

## TERMS AND CONDITIONS AVIATION COLLECTORS ASSOCIATION

### 1. Definitions

1.1 In the present General Terms and Conditions the following terms (both in singular and plural) shall have the following meanings:

'Terms and Conditions', the General Terms and Conditions for ticket and table sales of Aviation Collectors Association;

'Event', the public or private event in which – by way of example, but not exclusively – aviation related items are exchanged or sold;

'Location', the place where the event will be held;

'Organiser' means the party responsible for organizing the event;

'Agreement' means the agreement between the Aviation Collectors Association and the customer for the purchase and delivery of tickets and tables;

'Ticket', the admission ticket to an event;

'Table', the table for the presentation of products.

### 2. Applicability

2.1 The following General Terms and Conditions apply to all offers, orders and agreements of the Aviation Collectors Association. The Aviation Collectors Association is hereinafter referred to as "ACA".

2.2 The General Terms and Conditions of the organizer as well as the General Terms and Conditions of the holders of the locations also apply to the agreement. In the event of a conflict between the provisions of the agreement or these General Terms and Conditions and the aforementioned conditions, the provisions of the agreement or these General Terms and Conditions shall prevail. Copies of the General Terms and Conditions of the holders of the Locations or of the organizer are available on request from the holders of the relevant locations or from the organizer.

2.3 Accepting an offer or placing an order means that you accept the applicability of the General Terms and Conditions.

2.4 The provisions of these Terms and Conditions can only be deviated from in writing, in which case the other provisions will remain in full force and effect.

2.5 All rights and claims, as stipulated in these General Terms and Conditions and in any further agreements for the benefit of the ACA, are also stipulated for the benefit of intermediaries and other third parties engaged by the ACA.

2.6 All offers of the ACA and its partners are without obligation and subject to availability.

2.7 Partners of the ACA can act as intermediaries in the formation of the Agreement between the buyer and the Event Holder. These partners are not a party to the Agreement created by your purchase. The Agreement is concluded after the customer has purchased one or more tickets and/or tables through the ACA or its partners.

2.8 The ACA is entitled to check the correctness of the information provided by the customer (or have it checked). Providing incorrect or incomplete information may result in no agreement being concluded and/or that the tickets and/or tables

are not delivered.

2.9 The ACA is entitled to refuse orders or to attach certain conditions to the delivery, if necessary without stating reasons. The agreement is concluded at all times under the resolutive condition that the ACA does not accept the order. If an order is not accepted, the ACA will inform you in writing (by email) within 3 working days after receipt of the order.

### 3. Prices/offers

3.1 All offers of the ACA are without obligation and the ACA expressly reserves the right to change the prices, in particular when this is necessary on the basis of (legal) regulations.

3.2 All prices are stated in Euros.

3.3 In some cases there are promotional prices. These prices are valid for a certain period while stocks last. No claim can be made on these prices before or after the specified period.

3.4 The ACA cannot be held to price statements that are clearly incorrect, for example as a result of obvious typesetting or printing errors. No rights can be derived from unlawful price information.

3.5 You may pay a fixed amount per order for booking service costs per ticket and/or table, which may vary per Event. The service costs consist of transaction and administrative costs.

3.6 The ACA reserves the right to change the prices of tickets and tables, in particular when this is necessary on the basis of (legal) regulations. In the event of limited availability of an offer, the ACA has the right, as soon as the offer is no longer available, to offer the same tickets and tables again at a higher price, without the customer being able to invoke the earlier (lower) price.

3.7 Payment can be made in (one of) the manner(s) as indicated during the ordering process. Further (payment-order) conditions can be attached to the order. In the event of technical failures of whatever nature as a result of which the (credit card) payments cannot be processed and/or authorized correctly or in a timely manner, the ACA is not liable.

3.8 If the customer is in default with any payment, the ACA is entitled to suspend the (performance of) the agreement.

3.9 The reversal of a payment received by the ACA does not release the customer from its payment and purchase obligation.

3.10 If the ACA has to incur (extra-)judicial collection costs to collect the amount owed by the customer, these will be for the account of the customer, with a minimum of twenty-five (25) euros.

### 4. Use of the ACA tickets and tables

4.1 The ACA tickets cannot be returned or exchanged and lose their validity on expiry of the validity date indicated on them. The booked tables can be canceled free of charge up to 1 month before the start of the Event, after this date cancellation free of charge is no longer self-evident and the cancellation will be assessed by the ACA.

4.2 Tickets may not be folded or otherwise damaged. The customer bears the risk of this. In the event of damage, access may be refused and the customer is not entitled to a refund or replacement in that case.

The tables must be left in the same condition as the tables were at the start of the event. Costs may be charged in the event of damage.

4.3 Buyers of tickets must show these at the organizer's first request, even after entering the Event. The Event organizer also has the right to request personal identification.

4.4 Tickets and tables may not be resold without the permission of the ACA. If this is allowed, the ACA must be immediately notified of the personal details of the new owner of the ticket concerned in the event of resale.

4.5 It is prohibited to use tickets for commercial purposes without written permission from the ACA.

4.6 Each ticket has a unique barcode and can therefore only be used once. Copying of tickets is useless. Abuse will be reported.

