§ 13.01. Express warranties. Notwithstanding any provision of any other law to the contrary:

1. Whenever an art merchant, in selling or exchanging a work of fine art, furnishes to a buyer of such work who is not an art merchant a certificate of authenticity or any similar written instrument it:

(a) Shall be presumed to be part of the basis of the bargain; and

(b) Shall create an express warranty for the material facts stated as of the date of such sale or exchange.

2. Except as provided in subdivision four of this section, such warranty shall not be negated or limited provided that in construing the degree of warranty, due regard shall be given the terminology used and the meaning accorded such terminology by the customs and usage of the trade at the time and in the locality where the sale or exchange took place.

3. Language used in a certificate of authenticity or similar written instrument, stating that:

(a) The work is by a named author or has a named authorship, without any limiting words, means unequivocally, that the work is by such named author or has such named authorship;

(b) The work is "attributed to a named author" means a work of the period of the author, attributed to him, but not with certainty by him; or

(c) The work is of the "school of a named author" means a work of the period of the author, by a pupil or close follower of the author, but not by the author.

4. (a) An express warranty and disclaimers intended to negate or limit such warranty shall be construed wherever reasonable as consistent with each other but subject to the provisions of section 2-202 of the uniform commercial code on parol or extrinsic evidence, negation or limitation is inoperative to the extent that such construction is unreasonable.

(b) Such negation or limitation shall be deemed unreasonable if:

(i) the disclaimer is not conspicuous, written and apart from the warranty, in words which clearly and specifically apprise the buyer that

the seller assumes no risk, liability or responsibility for the material facts stated concerning such work of fine art. Words of general disclaimer are not sufficient to negate or limit an express warranty; or

(ii) the work of fine art is proved to be a counterfeit and this was not clearly indicated in the description of the work; or

(iii) the information provided is proved to be, as of the date of sale or exchange, false, mistaken or erroneous.