

General conditions

Article 1 Definitions

In these Regulations, the following terms have the following meaning:

1. ARC: ARC and/or one of its subsidiaries, and (co-)organisers of an exhibition, as well as the (legal) person in cooperation with whom the exhibition is being organised and their authorised representatives.
2. Exhibitor the natural or legal person who makes a participation contract with ARC.
3. Co-exhibitor the natural or legal person who does not make a participation contract with ARC himself but who shows displays articles within an exhibitor's stand space or presents himself at such stand in some other way.
4. Accommodation lessor: the natural or legal person who leases the location where the exhibition is to be held to ARC.
5. Exhibition accommodation the location where the exhibition takes place, as made available by the accommodation lessor.
6. Binding registration form the document by means of which the exhibitor enters into the participation contract.
7. Participation contract the contract between ARC and the exhibitor created by ARC sending a participation confirmation.
8. Exhibition: the spring and autumn show of the collectors trade show in respect of which the participation contract is made.
9. Articles: the articles which the exhibitor displays at the exhibition and/or services he provides.
10. Stand space: the table or stall which ARC makes available to the exhibitor; the location, size and type is specified by ARC.
11. Participation costs all costs which the exhibitor owes ARC in connection with his participation in the exhibition, including costs relating to the stand space and all other costs.

Article 2 The participation contract

1. The participation contract entails that ARC, in return for payment of the participation costs, makes a specific stand space available to the exhibitor during the agreed period
2. The exhibitor has the following participation options:
 - a) Subscription: for an indefinite period of time, until notice of termination, the exhibitor will have a fixed location for his stand space at the spring and autumn exhibition.
 - b) Comfort for one specific exhibition (the spring exhibition or the autumn exhibition) the exhibitor will have his specified preference location. The exhibitor has no further participation obligations in respect of subsequent shows.
 - c) Budget: ARC determines the exhibitor's location. Upon allocation of the location, ARC will take as much account as possible of the sector requested by the exhibitor. The exhibitor has no further participation obligations in respect of subsequent shows.
3. These Regulations form an integral part of the participation contract
4. If the participation contract is made with regard to various stand spaces, the provisions of these Regulations apply to every individual stand space.
5. Wishes which the exhibitor sets out on and changes and additions which the exhibitor makes on the binding registration form, and other deviating (from these Regulations) or additional agreements only form part of the participation contract, if ARC has confirmed such in writing.
6. The exhibitor is fully responsible and liable for the performance of all obligations which are the result of making the participation contract.
7. The exhibitor states to accept all consequences of the registration which ensue from the signing of the binding registration form, including if the form has been signed by a person without signing authority.
8. After signing the binding registration form and before making the participation contract in accordance with Article 1 Paragraph 8, in these Regulations the term 'participation contract' is to be read as 'binding registration form' and the term 'exhibitor' is to be read as 'applicant'
9. If ARC has fixed a term for submission of a document by the exhibitor, the date of the postage stamp will be decisive to determine whether the document sent in was submitted in time.
10. After submission of the binding registration form signed by the exhibitor, the exhibitor can only cancel his registration in one of the cases referred to in Article 6.
11. ARC reserves the right to reject the registration on the basis of over-subscription, special reasons such as fear of disturbance of the peace, or if necessary without stating any reasons.
12. The exhibitor cannot invoke any claim that his registration was granted verbally.
13. The exhibitor is not entitled to transfer his registration to a third party.
14. Without prejudice to the provisions of Article 20 paragraph 1, these Regulations only apply to the legal relationship between ARC and the exhibitor. Unless otherwise stipulated, third parties, including co-exhibitors, cannot derive any rights from these regulations.

Article 3 Dates, times and exhibition accommodation

1. ARC will determine the dates on which and the exhibition accommodation in which the exhibition is to be held, as well as the times for stand construction, the exhibition times and stand break down
2. If in the opinion of ARC special circumstances justify such, ARC can change the dates, times and/or exhibition accommodation established for the exhibition, or decide that an exhibition will not go ahead.
3. Special circumstances as referred to in the preceding paragraph include market circumstances and all other circumstances which, after weighing the interests, can endanger the success of the exhibition in the opinion of ARC.
4. In the event of a change in the established dates, times and/or exhibition accommodation, the participation contract will remain in full effect. If ARC decides, pursuant to Paragraph 2,

that the exhibition cannot go ahead, ARC is, if the circumstances give rise to such, entitled to withhold or receive a maximum of 20% of the total participation costs owing from the exhibitor to cover the costs of preparation. In all cases the exhibitor is bound to pay the other costs made by or on behalf of ARC in connection with his participation on his request in full.

