

## Zmluva o pôžičke LVO2023,50

**Požičiavateľ:**

mumok — múzeum moderner kunst stiftung ludwig wien

Museumsplatz 1

1070 Viedeň

Rakúsko

FN 225579i Obchodný súd vo Viedni

Kontakt

Mag. Lisa Sträter

[lisa.straeter@mumok.at](mailto:lisa.straeter@mumok.at)

Mag. Suska Tunks

[suska.tunks@mumok.at](mailto:suska.tunks@mumok.at)

**Vypožičiavateľ:**

Slovenská národná galéria

Riečna 1

815 13 Bratislava

Slovenská Republika

Kontakt

Asistent zbierky moderného a súčasného umenia Štefan Cebo

[stefan.cebo@sng.sk](mailto:stefan.cebo@sng.sk)

Vypožičiavateľ týmto akceptuje nasledujúce podmienky pôžičky. Všeobecné podmienky zmluvy sú súčasťou tejto zmluvy.

Výstava      Názov: Danuvius 68  
Miesto: Slovenská národná galéria, Bratislava  
Termíny: Trvanie výstavy: od 29. februára 2024 do 09. júna 2024,  
Výpožičná lehota:

Predmet výpožičky:

1

Poistná hodnota:

Požiadavky na ochranu:

Lux: 150 LUX Teplota: 20°C Vlhkosť: 50 % RLF

Uvedenie majiteľa v katalógu a na popiskách:

mumok – Museum moderner Kunst Stiftung Ludwig Wien, erworben | získané v roku 1969

TBA

## Požiadavky na ochranu:

Lux: 200 LUX Teplota: 20°C Vlhkosť: 50 % RLF

Uvedenie majiteľa v katalógu a na popiskách:

mumok – Museum moderner Kunst Stiftung Ludwig Wien, erworben | získané v roku 1969

TBA

3

## Požiadavky na ochranu:

Lux: 200 LUX Teplota: 20°C Vlhkosť: 50 % RLF

Uvedenie majiteľa v katalógu a na popiskách:

mumok – Museum moderner Kunst Stiftung Ludwig Wien, erworben | získané v roku 1969

TBA

## Bezpečnostné požiadavky:

Bez ohľadu na existujúcu zmluvu o pôžičke si požičiavateľ vyhradzuje právo požičať pôžičku len vtedy, ak je zaručená sloboda cestovania kuriéra. Požičiavateľ je v tejto súvislosti viazaný denne aktualizovanými podmienkami rakúskeho ministerstva zahraničných vecí. V prípade existujúceho cestovného varovania, s ktorým už nie je poskytované poisťné krytie (v súčasnosti je to prípad cestovných varovných stupňov 5 a 6), kuriérsky doprovod a pôžička sa nemôžu uskutočniť.

## Poistenie:

Poistenie na všetky riziká (pre dopravu a pobyt) uzavreté v UNIQA Versicherung AG s priamym nárokom požičiavateľa na plnú úhradu poisťnej sumy za úver a obmedzenou prenosnosťou na požičiavateľa.

Imunita proti zhabaniu: sa nevyžaduje.

Balenie: Pre B 155/0 a B 159/0 sú potrebné klimatizačné prepravky a Oz klipy.

Prenájom prepravky Mumok za B 159/0:

Prepravka 456-1: 65,5 x 212 x 91 cm

Prepravka 456-2: 64,3 x 212,3 x 86 cm

Kuriér: kuriér mumok pri montáži a demontáži

## Prepravca:

Kunsttrans Spedition GmbH, [www.kunsttrans.com](http://www.kunsttrans.com) alebo

hs art service austria GmbH, [www.hsartserviceaustria.com](http://www.hsartserviceaustria.com)

## Náklady:

Všetky náklady spojené s výpožičkou, vrátane nákladov na konzerváciu, reštaurovanie, dopravu, kuriérsku službu, poistenie, prepravky, balenie, vybalenie, reprodukcie a pod., znáša vypožičiavateľ:

Náklady na administratívne vybavenie: 800,00 EUR

□ Náklady na administratívne spracovanie AV: -

Náklady na prípravu (konzervácia, reštaurovanie): -

Správa o stave: 300,00 EUR

Prenájom prepravky: 200,00 EUR

Náklady na zarámovanie: -

Náklady na kuriéra počas prepravy, inštalácie a deinštalácie

Ostatné náklady: -

Všetky sumy podliehajú dodatočnej zákonnej dani z obratu.