## 5. Cancellation and refund

5.1 The ACA reserves the right to reschedule or cancel an event. If this happens, the ACA will try to find a suitable solution. If an event is canceled or rescheduled, the ACA will do its best to notify you as soon as possible. However, we cannot guarantee that you will be informed before the start of the event and we will not be responsible for any costs incurred.

5.2 Before confirming your reservation, always check whether you have reserved the correct tickets and/or tables. The ACA is under no obligation to take back or exchange tickets and/or tables once sold.

5.3 The ACA is not liable for compensation or refund of the tickets and/or tables in the event of cancellation of an Event by the Organizer or the holder of the Venue. If and to the extent that the ACA decides to refund paid ticket and table fees, only monies that have been demonstrably paid to the ACA will be refunded.

5.4 Under no circumstances will the ACA be obliged to reimburse more than the purchase price less the ticketing and administration costs paid by the ACA and/or buyer. This means, among other things, that any additional costs that the Client has paid for the services provided by the ACA, such as reservation costs, will never be reimbursed. In such a case, the ACA never accepts liability for any other costs and/or expenses incurred directly or indirectly.

## 6. Payments

The ACA accepts various payment methods including iDEAL, Credit card and Paypal payments. Only when the payment has been approved will you receive confirmation that your order is final.

## 7. Delivery

7.1 The tickets will be delivered as PDF by e-mail immediately after receipt of the

order. The Customer must print this PDF document itself and bring it to the Event.

The tables will be set up for you in the Location.

7.2 The delivery times stated by the ACA are only indicative. Exceeding any delivery term does not entitle you to compensation, nor the right to cancel your order or to dissolve the agreement, unless the exceeding of the delivery term is such that you cannot reasonably be expected to maintain the agreement. In that case you are entitled to cancel the order or to dissolve the agreement insofar as this is necessary.

## 8. Retention of title

Ownership of the tickets supplied will only transfer if you have paid all that you owe to the ACA under the agreement. The risk in respect of the tickets passes to you at the time of delivery.

The tables are provided on loan.

## 9. Complaints and liability

9.1 You have the obligation to check on delivery whether the tickets and/or tables comply with the agreement. If this is not the case, you must inform the ACA immediately, at least after observation was reasonably possible, orally or in writing.

9.2 If it is demonstrated that the tickets and/or tables do not comply with the agreement, the ACA has the option of replacing the relevant tickets and tables with new tickets and/or tables against their return or refunding the amount paid.

9.3 The ACA is not responsible and does not provide any guarantee for (access to) the Event, for the organization of the Event, for the (artistic) quality and content of the Event, nor for the course of events in and around the Location and does not accept any liability in this regard.

9.4 The ACA can never be held liable for damage as a result of death, injury, accident, loss, damage or theft caused to the Client during or as a result of a visit to the Event or the Location.

## 10 Electronic communication and evidence

10.1 The ACA is not liable for misunderstanding, mutilation, delays or improper transmission of data and messages as a result of the use of the internet or any other means of communication in the traffic between the customer and the ACA (or third parties engaged by the customer).

10.2 The records of the ACA serve as full proof of the existence, content and execution of the agreement with the customer in any legal proceedings, until the contrary is proved by the party, who invokes the fact that the proof is not reliable.

## 11. Force majeure

11.1 Without prejudice to its other rights, in the event of force majeure, the ACA has the right, at its discretion, to suspend the execution of your order or to dissolve the agreement without judicial intervention, by notifying you of this in writing, and this without the ACA being obliged to pay any compensation, unless this would be unacceptable in the given circumstances according to standards of reasonableness and fairness.

11.2 Force majeure is understood to mean any shortcoming that cannot be attributed to the ACA, because it is not due to its fault and is not for its account under the law, legal act or generally accepted standards.

## 12. Special provisions, liability

12.1. The purchaser of a ticket and/or table supplied by the ACA must behave as a good and orderly visitor and/or exhibitor of events and adhere to instructions by or on behalf of the organizer of an event to be visited by him as well as by the authorized given authority.

12.2 The ACA shall not be liable for any refusal by event organizers or public authorities to admit a purchaser of a ticket and/or table supplied by the ACA to an event due to acts and/or omissions of the purchaser.

12.3 The purchaser of a ticket and/or table attends an event at their own risk. The ACA will not be liable for damage that occurs to the buyer when traveling to or from the event or attending it.

12.4 The purchaser of a ticket and/or table supplied by the ACA must inform himself of any instructions given by or on behalf of the organizer of the event or the competent authority regarding, as well as changes with regard to the event, such as start time and the like. . The ACA is under no obligation to further inform the purchaser of a ticket and/or table in this regard.

## 13. Miscellaneous

If one or more of the provisions of these Terms or any other agreement with the ACA should conflict with any applicable legal provision, such provision shall be superseded and replaced by a new legally permissible comparable provision to be determined by the ACA provision.

Details Aviation Collectors Association

Address : Arent van Gentstraat 21

Postal Code and City : 3381 AA Giessenburg

IBAN and BIC: NL90RABO0376789891/RABONL2U

Chamber of Commerce: 84543078

VAT number: NL863252588B01

E-mail: amsterdam@aviationfair.com

Website: www.aviationfair.com