

# TEFAF

## TEFAF GENERAL TERMS & CONDITIONS OF APPLICATION AND PARTICIPATION

### ARTICLE 1 - DEFINITIONS

In these General Terms & Conditions, the following terms are defined as set forth below:

- Applicant: an art gallery or other entity interested in participating in the Fair that is in the art business (at the highest level) and should have submitted to the Management a duly completed Application including the requested annexes.
- Application: the official application as provided by TEFAF through its website ([www.tefaf.com](http://www.tefaf.com)) or via e-mail or post, including any annexes.
- Article: an article of the General Terms & Conditions.
- Executive Committee: the executive committee of TEFAF.
- Fair: the next art fair, as annually organized by TEFAF in the Hall.
- Future Fair(s): art fair(s) as organized by TEFAF, after the Fair
- General Terms & Conditions: TEFAF General Terms & Conditions of Application and Participation.
- Hall: MECC Maastricht.
- Management: the CEO of TEFAF and his/her staff, who – in addition to other tasks - oversees the selection process on the selection of Participants in the Fair as per the Selection Protocol.
- Participation Contract: the binding written agreement of participation in the Fair between TEFAF and the Participant, under the conditions as set out in the Participation Contract, the Application, the General Terms & Conditions, the Selection Protocol and the Vetting Guidelines.
- Participant: an Applicant that is selected for the Fair by TEFAF and has submitted to TEFAF a Participation Contract signed by TEFAF and the Participant.
- Selection Committee: a structure of several committees, consisting of an overarching selection committee and nine section selection committees, that decide on the selection of applicants as Participants and which are governed by the Selection Protocol.
- Selection Criteria: a non-exhaustive list of criteria in random order set forth in the Selection Protocol used by the Selection Committee to select Participants for the Fair.
- Selection Protocol: a set of rules, criteria and procedures applying to the Selection Committee and the selection process of Applicants.
- TEFAF: Stichting The European Fine Art Stichting (The European Fine Art Foundation), legally registered in Maastricht, Netherlands, and organizer of the Fair.
- TEFAF Section: the TEFAF Maastricht Fair is divided into the following sections, each representing a department of participants: Paintings, Antiques, La Haute Joaillerie, Tribal, Modern, Ancient Art, Design, Works on Paper, Specials, Business Stands, or such other sections as the

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- Executive Committee may have determined for the relevant fair.
- Vetting Committee: a committee that decides on the admission of works of art to the Fair and advises the Selection Committee on the selection of Participants to the Fair. The Vetting Committee is composed of international art specialists, who are selected on the basis of their integrity, independence and expertise, as specified in the Vetting Guidelines. The Vetting Committee may at all times be represented by one or more of its members or its chairman.
  - Vetting Guidelines: a set of regulations published on TEFAF's website ([www.tefaf.com](http://www.tefaf.com)) that are applied by the Vetting Committee to the vetting procedure.
  - Visitor: a natural person or legal entity attending the Fair in the Hall, not having been contracted by TEFAF to work at the Fair.

## **ARTICLE 2 – ACCEPTANCE OF THE GENERAL TERMS & CONDITIONS**

1. In submitting an Application to TEFAF, the Applicant unconditionally accepts the General Terms & Conditions, the Selection Protocol, and the Vetting Guidelines - which can be found on and downloaded from [www.tefaf.com](http://www.tefaf.com) - as binding for it as well as for its company/employees and representatives, and declares it has received and read a copy of the General Terms & Conditions, the Selection Protocol, and the Vetting Guidelines before submitting the Application.
2. The applicability of any other general terms and conditions of the Applicant or third parties is rejected by TEFAF.
3. Departures from the General Terms & Conditions, the Application, the Participation Contract, the Selection Protocol or the Vetting Guidelines are only valid when agreed in writing between the parties involved. Any reservations expressed by the Applicant shall be ineffective and shall be considered as not having been written.
4. The Applicant agrees that its data may be used and processed by TEFAF or by a company appointed by TEFAF and that said data may be forwarded to a contractual partner of TEFAF to enable such a partner to supply services in connection with participation at the Fair or otherwise.

## **ARTICLE 3 - FORMATION OF A PARTICIPATION CONTRACT**

1. If TEFAF selects an Applicant as a Participant (see Article 6), TEFAF will send this Applicant a Participation Contract signed by TEFAF with the request to sign this Participation Contract and submit it to TEFAF before the published deadline.
2. A Participation Contract for the Fair is concluded after the Participant submits to TEFAF a Participation Contract signed by TEFAF and the Participant.
3. In submitting the Application, the Applicant makes a commitment to participate in the Fair and to sign the Participation Contract for the Fair if the Applicant is selected for the Fair by the Selection Committee and receives a Participation Contract signed by TEFAF.
4. If a Participation Contract is concluded, parties remain subject to the General Terms & Conditions in addition to the provisions of the Application, the Selection Protocol, and the Vetting Guidelines.

