

SALES OF FINE ART (EXCERPT)
Act 121 of 1970

442.323 Language; construction.

Sec. 3.

Words relevant to the creation of an express warranty of authenticity of authorship of a work of fine art and words tending to negate or limit warranty shall be construed where reasonable as consistent with each other; but subject to the provisions of section 2202 of Act No. 174 of the Public Acts of 1962, being section 440.2202 of the Compiled Laws of 1948, on parol or extrinsic evidence, negation or limitation is inoperative to the extent that the construction is unreasonable. Subject to the limitations hereinafter set forth, the construction shall be deemed unreasonable in any of the following cases:

(a) The language tending to negate or limit the warranty is not conspicuous, written and contained in a provision, separate and apart from any language relevant to the creation of the warranty, in words which would clearly and specifically apprise the buyer that the seller assumes no risk, liability or responsibility for the authenticity of the authorship of a work of fine art. Words of general disclaimer like "all warranties, express or implied, are excluded" are not sufficient to negate or limit an express warranty of authenticity of the authorship of a work of fine art, created under section 2 or otherwise.

(b) The work of fine art is proved to be a counterfeit, and this was not clearly indicated in the description of the work.

(c) The work of fine art is unqualifiedly stated to be the work of a named author or authorship and it is proved that, as of the date of sale or exchange, the statement was false, mistaken or erroneous.

History: 1970, Act 121, Eff. Jan. 1, 1971