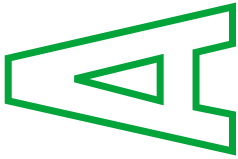




1—3  
november  
2019



la centrale,  
nuvola lavazza  
torino



FLAT 2019

GENERAL TERMS AND  
CONDITIONS OF CONTRACT

Application Deadline	June 16th	
Set-up	October 31st	(2pm-8pm)
Fair Opening Hours	November 1st-2nd	(10am-7pm)
	November 3rd	(10am-6pm)
Dismantling	November 3rd	(6pm-8pm)

## Art. 1 - Name of the Organization

The Cultural Association FLAT (in the following also "Organization") is a no profit private-law entity, with the aim to promote and disseminate culture and art, in particular with regard to the aspects of the editorial production, related to contemporary artistic languages. The initiative (in the following also "Event") promoted by the Cultural Organisation FLAT is FLAT Fiera Libro Arte Torino (Turin Art Book Fair), a fair of contemporary art books, catalogues, monographies and rare editions, proposed by selected institutions (in the following "Exhibitors").

## Art. 2 - Application

The application to the Event is open to all publishers, distributors, retailers, galleries or Italian and foreign organizations, which publish, sell or promote art publishing.

In order to apply, the form on the web site of the Organization shall be filled in, within the deadline indicated on the application form and on this document.

The filing of the application constitutes the applicant's willingness to participate at the Event (that is the contractual proposal) and it is bound to the prior acceptance of these General Terms and Conditions of Contract, which will be applicable once the relationship will be defined.

The sole filing and the confirmation of receipt of the application neither guarantees the participation at the Event nor binds the parties.

## Art. 3 – Receipt of the application and admission

The Scientific Committee, which is in charge for this purpose, will choose the Exhibitors which will participate at the Event. All the registered applicants (that is those who filed the application) will be informed via e-mail, about the admission or not at the Event. The email will be sent to the address indicated in the form. The date of the communication about the admission (or not) could be changed depending on the conditions and necessities of the Organization.

The admission at the Event is subject to the unquestionable evaluation of the scientific committee in accordance with the Organization; the Scientific Committee will not have the burden to motivate its decision of non-admission.

The communication via e-mail of the admission to the Event will constitute acceptance of the Exhibitor's contractual proposal, that is the manifestation of FLAT's willingness to enter into the contract, which will be regulated by these General Terms and Conditions of Contract. They will be also attached to the above-mentioned e-mail for confirmation to the Exhibitor.

The admission could be revoked on the basis of the unquestionable evaluation of the Scientific Committee in accordance with the Organization, until the payment of the participation fee. The revocation, which constitutes withdrawal from the contract, shall be communicated via e-mail.

## Art. 4 – Participation fee and payment

For the present edition, the participation fee is fixed as indicated on the application form. The payment will be required after the communication of admission to the Event sent by the Organization.

After the communication of admission to the Event (which constitutes the moment of the conclusion of the contract), the Organization will send to the Exhibitor the invoice, with VAT if due. The payment shall be made within 30 days from the receipt of the invoice, in accordance with the data therein indicated. The non-payment within the term will give the Organization the right to revoke the admission and to terminate the contract.

## Art. 5 – Allocation of the exhibition space

The exhibition space allocation is a decision exclusively reserved to the Organization, which will locate the selected Exhibitors according to its organizational needs.

A preference expressed by the Exhibitors to share the table with certain other specific Exhibitor will be taken into account and accepted, unless other unexpected technical and organizational need comes out.

## Art. 6 – Opening hours and access to the exhibition space

The Event will be open to the public in the following days/hours:

- Friday November 1st: from 10am to 7pm;
- Saturday November 2nd: from 10am to 7pm;
- Sunday November 3rd: from 10am to 6pm.

The Exhibitor shall not leave the exhibition space during the opening hours. If the Exhibitor will abandon the exhibition space for any reason, leaving it totally unattended, the Organization will have the right to remove, at risk and cost of the Exhibitor, everything which will be leaved inside the exhibition space.

The Exhibitors will enter to the exhibition spaces:

- one hour before the opening to the public, exhibiting their own badge;
- for the setting up: Thursday October 31st from 2pm to 8pm;
- for the dismantling: Sunday November 3rd from 6pm to 8pm.

The above mentioned exhibition spaces and furniture shall be returned in the same conditions in which they were assigned.

## Art. 7 – Shipping - Delivering/picking up of materials

The Exhibitor, who wants to ship the materials, shall deliver the packages to ArtinDep, via Enrico Mattei 73, 10028 Trofarello (TO) - Italy, +39 011 4273323 / +39 3666035249, within October 28th, 2019. ArtinDep will deliver the packages to the exhibition space before the set-up.

The Exhibitor, who wants to ship the packages with ArtinDep, shall inform the Organization in accordance with the instructions sent previously.

At the end of the Event, all the packages shall be ready, packed and stored in the space indicated by the Organization. ArtinDep will bring them to its warehouse for the pick-up of the Exhibitor's Courier. Any material not cleared out from the exhibition space at the end of the Event, will be cleared out by the Organization.

The transport of the packages from the Exhibitor's offices to ArtinDep (and vice versa) will be at the expense of the Exhibitor.

The Organization will be in charge of the transportation from ArtinDep to the exhibition space (and vice versa). The Organization will not be responsible for any damage caused during the transportation.

The Exhibitor, who will not use the ArtinDep delivery, shall arrive at La Centrale, Nuvola Lavazza, via Ancona 11/a, Turin for the set-up on Thursday October 31st from 2pm.

## Art. 8 - Waiver - withdrawal policy

The Exhibitor's renunciation to the participation at the Event, for any reason, which constitute the contract termination, shall be promptly communicated to the Organization and, in any case, cannot be extended after the date of the admission confirmation sent via email from the Organization. If the Exhibitor will renounce after this date, it will not have the right to be refunded of the participation fee, which shall be payed if not yet payed. If the Exhibitor, for any reason, will not participate at the Event, the Organisation will have the right to retain the participation fee payed, without any prejudice of the right of the Organisation to ask for further damages.

## Art. 9 - Security

The Organization shall provide a security service during the opening hours. In any case, the safekeeping and security of the allocated exhibition space and of what will be therein contained, during the setting up and dismanteling, as well as during the opening of the Event, is at the Exhibitor's responsibility.

## Art. 10 - Cancellation of the Event

If the Event could not take place, for any reason not related with the Organization's intention, the Organization will give immediate communication to the Exhibitor via e-mail. The participation fees already payed will be reimbursed to the Exhibitors, without any other possible right to ask for damages or compensation.

## Art. 11 - Privacy

The personal data given by the Exhibitor through the application form will be used in compliance with the EU Regulation no. 679/2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, as per privacy policy read and approved before filing the application. The Exhibitor, by submitting the application, authorizes the Organization to use its personal data in compliance with the terms and the scope which have been indicated in the privacy policy.

## Art. 12 - Applicable law - Jurisdiction

The present General Terms and Conditions of Contract and the relevant contract shall be governed by the laws of Italy.

Any dispute arising out between the Organization and the Exhibitor under this General Terms and Conditions of Contract and in relation to the execution of the relevant contract shall be settled exclusively by the Courts located in Turin, Italy.

The Exhibitor