

# AB RETAIL TERMS & CONDITIONS

## General Terms & Conditions of Sale

### Art Basel Shop –Terms & Conditions

#### 1. Acceptance of Terms

1. These terms and conditions ("Terms", "Agreement") govern your relationship with MCH Messe Schweiz (Basel) AG ("MCH"), Messeplatz 10, 4058 Basel/Switzerland, for sales of our products ("Products") onsite at the Art Basel in Miami Beach shop during Art Basel Miami Beach 2024 ("Shop").
2. These Terms are prominently displayed and available for review at the Shop. By purchasing our Products, you agree to be bound by these Terms. If you do not agree to these Terms, you may not purchase our Products. We may update these Terms from time to time. We may add new terms and delete existing terms. Your use of the Shop after the effective date of the changes constitutes your acceptance of the updated Terms.

#### 2. Purchase and Payment

1. The contract of sale shall be deemed concluded and legally binding at the moment you proceed with the payment of your order, in full or in part, at the Shop. For the purpose of this provision "proceed with payment" shall mean your action of authorizing and completing the payment transaction through our accepted payment methods specified in these Terms.
2. Before proceeding with payment, please review your order for any spelling mistakes, miscalculations, or discrepancies. Report any discrepancies to the Shop immediately. After submitting of the payment, you will receive a printed order confirmation detailing the main content of your purchase.
3. All prices are subject to change without notice. The applicable price is the price quoted at the time the order is made. MCH will collect all applicable sales taxes on all purchases.
4. Only cashless payments are accepted. Payments can be made by credit card. We accept the following credit and debit cards: VISA, Mastercard, American Express, Discover, Diners Club. We also accept Apple Pay, Google Pay, and Shop Pay mobile

wallets. Other accepted payment methods include: PayPal Wallet, Bancontact, and iDEAL. All payments are processed by our payment provider Shopify.

5. MCH reserves the right to set a maximum quantity for the purchase of its Products. Purchases are only possible while the Products are in stock. You are not allowed to set aside a Product for later payment.
6. Until full payment is received by MCH, MCH retains the right to keep the purchased Product. MCH shall have no obligation to hand over the Product to you unless full payment is made. If full payment is not received within a reasonable period, MCH reserves the right to withdraw from this contract.
7. MCH does provide refunds and does not accept any returns. All sales are final.
8. MCH does not provide delivery services. You are solely responsible for all aspects of transporting the Product from the Shop, including but not limited to VAT, customs duties and declarations, transport arrangements, and insurance coverage.

### **3. Warranty Disclaimer and Limitation of Liability**

1. ALL PRODUCTS ARE SOLD "AS IS" WITHOUT ANY KIND OF WARRANTY (EXPRESS OR IMPLIED). MCH EXPRESSLY DISCLAIMS ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY WARRANTIES IMPLIED BY A COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. MCH makes no representations or warranties regarding the condition, quality, or suitability of the Products. You acknowledge that you have had the opportunity to inspect any Products before purchasing them.
2. TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER MCH (INCLUDING ITS OFFICERS, EMPLOYEES, DIRECTORS, AGENTS, SUBSIDIARIES, AFFILIATES OR PARTNERS) SHALL BE LIABLE TO YOU FOR ANY LOST PROFITS OR REVENUES, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PRODUCTS OR THESE TERMS. IN NO EVENT SHALL MCH'S AGGREGATE LIABILITY FOR ANY DAMAGES EXCEED THE PRICE YOU PAID FOR AN ITEM. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

### **4. Data Protection**

1. When you make a purchase at our Shop, MCH may collect personal data such as your name, billing address, and any other information necessary to process your order. For

more detailed information on how MCH processes your personal data, please refer to the MCH Group Data Protection Policy: <https://www.mch-group.com/en/dataprotection/>

2. Payment for your purchase will be processed securely through our payment provider. MCH does not collect or store your payment card details. Please refer to our payment provider's privacy policy for information on how they handle your payment information. (<https://www.sumup.com/en-ie/privacy/>)

## **5. Applicable Law and Place of Jurisdiction**

1. These Terms, and any contract of sale entered into under these Terms, shall be governed by and construed in accordance with the substantive laws of Florida, without regard to its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.
2. Any disputes arising out of or in connection with these Terms, including disputes relating to their validity, breach, termination, nullity, shall be subject to the exclusive jurisdiction of the courts of Miami, Florida.

Miami Beach, December 6, 2024