## **ARTICLE 4 - NON-PERFORMANCE**

1. In case of failure by the Participant/Applicant in performance of one or more of its obligations under the Participation Contract, the Application, the General Terms &

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Conditions, the Selection Protocol or the Vetting Guidelines, including but not limited to financial obligations, TEFAF may decide and is entitled to:

- a. terminate the Participation Contract wholly or in part with immediate effect and to deny the Participant/Applicant entrance to the Fair, or to suspend performance of its obligations under the Participation Contract, and/or
  - b. take these circumstances into consideration in the selection for Future Fair(s).
2. In addition to paragraph 1 of this Article, TEFAF may decide and is entitled to terminate the Participation Contract and/or take these circumstances into consideration in the selection decision for Future Fair(s) as referred to in paragraph 1 of this Article, if:
    - a. it is established that all or part of the performance by the Participant/Applicant without failure will be impossible; TEFAF concludes from communication with the Participant/Applicant that the latter will fail to fulfil all or part of its performance;
    - b. TEFAF has good reason to fear that the Participant/Applicant will fail to fulfil all or part of its performance.
  3. TEFAF may also terminate the Participation Contract with immediate effect and/or decide that a selected Applicant may not participate in the Fair in the situation that the Applicant/Participant fails to timely submit the Participation Contract and/or to pay the Participation costs as set out under Article VIII paragraph B and C of the Main Fair Application.
  4. TEFAF may also terminate the Participation Contract with immediate effect and/or take these circumstances into consideration in the selection decision for Future Fair(s) in case of any of the following:
    - a. a change of ownership of the Participant's/Applicant's gallery;
    - b. closure of the premises of the Participant's/Applicant's gallery;
    - c. bankruptcy of the Participant's/Applicant's gallery;
    - d. continuing negative publicity relating to the Participant/Applicant.
  5. A formal written notice of default prior to termination by TEFAF is not required. The termination by TEFAF can be effected by sending the Participant written notification or notification by electronic means.
  6. The termination of the Participation Contract releases TEFAF from its obligations under the Participation Contract, the Application, the General Terms & Conditions, the Selection Protocol, the Vetting Guidelines and any other contractual obligation to the Participant. The Participant indemnifies TEFAF in full and TEFAF is not liable for any consequential or other loss sustained by the Participant as a result of termination of the Participation Contract.
  7. The termination of the Participation Contract by TEFAF as referred to in paragraphs 1, 2 and 3 of this Article does not release the Participant/Applicant from its financial or other obligations under the Participation Contract, the Application, the General Terms & Conditions, the Selection Protocol, and the Vetting Guidelines. On the date of notification of termination by TEFAF, as referred to in paragraph 4 of this Article, the total amount owed to TEFAF becomes immediately payable to TEFAF, together with all subsequent costs of collection.

## **ARTICLE 5 - CANCELLATION, TERMINATION, POSTPONEMENT OR ADAPTATION OF THE FAIR**

1. If there are pressing reasons, TEFAF may cancel the Fair, terminate it, postpone it or adapt its operation (including but not limited to reducing the duration of the Fair or changing the venue of the Fair).
2. A pressing reason could, for example, be force majeure (including but not limited to war, political unrest, strike, flood, bird flu, fire, robbery, financial crisis, breakdown or suspension of transportation facilities, or unavailability of the Hall or a major part thereof), an order by the authorities or any other event not attributable to TEFAF that prevents or hinders TEFAF from organizing the Fair in the normal form.

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3. If the Fair is cancelled, terminated, postponed or adapted, TEFAF shall be released from its contractual duty to perform and Participants and Applicants shall have no claim against TEFAF for performance or withdrawal from the contract or compensation.
4. If all or part of the Fair is cancelled as a result of pressing reasons, any payments already made by a Participant will be reimbursed after deduction of any expenditure already incurred by TEFAF in connection with organizing the Fair.

