

TERMS AND CONDITIONS OF SALE

1. Artwork and Artist

1.1. These terms and conditions govern the sale of artwork with the title

PB0241891 (Passport)

(hereinafter referred to as "Artwork") originally created by artists: (1) Janez Janša, (2) Janez Janša and (3) Žiga Kariž a.k.a. Janez Janša (hereinafter referred to as "Artists").

1.2. The Artwork functions as an original artistic conception/idea and is therefore conceived as an immaterial art object, while on the other hand the Artwork is used as a valid official document. Therefore the Artwork serves the function of an identification document that is a physical object in the possession of the Artist, which is owned by the Republic of Slovenia until the date of its expiry.

2. Elements of Artwork

The Artwork consists of the following elements:

- PB0241891 (Passport), authors Janez Janša, Janez Janša, Janez Janša, 2007, booklet, print on paper and cardboard, 17,5 x 12,5 cm.
- other characteristic: the booklet is valid also as identification document, expiration date: 06.07.2017.

3. Purchase and ownership of Artwork

In the event of sale or any other transfer of ownership of the artistic conception of Artwork which is to occur prior to the date of expiry of the passport forming the Artwork, the Artwork will be delivered to the buyer or other persons acquiring ownership in it (hereinafter referred to as Buyer) in the following manner:

- i. *first – tentative transfer of ownership in the immaterial object*: after receiving the amount agreed or auctioned as the price of the Artwork, the Buyer will be issued a certificate of authenticity by Artists by which the possession of Artwork in its immaterial, conceptual form will be established;
- ii. *second – final transfer of ownership in the material object*: within 15 days after the date of expiry of the passport forming the Artwork, the Buyer will be delivered the Artwork in its physical form by which the ownership transfer will take effect.

4. Artwork alterations

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

5. Theft or loss

In the event of theft or any other loss of the Artwork that occurs prior to the delivery date of its physical form to the Buyer, the sale agreement shall be null and void. The Buyer will be notified immediately of any such event and will be subsequently reimbursed the total amount paid for the Artwork to the Artists.

6. Intellectual property rights

- 6.1. By purchasing Artwork the Buyer does not acquire any copyright or other intellectual property rights vested into Artwork.
- 6.2. However the Buyer is entitled to certain exploitation right, which entitles him/her to authorise or prohibit public exhibitions of Artwork in its physical form in galleries, museums or other venues suited for art exhibitions.
- 6.3. Buyer as the owner of immaterial form of the Artwork will 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 customarily way: *COURTESY BY* [... Buyer's name or other designation].

7. Choice of law and jurisdiction

The Terms and Conditions and the relationship between Buyer and Artists shall be governed by the laws of the Republic of Slovenia. Any disputes that may arise under the Terms and Conditions shall be commenced and be heard in the appropriate court in the Republic of Slovenia.

Ljubljana, November 1, 2010

Issued on behalf of Artists by:

Aksioma, Zavod za sodobne umetnosti
Neubergerjeva 25, SI-1000 Ljubljana, Slovenija

Janez Janša, director _____