

## GENERAL LOAN CONDITIONS

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### 1. General

- 1.1. The Borrower may only use the objects on loan to exhibit them at the place agreed in advance. The Borrower may not unilaterally change this destination in any way whatsoever.
- 1.2. In the case of non-compliance with the stated loan conditions, the Lender has the right to have the loan removed immediately. The Borrower is liable for all additional costs associated with this.
- 1.3. The loan does not result in a transfer of ownership.

### 2. Extension and termination of the contract

- 2.1. Any request to extend the loan contract duration must be submitted four weeks in advance to the Lender with the reason for the request.
- 2.2. If the Lender consents to the extension, all clauses of this contract shall remain applicable for the new term stipulated in mutual agreement.
- 2.3. The Borrower must take out additional insurance for the period of the extension and provide the Lender with a written confirmation of this additional insurance no later than eight days before the start of the extension.
- 2.4. If the Lender refuses the extension, the Borrower must return the objects on loan without delay on the set date. The Lender is not obliged to justify the refusal of the extension.
- 2.5. If the Lender or the Borrower wishes to borrow objects on loan from a third person or institution, this shall always be done by mutual agreement. This third party shall be responsible for the insurance and transport during the loan and shall submit the necessary documents to the Lender. If deemed necessary, the Lender may delegate a courier to supervise transport and handling.
- 2.6. If the Lender wishes to temporarily take back the borrowed objects for its own use, this is always possible after written notification to the Borrower. The Lender will then be responsible for the insurance and transport.

### 3. Insurance

- 3.1. The objects are insured by and at the expense of the Borrower for the value and in the currency specified by the Lender. The insurance costs are settled directly by the Borrower, without the intervention of the Lender, to the company concerned. The global value to be insured corresponds to the total of the insurance values listed per object in this deed. The Borrower guarantees that the insurance company accepts these conditions as accepted values.
- 3.2. No compensation for damages shall prejudice the full and indivisible property right of the Lender.
- 3.3. The choice of insurance company shall be determined by mutual agreement between the Lender and the Borrower.
- 3.4. The Borrower guarantees that the loan is insured from nail-to-nail. The objects are insured against all risks of theft, disappearance, total or partial destruction and damage, including damage caused by light, changes in temperature and/or the humidity of the surrounding area.

- 3.5. If expressly required by the Lender, the Borrower must take out a separate insurance policy for the escort against accidents, for medical care and in the event of death.
- 3.6. In case of total loss or damage equivalent thereto, the insured value will be paid out immediately and without discussion. In the event of damage that leads to restoration, the compensation for damages shall take into account the depreciation. In the event of damage, the choice of the restorer and the method of restoration are undeniably determined by the Lender. The Borrower undertakes to pay the total costs of the restoration in all cases.
- 3.7. The Borrower and its insurance company assume full responsibility for the fees and waive all recourse against packers, carriers, escorts, museum staff, and anyone who has to manipulate the objects ex officio. The compensation is paid by the insurance company within thirty calendar days after the final approval of the claim amount, regardless of the possible recourse of the insurance company against other companies or individuals.
- 3.8. An insurance certificate, or if desired a copy of the policy, must be submitted to the Lender before the loan is collected. If the Lender so wishes, it will also receive a copy of the entire policy.

#### **4. Packaging and transport**

- 4.1. All charges and costs for transport and packaging, both for the outward and return journeys, shall be borne by the Borrower. The costs for this are settled directly with the company in question by the Borrower without the intervention of the Lender.
- 4.2. Before the objects are packed, the Lender shall draw up a detailed condition report of the material condition of the objects, including photographs. Both when collecting and returning the objects, a representative of the Borrower and of the Lender shall check this report, supplement this report if necessary and sign it. If the Borrower does not submit any comments, agreement or response to the condition report within a period of 14 calendar days after the objects have been collected, the Borrower is deemed by its silence to agree with the content of this report.
- 4.3. The Lender must approve the packaging and reserves the right to refuse the packaging and to have the packaging manufactured at the Lender's expense. The material and labour costs in this regard shall be charged to the Borrower with the invoice issued by the Lender.
- 4.4. Under no circumstances may the packaging be opened during transport and outside the collection and destination areas. The Borrower must fulfil the necessary customs formalities to ensure this.
- 4.5. The Borrower must store the packaging dry and safely and use the same packaging material on the return journey. If the packaging is the property of the Lender, the Borrower must return this packaging on the return journey.
- 4.6. Any transport of a loan must be carried out in accordance with the instructions of the Lender.
- 4.7. The choice of means of transport and the transport company shall be determined by mutual agreement between the Lender and the Borrower. The transport must be carried out by a carrier with experience in art transport.
- 4.8. Everything possible shall be done to ensure that the transport is carried out without delay or interim transshipment. In exceptional cases and when borrowing several loans, it must be taken into account that the transport can be divided up.

