

CE 435/2015

## LOAN AGREEMENT

**Museum für Kunst und Gewerbe Hamburg**  
-Public-law foundation-

hereinafter referred to as lender, and

**Slovak National Gallery**  
**Riečna 1**  
**815 13 Bratislava**  
**Slovak Republic**  
represented by **Ph Dr. Alexandra Homolová**

hereinafter referred to as borrower, come to the following loan agreement:

The lender entrusts the borrower for the exhibition **Anton Cepka: Kinetic jewelry**

during the time **from March 10<sup>th</sup> to June 5<sup>th</sup>, 2016**

the following objects

No.	Description of the object	Insurance value €
1 - 3	see attached List	12.000,00 €

The borrower binds himself to store and expose the objects under conservationally appropriate conditions only. All packing-, store- and exhibition rooms as well as any vehicle used for the transport must conform to the following specifications: **Temperature: 18 – 22 °C; Humidity: max 50 % rh; Light level: 300 lux; UV-value: 0**  
**Presentation: in closed showcase, acclimatization necessary, installation in agreement with lender**

Special requirements:

**Service fee:** ~~500,00 €~~ not applicable

**Insurance:** Kuhn & Bülow, Kurfürstendamm 62, 10707 Berlin, Germany

**Term of insurance:** 07.06.2015 – 29.02.2016 (interim storage)

01.03.2016 – 19.06.2016

**Packing:** Packing by fine art shipping company: IGS HS Artservice

**Transport:** By fine art shipping company, transport from Munich to Bratislava in aggregated shipment; transport from Bratislava to Hamburg by courier (lender); transport case, hand luggage by plane, organization by fine art shipping company: IGS HS Artservice

The borrower shall explicitly point out in the exhibition and in all published material hereto, including the exhibition catalogue - if any - that the exhibited object is lent from the **Museum für Kunst und Gewerbe Hamburg, Acquired by the means of the Justus Brinckmann Gesellschaft.**

The borrower shall inform the lender two weeks before the end of the loan period about the transport back. It is allowed to photograph or film the objects for information purposes (reports on the exhibition). Otherwise the borrower is not permitted to make or have made photographs, films or videos of the objects without prior written permission from the lender.

**The borrower shall forward to the lender one copy of the exhibition catalogue and any other corresponding publication (editions of the catalogue in other languages shall be deemed to be publications in their own right) free of charge immediately after its publication to Prof. Dr. Sabine Schulze.**

The regulations overleaf have been read by the borrower and are part of this agreement. Modifications of and additions to this agreement must be in writing.

Hamburg, 4  
Museum für Kunst und Gewerbe Hamburg  
- Stiftung öffentlichen Rechts -

Prof. Dr. Sabine Schulze  
Signature of the borrow

Udo Goerke

Signature of the lender

1. The borrower will use the borrowed objects for the agreed purpose only and will return them immediately after the expiry of the lending time without any further request. He is not entitled to lend the objects to other parties.
2. Before the borrowed object leaves the lender, the conservator of the museum will draw up a report on its condition (the leaving inspection certificate). The borrower will compare the condition of the object on receipt when unpacking it with the certificate sent by the lender together with the object delivered and document in writing and photographs any differences from the certificate or damage. The report on the condition of the object shall remain first of all with the borrower. Before packing up the object for transportation back to the lender it will be compared once again with the delivery certificate. The signed delivery certificate will then be sent back to the lender together with the borrowed object. A further report on the condition of the object (the receipt certificate) will be drawn up after its transportation back to the lender.
3. All transport costs, including appropriate packing, are born by the borrower. Details regarding to transport and the mode of packing are determined by the lender. The lender has the right to be present at the unpacking and repacking of the borrowed objects as well as during loading and unloading. Borrower and lender determine which carrier is to be chosen for the transport.
4. The borrower binds himself to safeguard the borrowed objects against detrimental influences of any kind and not to expose them to any danger. No direct sunlight may fall onto the borrowed objects. They are to be efficiently protected against warming by artificial light and heat sources. The borrower is not entitled to effect any changes (e.g. repairs, renovations, restorations) in the borrowed object or the accessories thereof (e.g. frames, pedestal, glazing) without prior consent of the lender. The borrower shall notify the lender immediately on noticing any alteration or damage to the object or in any case of loss of an object and initiate the necessary ascertainment.
5. The borrower will be liable for all damages to the borrowed object arising from its being destroyed, damaged or altered in the course of its stay at the location of the exhibition or its transport from nail to nail or from its being stolen or otherwise lost. The liability will also cover all circumstances for which the borrower is not himself responsible; liability also exists for damages which become visible only after the borrowed objects have been returned to the lender. Liability is excluded for all damages caused deliberately or grossly negligently by the lender, his employees or his agents. The lender, his employees, legal representatives and any other person acting on his behalf in the accomplishment of his obligations will also not be liable under claims for compensation due to any consequential damage caused by the borrowed object unless such damage was caused deliberately or through gross negligence.
6. The insurance value fixed in this agreement has been accepted by the lender and borrower as the actual value of the borrowed objects. The borrower will be liable up to the full amount of the agreed insurance value even if the insurer does not accept the same in case of damage. If the borrowed object is destroyed, it is to be returned without charge for any residual value thereof, being detracted from the amount of compensation due.
7. Claims for compensation of the lender against the borrower for alterations or deteriorations of the borrowed objects which appear only within six months after the return of the objects, shall not be barred by the statute of limitations before six months after the time at which the damage first becomes visible for the lender.
8. If the borrowed object is stolen or becomes otherwise lost and later reappears and is retrieved by the lender before the latter has been compensated for the loss of the object to the full amount of the agreed insurance value, the lender keeps his claim for compensation if he returns the object to the borrower or the insurer within four weeks of receiving the object back. Otherwise, the lender returns the payments which have been effected on his claim for compensation. If a stolen or otherwise lost object is retrieved by the lender after the latter has been compensated for the loss of the object to the full amount of the agreed insurance value, the lender has the option to either return the payments which have been effected on his claim for compensation or the object to the borrower or the insurer.
9. The borrowed objects shall for the total duration of the loan, including transport from nail to nail, be insured by the borrower at his own expense in favour of the lender against all risks including force majeure (earthquake, flooding, outbreak of war, hijacking, terrorist activities, strike) under the existing Art General Policy (Kunst-General Police) between the Museum für Kunst und Gewerbe and Kuhn & Bülow Versicherungsmakler GmbH, Kurfürstendamm 62, 10707 Berlin. If it has been agreed in this contract that the borrower shall himself provide a declaration of indemnity as self-insurer for the damages for which he must compensate the lender according to par. 5, the parties to this contract shall waive the obligation to take out a special transport and exhibition insurance.
10. The parties to this contract are entitled to terminate the contract at any time for an important reason without having to fix a term. An important reason is especially the infringement on contract clauses by the borrower and the non-warranty of the appropriate service and maintenance of the borrowed objects.
11. This contract is subject to German law. Disputes shall be exclusively submitted to the competent court in Hamburg.
12. Should any single clause of this contract be invalid, this shall not affect the validity of the remaining clauses.

Steintorplatz · D-20099 Hamburg  
Direktion ++ 49 (40) 428134105, Fax: 428134109  
E-Mail: [direktion@mkg-hamburg.de](mailto:direktion@mkg-hamburg.de) - Internet: <http://www.mkg-hamburg.de>