

These Terms and Conditions apply to various art fairs developed and/or organised by De Kunst Collega's B.V. Depending on the Fair in question, a different legal entity may act as the Organiser and as the Participant's contracting party. The identity of the Organiser of the Fair in question is stated on that Fair's website.

Terms and Conditions relating to art fairs organised by De Kunst Collega's

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1. General provisions, definitions and applicability

- a. These Terms and Conditions apply to every registration for, participation in and agreement relating to an art fair organised by De Kunst Collega's.
- b. In these Terms and Conditions, the following terms shall have the meanings set out below:
 - a. Organisation: the private limited company "De Kunst Collega's B.V.", with its registered office at Noordhoven 19, (6042 NW) Roermond, and registered with the Chamber of Commerce under number 67343058, or the legal entity responsible for organising the relevant Fair and acting as the Participant's contracting party. The identity of the Organisation of the relevant Fair is stated on the Fair's Website. The Organisation is the user of these Terms and Conditions and the organiser of the Fair;
 - b. Fair or Fairs: the art fair organised by the Organisation, which takes place on the date, at the venue and under the name as stated on the Website of the relevant Fair;
 - c. Website: the website of the relevant Fair, on which information is provided regarding, amongst other things, registration, selection, participation, stand options and costs;
 - d. Participant: the natural person or legal entity who registers via the Website to participate in a Fair and/or is admitted by the Organisation to participate in a Fair;

- e. Registration: the submission by the Participant, via the Website, of the registration form, including the choice of a Stand, any additional facilities and any supplementary services such as insurance or cancellation cover;
 - f. Selection Committee: the committee appointed by or on behalf of the Organisation to assess the Registration and the work submitted by the Participant;
 - g. Registration Fee: the amount payable by the Participant upon Registration, covering, amongst other things, the administrative processing of the Registration, correspondence and the selection process. The amount of the Registration Fee is stated on the Website;
 - h. Participation Fees: the fees payable for actual participation in the Fair following admission by the Organisation. The Participation Fees depend on, amongst other things, the chosen stand size, stand location, additional facilities and other options selected by the Participant, as shown on the Website;
 - i. Stand: the exhibition space made available to the Participant by the Organisation at the Fair, with the dimensions and characteristics selected by the Participant at the time of Registration and ultimately confirmed by the Organisation;
 - j. Agreement: the agreement between the Organisation and the Participant regarding participation in the Fair, which comes into effect when the Organisation confirms the terms of participation in writing or by email.
- c. The Fairs take place on various dates, at various venues in various locations in the Netherlands and Belgium. Each Fair has its own identity, with its own Website and its own email address.
 - d. The Fairs offer artists and designers a platform to showcase works of art and design objects to a wide audience, to establish contacts with interested parties, and to sell their work to visitors to the Fairs both during and after the events.
 - e. The Fairs are organised by the Organisation. A fair manager is in charge of organising each Fair. The fair manager is responsible for the practical running of the Fair.
 - f. The Organisation is responsible, amongst other things, for hiring the venue, the basic layout of the exhibition, general organisation, managing the Website, ticket sales, promotional material and any other tasks which, in the Organisation's opinion, are necessary for the organisation of the Fair.
 - g. By submitting a Registration, the Participant declares that they have taken note of these Terms and Conditions and agree to them. The Terms and Conditions form part of the legal relationship between the Organisation and the Participant from the moment of Registration and of the Agreement from the moment the Participant is admitted to the Fair.
 - h. In the event of any conflict between these Terms and Conditions and information on the Website, the following order of precedence shall apply, unless otherwise agreed in writing:
 - a. the Organisation's individual written confirmation;
 - b. these Terms and Conditions;

- c. the information on the Website;
- d. other communications or promotional material.
- i. These Terms and Conditions may be made available by the Organisation in both Dutch and English. In the event of any discrepancy, contradiction or difference in interpretation between the Dutch text and any translation thereof, the Dutch text shall prevail exclusively.

2. Registration and admission to participate

- a. Participants must register to take part in a Fair in accordance with the procedure set out on the Website of the relevant Fair. By submitting a Registration, the Participant is applying for admission to the Fair. A Registration does not confer any right to participate in the Fair.
- b. Upon Registration, the Participant shall provide all information requested by the Organisation, including images of representative work and, if requested, additional information about the Participant and their work.
- c. The Registration Fee stated on the Website is payable for each Registration. The Registration Fee covers, amongst other things, the administrative processing of the Registration, correspondence and the selection process, and is non-refundable.
- d. Registration for participation are assessed by the Selection Committee. The Selection Committee assesses solely whether, in its opinion, a Participant is suitable for the relevant Fair. The Organisation and the Selection Committee are not obliged to provide further reasons for their assessment or decision.
- e. Initially, Registration are assessed by reviewing the information and documents provided as referred to in sub-paragraph (b) of this article. If further information is required for the Selection Committee's assessment, the Participant may be asked to provide it.
- f. The Organisation decides, partly on the basis of the Selection Committee's advice, on admission to the Fair. If participation is approved and the Participant is admitted, the Organisation will confirm the participation to the Participant by email. The Agreement is concluded at the moment the Organisation confirms participation in writing or by email.
- g. If the Participant is not admitted, no Agreement is formed and no Participation Fees are payable. The Registration Fees remain payable and are non-refundable, as stated under sub-clause c.
- h. Upon confirmation of participation, Participants will receive further information regarding the details of their participation. In the run-up to the Fair, updates regarding participation will be sent to Participants by email on several occasions.
- i. Participants are responsible for ensuring they are aware of the information sent in good time and for providing a correct and up-to-date email address.
- j. It is not always possible to choose a specific location for the Stand at every Fair. However, a preference may be indicated, which the Organisation will take into account as far as possible. No rights may be derived from this, however.
- k. The availability of Stands, stand locations, additional facilities, furniture and other options is limited and subject to availability. The Organisation is entitled to refuse

a requested option or to offer a reasonable alternative if the requested option is no longer available.

- l. The Organisation reserves the right to reject an Registration without giving reasons.

3. Shared Stand

- a. If the Organisation permits this for a specific Fair, a Stand may be used by several Participants. A shared Stand is permitted only with the prior consent of the Organisation.
- b. The Organisation determines the number of Stands that may be shared by several Participants. Only the stand formats designated by the Organisation are eligible for use by several Participants.
- c. The Participant applying for the Stand (the First Participant) must provide the name of the co-user of the Stand (Co-Participant) at the time of Registration. The Co-Participant must also follow the registration procedure prescribed by the Organisation. Both the First Participant and the Co-Participant are liable to pay the Registration Fees. No separate Participation Fees are payable by the Co-Participant. This is without prejudice to the fact that additional costs may be payable by the Co-Participant, if and to the extent that this is specified for the relevant Fair. Such additional costs are listed on the Website of the relevant Fair.
- d. The work of the Co-Participant is also judged separately in the same way as that of the First Participant.
- e. If the Co-Participant is not admitted to the Fair, the First Participant's admission and participation shall remain in full force and effect.
- f. The Stand is registered in the name of the First Participant (see also i). The First Participant is liable for the agreed Participation Fees for the Stand.
- g. Only the First Participant will be invoiced by the Organisation for the Participation Fees relating to the Stand. The allocation of the Participation Fees between the First Participant and the Co-Participant is solely at the expense and risk of these Participants. The Organisation is not a party to this arrangement.
- h. The Organisation shall communicate exclusively with the First Participant regarding participation in the Fair, unless the Organisation decides otherwise. The First Participant is responsible for passing on relevant information to the Co-Participant. If the Co-Participant has any questions or comments, communication with the Organisation shall, in principle, take place via the First Participant.
- i. Unless otherwise agreed, only the name of the First Participant will be displayed by the Organisation at the Stand. The name of the Co-Participant may be displayed at the Stand upon payment of an additional fee. The amount of this fee will be stated on the Website or otherwise announced by the Organisation.
- j. The Organisation may list the Co-Participant's name and stand number on the Fair floor plan. The Co-Participant may be included in the catalogue and on the Website in accordance with the terms and conditions applicable to the relevant Fair.

4. Costs and payment

- a. Any discount applies provided the discount code is used correctly upon Registration within the specified period. Promotions and discounts may not be combined with other discounts under any circumstances, unless expressly stated. The discount associated with the discount code entered upon Registration shall apply. Discounts are not granted or applied retrospectively.
- b. The Organisation will invoice the Participation Fees and any additional costs once the Participant has been admitted to the Fair.
- c. The invoice for participation must be paid no later than three months before the Fair takes place, unless otherwise agreed in writing. For Registrations made less than three months before the relevant Fair takes place, a payment term of fourteen days applies.
- d. The Participant is not entitled to suspend payment of invoices or to set them off against any claim against the Organisation.
- e. The invoice for participation must be paid within the specified period. In the event of late payment, the Organisation is entitled to charge interest from the due date of the invoice at the statutory commercial rate. In addition, all judicial and extrajudicial collection costs shall be borne by the Participant.
- f. Furthermore, if an invoice is not paid on time, the Organisation is entitled to suspend participation in the Fair or to withdraw admission to the Fair, without prejudice to its right to full payment of the amounts due.
- g. All amounts stated in these Terms and Conditions and on the Website are exclusive of VAT, unless otherwise indicated.

5. Changes to and cancellation of participation

- a. The Participant may request an extension of their participation in writing up to 30 days before the Fair takes place. No administration or processing fees will be charged for enlarging the Stand. However, the additional costs associated with the larger Stand and any additional facilities remain payable.
- b. The Participant may submit a written request to limit their participation up to 30 days before the start of the Fair. A request to limit participation will only be granted following written approval from the Organisation. If the Stand is reduced in size, the Participant shall be liable to pay a fee of €45 (excl. VAT) to cover administration and processing costs.
- c. A change to the (optional) stand location selected at the time of Registration is only possible if and insofar as an alternative stand location is still available and the Organisation agrees to the requested change.
- d. Cancellation of participation must be made in writing to the Organisation by email or by post. Cancellation will normally be confirmed by the Organisation within five working days.
- e. If the Participant is a consumer and the Agreement was concluded remotely, a statutory cooling-off period of 14 days applies from the date the Agreement was concluded. The consumer Participant shall not be liable for any costs in the event of cancellation under this sub-clause e; any Registration Fees and/or Participation Fees already paid shall be refunded.

- f. In the event of cancellation up to four months before the (first day of the) Fair takes place, 30% of the total Participation Fees are payable.
- g. In the event of cancellation up to two months before the Fair, 50% of the total Participation Fees are payable.
- h. In the event of cancellation less than two months before the Fair, the full Participation Fee is payable, regardless of the reason.
- i. If a Participant fails to exhibit on one or more days of the Fair without giving notice of cancellation, the full Participation Fee is payable, regardless of the reason.
- j. If the Participant has taken out cancellation cover, the additional provisions in Article 6 shall apply.

6. Cancellation cover

- a. The Organisation offers Participants the option to take out cancellation cover for the relevant Fair. Cancellation cover can only be taken out at the time of Registration and applies exclusively to the Fair for which it has been taken out.
- b. The cost of the cancellation cover is 5% of the total Registration Fees and Participation Fees (combined), unless otherwise stated on the Website.
- c. The cancellation cover is irrevocable. Once taken out, the cost cannot be refunded.
- d. Cancellation cover entitles the holder solely to a refund of Participation Fees in accordance with this clause. Registration Fees are never refunded.
- e. In the event of a covered cancellation, any Participation Fees already paid will be refunded or any outstanding Participation Fees will be credited, subject to a deductible of €100 excluding VAT.
- f. If only part of the Fair cannot be attended, only that portion of the Participation Fees that can reasonably be attributed to the missed days of the Fair will be reimbursed.
- g. A claim under the cancellation cover must be submitted to the Organisation in writing, stating the reasons, no later than five days after the grounds for cancellation arise. The Participant must, at the Organisation's first request, provide supporting documents evidencing the grounds for cancellation.
- h. The cancellation cover provides cover exclusively in the event of:
 - a) illness of the Participant, substantiated by a medical certificate from a doctor;
 - b) the death of a first-degree relative;
 - c) serious emergencies in the Participant's immediate neighbourhood, including burglary, fire or severe storm damage;
 - d) other exceptional circumstances deemed comparable by the Organisation.
- i. No entitlement to compensation exists if:
 - a) the reason for cancellation was already known or could reasonably have been foreseen at the time the cancellation cover was taken out;
 - b) the Participant chooses not to take part for personal, business or organisational reasons;
 - c) circumstances arise which are not expressly covered by paragraph h.

- j. If the Participation Fees have not yet been paid in full at the time of cancellation, the Participation Fees due will be credited in accordance with paragraph e. In that case, the Participant remains obliged to pay the costs of the cancellation cover and the excess.
- k. If the costs of the cancellation cover are not paid within the payment deadline set by the Organisation, the right to a payout or credit under the cancellation cover shall lapse.
- l. The right to a payout or credit shall lapse if the Participant fails to fulfil the obligations set out in this article.
- m. The cancellation cover does not qualify as insurance within the meaning of the Financial Supervision Act and constitutes solely a contractual arrangement offered by the Organisation.

7. Stands, stand location and presentation

- a. Each Participant will be provided with a reserved exhibition space with solid walls in the form of a Stand, the dimensions and characteristics of which depend on the choices made at the time of Registration and the Organisation's confirmation thereof.
- b. If explicitly offered at the relevant Fair, Participants may opt for a premium location upon payment of a specified fee. The Organisation determines the exact location of the premium location. A premium location is a stand location which, in the Organisation's opinion, is in a favourable position. Premium locations are subject to availability whilst stocks last.
- c. During the Fair, Participants may speak to visitors in the immediate vicinity of their Stand and provide information about the works of art on display. Participants may hand out leaflets, postcards and/or business cards to visitors. They may also place leaflets, postcards and/or business cards on a tray provided by the Organisation (tray size: A4 landscape).
- d. The Participant may arrange for assistance with the delivery of the artworks to be exhibited, setting up the Stand, collecting the artworks and dismantling the Stand.
- e. Hanging artworks in the Stand must be secured using Perlon cords, hanging hooks and adjustable hooks. These will be provided by the Organisation. Each cord can support 12 kg, and the number of hanging systems required can be specified on site.
- f. It is not permitted to drill, screw, nail or otherwise make alterations to the Stand or any exhibition materials present. Stickers are permitted only if they can be removed at the end of the Fair without leaving any adhesive residue and/or causing damage.
- g. A cash deposit of €50 is payable for the use of, amongst other things, a presentation platform, name badges, the Stand, hanging systems, a table and/or chair, and any other hired extras; this deposit will be refunded at the end of the Fair, provided the relevant materials are returned undamaged.
- h. Any damage to the Stand, the exhibition venue and/or hired materials caused by the Participant or by third parties engaged by them shall be borne by the

Participant in question and will be recovered from them. The Organisation is entitled to set off this damage against any deposit paid.

- i. Participants must bring their own plinths and any other props required to display standing or lying three-dimensional works of art.
- j. In order to maintain the desired atmosphere of tranquillity and harmony, the use of spotlights, chairs and tables brought by Participants is not permitted.
- k. Without the Organisation's explicit permission, it is not permitted to place or hang works of art, furniture or other materials outside the Stand area.
- l. If the Organisation permits the exterior or rear of a Stand to be used for the presentation of artworks, an additional fee may be payable.
- m. A maximum of 1 table and 1 chair are permitted per Stand.
- n. A maximum of 1 name sign (name, website and the like) is permitted only in or near the Stand. Additional name signs or different dimensions are permitted only with the Organisation's consent.
- o. If the Organisation provides a name sign for the Stand, a maximum of 25 letters and characters may be displayed on the sign. If more letters and characters are required, additional charges may apply.
- p. There must be a minimum spacing of 10 cm between the works of art on display.
- q. To ensure a harmonious presentation and a professional appearance, it is not permitted to place 2D works on the floor.
- r. Displaying artworks one above the other is strongly discouraged. It is preferable to display artworks side by side. This is also to ensure a harmonious presentation and a professional appearance.
- s. Installations or other special presentations may be exhibited following consultation with the Organisation regarding, amongst other things, the duration and timing of set-up.
- t. It is not permitted to dismantle the Stand during the Fair's opening hours.
- u. It is not permitted to offer refreshments at the Stand other than those provided by the Fair's caterer.

8. Quality of the artworks

- a. In principle, Participants are free to decide for themselves which works of art are exhibited. There are no restrictions regarding style, materials used or age. The Organisation assumes that all exhibited works of art are comparable in terms of quality, appearance and professionalism to, or better than, the works of art submitted to the Selection Committee for the selection process.
- b. Participants may only exhibit and offer for sale artworks they have created themselves at the Fair. An exception may be made for gallery owners and other representatives of artists accepted by the Organisation.
- c. The artworks to be exhibited must be fully finished, dry and ready for display. The artworks must be framed (or mounted) and fitted with a secure hanging system. In the case of a sculpture, the artwork must be ready for immediate installation.
- d. The artworks to be exhibited must not contain any sharp, toxic, flammable or otherwise hazardous substances or materials. The Organisation is entitled to

- refuse artworks if, in its judgement, they may pose a risk to visitors, other participants, staff or the exhibition venue.
- e. The walls of the Stands are 2.5 metres high. All artworks must fit within the allocated Stand in terms of height, width and depth. The artworks may be no more than 240 cm high.
 - f. The Organisation is entitled to refuse the exhibition of one or more works of art, to have them removed or to demand their replacement. This includes, amongst other things, if, in its opinion:
 - a) do not correspond to the artworks submitted for selection;
 - b) do not comply with the provisions of this article;
 - c) may cause damage or nuisance; or
 - d) detract from the quality, safety, image or good order of the Fair.
 - g. If the Organisation exercises the powers referred to in paragraph f of this article, there shall be no entitlement to damages, a refund of the Participation Fees or any other compensation. Nor is the Organisation obliged to disclose its reasons.

9. Set-up and Dismantling

- a. The Stand must be set up on the day or days prior to the first day of the Fair within the time period specified by the Organisation. The times at which the Stand must be set up will be communicated to Participants well in advance.
- b. Participants may indicate a preferred time for setting up the Stand no later than 2 months before the first day of the Fair. The Organisation will take this into account as far as possible, but is not bound by it.
- c. If the Stand is set up outside the specified time period, additional charges will apply. These additional charges amount to €70 (excl. VAT).
- d. Unsold works of art must be collected after the Fair has ended, on Sunday between 5.40 pm and 8.00 pm. Collection outside these times or at an alternative location will incur a charge of €70 (excl. VAT).
- e. The Organisation accepts no liability for loss of or damage to artworks that have not been collected by the Participant in good time.
- f. If the artworks are not collected on the day and at the time specified above, storage charges will be payable. For the first seven calendar days, commencing on the last day of the Fair, these amount to €10 per artwork per 24-hour period. Thereafter, €5 per artwork per 24-hour period (amounts include VAT).
- g. If a work of art has not been collected three months after the end of the Fair, the Organisation will issue the Participant with a single written notice to collect the works in question within a reasonable period. If the Participant fails to comply, the works in question shall be forfeited to the Organisation without compensation. The Participant hereby agrees, in advance and for that specific situation, to the legal transfer of ownership of the artwork in question to the Organisation.

10. Sale of exhibited works of art

- a. The exhibited works of art may be offered for sale and sold on the spot or at a later date.

- b. The Participant shall determine the selling prices of the exhibited artworks themselves.
- c. No commission is payable to the Organisation on sales made directly by the Participant.
- d. If an exhibited work is sold and taken away immediately by the buyer, it may be replaced by another work of the same standard or a higher standard than the work in question. If the work is not taken away immediately, the sale must be indicated on or near the work, preferably with a red sticker.
- e. If the Organisation, rather than the Participant, arranges, facilitates and/or handles the administrative aspects of the sale of a work of art, the Organisation is entitled to deduct €30 (excluding VAT) in administrative costs from the amount to be paid to the Participant. The Organisation is not a party to the contract of sale between the Participant and the buyer, unless expressly agreed otherwise in writing.