## **ARTICLE 6 – CONDITIONS AND PROCEDURE OF THE SELECTION OF APPLICANTS**

1. TEFAF endeavours to create optimum conditions for the Participants and visitors at the Fair by prioritizing the quality and balance of galleries and artworks present at the Fair, monitoring the art market and taking account of developments in the art market, as well as the limited availability of stands in the Hall and the competition for participation among Applicants with a similar art profile. In aiming to achieve these objectives, the Selection Committee selects the Participants to the Fair according to the Selection Protocol. For the purpose of achieving these objectives, the Selection Committee may also by its own initiative invite galleries to participate in the Fair.
2. Each gallery interested in participating in the Fair should submit to TEFAF a duly completed Application, before the published deadline. All Applicants are fully evaluated each year, regardless of how long the Applicant has participated. Participation in previous Fair(s) does not give the right to participate in the Fair and/or Future Fair(s). Incomplete Applications may not be considered.
3. The Vetting Committee gives non-binding advice to the Selection Committee regarding the selection of the Applicant. This advice of the Vetting Committee is given based on factors as specified further in the Vetting Guidelines and the Selection Protocol. The Management oversees the selection process.
4. Every Application is subjected to a thorough internal examination by the Section Selection Committees as per the Selection Protocol until their recommendations are given to the Overarching Selection Committee. Their recommendations become final upon approval of the Overarching Selection Committee, which furthermore has the responsibility to ensure compliance of the recommendations by the Section Selection Committees with the Selection Protocol. The Selection Committee may involve third parties to assist in the overall assessment of Applicants.
5. TEFAF may at any time request the Applicant to submit to TEFAF additional documentation and information (including but not limited to a certificate of good conduct or a comparable certificate, financial documents and official documents confirming that the Applicant has not been bankrupted). Failure of the Applicant to submit to TEFAF in a timely way the documentation and information requested by TEFAF may lead to a negative decision by the Selection Committee regarding selection of the Applicant as per the Selection Protocol.
6. If the Selection Committee decides that an Applicant should be admitted to the Fair, a Participation Contract, signed by TEFAF, will be sent to the Participant. If there is a negative decision by the Selection Committee regarding the selection of an Applicant, the Selection Committee informs the Applicant about this decision.
7. The Applicant and the Participant are at all times, both during the Application procedure and after the Participant is selected for the Fair, obliged to inform TEFAF about any information and/or circumstances regarding the Applicant/Participant, or one or more of its employees or representatives, that may be relevant for TEFAF in any way (for example but not limited to bankruptcy or a comparable situation of the Participant/Applicant, incrimination of the Participant/Applicant or one or more of its employees/representatives by legal proceedings or conviction by a court decision). If it is established that:
  - a. the Applicant/Participant violated this obligation to fully inform TEFAF, and/or

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- b. the Applicant/Participant provided TEFAF with false or misleading information at any time, and/or
  - c. the conditions for selection and/or factors are no longer fulfilled,
- TEFAF reserves the right to revoke the Participation Contract and/or terminate the Participation Contract with immediate effect and/or take these circumstances into consideration in the admission decision for Future Fair(s) if the Applicant/Participant applies for Future Fair(s). In that case the Applicant/Participant cannot participate in the Fair and will indemnify TEFAF for any loss or damages incurred.

## **ARTICLE 7 – PRIOR CONTRACT(S) AND PARTICIPATION IN FUTURE FAIRS**

1. Neither TEFAF nor the Participant/Applicant can derive any right with regard to participation in the Fair from any other prior contract/agreement between TEFAF and the Participant/Applicant regarding application or participation. TEFAF and the Applicant/Participant expressly waive the right to invoke possible rights with regard to participation in the Fair that may be derived from any prior contract/agreement between TEFAF and the Participant/Applicant regarding application or participation.
2. Neither TEFAF nor the Participant/Applicant may derive any right with regard to participation in Future Fair(s) from the Participation Contract, and/or the Application, and/or any other prior contract/agreement between TEFAF and the Participant/Applicant regarding application or participation. The Participant/Applicant waives the right to invoke such rights.
3. In case a Participation Contract is concluded, it is concluded for a definite period (a fixed term contract for one art fair as organized by TEFAF annually, therefore for one year) and can furthermore be immediately terminated under the conditions as set forth in these General Terms & Conditions.

