

LOAN AGREEMENT

KHM-Museumsverband

Burgring 5, 1010 Wien
phone: (+43 1) 525 24-6304
E-Mail: loans@khm.at

- the Lender -

and

The Royal Castle in Warsaw - Museum

The Residence of Kings and the Republic of Poland
Plac Zamkowy 4
00-277 Warsaw
Poland

- the Borrower -

agree as set forth below.

§ 1

Subject of the Agreement

- (1) The Lender shall transfer to the Borrower possession of the objects specified in Annex II hereto (the "Objects") for the period of the exhibition as well as the necessary time for the transport to and from the Lender subject to the provisions set forth below:

Title of the Exhibition:	Triumphal Harmony. Theatre Ladislas IV
Place of the Exhibition:	The Royal Castle in Warsaw, Warsaw
Period of the Exhibition:	16.04.2026 - 17.07.2026
Period of Insurance:	26.03.2026 - 07.08.2026

The period of the loan must not be exceeded. Any modification of the term of the loan shall only be valid if agreed upon by Borrower and the Lender in writing and in due time, at least six weeks before the originally planned end of term. The Lender shall be entitled to extend the term of the loan but shall not be obligated to do so.

- (2) The Objects and their corresponding insured values are set forth in Annex II hereto. This Annex shall constitute an integral part of this Agreement.
- (3) By affixing a legally binding signature to this Agreement, the Borrower agrees to be bound by all provisions set forth therein. The Agreement shall become effective when countersigned by the Lender, subject to the granting of an export permit by the Austrian Bundesdenkmalamt (Federal Monuments Office).

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Andrzej Dębski
radca prawny

- (4) In the event that the Borrower does not take possession of Objects which he has previously requested, the Borrower shall reimburse the Lender for any costs which may arise (including but not limited to the following: costs in connection with any restoration work which may have already occurred, for climate-controlled display cases, glazing and framing, for colour transparencies and photographs which may have already been prepared, transportation costs incurred in preparation for the Exhibition, as well as for any packing crates which have been prepared) after the execution of this Agreement.

§ 2

Insurance

- (1) The Lender will insure the Objects at the expense of the Borrower for the entire term of this Agreement including transport to and from the Lender, from transfer of possession by the Lender to the Borrower until possession is returned to the Lender (i.e. "from nail to nail"), with respect to all risks, including force majeure, natural disasters, and acts of violence of any kind for the insured values previously given or given in the Annex using an insurer selected by the Lender. Pursuant to Section 1(3) above, the Borrower agrees to the insured values.
- (2) The Borrower shall inform the Lender promptly in writing of any damage to or endangerment or loss of the Objects, as well as other circumstances relevant to the Objects. Moreover, in the event of any damage which is threatening or has already occurred, all necessary measures shall be immediately taken to mitigate the cause of damage, ascertain the party responsible for such damage, and preserve all remedies, including reporting such damage to law enforcement authorities.
- (3) In the event of theft, loss, or complete destruction, etc., the insured value of the Objects shall be paid without dispute.
- (4) In the event of any damage to the Objects, the Borrower shall be obligated absolutely and without a right to dispute to pay an amount to be determined by the Lender in its sole discretion for the total amount of both restoration costs and any corresponding decrease in the value of the Object. In the event of loss, destruction, etc. indemnification shall be paid to the Lender in the full amount of the indemnity. Any destroyed Object shall remain the property of the Austrian Federal State.
- (5) In the event that the Lender consents to an extension of time for the exhibition, the Borrower shall bear the costs associated with the corresponding extension of insurance coverage. The Borrower shall also deliver to the Lender an extension of the insurance policy or the state or provincial declaration of indemnity, as the case may be, so that it is received by the Lender at latest eight (8) days before the original termination date of the loan.
- (6) The liability of the Borrower for damages incurred during the entire period of the loan shall expire six (6) months after the Objects have been returned, even if the Lender and the Borrower have already signed a return protocol stating that no damage to the Objects was apparent. The Borrower is obliged to furnish proof that the loaned Object was not damaged during the period of loan.
- (7) The Lender is authorized at any time, without prejudice to any and all additional claims toward the Borrower, to demand the return of the Objects for any substantial reason. Such reasons shall include but are not limited to:
- any violation on the part of the Borrower of any of the obligations set forth in this Agreement;
 - any endangerment or negligence on the part of the Borrower which is in violation of the terms of this Agreement with respect to due care;
 - any use of the Objects which is in violation of this Agreement, including but not limited to the handing over thereof to any third party;
 - a voluntary or involuntary petition for or commencement of insolvency proceedings or preliminary proceedings with respect to the Borrower;

- the death of the Borrower or appointment of a trustee to act on behalf of the Borrower, or, in the event that the Borrower is a legal entity, its dissolution; and
- an urgent need for the Objects on the part of the Lender for its own purposes.