Security requirements	Irrespective of the existing loan agreement, the lender reserves the right to lend the loan only if the freedom of travel of the courier is guaranteed. The lender is bound by the daily updated conditions of the Austrian Foreign Ministry in this regard. In the event of an existing travel warning with which insurance cover is no longer provided, the courier accompaniment and the loan cannot take place.
Insurance	Nail to nail all-risk insurance (for transport and stay) taken out with UNIQA Österreich Versicherungen AG with direct entitlement of the lender for full payment of the insurance sum for the loan and restricted transferability to the lender.
Immunity from Seizure	is not required.
Packing	Climate control crates and Oz-clips are required for B 155/0 and B 159/0.  Mumok crate rental for B 159/0: Crate 456-1: 65,5 x 212 x 91 cm Crate 456-2: 64,3 x 212,3 x 86 cm
Courier	mumok courier during installation and dismantling
Carrier	Kunsttrans Spedition GmbH, <a href="http://www.kunsttrans.com">www.kunsttrans.com</a> or hs art service austria GmbH, <a href="http://www.hsartserviceaustria.com">www.hsartserviceaustria.com</a>
Costs	The borrower bears all the costs associated with the loan, including costs of conservation, restoration, transport, courier, insurance, crates, packing, unpacking, reproductions, etc.:  <input checked="" type="checkbox"/> Costs of administrative handling: EUR 800,00 <input type="checkbox"/> Costs of administrative AV handling: - <input type="checkbox"/> Costs of preparation (conservation, restoration): - <input checked="" type="checkbox"/> Condition report: EUR 300,00 <input checked="" type="checkbox"/> Crate rental: EUR 200,00 <input type="checkbox"/> Costs for framing: - <input checked="" type="checkbox"/> Costs of courier during transport, installation, and dismantling <input type="checkbox"/> Other costs: -

All amounts are subject to additional statutory sales tax.

museum moderner kunst stiftung ludwig wien

MuseumsQuartier, Museumsplatz 1, A-1070 Wien  
T +43 1 52500, F +43 1 52500-1300  
[mail@mumok.at](mailto:mail@mumok.at), [www.mumok.at](http://www.mumok.at)

UID-Nr. ATU 152 869 08 | Firmenbuch: 225579 | DVR: 107 67 95 | ARA: 13789  
Erste Bank 257-422-098-02 | BLZ: 20111 | IBAN: AT042011207422000802 | BIC: GIBAAU33XXX  
PSK 06 050 411 | BLZ: 02000 | IBAN: AT600000000000000041 | BIC: OPSKATWW

**Image material** For any required reproductions the borrower should approach the mumok image library:  
Alexandra Pinter, alexandra.pinter@mumok.at

Costs for reproductions: EUR 50 per digital image and a one-off service fee of EUR 25.

**Place, date:** Vienna,

**Signature of  
lender:**

Karola Kraus  
General director

Cornelia Lamprechter  
Managing director

**Place, date:**

**Signature of  
borrower:**

## General Loan Terms

### 1. Subject of this Agreement

The lender agrees to loan the borrower the loan named in this agreement in accordance with the conditions of this agreement and these General Loan Terms.

### 2. Exhibition

The loan is only loaned for use in the exhibition named with title, place, and dates in this agreement. The borrower is obliged to return the loan to the lender after this agreement terminates (after the loan period) in accordance with the terms of this agreement.

### 3. Loan

**3.1 Condition Report:** Prior to passing the loan on to the carrier, the lender provides a condition report of the loan. This is sent together with the loan or carried by the courier. Upon unpacking the loan at its destination, the condition of the loan is checked again and the confirmed or annotated condition report is signed by the lender and the borrower. Prior to shipping the loan back to the lender or to any agreed further transportation to another venue, the loan is again checked and the confirmed or annotated condition report is signed by the lender and the borrower. If the lender is not represented at the receipt or further shipping of the loan, the condition report is signed only by the borrower.

**3.2 Prohibition of Alteration:** The borrower guarantees not to alter the loan in any way, in particular not to add any frame or mountings, and not to undertake or to commission any repair, restoration, or cleaning work. Installation and mounting of the loan may only be undertaken by trained personnel. Any change in the location or position of the loan and any other movements require the prior written consent of the lender.

**3.3 Duty of Information:** The borrower must inform the lender immediately if any changes in the condition of the loan are noticed.

### 4. Loan Period

**4.1 Duration/Extension:** The loan is exclusively provided for the period stated in this loan agreement. The borrower guarantees the timely return of the loan. Any extension of the loan period requires a written amendment to this loan agreement. Any intention to extend the exhibition period must be stated in writing to the lender in good time, and at the latest at least three weeks before the originally planned exhibition closure. The lender is entitled but not obliged to extend the loan period.

museum moderner kunst stiftung ludwig wien

MuseumsQuartier, Museumsplatz 1, A-1070 Wien  
T +43 1 52500, F +43 1 52500-1300  
mail@mumok.at, www.mumok.at

**4.2 Premature Return:** The lender is entitled, at any time, without forfeiting any further eventual claims against the borrower, to demand the return of the loan should important reasons apply. These are, in particular:

- any offence on the part of the borrower against an obligation deriving from this contract,
- any endangerment not conforming with this contract and any negligence of the borrower's duty of care, in particular by not adhering to conservation or security requirements,
- any actual or impending worsening of the condition of the loan or its endangerment,
- any usage not conforming to this contract, in particular passing the loan on to third parties,
- notification by third parties that seizure or enforcement proceedings have been instigated with regard to the loan,
- any application for insolvency proceedings and pre trials against the borrower,
- the death of the borrower, the summoning of a legal administrator of the borrower, the dissolution of the borrower (in the case of a legal entity),
- any urgent need for the loan for the lender's own purposes.