11. Listings of Participants and publication of images

- a. The Organisation will list the names of the Participants in the manner and at the locations it deems appropriate. As a rule, this includes, amongst other things, a listing on the Fair's website, in the catalogue and on the floor plan.
- b. These listings are free of charge for Participants, unless explicitly agreed otherwise in advance. If there are costs associated with listings, these will be explicitly communicated to the Participant concerned, whereupon the Participant is free to give or withhold consent.
- c. Participants grant the Organisation a non-exclusive, worldwide and royalty-free licence to use, publish and reproduce their name, portrait photographs, biographical details and images of artworks for promotional, publicity and informational purposes relating to the Fair and future Fairs organised by the Organisation. The licence referred to in this paragraph includes, amongst other things, use on the Organisation's websites, social media, newsletters, press releases, catalogues, promotional material, printed matter and other means of communication.
- d. The Participant warrants that he or she is authorised to grant the consent referred to in paragraph (c) and indemnifies the Organisation against any claims by third parties arising from the use of the photographs, images, texts or other materials supplied by the Participant.

12. Insurance cover for works of art

- a. Upon Registration, Participants may make use of the option offered by the Organisation to have works of art covered by the insurance scheme taken out by the Organisation. This scheme applies only if this option has been selected by the Participant and the applicable fees have been paid.
- b. The insurance scheme applies exclusively to the relevant Fair and only during the insurance period specified by the Organisation. Unless otherwise stated, cover commences from the moment the works of art are placed in the Stand and ends

- when the works of art are removed from the Stand, but no later than the closing time of the Fair as specified by the Organisation.
- c. To participate in the insurance scheme, a fee set by the Organisation is payable for every €5,000 of sales value of artworks, as stated on the Website. An excess of €250 applies to every claim payment.
 - d. The Participant must provide the Organisation with a fully and truthfully completed insurance form no later than at the time of, or immediately after, setting up the Stand, including a list of the works of art to be insured and their respective sales values.
 - e. The insurance scheme provides cover exclusively for the works of art declared by the Participant in accordance with paragraph d and for which cover has been granted.
 - f. The scope of cover, the conditions for claims settlement, the excess and any limitations of the insurance scheme are set out in the insurance form provided by the Organisation. The Participant is personally responsible for familiarising themselves with this information. The final assessment of a claim shall be made in accordance with the applicable insurance policy. The Organisation acts solely as an intermediary and has no influence on the assessment or settlement of a claim by the insurer. Upon the Organisation's first request, the Participant must provide all information necessary for the settlement of the claim.
 - g. If a claim for damage or loss can be made under another insurance policy held by the Participant or a third party, a claim must first be submitted under that policy.
 - h. The Organisation shall not be liable for the loss, theft or damage to works of art, except to the extent that the loss is actually compensated under the insurance scheme referred to in this article and the Organisation has received the relevant payment from the insurer.
 - i. The Participant guarantees the accuracy and completeness of the information provided. Incorrect, incomplete or misleading information may result in the refusal or restriction of cover and shall be entirely at the Participant's own expense and risk.
 - j. The insurance scheme relates exclusively to the works of art specified. Other items belonging to the Participant, including packaging materials, tools, personal effects, electronic equipment and other goods, are not insured, unless expressly agreed otherwise.

