

Order form for reproduction templates

Repro19-00797

1. Intended use

- Intended use/reproduction according to offer
- No intended use:

The ordering party has been granted no rights of use whatsoever for repro template. Any and all use, especially publication, of the repro template shall therefore only be allowable after having first obtained the appropriate permission from the Albertina.

2. Rights

2.1. Rights to the depicted original

The repro templates render works of the visual arts. Such works can be protected under copyright. The Albertina expressly points out that the exploitation of the repro templates is only permissible under law if the user has previously obtained corresponding permission for use (right to use a work or license to use a work) of the depicted original from the party authorized to grant such rights. The Albertina can grant no rights with respect to the depicted original, and also bears no liability for any possible claims by third parties.

2.2. Rights to the repro templates

The repro templates are the property of the Albertina. They are – irrespective of the rights to the depicted original – protected under copyright. The Albertina disposes of corresponding rights of use to such extent, and is prepared to grant the ordering party the rights that are stated in Clause 2.3 under the terms and conditions of this order.

2.3. Granting rights to the repro templates

- Title to the ordered digital-images, black-and-white photographs or colour photographs is transferred to the ordering party upon the transmission of these items.
- The ordered Ektachromes are shipped to the ordering party for rental. The Ektachromes remain the property of the Albertina. They are to be returned without delay to the Albertina upon having made the reproduction, at the latest, however, within two months following their consignment. The shipping risk as well as the shipping expenses for their return consignment shall be borne by the ordering

party. Upon tardy return or return of a damaged Ektachrome, the Albertina shall be entitled to have the Ektachrome newly made at the expense of the user and/or to demand damages.

The rental of the Ektachrome can be prolonged by a month at a time. The user must request such an extension from the Albertina in writing, at least two weeks prior to expiry of the rental term agreed upon. A rental charge of Euros is to be paid for each begun month of extension.

- ☒ The ordering party is allowed the use of the repro templates for the intended usage specified in the offer. This granting of rights is non-exclusive. Any use beyond that and/or the passing on of the repro templates to third parties shall be permissible only with prior authorization from the Albertina.

3. Remuneration

For the rights granted under Clause 2.3., remuneration is to be paid.

With its payment of the fee, the ordering party shall acquire the permission for use and obtain the original invoice.

In case the usage provided for does not take place, any fee already paid shall not be reimbursed.

4. Consignment of the repro templates

As soon as the signed order form and complete payment of the fee have been received at the Albertina, the Albertina shall make the ordered repro templates and consign them along with their original invoice. The ordering party shall bear the shipping risk. Complaints can be taken into consideration within 10 days following delivery. Should the signed order form not be received at and by the Albertina within two months after despatch of the order form, then it will consider the request as having lapsed.

5. Copyright notice

In the pictorial subtitles or in the index of illustrations of the publication specified in the offer, the following notice is, towards identification of the Albertina as place of repository, to be readily discernible and to be affixed as near as possible to the illustration, in such a way that no doubt can exist as to the attribution of the respective illustration:

The Albertina Museum, Vienna

Irrespective of this, – corresponding to the agreement between the user and the owner of the rights to the depicted original – as the case may be, a copyright notice concerning the original is to be affixed as well.

When the repro templates are being used for an Internet application, then, next to the identification of the Albertina as place of repository, the active hyperlink

shall be inserted at the appropriate location.

6. Archival copies

The ordering party hereby pledges to furnish 1 complete archival copy of the publication(s) specified in the offer, unsolicitedly and free of charge, to

- The Albertina Library
- The Reproduction Department of the Albertina

for their free disposal.

7. Final provisions

This agreement shall be subject to Austrian law. Court venue for all disputes arising from or in connection with this agreement shall be the court competent for the matter at hand having jurisdiction at the domicile of the Albertina.

The Ordering Party

In agreement with the above
terms and conditions

ALBERTINA

Date, signature

by proxy
Reproduction Department