With regard to the costs of transporting the Objects back to the Lender before the end of the agreed-upon loan period, § 4 (2) shall apply. In the event that the Lender demands the return of the Objects before the end of such period, the Borrower shall have no claim to any compensation of any expenses which may arise in connection therewith.

- (8) Pursuant to § 982 of the ABGB, the right to make any potential claims of the part of the Lender shall extend for a period of only one year.
- (9) The parties to the contract are aware that during the current Covid 19 pandemic, uncertainties and sudden and unforeseen changes in respect of requirements laid down by the authorities, the ability to travel on the part of couriers and those accompanying the transport, the ability to transport the Objects and time scheduling are likely to occur. If following, the conclusion of the contract restrictions or orders in connection with Covid 19 are put in place by the authorities, which require - even minor - adjustments to the implementation of the present agreement and the performance of the loan, the lender shall have the right to terminate the loan agreement at any time and without setting a period of grace and to demand the premature return of the Objects at any time. Mutatis mutandis to § 1 the loan ends with the return of the Objects to the original repository.

If the term of the loan has to be extended by the Lender because the place of the exhibition is classified as a high-risk area or a travel warning is imposed at the seat of the exhibition venue, the Borrower must ensure that the provisions of the loan agreement are adhered to for the entire extended period of the loan and that the safety and security of the Objects is guaranteed at all times. It is not permitted to move the Objects from the agreed exhibition venue without the consent of the Lender. The Lender will take out insurance cover for the Objects in accordance with the provisions of the Loan Agreement for the entire period of the loan and in the event that the duration of the loan is extended. The Lender will arrange for the re-issue of the policy.

All costs incurred in connection with the extension of the loan and the costs of the premature or delayed transport of the Objects back to the lender shall be borne by the Borrower.

§ 3

Transport and Packing

- (1) Any packing and transport of the Objects shall not occur until after the Lender has received all insurance policies referred to in § 2 (1) above, as well as any supplements thereto to the insurance contract, with all necessary powers of attorney and documents as executed originals.
- (2) The Lender shall determine the method of transport and the transportation routes to and from the Borrower.
- (3) All costs in connection with transport, customs clearance, and insurance deemed necessary by the Lender, including any travel costs of an employee of the Lender or a representative delegated by the Lender to accompany the shipment shall be borne by the Borrower.
- (4) In the event of transportation abroad, inspection associated with customs clearance shall take place on the premises of the Lender and on the premises of the Borrower at the site of the exhibition, as the case may be.
- (5) As a general rule, when being shipped, the Objects shall be accompanied by a transportation escort or a courier employed by the Lender. In the event of any necessary assembly of the Objects, the Lender will provide a restorer employed by the Lender at the site of the Exhibition at the cost of the Borrower.

