

The Germanisches Nationalmuseum, Stiftung des öffentlichen Rechts (public law foundation)  
Kornmarkt 1, 90402 Nürnberg  
Address: Postfach 119580, D - 90105 Nürnberg  
Telephone: +49 (0)911/ 1331-0, FAX +49 (0)911/ 1331-200  
- represented by its Director General or a person authorized by him -  
as **Lender**

and the  
Národní galerie v Praze/National Gallery Prague  
Staroměstské náměstí 12  
110 15 Praha 1 - CZ  
as **Borrower**

enter into the following

### **Loan Agreement**

#### **§ 1 Subject of this Agreement**

The Lender shall lend to the Borrower the objects set out in the appendix to this agreement as no. 1 to no 2 (hereinafter referred to as the Objects) free of charge as a loan solely for the purpose of exhibition.

#### **§ 2 Creation of Loan**

The loan is intended to promote academic research. An exhibition catalogue will be published.

#### **§ 3 Term of the Loan**

1. This agreement shall continue in effect for the duration of the exhibition *Beautiful Madonnas* at the Convent of St. Agnes of Bohemia from [REDACTED] for a total period from [REDACTED] including outward and homeward transport, construction and dismantling.

2. The Lender's right to terminate the loan without notice shall be governed by German Civil Code s. 605 (lender needs the object on loan because of unforeseen circumstances; borrower uses the object in breach of contract)

#### **§ 4 Duties of the Borrower**

1. The Borrower shall treat the Objects with care. This shall include in particular appropriate safekeeping, day-to-day monitoring of the condition of the Objects, and protection against unauthorized access.

2. There shall be no alterations to or interference with the Objects. Cleaning shall be restricted to removal of dust, which shall be carried out expertly and with all care. Any more extensive measures shall require the approval of the Lender.

3. If the Borrower wishes to deliver the Objects to third parties for the purpose of exhibition, this shall require the consent of the Lender.

4. The Borrower may make representations, reproductions, and copies of all kinds including photographs and film and video recordings only with the Lender's express consent in writing. The clarification of image rights with the VG Bild-Kunst shall be under the sole responsibility and obligation of the Borrower. The Borrower exempts the Lender from any claims of the VG Bild-Kunst connected with the Borrower's listed utilizations.

### **§ 5 Taking Delivery of the Objects on Loan**

1. The Borrower shall take delivery of the objects in the condition in which they are found when delivery is taken from the Lender.
2. The records on the condition of the object that are made by the Germanisches Nationalmuseum shall document the condition of the object on delivery and shall be incorporated into this agreement when they are sent to the Borrower.

### **§ 6 Crediting the Lender**

1. The Borrower shall designate the Lender's objects in the exhibition, in the catalogue, and in all other publications as follows: *Germanisches Nationalmuseum, Nürnberg*.
2. The Lender shall receive three complimentary copies of all catalogues, posters, or similar publications that are produced in connection with the exhibition.

### **§ 7 Duties in the case of alteration and damage**

1. Every incident of alteration or damage to the objects that is imminent or that has occurred shall be notified to the Lender without delay. The Borrower shall within a reasonable period of time prepare a record, with photographs, of the nature of the alteration or damage that has occurred. This record shall also show the causes of the alteration or damage.
2. Before the Lender has made a decision, the only emergency conservation measures that may be taken are those that are necessary in order to avoid an imminent aggravation of the damage.
3. The Borrower shall bear the full costs of the preservation of the Objects including the costs of the restoration measures. This shall also apply to extraordinary measures to protect against risks.
4. The Borrower shall be obliged to protect the Object on loan from site to site during the term of the loan from any seizure, distress or impairment of possession from private or official side. The Borrower shall inform the Lender without any delay about any imminent measure of this kind and, if applicable, redeem the Object on loan on its own costs.

### **§ 8 Liability**

1. The Borrower shall be liable for all damage that is caused because the Objects are destroyed, damaged, altered or lost during the term of the loan from nail to nail or as a result of the loan; this shall apply in particular to a reduction in value and to the costs of a restoration that becomes necessary because of such damage or alteration. Liability shall also be incurred if the damage results from causes for which the Borrower is not responsible; it shall also arise if the damage appears only after the Objects are returned.
2. Within the limits set out above, the Borrower shall be liable for destruction, damage, alteration or loss as follow:
  - If the Objects are lost, the Borrower shall pay the insured value stated in the list of objects.
  - If the Objects have become completely worthless as the result of destruction, damage or alteration, the Borrower shall also pay the insured value stated in the list of objects.
3. Where paragraph 2. refers to the insured value, the insured value is agreed; it is an irrevocable valuation for every claim that is an integral part of the loan agreement.
4. This shall be without prejudice to more extensive claims under general statutory provisions.
5. German Civil Code s. 602 shall not apply (S. 602 provides that the Borrower is not liable for ordinary wear and tear).

### **§ 9 Insurance**

The Lender shall insure the Objects from nail to nail at the insured values set out in the list of Objects. The costs of insurance shall be borne by the Borrower vis-à-vis the Lender.

### **§ 10 Packaging and Transport**

1. The method and implementation of the transport of the Objects in both directions shall be determined by the Lender in consultation with the Borrower.
2. The Borrower shall bear the costs of transport including incidental costs such as packaging and measures to document the condition of the Objects. At the request of the Lender, the Borrower shall

commission a particular transport company for transport to or from the Borrower. The Lender shall be entitled to require its employees to accompany the Objects. Costs incurred by this shall be borne by the Borrower.

#### § 11 Return

The Lender shall inspect the object without delay upon its return, at the latest one week after its return, to determine whether damage was caused during the period of loan or as a result of the loan. The Lender shall inform the Borrower without delay of the results of this examination, provided damage was determined. It shall request the Borrower to come to the Germanisches Nationalmuseum in Nürnberg so that the parties can inspect the damage together. The Lender and the Borrower shall each bear their own costs incurred by this. The Borrower shall decide the date of the inspection of damage.

#### § 12 Extension of Term for Payment

If a joint inspection of the damage is necessary, the Lender's claims for damages shall be postponed until this inspection is held. The maximum period of extension of term of payment shall be one year.

#### § 13 Right to Supervision

The Lender shall be entitled to supervise the loan to ensure that all the above provisions have been complied with.

GNM-staff shall be permitted to attend the exhibition free of charge.

#### § 14 Special Provisions

1. The components of this loan agreement are:
  1. the list of Objects with the insured values
  2. records of the condition of the Objects
  3. loan conditions of the Germanisches Nationalmuseum

#### § 15 Final Provisions

1. All alterations or additions to this agreement must be in writing to be valid. No oral collateral agreements have been entered into.
2. The Lender and the Borrower shall each receive one official copy of this agreement.
3. Any disputes arising under this agreement shall be governed by law of the Federal Republic of Germany.
4. The place of jurisdiction for all disputes arising under this agreement shall be Nürnberg.
5. Except where this agreement contains specific provisions, the provision of the Civil Code of the Federal Republic of Germany shall apply.

Nürnberg, 16.04.2019

For the Lender:

Prof. Dr. G. Ulrich Großmann  
Director General

Prague,

25. 10. 2019

For the Borrower: