



INFORMATION CONCERNING THE SWEDISH GOVERNMENT'S EXHIBITION GUARANTEE

This document contains general information about the Swedish Government's exhibition guarantee. For a detailed account of a specific guarantee, please refer to the Swedish National Heritage Board's decision with appendices.

A decision to provide an exhibition guarantee means that the Swedish Government undertakes to cover costs associated with damage to or the loss of an object lent for temporary exhibition in Sweden. The guarantee also covers loss of value due to damage to the object. The guarantee is an undertaking by the Swedish Government to the arranger of the exhibition (hereafter referred to as the "borrower"), not to the owner of the object being exhibited (hereafter referred to as the "lender"). Any undertaking to the lender is given by the borrower.

Scope of the guarantee

The guarantee applies "nail to nail", i.e. from the time the borrowed object leaves its normal location until it is returned there. For example, the guarantee covers packing of the object by the lender, transport in one or more stages, any intermediate storage between transport stages, unpacking by the borrower, exhibition, packing and transport back to the lender, and unpacking by the lender.

Note: If, once returned to the lender, the lender does not immediately return the object to its usual place but, for example, places it in storage instead, the guarantee ceases to apply as soon as the object is delivered to the lender or to a third party according to the lender's instructions.

The guarantee does not cover loss or damage incurred as the result of war. The guarantee does not cover normal wear and tear, gradual deterioration or damage resulting from earlier repairs or restorations. Nor does the guarantee cover digital media in original format.

Loss or damage resulting from natural disasters or similar circumstances is covered by the guarantee unless there are special reasons to the contrary.

Damage report

Neither the borrower nor the lender shall commence any measure, such as repairs to or the restoration of the damaged object, until a damage report has been submitted. They shall however limit the damage to the extent possible.

Compensation

If an object is damaged and it is repairable, compensation will be paid for reasonable restoration costs and any other direct costs incurred as a result of the damage, such as an investigation of the damage and valuation costs. Compensation will also be paid for loss of value due to damage to the object. If an object is destroyed, is beyond repair or is lost, compensation will be paid for the full value of the object. Compensation for an object cannot exceed its value as shown in the guarantee decision. All compensation is paid in Swedish kronor (SEK) to the borrower, not directly to the lender. The borrower then compensates the lender in accordance with the agreement between them.

If the loss or damage decreases the value of other objects covered by the guarantee, this shall also be compensated under the guarantee. If any other compensation is paid to the borrower or lender as a result of the loss or damage, compensation under the guarantee will be reduced by an equivalent amount.

Note: Title to a damaged, lost or unrepairable object is retained by the lender regardless of any compensation paid under the guarantee. Should an object presumed lost be recovered, the borrower shall immediately inform the Swedish National Heritage Board and, unless an exception is made by the Swedish National Heritage Board, any compensation paid out shall be repaid, minus the cost of any repairs or loss of value due to damage.

Recourse

To the extent that a claim has been paid under the guarantee, the right of the guaranteed party to take action against the party responsible for the loss or damage passes to the Swedish Government.