5. In no case can the exhibitor make any claim vis-à-vis ARC in respect of any compensation of costs made or loss suffered in connection with a decision as described in Paragraph 2 of this article.

Article 4 Layout

1. During the agreed period the exhibitor is entitled to the stand space as determined by ARC in the participation confirmation. The location and type of stand space determined by ARC are binding. Subscription holders can only change the location and type of stand space determined by ARC in accordance with the provisions of Paragraph 2 of Article 6.
2. When determining the location and type of the stand space as referred to in Paragraph 1, ARC will take as much account as possible of the participation option as referred to in Paragraph 2 of Article 2 announced by the exhibitor.
3. On the grounds of exceptional circumstances ARC is at all times entitled prior to the start of exhibition to revise the layout of the exhibition and to change the stand space allocated to the exhibitor or change or regroup groups. In such case ARC will endeavour to offer the exhibitor a stand space which has a comparable location.
4. Costs made by the exhibitor in connection with revising layout are at the exhibitor's expense.

Article 5 Prices and payment

1. For subscription holders, the prices fixed for stand space of 2005 will not be revised up to and including 2006, subject to an inflation correction on the basis of the consumer price index figure (CBS) of the preceding year, as annually determined by the CBS in March.
2. Payment of the participation costs and all other payments must be made within fourteen days after the invoice date, all without discount or compensation, unless a different due date is set out on the invoice. For subscription holders, the annual participation costs will be invoiced in two equal instalments (spring and autumn show)
3. ARC has the right to invoice as soon as the participation contract has been made.
4. The exhibitor is liable for all costs owing to ARC which are in any way connected with his participation, regardless of whether these costs were made by the exhibitor himself or by third parties acting in his name.
5. Even if a different invoice address has been specified, the exhibitor will remain severally liable vis-à-vis ARC for the payment of all costs connected with his participation
6. In the event of late payment of any amount owing to ARC, the statutory interest will be charged as of the time when he claim has fallen due. Collection costs are at the exhibitor's expense, whereby the extra judicial collection costs are fixed at 15% of the principal.
7. ARC is entitled to first of all apply payments made in respect of a participation to outstanding claims in the name of the exhibitor in relation to earlier participations.
8. If the exhibitor has not paid the participation costs or any other amount owing to ARC (in full) before the start of the construction of the exhibition, ARC is entitled, after a written or verbal reminder and notice of default, to deny the exhibitor admission to the (construction of) the exhibition and/or to deem the participation contract terminated with immediate effect. In such case the exhibitor is bound to pay the full participation costs, and all other costs owing to ARC in full, without having any claim to compensation of costs made and/or loss suffered in whatever sense, with regard to the denial of admission to the exhibition and/or the termination of the participation contract.

Article 6 Cancellation, termination and dissolution

1. In addition to the grounds mentioned in paragraphs 2 to 8 inclusive of this article, the exhibitor may only cancel his registration or participation in accordance with the following payment schedule:
 - Cancellation up to 365 days (1 year) before the start of the exhibition: 25% of the participation costs;
 - Cancellation from 365 to 182 days (0.5 years) before the start of the exhibition: 50% of the participation fee;
 - Cancellation from 182 to 91 days (0.25 years) before the start of the exhibition: 75% of the participation fee;
 - Cancellation from 91 days before, to the day of the start of the exhibition: 100% of the participation fee
- 'Start of the exhibition' means the first day of construction of the exhibition. Cancellation must be effected by recorded mail.
2. Subscription holders can terminate or change (e.g. the location, number of tables/stalls) their participation contract by recorded mail up to 5 working days after the autumn show of the exhibition, as of the new calendar year. The option of terminating or changing the participation contract is only reserved for subscription holders who have participated in the exhibition for a full calendar year. Exhibitors who have started to participate in the exhibition halfway through the calendar year can first terminate or change their participation contract within five days after the autumn show of the next calendar year. In the event of late termination or change the subscription will be automatically extended by one year, unaltered.
3. If the exhibitor, due to special circumstances beyond his control, to be evaluated by ARC, cannot participate in the exhibition, ARC can dissolve the participation contract on the exhibitor's request. In such case ARC is entitled to invoice or withhold 20% of the total participation costs. The exhibitor will also continue to owe all costs which ARC made on the exhibitor's request in connection with his participation.
4. In the event a petition is presented for a moratorium on payment or bankruptcy in respect of the exhibitor at any time after the making of the participation contract the participation contract will be dissolved by the mere arising