Any costs of a premature return transport are borne by the borrower. In case of a demand for early return, the borrower has no right to compensation for any expenses whatsoever.

The right of the lender to notify defects in accordance with § 982 ABGB is amicably extended to a period of one year.

## 5. Conservation and Security Requirements

**5.1 Standards:** Standards for conservation conditions (such as temperature, humidity, light) are further defined in the loan agreement. The borrower is responsible for all precautions and security measures required to protect the loan for the entire loan period, at the least conforming with the standards named.

Prior to the conclusion of this loan agreement, the lender may require a facility report from the borrower, in which general conditions of the building and in particular conservation and security arrangements for exhibition and storage spaces are described.

Eating, drinking, and smoking are prohibited in exhibition and storage spaces.

**5.2 Checking:** The lender is entitled to check adherence to conservation and security requirements on site at any time and to enter the premises of the borrower for this purpose. In the case that standards are not adhered to, the lender may require additional measures or demand the return of the loan or have the loan returned.

**5.3 Documentation Requirements:** Values for temperature and relative humidity must be documented seven days per week and twenty-four hours per day. This documentation must be provided to the lender for checking upon demand.

## 6. Insurance and Procedure for Damages

The lender determines the insurance value.

**6.1 Insurance:** The lender insures the loan from nail to nail to the value given in the loan agreement at the cost of the borrower for the duration of the loan period with UNIQA Österreich Versicherungen AG (Untere Donaustraße 21 1029 Wien) against all risks in accordance with the conditions of the General Conditions of Austrian Transport Insurance (Allgemeine Österreichische Transportversicherung-Bedingungen, AÖTB 2010 in the applicable current version) and the Special Conditions for the Insurance of Art Exhibitions including force majeure, natural disasters, and force of any kind. The transferability of the insurance is restricted to the lender, and any rights to receive insurance payments are assigned to the lender. The lender transfers the loan to the carrier for packing and transportation only after corresponding insurance has been confirmed (insurance policy and any required additions to the insurance agreement with all necessary powers of authority and documents in the original).

**6.2 Damage and Loss:** If after being transferred to the carrier the loan is damaged, lost, or stolen, the borrower must immediately inform the mumok registrar by telephone on 0043 1 525001381. A written report about the circumstances and photographs must be sent within 24 hours of the incident. When relevant, information to the

lender must include a police report. In case of emergency, the borrower will take all measures to minimize the damage. If transportation damage is ascertained, all packaging must be kept for inspection.

**6.3 Deficiency guarantee:** The borrower is liable to the lender irrespective of causation for all costs, expenses, and damage that are not covered by the insurance. In the case of theft, loss, or total destruction of the loan, etc., the insurance value stipulated by the lender in the loan agreement must be compensated. In the case of partial and reparable damage, the loan is to be returned and the costs incurred by the lender and the loss of value, which may amount to the insurance value and the appropriateness of which the borrower agrees herewith not to dispute, is to be compensated. Fragments of the loan remain the property of the lender.

**6.4** The responsibility of the borrower terminates 6 months after loans have been returned for damage suffered during the loan period, even if no damage was ascertained at the time the documentation of the condition of the loan was signed. Proof that the loan was not damaged during the loan period must be provided by the borrower.

## 7. Immunity from seizure

Whether a state guarantee of immunity from seizure is required is stipulated in the loan agreement. In certain cases, the lender will only transfer the loan to the carrier for packing and transportation after provision of such a guarantee.

Irrespective of this, the borrower is obliged to protect the loan from any seizure, confiscation, or comparable impairment.

Should, in spite of this, proceedings be instigated against loans belonging to the lender, the borrower must resist these with all reasonable efforts and immediately inform the lender.

## 8. Packing

The nature of the packaging is, if the loan agreement makes no alternative provisions, determined by the lender, who will discuss this with the carrier.

