiche legali, fiscali o regolatorie

Il servizio ha natura esclusivamente informativa e documentale. ArtCheck è un operatore privato e non esercita funzioni pubblicistiche.

3. Informazioni fornite dal cliente

Il cliente si impegna a fornire informazioni complete e veritiere.

In caso contrario, ArtCheck può sospendere o interrompere il servizio senza rimborso.

4. Avvio del servizio

Il servizio inizia solo dopo:

- accettazione del preventivo
- pagamento anticipato

5. Servizi aggiuntivi

Attività ulteriori o consulenze legali sono oggetto di incarico separato.

6. Limiti delle fonti

Le risultanze riflettono solo le informazioni disponibili alla data della verifica.

L'assenza di segnalazioni non costituisce prova di lecita provenienza.

7. Corrispettivi

I compensi sono dovuti anticipatamente.

8. Riservatezza

I dati sono trattati in modo riservato.

9. Proprietà intellettuale

I materiali restano del cliente.

10. Dichiarazioni del cliente

Il cliente garantisce la liceità della richiesta e l'accuratezza dei dati.

11. Limitazione di responsabilità

La responsabilità è limitata all'importo pagato per il servizio.

Sono esclusi danni indiretti, reputazionali o conseguenti.

12. Forza maggiore

Eventi esterni possono impedire o ritardare il servizio senza responsabilità.

13. Modifiche

Si applica la versione vigente al momento della richiesta.

14. Legge applicabile e foro

Si applica la **legge spagnola**. Foro competente: **Spagna**.

15. Clausola di salvaguardia

Le restanti clausole restano valide anche in caso di invalidità parziale.