- 4.9. The date of the outward and return transport shall be determined by mutual agreement between both parties.
- 4.10. The Lender or his/her representative has the right to accompany the transport on outward and return journeys, to be present when packing and unpacking and/or when placing or hanging the loan up. The costs of this escort, including compensation per day, shall be borne in full by the Borrower and shall be reimbursed without delay.

## **5. Storage, safety, climate, conditions, presentation**

- 5.1. The Borrower shall handle the objects on loan with the greatest care and shall take all safety precautions against fire, theft, burglary, loss and/or damage. The Borrower shall bear the safety costs of the objects on loan.
- 5.2. In the event of theft or damage, the Borrower shall immediately notify the Lender of this in writing.
- 5.3. At the written request of the Lender, the Borrower shall provide a standard facility report or any required information about the building, storage conditions, security, fire prevention and burglary protection.
- 5.4. During the course of the exhibition, the Lender or his representative has the right to check whether the security measures are being observed and whether the objects on loan are in good condition.
- 5.5. The Borrower must follow the standards for preventive conservation with regard to climate control, lux, UV and integrated pest management as stated in the specific conditions or in other communication from the Lender and the instructions on the presentation of the objects. If the applicable standards are not met, the escort acting on behalf of the Lender is entitled to refuse to set up the loan.
- 5.6. The Borrower is not allowed to manipulate, treat or clean the objects on loan, to remove them from the showcases or to relocate them, unless otherwise agreed in writing with the Borrower or in the event of urgent emergencies. Any findings of damage that would make this advisable must be reported immediately to the Lender.
- 5.7. In certain circumstances, costs may be charged for the framing of flat paper documents (prints, drawings, posters, archival materials, etc.), acid-free cradles, or for the conservation or restoration of objects. The Lender shall notify the Borrower of this and shall charge the costs in this regard directly to the Borrower.

## **6. Indication and reproduction**

- 6.1. The loan must be accompanied at the exhibition, in the catalogue and in the accompanying publications by the indication of origin, as indicated by the Lender.
- 6.2. The objects on loan may be photographed or reproduced within the context of the exhibition. These photographs and their accompanying captions may be used for printed or digital publications relating to this exhibition.
- 6.3. The use of these photographs for commercial purposes (videos, postcards, merchandising, etc.) must be requested in advance in writing to the Lender. The Lender has the right not to allow any other use of the photos.



## **Erfgoedbibliotheek Hendrik Conscience**

Hendrik Conscienceplein 4, 2000 Antwerpen

- 6.4. Permission to reproduce does not release the Borrower from his or her obligation to comply with copyright and related rights legislation.

### **7. Competent jurisdiction**

- 7.1. This agreement is governed by Belgian law. The rules of the New Belgian Civil Code apply to anything that is not regulated in this agreement.
- 7.2. If one or more provisions of this Agreement are considered invalid in implementation of a law, regulation or binding decision of a competent authority, the provisions closest to those agreed by the Parties shall become applicable in replacement of the invalid provisions, and the other provisions shall remain in full force and effect.
- 7.3. Disputes regarding the execution of this loan agreement must first be settled amicably by mutual agreement between both parties.
- 7.4. If an amicable settlement appears impossible, the settlement of the dispute falls under the exclusive jurisdiction of the courts of the district of Antwerp, division of Antwerp.