

TERMS AND CONDITIONS

1. RIGHTS

1.1. Rights to the reproduced artwork

The reproductions are copies of artworks which can be copyright protected. The ALBERTINA Museum would like to point out that the exploitation of reproductions is only legally allowed when the user has obtained a corresponding permission of use (right to use, permission to use) for the reproduced artwork. The ALBERTINA Museum cannot grant any rights with respect to the reproduced artwork and is not accountable for any third party claims.

1.2. Rights to the reproductions

The reproductions are the property of the ALBERTINA Museum and are protected by copyright - irrespective of the rights to the reproduced original artwork. In this respect, the ALBERTINA Museum has the corresponding rights of use and is willing to grant the requestor the rights outlined under point 1.3 in accordance with agreed conditions.

1.3. Granting rights to the reproductions

- When the ordered digital images, black & white photographs, colour photographs, are sent to the requestor, ownership of these pieces is transferred to him/her.
- The ordered ectachromes are sent to the requestor as a rental. The ectachromes remain the property of the ALBERTINA Museum. They shall be returned to the ALBERTINA Museum immediately after they have been reproduced, not later than 2 months after they were sent. The requestor bears the shipping risk and shipping costs for return shipment. If the ectachrome is not returned on time or is returned in a damaged condition, the ALBERTINA Museum has the right to have a new ectachrome produced at the user's expense and/or to demand damages. The ectachrome rental can be extended for one month at a time.
- The requestor is granted the use of the reproductions for an agreed purpose. The granting of rights is not exclusive. Additional use and/or the transfer of reproductions to third parties are only allowed upon prior permission from the ALBERTINA Museum.

2. FEES

A fee must be paid for the rights granted under point 1.3. By paying the fee, the requestor acquires the permission of use. If the intended use does not take place, the requestor is not entitled to a refund of the already paid fee.

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3. SHIPPING THE REPRODUCTIONS

As soon as the ALBERTINA Museum has received the payment, the order will be prepared and shipped. The requestor carries the shipping risk. Complaints must be received within 10 days of delivery.

4. COPYRIGHT NOTICE

In the caption or in the list of illustrations, the ALBERTINA Museum must be named as the repository by clearly placing the following notice as near to the illustration as possible, so that there is no doubt that it is associated with the given illustration: The ALBERTINA Museum, Vienna.

In accordance with the agreement between the user and the owner of the rights to the reproduced artwork, the original artwork's copyright notice should also be added, if applicable.

If the reproduction is used for an Internet application, the active hyperlink www.albertina.at must be placed in a suitable location, in addition to naming the ALBERTINA Museum as the repository.

5. COPY

Immediately after publishing and without further request, the requestor undertakes to send at least one complete, free copy of the publication to the ALBERTINA Museum for its own disposal.

6. FINAL PROVISIONS

The agreement is subject to Austrian law. Court of jurisdiction for all disputes that arise from or in connection with this agreement is the registered court at the ALBERTINA Museum's location.