- (6) In the event that preparations for the assembly of the Objects have not been completed at the time that the courier or restorer have arrived, or that necessary display cases do not yet exist, the Borrower shall bear any and all costs associated with the extended stay of the courier or restorer, as the case may be.
- (7) Reimbursement of travel costs for transportation escort, courier and restorer, as the case may be, shall be subject to Austrian Travel Expense Regulations unless otherwise agreed. The Borrower shall arrange appropriate accommodations for the transportation escort, courier, and restorer for the duration of travel. The length of the travel and the stay for the employee accompanying the Objects shall be one to two days if within Austria, three to four days if within Europe, and four to five days if overseas. Moreover, the length of stay of the courier shall depend upon the length of the trip as well as duties which he/she may have at the exhibition site. The parties to this Agreement shall agree to the foregoing before the courier begins his/her travel. The Borrower bears the costs of the courier's daily subsistence allowance. Travelling within a radius of 25 km from Vienna or Innsbruck the courier will not receive a daily subsistence allowance. For any other travel within Austria a daily subsistence allowance of € 50 gross per diem shall be paid; for travels going to other European countries the daily subsistence allowance amounts to € 85 gross per diem, for travels going to any other country outside Europe € 100 gross per diem. The daily subsistence allowance is a lump sum, which is not calculated on a pro-rata-basis. Reimbursement for travel costs (including per diem allowance and shipment costs) shall be made immediately. Payment of tax for the allowances will be organized by the Lender. For couriers and/or escorts an insurance exceeding the statutory health insurance cover shall be taken out for the period of the journey, covering health and accident insurance as well as baggage insurance. These insurance policies will be applied for by the Lender, the cost thereof shall be borne by the Borrower.
- (8) Where possible, the courier does not carry out work on Sundays or Austrian public holidays. Should it be necessary, that the courier performs his tasks on such a day, the Borrower has to bear the costs of the overtime payment after being invoiced accordingly by the lender.
- (9) Couriers employed by the Lender who transport Objects as hand luggage shall travel at the cost of the Borrower in the flight class which provide the greatest security with regard to both courier and the Objects. In most cases, this shall be club/business class.

§ 4

Exhibition and Storage Space; Security Precautions

- (1) The Borrower will arrange the necessary precautionary and security measures for the protection of the Objects. The Borrower agrees to allow the Lender to inspect these measures and, to the extent the Lender deems necessary, to supplement them at the cost of the Borrower.
- (2) Before concluding the Loan Agreement, the Lender is entitled to demand from the Borrower a Facility Report, which, in addition to general structural specifications, shall contain conservational requirements and conditions and specifications of security facilities and equipment at the exhibition and storage space. This Facility Report shall also include a plan of the exhibition space. The Lender shall be authorized to inspect the exhibition and storage space in order to ensure compliance with that the additional provisions as set forth in the Annex to this Agreement and, where applicable, to demand additional measures or that the Objects be returned, in which case all costs for special shipment back to the Lender shall be borne by the Borrower.
- (3) In the exhibition and storage spaces where the Objects are displayed or stored, as the case may be, the limits specified pursuant to the Additional Provisions set forth in the Annex I hereto shall not be exceeded with regard to temperature, relative humidity, light intensity, and ultraviolet radiation.
- (4) Temperature and relative humidity shall be recorded seven days a week, 24 hours per day. A record thereof shall be made available to the Lender at its request for purposes of inspection.

- (5) Before all Objects are handed over, appropriate documentation (or a protocol) shall be prepared with regard to their condition. This documentation (or protocol) shall be signed by both the Lender and the Borrower. Any costs associated therewith (e.g. for photographs) shall be borne by the Borrower.
- (6) The mounting and fastening of the Objects shall be performed only by employees authorized by the Lender or under its supervision. These employees shall also decide whether the Objects shall be brought immediately to the spaces provided for them at the exhibition or whether due to being endangered by works continuing in the vicinity thereof, they must be kept in safe custody.
- (7) The Borrower agrees that the Objects shall not be altered in any way. Without limitation of the foregoing, the Borrower will not and will not permit any other person to reframe, assemble, restore, or clean the Objects.
- (8) Each subsequent change in the location or other movement of the Objects shall require the express prior written consent of the Lender.
- (9) Eating, drinking and smoking will be forbidden in the exhibition and storage spaces.

§ 5

Liability and Obligations of the Borrower

- (1) Without prejudice to the legal validity of insurance for all damages, including theft, loss, destruction or damage to the Objects, the Borrower shall assume liability with respect to the Lender by any person, through its own or any other person's fault or through no person's fault, if the damage would not have occurred but for the loan of the Objects, which shall be determined by the Borrower.
- (2) In the event of theft, loss or complete destruction, etc., reimbursement in the maximum amount of liability specified in the Annex II hereto shall be made; in the event of partial and reparable damage, the Object in question shall be returned and the Borrower shall pay expense for restoration as well as any decrease in value determined by the Lender to have occurred in connection with the damage which the amount of the maximum amount of liability can be obtained, to which the Borrower hereby renounces all right to dispute.