## **ARTICLE 8 - PAYMENT TERMS AND CONDITIONS**

1. The costs of participation in the Fair consist of stand costs and general costs. In addition, a Participant who has not participated in either of the four immediately previous TEFAF Maastricht fairs (irrespective of being selected for these fairs) must pay non-recurring administrative costs of € 20,000 excl. VAT to TEFAF before 15 September directly preceding the fair.
2. If a Participant withdraws from the Participation Contract after it is concluded, or if the Applicant refuses to sign the Participation Contract, the Participant/Applicant is liable to pay compensation. This compensation amounts to EUR 5.000 (excluding VAT) if the Participant withdraws from the Participation Contract or the Applicant refuses to sign the Participation Contract more than 3 months before the start of the Fair. If the Participant withdraws from the Participation Contract or the Applicant refuses to sign the Participation Contract less than 3 months before the start of the Fair, the Participant/Applicant is liable to pay the full amount of participation in the Fair (stand costs, general costs, non-recurring administrative costs (if applicable) and any additional costs incurred by TEFAF).
3. The Participants will receive the following invoices from TEFAF:
  - a. First Invoice: general costs and non-recurring administrative costs (if applicable);
  - b. Second Invoice: stand costs;
  - c. Third Invoice: advance payment of final invoice (estimated stand building costs, catalogues ordered, invitations used etc.);
  - d. Final Invoice: debit or credit of Third Invoice, additional costs incurred etc., payable within 15 days of date of final invoice.

The Participant has no right to offset or suspend payment. All payments are made in euros into the bank account of TEFAF. Payments made by cheque must include an additional EUR 75 to cover processing costs.

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4. Any objections of the Participant to an Invoice should be received by the Management within eight days after the Invoice date, otherwise the Invoice will be deemed to have been accepted by the Participant.
5. If the Participant fails to make payment in full before the mentioned deadlines, TEFAF will have the right to exercise a number of legal rights and remedies without a formal written notice being required. These rights and remedies include, but are not limited to, the following:
  - a. charge interest at a monthly rate of 1%, and/or
  - b. charge (judicial and extrajudicial) collection costs (whether or not for involvement of third parties) as established by the BIK (Dutch table of extrajudicial collection costs) or the actual collection costs, and/or
  - c. hold the Participant liable for any legal fees of TEFAF, and/or
  - d. terminate the Participation Contract, which does not release the Participant from its financial or other obligations under the Participation Contract, the Application, the General Terms & Conditions, the Selection Protocol, and the Vetting Guidelines. On the date of notification of termination by TEFAF the total amount indebted immediately becomes due (see Article 4.6), and/or
  - e. suspend performance by TEFAF of the obligations under the Participation Contract, and/or
  - f. take these circumstances into consideration in the admission decision for Future Fair(s) if the Applicant/Participant applies for Future Fair(s).

## **ARTICLE 9 – STAND ALLOCATION**

1. TEFAF allocates the stand area and the stand location. The stand location and area are determined and decided at the sole discretion of TEFAF and are based among other things on the Participant's standing within the sector to which the Participant belongs, taking into account the Fair's overall exhibition concept.
2. The Participant's wishes regarding stand allocation and the stand location of a Participant in one or more previous fairs organized by TEFAF are taken into account, but are not binding.
3. TEFAF's decision regarding the stand location and area is final. The Management has the right at any time to alter the location or arrangement of the stand. If the stand location is altered by TEFAF less than two months before the start of the Fair, TEFAF and the Participant will consult about possible compensation from TEFAF to the Participant for possible investments already made by the Participant, except in the case of force majeure.

## **ARTICLE 10 – STAND CONSTRUCTION AND OPERATION**

1. TEFAF undertakes to supply goods and services as described in the Application and the Participation Contract, such as standard stand construction and promotional activities, to the best of its or its employees'/representatives' abilities. Goods and services other than those specified are the responsibility of the Participant.
2. When accepting the stand area, the Participant will verify its condition and report any possible defects immediately to the Management. If the Participant fails to do this upon arrival, it will be deemed to have accepted the stand area as is.
3. If the Participant wishes to modify the standard stand construction, TEFAF will engage a stand builder on behalf of the Participant. In that case, the Participant informs the stand builder of its wishes and remains in contact with the stand builder so that the Participant and stand builder know when and who is expected at the Hall. The Participant must ensure that construction of the stand starts no later than a date specified annually and that the stand construction activities cause no inconvenience to the other Participants or the stand builder. If there is any inconvenience, the Management is entitled to stop all construction activities. Any waste materials must be held in the stand area or be

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removed immediately from the Hall, and in no circumstances may waste be placed or left in the corridors. Participants must take particular care to keep neighbouring stands and the carpet in the corridors in perfect condition. Stand construction should be completed by the date and time the Participants start delivering works of art to the Hall. Alterations and/or additions to the standard stand construction may only be made by the stand constructor engaged by TEFAF. All costs of the construction of the modified stand will be charged to the Participant.

