INTERNATIONAL DEFENCE EXHIBITION & CONFERENCE
19-23 FEBRUARY 2017
ABU DHABI NATIONAL EXHIBITION CENTRE - ADNEC
ABU DHABI - UNITED ARAB EMIRATES

IDEX ايدكس 2017

معـــرض ومـؤتـمـــر الـــدفاع الـــدولـــي
١٩ - ٢٢ فبرايـــر ٢٠١٧
مركز أبوظبي الوطني للمعـارض - أدنيك
أبوظبـي - الإمـارات العربية المتحـدة

EXHIBITION SPACE CONTRACT

Please fax, post, email or deliver to:

Fax: +971 (0) 2 444 5749
Email: info@idexuae.ae

Address: IDEX LLC, Abu Dhabi National Exhibition Centre (ADNEC)
P.O. Box 5546, Abu Dhabi, United Arab Emirates

EXHIBITOR DETAILS

COMPANY DETAILS

Company Name .....

Address .....

.....

City ..... Country/State .....

Postcode/Zip code ..... Country .....

Telephone ..... Fax .....

Website .....

MAIN POINT OF CONTACT

Contact Name .....

Position .....

Direct Dial ..... Mobile .....

Email .....

EXHIBIT SPACE OPTIONS & PRICES

Please tick all items that are applicable to you and complete the relevant shaded areas.

A INDOOR EXHIBITION SPACE (Minimum 12m²)

Indoor exhibition space will comprise indoor space marked out to the required dimensions: no walls, platforms or electricity are provided. Height allowed is up to 4 metres: higher is subject to approval and may incur additional charges.

ITEM	TICK	QUANTITY	COST
Indoor exhibition space rate * US$ 865 per m²		m²	$
Space (Atrium) US$ 1,005 per m²		m²	$
Corner site fee US$ 240 per corner		corners	$
Double-decker & over height fee** US$ 275 per m² upper level floor space		m²	$
Sharers' fee US$ 715 per sharing company		companies	$
		'A' TOTAL	$

B INDOOR SHELL SPACE (Minimum 9m²)

A 9m² shell scheme stand comprises the space itself, carpet, walls 3 spotlights, one 13A socket (220V), name board, information counter, stool, one table, two chairs, lockable storage room and standing literature rack.

(Shell scheme stands of 12m² and above will have a 1m x 1m storage room in addition to the package above.)

ITEM	TICK	QUANTITY	COST
Indoor shell space rate US$ 930 per m²		m²	$
Shell (Atrium) US$ 1,070 per m²		m²	$
Corner site fee US$ 240 per corner		corners	$
Sharers' fee US$ 715 per sharing company		companies	$
		'B' TOTAL	$

C OUTDOOR SPACE (Minimum 50m²)

Outdoor exhibition space will comprise outdoor space marked out to the required dimensions: no walls, platforms or electricity are provided.

ITEM	TICK	QUANTITY	COST
Outdoor space rate * US$ 600 per m²		m²	$
Corner site fee US$ 240 per corner		corners	$
Sharers' fee US$ 715 per sharing company		companies	$
		'C' TOTAL	$

D HOSPITALITY SPACE – CAPITAL SUITES

Capital suites are unfurnished and decorated to a high standard including carpeting. Suites are priced individually and are available for the same tenancy period as space-only stands.

ITEM	TICK	QUANTITY	COST
Hospitality space - Capital Suite * US$ 600 per m²		m²	$
		'D' TOTAL	$

E FIRST-TIME EXHIBITOR STAND PACKAGE

A 6m2 (3m x 2m) shell scheme stand comprises of the space, carpet, walls, 2 x 50w spot lights, 1 x 13A socket (220V), name board, one table, two chairs and one literature rack.
Note: This package is a) limited to one 6m2 stand per company and b) only available to companies who have not exhibited at previous editions of IDEX/NAVDEX.

ITEM	TICK	QUANTITY	COST
First-time exhibitor stand package US$ 4,675		m²	$
		'E' TOTAL	$

TOTAL ORDER VALUE

A + B + C + D + E = US$

Notes:

* Please note that all designs and plans are subject to prior written approval of the Organisers.

** Permission to build double-storey stands on divided sites is subject to agreement from the neighbouring stands within the block. The Organisers reserve the right to deny permission to build double-storey stands on divided sites.

ADDITIONAL OPPORTUNITIES

Please indicate if you are interested in the following opportunities:

- ☐ Sponsorship at IDEX
- ☐ On-site Branding opportunities
- ☐ IDEX and NAVDEX Defence Conferences
- ☐ Host a lunch/speaker session
- ☐ On-water berth space

Please indicate the live demonstrations that your company may wish to participate in:

- ☐ On-water demonstrations
- ☐ Live-firing demonstrations
- ☐ Live-mobility demonstrations
- ☐ UAV / UGV demonstrations

INVOICE DETAILS (if different from company details)

Name of Company .....

Full Address .....

Telephone ..... Fax ..... Email .....