§ 6

Catalogue and Advertisement

- (1) The Lender delivers, by request from and at the expense of the Borrower, the analogue or digital image for reproduction in the catalogue and for brochure materials used for the advertising of the exhibition in the press as well as for use on the Borrower's website (using the previously designated material). The production of film and television shooting, the digitalization of analogue material, the reproduction and dissemination as well as the provision of the material in any form is allowed only with previously obtained approval granted by the Lender and can be carried out only with adherence to all conservational precautions as well as to all legal conditions, in particular copyright protecting requirements and cannot be used by the Borrower for any purposes other than those for which approval has been granted.
- (2) The production of cards, prints, slides or the digitalization or other forms of reproduction thereof, as well as the production of merchandising articles are strictly prohibited and require a separate written agreement with the Lender. The Borrower is obligated to ensure that also third parties are not producing such materials without the approval of the Lender. The Borrower will hold the Lender harmless in respect of legal proceedings and claims in this effect, regardless of type, regardless of which legal grounds they are based upon and regardless through whom the claims are raised.

- (3) The Borrower shall bear all liability for any copyright claims.
- (4) The Borrower shall be obligated to provide agreed upon credit and acknowledgment at the Exhibition and in the catalogue for each Object.
- (5) The Borrower shall be obligated to provide to the Lender for the exhibition at least **5** copies or sample copies of the catalogue, without prejudice to the other possible authors, within one month after the catalogue goes on sale. The catalogues and sample copies of all publications of the Borrower in connection with the exhibition shall be sent to **KHM-Museumsverband, Loan Management, Burgring 5, 1010 Vienna.**

§ 7 Data Protection

- (1) The Borrower and the Lender agree to the data collected in connection with the present contract being processed by both parties (including by computerised means) for the purpose of the performance of the contract. The collected data shall not be forwarded to any third parties unless necessary in order to fulfil the contract (e.g. to haulage or insurance companies) or in order to comply with statutory obligations. Where necessary, the Borrower and the Lender shall ensure that all order processing contracts concluded with third parties offer the necessary security guarantees with regard to the handling of such data. Once the contract has been fulfilled, the collected data shall be stored solely for the purposes of compliance with accounting retention periods and maintenance of our historical archive. In accordance with statutory provisions the Borrower and the Lender shall both have the right of access, rectification, deletion, restriction and transferability of the data as well as the right of objection and appeal towards the other party as data controller according to the General Data Protection Regulation (GDPR).

§ 8 Additional Provisions

- (1) The additional provisions set forth in the Annex I to this Agreement constitute an integral part thereof.

§ 9
General Provisions to the Agreement

- (1) Any changes or amendments to this Agreement shall be in writing. All notices and other information provided for by this Agreement between the parties thereto shall be sent by registered mail. The Borrower is obligated to promptly notify the Lender of any change in residence or, in the case of legal entities, the location of chief executive offices or the residence of its designated representatives, as the case may be. Until such notice is given, notices by the Lender may be sent to the former residence or chief executive offices or may be sent to such authorized representatives (pursuant to §§ 8, 9, 23 of the Law on the Competencies of Administrative Governmental Bodies). Any oral agreements shall not be valid.
- (2) This Agreement shall be signed in due time by the Borrower, the Lender, and any other bodies acting as their authorized representatives.
- (3) The parties to this Agreement submit to the exclusive jurisdiction of the Court of the First District of Vienna for all legal proceedings arising from this Agreement. This Agreement shall be governed by the law of Austria. Translations of this Agreement into foreign languages shall be permitted.

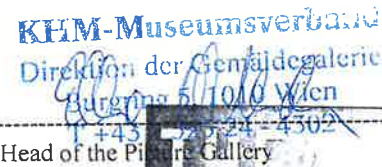
- (4) The Borrower shall bear all costs and fees connected with the execution of this Agreement.