4. On behalf of the Participants, TEFAF will contract security and surveillance personnel for the general/public areas of the Hall such as corridors. The Participant recognizes that, by participating in the Fair, it assumes security risks that cannot be totally eliminated by security services as contracted by TEFAF on behalf of the Participants. The Participant is fully responsible for security in its stand and must engage its own security personnel for its stand to the extent necessary. TEFAF cannot prevent any legal seizure and/or custody of works of art at the Fair, and will not become involved in any way in any dispute or discussion in this regard. The Participant is liable for any legal fees or other costs incurred by TEFAF relating to such disputes or discussions between a Participant and a third party. TEFAF, its employees, the Vetting Committee and involved third parties accept no liability and/or recourse whatsoever for damage, loss or seizure of exhibits and stand equipment during the time the goods are in the Hall (including but not limited to the stand and storage spaces) and during their transport to and from the stand.
5. Participants are not permitted to share a stand with other galleries or other Participants. It is prohibited to sublet the stand or to cede it in any other way to third parties. If a stand is shared with the express permission of TEFAF, all galleries involved are severally liable for the fulfilment in full of any contractual obligation.
6. The Participant shall:
  - a. make sure that its stand is attended and in full operation and intact without interruption throughout the whole of the Fair's advertised opening hours;
  - b. equip and staff its stand with personnel having the necessary expertise;
  - c. use the stand space exclusively for its own exhibition purposes, as agreed with TEFAF;
  - d. exhibit no works of art under the name of another dealer. A Participant exhibiting works of art from another dealer does so under its own name and the Participant accepts all responsibilities and liabilities regarding these works of art, as if the works of art were its own;
  - e. during the Fair advertise only in its own stand and only works of art that have been admitted to the Fair and have been vetted positively;
  - f. not have any third-party advertising material shown or distributed in the Hall, MECC Building, parking and/or adjacent or surrounding areas;
  - g. not exhibit, have promotional activities performed and/or conduct any business in the broadest sense of the terms outside the stand space allocated to it;
  - h. follow the instructions and regulations of the Management and its staff and of security personnel;
  - i. observe the applicable fire service's regulations and municipal ordinances, MECC regulations and/or other applicable Dutch and/or European statutory rules and/or regulations;
  - j. make sure entrances and exits are not blocked;
  - k. not admit any visitor to the Hall before the Private View.
7. All stands must be fully cleared out by the Participant on the Monday 18.00 hours after the Fair has ended. Participants who modified the standard stand construction must dismantle the stand and remove all parts of the stand and other waste materials from the Hall before the Monday 18.00 hours after the Fair has ended, failing which TEFAF will dismantle the stand and remove all parts of the stand and waste material and charge the Participant for all costs for dismantling and removing the stand.

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8. A Participant is at all times fully responsible for its employees and/or representatives, also outside the Fair's opening hours.
9. The Executive Committee, the Management and its staff, the Vetting Committee and security personnel have free access to all stand spaces at all times and have the right to inspect a Participant's stand and order modification of the arrangement of the stand.

## **ARTICLE 11 – CONDITIONS AND PROCEDURE CONCERNING THE ADMISSION OF WORKS OF ART (VETTING PROCEDURE)**

1. Before the start of the Fair, the Participant brings to its stand all the works of art the Participant proposes to exhibit during the Fair. The Participant will not bring a work of art to the Fair if the Participant has reasons to suspect the work of art does not meet the requirements set out in the Vetting Guidelines and paragraphs 2, 3 and 4 of this Article. Furthermore, the Participant will only label a work of art with a specific description if the Participant conducted the research that can reasonably be expected from a professional art trader and the research results confirm this description. The Participant cannot propose new works of art after the Monday before the start of the Fair 20.00 hours, unless TEFAF and the Participant have agreed otherwise in writing.
2. Before the start of the Fair, the Vetting Committee will vet every work of art that is proposed by a Participant mainly for its overall high quality, authenticity and condition. The Vetting Committee decides if a proposed work of art is admitted to the Fair and therefore may be exhibited at the Fair by the Participant. The Vetting Committee may also decide that one or more works of art should be relabelled by the Participant. During the vetting by the Vetting Committee, Participants are not allowed in the Hall. The Vetting Committee may at any time (also during the Fair) re-open the Vetting and the examination of a certain work of art. The Participant guarantees that it will fully cooperate with the Vetting Committee and supply all available relevant information regarding a work of art, as further specified in the Vetting Guidelines, to the Vetting Committee and - upon a request by the specific Visitor who wishes to buy the work of art - to that Visitor.
3. The Vetting Committee will adhere to the TEFAF Vetting Guidelines and the Participant unconditionally accepts these Vetting Guidelines as binding. The Vetting Committee will only admit works of art that the Vetting Committee considers, amongst other things, to be:
  - a. not forged and genuinely from the period that they allegedly represent;
  - b. original and beyond reasonable doubt provided with a correct, not misleading or incomplete description;
  - c. not restored to an unreasonable extent;
  - d. of such a high standard and quality that display is in accordance with the interest of the Fair as a whole;
  - e. of undisputed provenance and uncontested entitlements;
  - f. in accordance with the Vetting Guidelines and decisions of the Vetting Committee;
  - g. not stolen or illegally exported from its country of origin or illicitly imported, exported or transferred in any other manner, as set out in the 1970 UNESCO Convention on the Means of Prohibiting and Preventing the Illicit Import, Export and Transfer of Ownership of Cultural Property or Nazi (or otherwise) looted art and/or whose trade is not contrary to Dutch law or an international convention to which the Netherlands is a party.
4. A Participant in one of the following TEFAF Sections: Paintings Modern and Paper may bring a maximum of 100 paintings to the Fair and a Participant in any other section may bring a maximum of six paintings to the Fair, unless TEFAF and the Participant have otherwise agreed in writing.