of the above-mentioned petition and the exhibitor will continue to owe the full participation costs, and the other costs made in connection with his participation by ARC on his request without prejudice to ARC' right to claim costs, loss and interest.

5. In the event ARC has well-founded fears that the exhibitor's participation in the exhibition could in any way cause harm to ARC, the exhibitor or other exhibitors at any time after the making of the participation contract ARC has the right to dissolve the participation contract by recorded mail with immediate effect. In such case the exhibitor will continue to owe the full participation costs and the other costs made in connection with his participation on his request by or by means of ARC, without prejudice to the right of ARC to claim costs, damage and interest.
6. ARC reserves the right to terminate ongoing subscriptions effective as of the following calendar year before 1 July of any year, without giving any reasons.
7. The provisions of Paragraph 9 of Article 2 apply in respect of establishing the time periods set out in this article.
8. Cancellation, termination or dissolution on the basis of this article can never be grounds for compensation by ARC of any costs made or loss suffered by the exhibitor.

Article 7 Additional products and services

1. ARC can, which may or may not be in return for payment by the exhibitor, offer additional products and services on behalf of the exhibitor.
2. These Regulations apply mutatis mutandis to all additional products and services supplied by or on behalf of ARC. If third parties are engaged in this respect, unless otherwise stipulated, the delivery conditions of such third parties do not apply.
3. If and insofar as applicable, ARC will determine the way in which publicity notices are edited and reserves the right if necessary, to abbreviate the exhibitor's details or in some other way deviate from the exhibitor's specifications, without giving any reasons.
4. If the exhibitor mentions articles and/or services offered by him in his publicity notices, he can only mention those articles and/or services which are both part of his product/service range and which – in the opinion of ARC – belong to the exhibition programme of the relevant exhibition.

Article 8 Service and exhibitor badges

1. ARC and/or the accommodation lessor will determine the ticket prices for the exhibition.
2. ARC will give stand construction passes and exhibitor badges to those people the exhibitor has charged with carrying out work in his stand space.
3. During the periods in which setting up, maintenance and vacating of the stand space takes place, the relevant person will be allowed to enter the exhibition accommodation upon presentation of a valid stand construction pass/exhibitor badge.
4. During the set-up period, the opening hours of the exhibition and the vacating period, the relevant persons will be allowed to enter the exhibition accommodation upon presentation of a valid exhibitor badge or stand construction pass.
5. ARC is at all times entitled to revoke exhibitor badges and stand construction passes and deny the relevant person(s) entry to the exhibition (accommodation) for well-founded reasons.
6. The number of exhibitor badges /stand construction passes to be furnished can be related to the size of the stand space

THE EXHIBITION

Article 9 Stand construction and setting up of the stand space

1. The exhibitor is obliged to construct and set up his stand space during the specified days and times, in accordance with the conditions laid down in this respect by the accommodation lessor.
2. The stand space will be made available to the exhibitor without any set-up or (technical) facilities, unless otherwise stipulated in the participation contract.
3. When setting up the stand space the exhibitor must comply with the provisions of these Regulations, other (safety) rules issued by ARC, the rules issued by the accommodation lessor, public authority and fire department rules and Dutch legislation.
4. On the request of ARC, all plans, designs and/or models for stands must be presented to ARC for approval on the date stipulated by ARC. Only after said approval has been obtained may the construction work start. ARC reserves the right to withhold its approval, without giving any reasons

