

General Terms

§ 1 Copyright

- 1.1 With each utilization of the work of art, the name of the artist (originator) must be mentioned.
- 1.2 Each utilization of the work of art is only permitted after notification of the artist and with the artist's consent. The artist's consent only applies to the stipulated period and use. Physical possession of the work does not confer – unless otherwise stated – any rights of utilization according to international copyright laws; this especially applies to the right of public exhibition.
- 1.3 For each utilization, the artist shall receive adequate compensation.
- 1.4 In the context of public exhibition, the right of news coverage is granted, as well as the right of publication of the work on posters, invitations, in the Internet as well as in catalogs.
- 1.5 Documents such as photographs, slides or texts may only be published as agreed by the artist and when mentioning his/her name.
- 1.6 The right of resale and the right of access are accepted. In addition, the artist has the right of temporary utilization (such as committing the work to an exhibition), as long as this does not result in severe inconvenience to the user.

§ 2 Obligations and Services of the Artist

- 2.1 The artist assures that the work of art is his/her sole intellectual and material property and free from claims or rights by third parties. He/she assures that the work is his/her own creation.
- 2.2 **Transfer:** At the date stipulated, the artist will deliver the work in perfect condition and with its title/description clearly marked.
- 2.3 **Liability:** The artist can only be held responsible for intentional or careless damage caused by him/her and/or his/her agents.
- 2.4 **Guarantee/Maintenance/Repair:** The artist does not assume any liability for artistic design, unless otherwise stated in the contract. The artist does not perform any maintenance work, unless agreed otherwise and all costs are covered by the buyer and paid to the artist as appropriate. The artist reserves the right to execute restoration or repair of the work of art if adequately compensated. If the artist does not execute restoration or repair of the work of art, he/she will give binding instructions with respect to its type and/or execution.
- 2.5 **Additional Services:** Additional services shall be compensated separately. Upon request, the artist shall provide a cost estimate.
- 2.6 **Events:** If the artist's presence is requested during the presentation of the work of art, he/she agrees to attend upon reasonable notice.

§ 3 Obligations and Services of the User

- 3.1 **Insurance:** The insured value equals the commercial value and shall be agreed upon by the artist and the user. The user covers all insurance costs. Insurance must be evidenced by the user.
- 3.2 **Transport/Insurance during Transport:** All costs for appropriate transportation of the work of art as well as insurance during transportation («from wall to wall») shall be paid by the user.
- 3.3 **Annihilation/Destruction/Theft/Damage/Damages due to Atmospheric Conditions:** The user shall perform all reasonable, necessary and technically possible measures to avoid damages, theft, etc. In case of annihilation or destruction of the work of art, the user or owner shall immediately inform the artist. The artist's right to claim damages remains unaffected.
- 3.4 **Intentional Annihilation by the Owner:** If the owner intends to intentionally annihilate the work of art, he/she must inform the artist in advance and try to find a mutually satisfactory solution such as giving the work of art back to the artist at no cost.
- 3.5 **Travel Expenses:** All expenses for travel, lodging and other necessary expenses that may occur to the artist in order to honor the contract shall be compensated upon evidence.
- 3.6 **Presentation/Technical Conditions:** Artist and user agree upon type and extent of the presentation.
- 3.7 **Catalog:** The costs for the production of a catalog shall be covered by the user. If both parties agree to share the costs, the artist is allowed to pay his/her fraction in works of art. Services by the artist for the production of the catalog will be charged separately. Artist and user agree upon the numbers of copies as well as on the type of production and design of the catalog. The artist shall receive an adequate amount of catalog copies for his/her own use.
- 3.8 **Events:** If the presence of the artist is requested during the presentation of the work of art, the user shall cover all related expenses. The same applies to subsequent events.
- 3.9 **Return:** If the work of art is only temporarily entrusted to the user, the latter shall return it immediately and in perfect condition upon termination of the contract. Any extension of the contract requires the artist's approval. For an extension of the contract, an additional compensation is payable at the beginning of the extension period, with the lease depending on the extension period.

§ 4 Terms of Payment

- 4.1 All receivables to the artist are immediately due in half upon signing the contract, with the remainder to be paid fully upon fulfillment of the contract by the artist. Payment is to be done within two weeks and without any deductions.
- 4.2 All compensation and prices do not include value-added tax.

- 4.3 If a work of art is sold, it remains the property of the artist until the purchase price is fully paid.
- 4.4 The artist does not grant a money-back guarantee to the user if the latter is not satisfied with the execution of the work of art.
- 4.5 The user shall pay all dues to the compulsory "Künstlersozialversicherung" in case he/she is assessable.

§ 5 Abolishment or Termination of Contracts

- 5.1 Any abolishment or termination of the contract shall be done in writing.
- 5.2 If the user terminates the contract, a compensation for the unused work shall be paid. This compensation shall be at least 50% of the originally stipulated compensation plus any evidenced material costs.
- 5.3 If the artist terminates the contract, any reimbursement of compensations paid until contract termination is excluded.
- 5.4 If the artist terminates this contract due to his/her adverse physical or mental conditions, these shall be evidenced by a respective medical certificate issued by a physician. Reimbursement of compensations paid until contract termination is excluded.