Lender

Wien, 21.8.2025
Date, Place


KHM-Museumsverband
Geschäftsführung
Burggring 5, 1010 Wien
KHM-Museumsverband General Management

Wien, 27.8.2025
Date, Place


KHM-Museumsverband
Direktion der Gemäldegalerie
Burggring 5, 1010 Wien
T +43 1 525 24 4302
Head of the Picture Gallery

Wien, 3.9.2025
Date, Place


THEATERMUSEUM
Palais Lobkowitz | Lobkowitzplatz 2, 1010 Wien
www.theatermuseum.at | T +43 1 525 24 3460
Director of Theatermuseum

Borrower

Date, Place


ZAMEK KRÓLEWSKI W WARSZAWIE – MUZEUM
DYREKTOR
Prof. dr hab. Małgorzata Omilanowska
The Royal Castle in Warsaw, Warsaw


ZASTĘPCA GŁÓWNEGO KSIĘGOWEGO
Zamek Królewski w Warszawie - Muzeum
Beata Majchrzak


Andrzej Dębski
radca prawny



PODPIS ZAUFANY

KAROLINA ANNA
ZABORSKA

01.08.2025 18:23:44 [GMT+2]
Dokument podpisany elektronicznie
podpisem zaufanym

ANNEX I

Additional Provisions

- (1) One of the following forwarding companies shall be authorized to handle the transport of the Objects to and from the Lender's premises:

Kunsttrans Spedition GmbH
Bertl-Hayde-Gasse 4
1110 Vienna
vienna@kunsttrans.com
phone: (+43 1) 748 55 44
fax: (+43 1) 748 55 34

or

hs art service austria GmbH
Grossmarktstrasse 6
1230 Vienna
wien@hsartserviceaustria.com
phone: (+43 1) 614 25
fax: (+43 1) 614 25 25

- (2) The Lender will authorize the insurance company UNIQA Sachversicherung AG, Kunstabteilung, Untere Donaustraße 21, 1020 Vienna, phone: (+43 1) 211 75 3949 (inna.pak@uniqa.at) to provide full insurance cover against all risks, "from nail to nail".
- (3) **Extra Transport Costs:**
If the Borrower borrows Objects deposited or exhibited at other locations than the Kunsthistorisches Museum, the Theatrumuseum or the Weltmuseum Wien (external locations e.g. Ambras castle etc.), he has to bear the necessary additional transportation costs.
- (4) The conservational and climatic conditions mentioned in **Annex I and II** have to be implemented. The climate has to be controlled and recorded all the time. These records shall be forwarded once a week to the following address: loans@khm.at.

The Lender reserves the right to demand a data-logger in the exhibition and in the display cases.

No lights must be mounted within the showcases.

- (5) Only the conservator or the courier in charge is allowed to open a showcase after it has been sealed.

Unpacking and packing is only allowed while a courier of the KHM-Museumsverband is present.

- (6) In all cases it is a condition of loan that the Object(s) has(ve) to be put under exemption of judicial seizure granted by the Polish Government.
- (7) Credit and acknowledgment for ownership information for the Objects shall appear as follows at the exhibition as well as in the catalogue thereto:

**Kunsthistorisches Museum Vienna, Picture Gallery
Theatrumuseum, Vienna**

- (8) A total administration fee in the amount of € 3,000.- (without taxes) will be invoiced to the Borrower.
- (9) (9.1) Since the paintings GG_1095 and GG_41 are part of the picture gallery, the Lender will forward the costs for retrieving them as well as returning them after the exhibition. These costs for the art handling amount to € 1,200.- (without taxes), the costs for the production of the required climate box for GG_1095 amount to € 800.- (without taxes).
- (9.2) The costs for passepartout and framing for HZ_Min20_63 will amount to approx. € 300.- (without taxes) and have to be borne by the borrower.

(10) **Special Instructions for the Picture Gallery**

(10.1) **Climate in exhibition rooms (must be identical with climate at wall):**

18-22 °C, 52 % relative humidity, +/- 5 %

Changes in temperature within the limits are only acceptable over long time spans (i.e. gliding seasonal changes, not short-time changes within a day). Furthermore climatic changes between opening hours and closing time have to be avoided. A 5 % change in humidity is only tolerable within one day (24 hours), short-time fluctuations must be avoided.

(10.2) **Illumination:**

maximal 120 Lux, maximal 10 µW/Lumen UV percentage

(10.3) **Hanging:**

If paintings are hung on exterior walls the following distances between paintings/frame and wall have to be kept:

Paintings smaller than 1m²: 5-6cms

Paintings between 1-4m²: 12 cms

Paintings exceeding 4m²: 15 cms

The lower edge of the paintings always needs to be distanced so that a circulation of air is guaranteed.