## 9. Accompaniment by a Courier

**9.1 Courier:** Whether a lender's courier is required is to be stipulated in the loan agreement.

**9.2 Costs:** The borrower bears the costs of the courier in accordance with the Austrian Travel Expenses Provisions (Österreichische Reisegebührevorschrift) (including a per diem: Austria EUR 40/day, Europe EUR 65/day, USA EUR 75/day, the rest of the world EUR 100/day). These are flat rates not subject to any proportional calculations. Payment of the courier fees must be prompt. The duration of courier accompaniment to be compensated is at least one night in Austria, two nights in Europe, and three to four nights overseas, depending on the plan for the final installation of the loan. Travel and overnight costs are borne by the borrower. For overseas flights of more than 8 hours and / or when accompanying the artwork, the courier is provided with a business-class ticket at the cost of the borrower.

## 10. Carrier/Transport

**10.1 Selection:** The transportation of the loan must be undertaken by a carrier specialized in art transportation. The carrier either is selected by the lender or requires prior approval from the lender.

**10.2 Costs:** All transportation, customs, and insurance costs are borne by the borrower. Customs inspections for transportation abroad must take place at the premises of the lender or at the place of the exhibition or at another place stipulated by the lender.

**10.3 Means of Transport/Route:** The means of transport, in particular transportation in a truck trailer or transportation over water (sea freight), and the stipulation of routes for outbound and inbound transportation require express prior approval of the lender in writing.

## 11. Costs

The costs mentioned in the loan agreement are borne by the borrower.

## 12. Image Material, Credits

**12.1 Reproduction Agreement:** The lender is willing to provide images, as far as they are available, to the borrower at the cost of the borrower in accordance with the conditions of a reproduction agreement to be concluded. Any usage that goes beyond the usage stipulated in the reproduction agreement is strictly prohibited. The borrower is obliged to take care that third parties do not engage in any such usage without the permission of the lender. The borrower fully indemnifies the lender from any claims and damages of any kind and based on any legal grounds in this matter.

**12.2 Photographs, Film:** The lender gives permission in their capacity as lender, and not as copyright owner (see 12.3 below), to photograph and film the loan within the scope of what is acceptable as free usage of the work within copyright provisions, however only under the supervision and responsibility of the borrower and without the use of flash, tripods, or selfie sticks. Otherwise the production of photographs and film of the loan is only permissible after prior approval of the lender and may only be undertaken in compliance with all conservation measures; photographs and film may not be used for any purpose other than that agreed with the lender.

**12.3 Copyright:** The borrower is responsible for acquiring any necessary rights to use (in particular copyrights) photographs, film, and television images of the loan, and for other uses. The borrower fully indemnifies the lender from any claims and damages brought by any person or entity and of any kind and based on any legal grounds in this matter.

**12.4 Credits:** The borrower is obliged to use the credit agreed with the lender in the loan agreement in any catalogues or on any work labels, or to use a credit otherwise agreed with the lender. The lender is entitled to require that all other descriptions of the loan used by the borrower are agreed with the lender.

**12.5 Courtesy Copies:** The borrower is obliged to send the lender without further request and free of charge at least 2 (two) copies of any catalogues and all publications issued by the borrower in association with the exhibition within two weeks of publication.

## 13. Final Provisions

**13.1 Jurisdiction:** The court responsible for trade disputes in 1010 Vienna is the jurisdiction for all disputes arising out of this agreement, including those pertaining to its conclusion or termination.

**13.2 Applicable Law:** Material Austrian law applies with exclusion of the reference standards governing the applicable law. Foreign language translations are permissible. However, for purposes of interpretation, the authentic text of this agreement is the German version.

**13.3 Amendments and Additions** to this loan agreement must be in writing. All communications between the partners to this agreement provided for in this agreement must be in writing and sent to the contact person named in this agreement or later named. Oral agreements are considered to have never been made.

**13.4 Costs:** All costs, taxes, and fees associated with drafting and implementing this loan agreement are borne by the borrower.

**13.5 Severability:** Should any provision of this agreement become invalid or impossible to perform, the validity of the other provisions remains unaffected and the invalid or non-performable provision shall be replaced by an effective and possible provision.

**13.6 Termination of the Loan Agreement:** Termination of the loan agreement by the borrower is only possible in writing to the lender. If termination is notified up to 4 weeks before transportation is due to commence, then no termination fees apply. In the case of later termination, the borrower is obliged to pay 75% of the administration fee and 100% of all costs actually incurred.

Slovak National Gallery  
Riečna 1  
815 13 Bratislava  
Slovak Republic

Vienna,

**Loan Agreement Jozef Jankovič, Dieter Krieg and Radomir Damnjanović Damnjan**

Dear Ms. Mgr. Alexandra Kusá, PhD.,

I hope this letter finds you well.

Enclosed please find the loan agreement for the exhibition *Danuvius 68*. We kindly ask you to sign and return one of the copies at your convenience. Thank you very much!

Please do not hesitate to contact us if you have further questions.

With kindest regards,

Karola Kraus  
*General Director*