

## ARTWORK SALE AGREEMENT

entered into on **28 November 2010** by and between:

(1) **Janez Janša**, Neubergerjeva 25, SI-1000 Ljubljana, Slovenia,  
(2) **Janez Janša**, Slomškova 27, SI-1000 Ljubljana, Slovenia and  
(3) **Žiga Kariž** a.k.a. Janez Janša, Gestrinova 3, SI-1000 Ljubljana, Slovenia;  
all jointly represented by Aksioma, Zavod za sodobne umetnosti, Neubergerjeva 25, 1000 Ljubljana (hereinafter: "the Artists")

and

**Daniel Aschwanden**, Jacquingasse 4/12, 1030 Vienna, (hereinafter: "the Buyer").

Whereas, the Artists are the original creators and the owners of the artwork that is the subject of this agreement as well as the exclusive right holders of all and any copyrights originating from the artwork and;

Whereas, the Buyer bid on the artwork at the auction held as part of the event "Hard to Sell, Good to Have" at Palais Sturany in Vienna, Austria on 18 November 2010 and was fully informed of the terms and conditions of sale and wishes to purchase it;

Now, therefore, in consideration of the mutual promises hereinbefore and hereinafter contained, the parties hereto agree as follows:

### 1. DESCRIPTION OF THE ARTWORK

- 1.1. Title: **PB0241891 (Passport)** was originally conceived by the Artists (1) Janez Janša, (2) Janez Janša and (3) Žiga Kariž a.k.a. Janez Janša as an original artistic conception/idea and is therefore conceived as an immaterial art object (hereinafter referred to as "the Artwork").
- 1.2. Year of creation: 2007.
- 1.3. The characteristics of the Artwork are twofold:
  - a) immaterial art object – artistic conception (hereinafter referred to as "immaterial art object"),
  - b) material art object – booklet, print on paper and cardboard, 17.5 cm x 12.5 cm (hereinafter referred to as "material art object").
- 1.4. Other particularities: the booklet is a valid passport, and as such it serves the function of an identification document in the possession of (1) Janez Janša. The date of expiry is 6 July 2017. Considering such particularities, special conditions apply to the sale of the Artwork.

### 2. SALE AND DELIVERY OF ARTWORK

- 2.1. The Artists hereby agree to sell the Artwork to the Buyer under the conditions specified below, which apply because the sale of the immaterial art object (artistic conception) of the Artwork occurs prior to the date of expiry of the material art object (booklet) forming the Artwork.
- 2.2. The Artwork will be delivered to the Buyer in the following manner:

- i. *first – transfer of ownership in the immaterial art object*: within 8 days after receiving the amount agreed as the price of the Artwork, the Buyer will be issued a certificate of authenticity signed by the Artists. Upon the receipt of said certificate of authenticity, the possession of the Artwork in its immaterial, conceptual form will be established and the Buyer will be considered the owner of the immaterial art object;
- ii. *second – transfer of ownership in the material art object*: within 15 days after the date of expiry of the passport (material art object), the Buyer will be delivered the Artwork in its physical form (booklet) by which the ownership transfer in the material art object will take effect.

### **3. PRICE**

- 3.1. The Buyer agrees to purchase the Artwork in its immaterial, conceptual form for the agreed price of EUR 1,900.00, and shall also pay any applicable sales or transfer taxes.
- 3.2. Payment shall be made in full within 8 days following signing of this agreement to the bank account of the Artists' representative: AKSIOMA – Zavod za sodobne umetnosti, Ljubljana, Neubergerjeva 25, SI-1000 Ljubljana, Slovenia, IBAN: SI56020450092417523, Bank: NOVA LJUBLJANSKA BANKA d.d., Izpostava Trnovo, Cesta v mestni log 7, SI-1000 Ljubljana, SWIFT: LJBASI2X.
- 3.3. The Buyer shall not be charged any additional money for the transfer of ownership of the material art object.

### **4. ARTWORK ALTERATIONS**

Due to its administrative function, the material art object (booklet) is subject to changes imminent to the regular use and exploitation. Therefore, the Buyer consents to the fact that the material art object (booklet) will be changed in the period from the moment of purchase of Artwork in its immaterial form to the time of delivery of the Artwork in its physical form. In particular, changes such as additional immigration office and visa stamps, observations of competent authorities, evidence of expiration and usual wear and tear encountered during normal use are anticipated.

### **5. THEFT, LOSS OR SEIZURE**

- 5.1. In the event of theft or any other loss of the material art object that occurs prior to the delivery date to the Buyer, this agreement shall be null and void. The Buyer shall be notified immediately of any such event and shall be subsequently reimbursed the total amount paid for the Artwork to the Artists.
- 5.2. The same applies if the material art object is seized or confiscated by any act of public authorities.

### **6. INTELLECTUAL PROPERTY RIGHTS, EXHIBITION**

- 6.1. By purchasing the Artwork, the Buyer does not acquire any copyright or other intellectual property rights vested into the Artwork.
- 6.2. However, the Buyer is entitled to a certain exploitation right, which entitles him to authorise or prohibit public exhibitions of the Artwork in its physical form in galleries, museums or other venues suited for art exhibitions.

- 6.3. During the period in which the material art object remains in the possession of the Artists (until the date of expiry of 6 July 2017), the Artists shall be obliged to request the Buyer's permission before any intended public display of the Artwork.
- 6.4. Before committing the Artwork to an exhibition or any other public display, the Buyer shall give the Artists or their representative notice of intent to do so, as well as give all relevant details of the exhibition.
- 6.5. The Buyer, as the owner of the immaterial art object, shall be entitled to full credits in the event of any public display subsequent to the purchase of the Artwork. Unless the Buyer expressly refuses such credits, the following wording will be displayed next to the Artwork in the customary fashion: Collection of Daniel Aschwanden.

## 7. RESALE

- 7.1. If the Buyer decides to sell the Artwork in its immaterial, conceptual form, he shall inform the Artists and their representative at least 30 days in advance.
- 7.2. In case of resale or other transfer of the Artwork in its immaterial, conceptual form, the Buyer shall be obliged to include in any sales agreement a provision that the next owner will agree to the terms and conditions of this agreement.
- 7.3. On the resale or other transfer of the Artwork, the Buyer shall agree to pay the Artists resale right remuneration, as set out by the applicable law.

## 8. MISCELLANEOUS

- 8.1. This agreement sets forth the entire agreement between the parties and shall not be modified except by written instrument signed by the parties.
- 8.2. The possible invalidity of a single provision of this agreement shall not affect the validity of the agreement as a whole. An analogous valid provision shall replace the invalid provision.
- 8.3. This agreement and the relationship between the Buyer and the Artists shall be governed by the laws of the Republic of Slovenia. Any disputes that may arise under this agreement shall be initiated and be heard in the competent court in the Republic of Slovenia.

**Agreed to and accepted:**

**By and on behalf of ARTISTS**

AKSIOMA, Zavod za sodobne umetnosti, Ljubljana  
Marcela Okretič, Deputy Director



**By and on behalf of BUYER**

Daniel Aschwanden