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5. If the Vetting Committee decides that one or more works of art are not admitted to the Fair or should be relabelled by the Participant, the Participant will receive written - hard copy or email - notice of this decision. The Participant is entitled to contest these decisions of the Vetting Committee by requesting a review of this decision in writing to the Vetting Committee. The request for review must contain the grounds for the review and it must be submitted on the Wednesday before 15.00 hours before the start of the Fair. Otherwise the decision will be deemed to have been accepted. The Vetting Committee will review the contested negative decision or decisions and inform the Participant of its final and binding decision or decisions.
6. TEFAF will immediately remove from the stand the works of art that are not admitted to the Fair and store them in a secured vetting storage, set up for the purpose by TEFAF.
7. Neither TEFAF nor the Vetting Committee is liable for damage to or loss of the works of art that could arise in the execution of their tasks or in connection with transportation and/or storage of the works of art. Any transportation (both in the Hall and to and from the Hall) and storage of works of art takes place at the risk and under the responsibility of the Participant and must be insured by the Participant.
8. Under no circumstances is a Participant allowed to exhibit a work of art that has not been vetted and admitted by the Vetting Committee.

## **ARTICLE 12 – QUALITY, AUTHENTICITY, PROVENANCE AND CONDITION OF THE WORKS OF ART**

1. The Participants guarantee the authenticity and proper and fully disclosed provenance of the artworks proposed for and/or exhibited at the Fair. The Participant also guarantees that any work brought to the Fair and/or proposed for the Fair has been recently checked in the Art Loss Register (if applicable), and that the works of art were not reported in the Art Loss Register and Interpol.
2. In addition to paragraph 1 of this Article, the Participant has to observe the necessary due diligence, and in that respect take into account – among others – the following:
  - a. Special attention should be given to the provenance of the object and whether due diligence has been applied when acquiring the object, in particular in - but not limited to – the situation that it recently left the region of origin;
  - b. Regarding exhibits to be offered at the Fair, Participant is responsible for (re)examination of the object's existing export and / or authenticity certificates and / or other documentation, especially relating to validity and applicability of such documentation. The aforementioned also applies in case Participant acquires an object from a fellow Participant;
  - c. Participant shall observe the necessary due diligence as set forth in the UNESCO International Code of Ethics for Dealers in Cultural Property, as well as, if applicable, the ethics rules of the international trade association of which Participant is a member. Additionally and self-evidently, Participant will follow the legislation and regulations that are in force, especially in the field of cultural heritage protection such as, but not limited to:
    - The Dutch Cultural Heritage Act (2016);
    - The 1970 UNESCO Convention on the Means of Prohibiting and Preventing the Illicit Import, Export and Transfer of Ownership of Cultural Property The Hague Convention of 1954 and its protocols;
    - Directive 2014/60/EU on the return of cultural objects unlawfully removed from the territory of a Member State;
    - Council Regulation 116/2009/EC on the export of cultural goods (Codified version);
    - Council Regulation (EU) No 36/2012 concerning restrictive measures in view of the situation in Syria;
    - Council Regulation (EC) No 1412/2004 concerning certain specific