(10.4) **Physical Barriers:**

The Borrower has to provide an adequate distance between paintings and visitors. Paintings without glazing have to be protected by a physical barrier of at least 80 cms distance (see also the condition report accompanying the Objects).

(10.5) **Materials:**

All materials used for exhibition equipment must be low in toxic elements. Materials used in showcases have to be free of toxic elements.

(10.6) **Glazing Costs:**

The Borrower has to bear all costs emerging from necessary glazings or climate boxes.

(10.7) **Acclimatisation:**

After the arrival of the transport crates an acclimatisation period of 24-48 hours has to be maintained before unpacking. The same acclimatisation period has to be kept before re-packing the Objects after the exhibition. During this acclimatisation period the climatic conditions have to conform to the climatic conditions during exhibition.

(10.8) **Mounting and Unpacking/Packing:**

If the method of mounting resp. hanging is other than the usual standard (i.e. hanging at eye level by hooks or wire ropes) or the lender has special requirements (for instance mounting within specific exhibition architecture, showcases, etc.), the Lender has to inform the picture gallery in writing beforehand. Unpacking and packing are only allowed while the courier of the picture gallery is present.

(11) **Special Instructions for the Theatermuseum**

(11.1) Should conservational reasons require the glazing of paintings or the manufacture of a climate case, the Borrower has to cover the costs.

Environmental conditions during exhibitions:

Relative Humidity 45 -55 %

Temperature: 18 - 26 Grad Celsius

Light conditions: max. 50 Lux (unless stated otherwise)

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stwierdza

Andrzej Dębski
Andrzej Dębski
radca prawny

The display lights or/and also the Perspex used for show cases should all have UV-light filters. The lending institution is authorized to check the adherence to the requested conditions during the exhibition in the borrowing institution.

Paintings which are not glazed or equipped with an integrated vitrine must be secured in the show rooms during the entire exhibition period by appropriate barriers (min. 70 cm distance from the wall), according to demand and in agreement with the Lender.

Zgodność z oryginałem,
potwierdza *Dybski*
Andrzej Dybski
radca prawny

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ANNEX II

List of Works Lent by the KHM-Museumsverband for the Exhibition

Triumphal Harmony. Theatre Ladislas IV

The Royal Castle in Warsaw, Warsaw

16.04.2026 - 17.07.2026

- 1) Inv. No.: **GG 41**
Kunsthistorisches Museum Vienna, Picture Gallery
Künstler/in: Carlo Saraceni
Gemälde: Judith mit dem Haupt des Holofernes
um 1610/15
Leinwand
Bildmaß: 89,7 cm × 78,4 cm × 2,6 cm
Rahmenmaße: 113 cm × 102 cm × 10,5 cm

Insurance Value in Euro: 3.000.000,00



Terms of transport and Exhibition conditions:

Packaging: climate crate

Location: KHM

This painting is glazed.

- 2) Inv. No.: **GG 1095**
Kunsthistorisches Museum Vienna, Picture Gallery
Künstler/in: Bartholomäus Spranger
Gemälde: Odysseus und Kirke
um 1580/1585
Leinwand
Gesamt: 108 cm × 72 cm
Rahmenmaße: 125 cm × 96 cm × 8,5 cm

Insurance Value in Euro: 2.250.000,00



Terms of transport and Exhibition conditions:

Packaging: climate crate with double insulation

Location: KHM

! Dimensions will change due to construction of required integrated climate box !

- 3) Inv. No.: **HZ Min20 63**
Theatermuseum, Vienna
Künstler/in: Lodovico Ottavio Burnacini, 1636 - 1707
Figurinen: Turchi
o. Dat.
Bleistift und Wasserfarben auf Papier
Blattmaß: 24,5 cm × 38,2 cm
Rahmenmaße: 32,9 cm × 49,9 cm × 2,5 cm LM.2023-015, Warschau

Insurance Value in Euro: 60.000,00



Terms of transport and Exhibition conditions:
packaging: climate crate
pick up and delivery address: Theatermuseum

Total Insurance Value in Euro: 5.310.000,00

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stwierdza

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