13. Liability, suggestions and complaints

- a. The Organisation strives to organise the Fair with the utmost care and is open to suggestions for improving its services. The Organisation is under no obligation to act on suggestions made by Participants and is not required to provide any compensation in this regard.
- b. Despite the great care taken to fulfil agreements made, it is possible that the Organisation may make an error. Complaints must be submitted in writing to the Organisation within ten days of the cause of the complaint arising. Failure to report a complaint in good time may result in the Participant no longer being able

- to rely on the defect in question. In all cases, a response to a complaint will be provided within one week.
- c. The Organisation is only liable for the fulfilment of its obligations under the Agreement. Directors, employees, volunteers, auxiliary persons and third parties engaged by the Organisation cannot be held directly liable by Participants, except in cases of wilful misconduct or gross negligence.
 - d. Any liability on the part of the Organisation, on whatever grounds and regardless of the basis thereof, is limited to the amount of the Participation Fees paid by the Participant in question to the Organisation for the relevant Fair.
 - e. The Organisation is liable only for direct loss that is the direct consequence of an attributable failure on the part of the Organisation. Liability for indirect loss, consequential loss, loss of profit, lost sales and damage to reputation is excluded.
 - f. The Organisation shall not be liable for the loss, theft or damage to works of art, materials or other property belonging to Participants during transport, storage, set-up, the Fair, dismantling or at any other time. In the event of damage to or theft of the exhibited works of art, the Participant may make use of the insurance option described in Article 12.
 - g. The limitations of liability set out in this article shall not apply insofar as the damage results from wilful misconduct or gross negligence on the part of the Organisation, or insofar as the exclusion or limitation of liability is not permitted under mandatory law.

14. Miscellaneous provisions

- a. Notwithstanding the care taken by the Organisation in managing its Website(s) and in the planning, organisation and running of the Fair, it is possible that the information provided and/or displayed may be incomplete or incorrect. The Organisation cannot be held liable for any printing, spelling, typesetting or other errors of any kind in the material published by the Organisation, and such errors shall in no way give rise to any obligation on the part of the Organisation.
- b. The Organisation reserves the right to change the location, layout, stand construction or format of the Fair if, in the Organisation's opinion, there are reasonable or compelling grounds for doing so. In such cases, Participants will retain a Stand of comparable size. Such a change shall not entitle the Participant to compensation, a price reduction or termination of the Agreement.
- c. The Organisation reserves the right to cancel, postpone or reschedule the Fair without being liable in any way for compensation to Participants or third parties. In the event of cancellation (other than due to force majeure as referred to in sub-paragraph (d) of this article), the Participation Fees already paid will be refunded within 14 days, less a 10% deduction for administration and organisation costs.
- d. If the Fair has to be cancelled, rescheduled, modified or shortened as a result of force majeure or unforeseen circumstances, including fire, storm damage, flooding, a terrorist threat, emergencies at the exhibition venue (for example, a bomb threat or risk of collapse), government measures, the exhibition venue being inaccessible, threat of war, an epidemic/pandemic or other circumstances

- beyond the Organisation's control, the Organisation shall not be liable for the consequences thereof. In such cases, Participants shall not be entitled to claim compensation or a refund of any amounts due and/or paid for participation. The Organisation shall endeavour to hold the Fair at a later date or to offer participation in one or more other Fairs to be organised by the Organisation.
- e. The Organisation is entitled to exclude a Participant from participation with immediate effect if the Participant in question acts in any way contrary to these Terms and Conditions, fails to follow the Organisation's instructions, or, in the Organisation's opinion, behaves in such a way that the good order, safety, quality or reputation of the Fair is or may be harmed as a result. In such a case, there shall be no entitlement to a refund of any sums paid or to compensation.
 - f. Any agreements between the Organisation and the Participant that deviate from these Terms and Conditions shall only apply if they have been set out in writing.
 - g. If any provision of these Terms and Conditions is inapplicable, void or is set aside, the remaining provisions shall remain in full force and effect. The parties shall replace the provision in question with a provision that approximates its intended purpose as closely as possible.
 - h. The Agreement between the Participant and the Organisation and these Terms and Conditions are governed by Dutch law.
 - i. Any dispute concerning the validity, interpretation, performance or termination of these terms and conditions and the agreement of which these terms and conditions form part shall be settled exclusively by the District Court of Limburg, sitting in Roermond.
 - j. The Organisation processes personal data in accordance with the applicable data protection legislation. Further information on this is set out in the [privacy policy](#) on the Website.