Article 10 Articles to be exhibited

1. The exhibitor is obliged during the entire term and during the exhibition opening hours to stock the stand space with an adequate range of articles and ensure that it is staffed with sufficient personnel.
2. The exhibitor is not entitled to exhibit or otherwise promote articles in the stand space other than those set out in the participation contract and/or the exhibitor's exhibition programme.
3. During the entire period of the exhibition, including the construction and break down period, the goods of the exhibitor are and remain at his own expense and risk. ARC excludes all liability in respect of damage or loss to or theft of goods of the exhibitor.
4. ARC will refrain from any intervention in disputes, including disputes on intellectual property rights, between exhibitors.
5. Without prejudice to the provisions of Paragraph 4 the exhibitor, with an eye on the success of the exhibition, is not entitled to exhibit articles or make use of a certain name or trademark, if such would infringe the rights of third parties.
6. If ARC requests such, the exhibitor must demonstrate that he is entitled to exhibit the relevant articles or use the relevant name or trademark. If it should appear that the exhibitor is acting contrary to the provisions of the preceding paragraph, or if the exhibitor cannot comply with ARC' request, ARC is entitled to remove the relevant articles at the exhibitor's expense and risk and to take all other measures which it seems

necessary. In such case the exhibitor cannot make any claim vis-à-vis ARC in respect of compensation of costs made or loss suffered.

7. Other exhibitors cannot derive any rights vis-à-vis ARC from the provisions of Paragraphs 4, 5 and 6.

8. The trade of pirated sound carriers, illegal compilation albums, counterfeit CD's and bootlegs, is a criminal offence under the Dutch Copyright Act and the Law on the Neighbouring Rights.

Article 11 Use of the stand space

1. The exhibitor is not entitled:

a) to allow third parties the use of the stand space in whole or in part or to use the space for a purpose other than that described in the participation contract.

b) to make such use of the stand space that other exhibitors or visitors will suffer loss and/or nuisance there from in the form of noise nuisance, hindering of access or thoroughways, hindering of light fall or view, or nuisance in any other form, to be evaluated by ARC.

c) to make use in or near the stand space of open, flowing, spouting water and/or spraying water for demonstration of his articles, unless such is with the explicit written consent of ARC and the accommodation lessor. The exhibitor must strictly comply with all instructions issued in this respect.

d) to make use in or near the stand space of machines, devices, stoves, hearths and the like with open fire, unless explicitly permitted or made available by ARC.

e) to use or store dangerous substances and/or goods, including highly flammable substances, gases or chemical pesticides or radioactive goods, in or near his stand space.

f) to place or affix goods, furniture, hanging signs or advertising material outside or above the stand space in the broadest sense.

g) to hand out or offer flyers or other advertising material outside of the stand space.

h) to make photographic, film or video recording of other objects than the own stand space, which right is exclusively reserved for ARC.

i) to ask admission fees or some other type of remuneration from visitors for visiting the stand space or attending demonstrations, presentations and the like in the stand space.

j) to develop activities in or around his stand which, in the opinion of ARC, could be harmful for the exhibition in a general sense, such as activities which can be offensive for certain (groups of) people, activities which are contrary to public order and good morals, and activities which can otherwise harm the exhibition's image.

k) to operate catering activities in or around his stand space, other than the provision of small consumptions to the visitors of the stand space

l) to hold a survey among the exhibition visitors.

2. The exhibitor must himself take care of the supervision of his stand space and the goods present therein, unless binding rules have been issued by the accommodation lessor in this respect.

Article 12 Permits and exemptions

The exhibitor is obliged to himself take care of the application for all permits and exemptions necessary in connection with participation in the exhibition.

Article 13 packing

Empty packing may not be placed outside of the space designated by ARC.

Article 14 Moving of goods

1. The exhibitor is not permitted to move goods during the exhibition opening hours.

2. The exhibitor will himself take care of the transport, arrival and receipt of his goods or goods supplied for his participation. ARC will not take receipt of any goods of the exhibitor, nor will it be liable therefore in any way.

Article 15 Cleaning

During the exhibition the exhibitor is obliged to ensure that his stand space is cleaned.

ARC will take care of cleaning the other areas, such as the aisles.

Article 16 Waste removal

1. Within the time periods stipulated therefore the exhibitor is obliged to break down his stand, vacate the stand space and present it empty and clean, in accordance with the relevant stipulations of the accommodation lessor.

2. The exhibitor is obliged to return the stand space to its original condition. Any damage to property of the accommodation lessor are at the exhibitor's expense.