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- restrictions on economic and financial relations with Iraq;
- The Washington Principles (1998) and Terezin Declaration (2009) regarding Nazi looted art;
  - UNESCO International Code of Ethics for Dealers in Cultural Property (1999)
  - Convention on International Trade in Endangered Species of Wild Fauna and Flora (1973);
- d. Compliance as set forth in paragraph 2 under c of this Article also includes the General Data Protection Regulation (EU) 2016/679. An exhibitor takes note of the fact that falsification of export and / or authenticity certificates and/or other supporting documentation constitutes a criminal offense in the sense of the Dutch Criminal Code (Art. 225). In case of such falsification, TEFAF has the right to exclude the Participant from future participation of any fair organized by TEFAF.
3. Compliance to this paragraph and/or due observance of all possible prudence in general does not in any circumstance release Participant from the responsibility and liability re the quality, authenticity, provenance and condition of the exhibits offered at the Fair.
  4. The Participant bears full responsibility for works offered by the relevant Participant and actions during or related to the fair, including relations with a Visitor or a buyer of a work offered by the relevant Participant. The Participant indemnifies TEFAF, the Vetting Committee and the members of the Vetting Committee in full, including but not limited to any and all claims, actions, proceedings, losses, liabilities, damages expenses and costs, including legal costs, in relation to the description, quality, authenticity, proper provenance, condition and/or entitlement of any work of art that was brought to the Hall and/or proposed for the Fair and/or exhibited by the Participant and/or vetted by the Vetting Committee.
  5. Neither TEFAF nor the Vetting Committee nor a member of the Vetting Committee is liable in any way if:
    - a. a work of art was not admitted to the Fair, but it is later established that the work of art may have been admitted to the Fair, or
    - b. a work of art was admitted to the Fair, but it is established afterwards that the high standards of Article 11 and the Vetting Guidelines are not met, and/or
    - c. a dispute arises between a Participant and a Visitor re the description, quality, authenticity, provenance, condition and/or entitlement of an admitted work or art.

The liability remains solely with the Participant and the Participant indemnifies TEFAF, the Vetting Committee and the members of the Vetting Committee and holds aforementioned bodies and persons harmless.

## **ARTICLE 13 – INFORMATION MEDIA**

1. Every Participant is obliged to submit to the Management information regarding the Participant and the works of art that the Participant will bring to the Fair, which information can be included in the Fair's information media and made available to the press. Each Participant must provide the TEFAF press office with a short description of the Participant's business and the contact details of the lead PR contact person no later than two weeks after the Participant has been selected by TEFAF.
2. The Participant remains responsible and liable for incorrect, incomplete or missing entries or entries infringing third party rights. TEFAF declines liability and the Participant indemnifies and holds TEFAF and its affiliates harmless.
3. Participants authorize TEFAF to reproduce, without charge, images of artworks provided by Participants in connection with the Fair. The Participant indemnifies and holds TEFAF and its affiliates harmless from any and all claims, actions, proceedings, losses, liabilities, damages, fees, expenses and costs in relation to the use of those images.

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4. TEFAF reserves the right to make or commission video, photographic and/or sound recordings of the Fair. The Participant unconditionally give permission for the use of any images by TEFAF without any costs and indemnifies TEFAF in full in case of any claims in this respect.

## **ARTICLE 14 – INSURANCES**

1. All Participants must take out their own adequate fine art insurance on 'all risks' basis for all their works of art/exhibits and for all equipment on their stands against all damages and loss during the Fair, regardless of whether the works of art are in storage or exhibited at the Fair, and during transport in the Hall and to and from the Hall. The insured amount will at least be equal to the total value in accordance with Participant's interest of all works of art and equipment brought to the Fair by Participant. Participants must also take out adequate third-party liability insurance covering claims for damage and/or injuries with an insured amount of at least EUR 2,500,000 per occurrence.  
Proof of insurance must be available no later than 1 January directly preceding the fair. Upon first request of the Management of the Fair Participant is under the obligation to demonstrate compliance with this Article 14 by submitting a certificate of insurance to the Management.
2. Violation of these provisions may lead to termination of the Participation Contract by TEFAF and/or non-admission of the Participant to Future Fair(s).

## **ARTICLE 15 – PREMISES OF THE FAIR**

1. All Participants shall use the premises of the Fair in keeping with the purpose of the Fair as well as with due care and in accordance with the laws of The Netherlands in as well as outside their stand.
2. All Participants shall follow instructions of the Management regarding use of the premises of the Fair at all times, especially regarding but not limited to public order, general safety and evacuation. If applicable all Participants shall also follow instructions from the relevant emergency services.
3. Construction Work: The exhibitor shall tolerate any construction, renovation or repair work performed in the MECC halls and other premises without being able to claim compensation, provided such work is necessary and reasonable.
4. TEFAF is not liable in any way for any damages to the premises of the Fair caused a Participant.