3. Goods which are left behind, including waste, will be removed at the exhibitor's expense and risk.

Article 17 Stand break down

The exhibitor is responsible for the removal of all his waste material in conformity with the instructions given by the accommodation lessor.

FINAL PROVISIONS

Article 18 Intellectual property rights

1. ARC is entitled to the intellectual property rights related to the exhibition, including at least the (trademark) name, logo(s) and the exhibition illustration.

2. ARC can grant the exhibitor the right to use the (trademark) name, logo(s) and/or the exhibition illustration for promotional purposes. In such case the exhibitor will only use these trademarks and/or illustrations in the manner in which they have been made available by ARC. The exhibitor is therefore not permitted to use the trademarks and/or illustrations for other purposes than the promotion of the exhibition, or to change them in any way.

3. In the event of breach of the provisions of Paragraph 2, the exhibitor is obliged upon ARC' first request to cease the use of the relevant trademark or illustration.

Article 19 Other rules and deviations from the Regulations

1. In the framework of a smooth running of the exhibition, ARC is entitled to issue supplementary (safety) rules.

2. The exhibitor is obliged to promptly and fully comply with the rules referred to in Paragraph 1 and furthermore all rules issued by the accommodation lessor and public authority regulations (including fire department regulations) referred to in Paragraph 3.

3. In the event of a conflict between these Regulations and any other rule issued by ARC and/or the accommodation lessor, the accommodation lessor or a public authority, the exhibitor must contact ARC. ARC will then determine which rule will prevail in a specific case.

4. If provisions of these Regulations conflict with the conditions which have been enclosed with the binding registration, the conditions of the registration form will prevail.

Article 20 Liability

1. The provisions of these Regulations apply mutatis mutandis to the third parties which the exhibitor has engaged with regard to his exhibition participation, such as stand builders and suppliers, and to possible co-exhibitors of the exhibitor.

2. The exhibitor guarantees to ARC and the accommodation lessor, and will at all times remain severally liable for the performance of the provisions of these regulations and all other rules as referred to in article 19.

3. If the exhibitor does not perform any provision of these Regulations or any other rule given as referred to in Article 19, or does not perform such in time or properly, ARC is entitled to take all measures which it seems necessary, including, but not limited to:

a) denial of admission to the (construction of the) exhibition;

b) closing the exhibitor's stand space and/or removing, storing and/or destroying certain goods there from at the exhibitor's expense and risk;

c) denial of the exhibitor's participation in future exhibitions; the foregoing is without prejudice to the exhibitor's obligation to pay the full participation costs and all other costs owing.

4. The exhibitor is liable to compensate ARC for all direct and indirect loss which ARC suffers as a result of default on the part of the exhibitor, including non-performance, improper performance or late performance of any provision of these Regulations and/or other rules as referred to in Article 19. The exhibitor indemnifies ARC against claims of third parties, including the accommodation lessor.

5. The exhibitor must take out sufficient insurance in relation his participation in the exhibition

6. ARC is not liable for any damage or loss, direct or indirect, suffered by the exhibitor, his personnel or visitors - including consequential damage, loss of profit and loss due to theft, destruction or whatever cause - unless there has been intent or gross negligence on the part of ARC.

7. ARC is not liable for any damage or loss, direct or indirect, suffered by the exhibitor, his personnel or visitors, arising because the rules of these Regulations and the rules referred to in Article 19 have not been complied with, have not been complied with in time or have not been complied with properly.

8. ARC is not liable for the direct or indirect loss suffered by the exhibitor which is the result of non-performance of any obligation ensuing from a contract made between the exhibitor and a third party (including the accommodation provider) relating to the provision of services in connection with the exhibitor's participation in the exhibition.

Article 21 Changes and disputes

1. ARC reserves the right to change these Regulations during the term of the participation contract. The exhibitor will be given written notice of such change.

2. ARC will decide in cases for which these Regulations make no provisions.

3. All disputes arising between ARC and the exhibitor in connection with the participation contract, these Regulations or any other agreement made between the parties in connection therewith, will be adjudicated in accordance with Dutch law by the competent court in Utrecht.

4. The Dutch text of the participation contract, these Regulations or any other agreement made between the parties in connection therewith, is decisive.

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