## **ARTICLE 16 – LIMITATION OF TEFAF'S LIABILITY**

1. TEFAF, its employees and the Vetting Committee decline liability as set out in Articles 4, 5, 10.4, 11.7, 12.5, 13.2, 13.3, 14.2, 15.4 and 18.1.
2. Participation in the Fair is at the Participants' own risk. TEFAF and its employees deny any liability for any loss or damage caused by force majeure or acts or omissions by third parties, regardless of whether the third party was engaged by TEFAF, including employees of TEFAF, stand builders, caterers, security personnel and the Vetting Committee. In addition, TEFAF declines any liability whatsoever for physical or other damage caused by Participants' performances and presentations, by the assembly or dismantling of stands, or by the operation of a stand.
3. TEFAF and its employees are not liable for mistakes or omissions in any of the Fair's information media (including the on-line catalogue, a smartphone app, the website and printed material), whether committed by third parties or TEFAF itself.
4. If liability of TEFAF or its employees is established, TEFAF's liability is limited to compensation for loss or damage for which TEFAF is insured (up to the insured amount). Participants and Applicants are liable for any loss or damage caused by their employees or agents or invitees, including but not limited to third party claims. The Participant indemnifies and holds TEFAF, its employees, persons employed for the Fair and the

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Vetting Committee harmless from and against any claims whatsoever for injury, loss or damage resulting from any action or omission of the Participant or its employees, agents or representatives. TEFAF must be notified of any loss or damage immediately.

## **ARTICLE 17 - GOVERNING LAW AND JURISDICTION**

1. The relationships between TEFAF and the Applicants and Participants are governed exclusively by Dutch law.
2. Parties will first try to solve any dispute that may arise between TEFAF and an Applicant/Participant in connection with the Application/Participation, or further contracts resulting therefrom, through mediation in accordance with the rules of the Dutch Mediation Federation (*Mediation Federatie Nederland*) based in Rotterdam. Until mediation has ended parties shall keep any information related to any dispute secret and not disclose any information, and neither party shall submit the dispute to a court, with the exception of claims or requests with regard to precautionary measures of protection of rights.
3. Parties choose domicile in Amsterdam, Netherlands. If it is established that a dispute cannot be resolved through mediation, parties shall submit all matters solely to the District Court of Amsterdam.

## **ARTICLE 18 – MISCELLANEOUS**

1. Participants, including their employees or representatives, contravening TEFAF's regulations, their national legislation, Dutch legislation, or applicable European/International legislation, or Participants whose behaviour at the Fair gives rise to justified complaints from visitors, other Participants or the Management may be excluded from the Fair by TEFAF with immediate effect and will be held liable by TEFAF for the full legal costs and for any additional costs and loss or damage sustained. TEFAF may at any time decide to not select an Applicant for the Fair or to terminate a Participation Contract if an Applicant or Participant has been incriminated by a legal procedure or convicted by a court decision of having violated one or more statutory provisions and thereby, or in any other manner, is compromising the reputation of the Fair or TEFAF or threatens to cause damage. TEFAF may at any time issue a press statement or express itself otherwise in public as TEFAF deems fit in order to maintain the orderly progress of the Fair. TEFAF is not liable for loss or damage sustained by the Participant or third parties resulting therefrom.
2. All circumstances not provided for in the Participation Contract, the Application, the General Terms & Conditions, the Selection Protocol, and/or the Vetting Guidelines are decided by TEFAF.
3. Invalidity of one or more of the provisions as set out in the Participation Contract, the Application, the General Terms & Conditions, the Selection protocol or the Vetting Guidelines will not have the effect of rendering the other provisions invalid. An invalid or unenforceable provision will - to the extent permitted by law - be converted into a valid, enforceable provision that most closely matches the intent of the original provision of TEFAF and which would have been stipulated by TEFAF if the original provision had been abandoned by TEFAF because of its inapplicability, invalidity or nullity. To the extent necessary, the Participant or Applicant agrees to this conversion.
4. TEFAF reserves the right to unilaterally change these General Terms & Conditions at any time, if there are reasonable grounds to change these General Terms & Conditions.
5. The headings in the General Terms & Conditions have been included for easy reference only and are not intended for the purposes of interpreting any clause of the Participation Contract, the Application, the General Terms & Conditions, the Selection Protocol or the Vetting Guidelines.