PAYMENT TERMS

1) First payment of 25% of the total amount due is payable to IDEX LLC on receipt of IDEX LLC invoice
2) Second payment of 50% of original total amount is payable to IDEX LLC not later than 28 June 2016
3) Final Payment of 25% of original total amount is payable to IDEX LLC not later than 18 October 2016
4) Exhibition space contract received by IDEX LLC after 18 October 2016 will be payable in full upon receipt of invoice
5) IDEX LLC reserves the right to cancel any Exhibition Space Contract and withdraw admission to facilities if any payment fails to be made by the due date

EXHIBITS: Description of the product and / or services, which the exhibitors wish to promote at IDEX 2017

.....

.....

PAYMENT METHOD:

Please tick the appropriate box and complete the required information / action:

☐ **Wire transfer (AED)**

Please send wire transfer payments only to: National Bank of Abu Dhabi - NBAD, Abu Dhabi, UAE

Account Number: 6203024939 **IBAN No: AE410350000006203024939** **Account Name: IDEX LLC**

Swift Code: NBADAEAAKHF **ADNEC VAT Registration: No. 2146492**

☐ **Wire transfer (US$)**

Account Number: 6204506090 **IBAN No: AE270350000006204506090** **Account Name: IDEX LLC**

Swift Code: NBADAEAAKHF **ADNEC VAT Registration: No. 2146492**

☐ **Cheque**

Please make the cheque payable to IDEX LLC

☐ **Credit Card**

Please complete the following information to authorise IDEX LLC to debit your chosen credit card for US$

☐ Visa ☐ Mastercard ☐ Diners Club ☐ AMEX *

Credit Card Number: ☐☐☐☐ ☐☐☐☐ ☐☐☐☐ ☐☐☐☐

Expiry Date: _____ **Name as appears on card:** _____

Card Billing Address: _____

By signing below, the card holder acknowledges that he/she has read this form and agrees to be bound by all its terms and conditions.

Cardholder Signature: _____ **Date:** _____

Notes: The exhibitor is to incur all bank charges. * If making a payment by AMEX card, IDEX LLC require a copy of the front of the credit card.

DECLARATION: The duly authorised signatory, acting for and on behalf of the applicant company, hereby declares that he is acting in the full knowledge that this is a legally binding contract which enters into force immediately on signature and which incorporates IDEX 2017 regulations as set out in this contract.

FOR EXHIBITOR:

Name: ..... Signature: ..... Date: / /

FOR ORGANISER:

Name: ..... Signature: ..... Date: / /

HALL # _____ **STAND #** _____ **For office use only**

EXHIBITION RULES AND REGULATIONS

1. ORGANISER
The Exhibition is organised by IDEX LLC, located at the Abu Dhabi National Exhibition Centre (ADNEC), Abu Dhabi, United Arab Emirates.

2. LICENCE
Upon the payment of the full contract price the Exhibitor shall have conditional and revocable license to participate in the Exhibition. Where necessary the Organiser may allocate the space that the Exhibitor may occupy. The parties hereto declare and agree that this Agreement is not and shall not be deemed to be a Lease or an Agreement for Lease.

3. ALLOCATION
Exhibit space will be allocated according to the date on which this Exhibit Space Contract of the Exhibitor is received and in any case at the full discretion of the Organiser. The Organiser reserves the right in the interest of optimum traffic control and exhibit exposure, to relocate the exhibit or display of the Exhibitor (the exhibit) which may be affected by a change in the floor plan. Such a change would not be made unless deemed necessary by the Organiser. The Organiser agrees to advise the Exhibitor if such a change is necessary. The Organiser's determination with respect to allocation of exhibit space is to be binding on the Exhibitor. The full contract price shall at all times be payable even if the Exhibitor eventually does not utilise all the exhibit space allocated to him. In the event the Exhibitor's choice of exhibit space(s) is not available, the Organiser will, where possible, allocate other space. If desired, the Exhibitor may provide the Organiser with a list of competitors whose exhibits (if any) should not be near that of the Exhibitor. The Organiser will, where practicable, accommodate such requests. In the event that no exhibit space is available for the Exhibitor then the sole obligation of the Organiser is to refund to the Exhibitor such amount of the money as shall have been received by the Organiser from the Exhibitor, and the Organiser shall have no other liability whatsoever. The Exhibitor shall not be entitled to make any claim in connection with the foregoing against the Organiser.

4. EXHIBITORS Exhibits will, unless the Organiser agrees otherwise, be limited to materials, products, or services of specific interest to registrants of the Exhibition. The Organiser reserves the right to determine the eligibility of any material, product or service for display. Exhibition manufacturers, representatives and/or distributors must list their participating principals as the Exhibitors of record. The Organiser reserves the right to limit the number of principals that can be represented by the Exhibitor in a single booth.

5. WARRANTY
Except as otherwise approved by the Organiser or disclosed in writing to the Organiser; the Exhibitor represents, warrants and undertakes that:

a) They are entering into this Agreement as principal and not as agent or nominee of any third party.
b) None of the exhibits on display or present at the exhibition premises including decorations and presentations of the exhibit and exhibition booths, product labels and product or service demonstrations or performance infringe, or is likely to infringe, any patent, trademark, copyright and other intellectual property right of any party and agrees that in the event of any breach of the representative, warranties and undertakings herein contained in this Agreement and the licence herein granted may be terminated by the Organiser (without the Organiser being liable for any damages or claims whatsoever and without prejudice to the Organiser's other rights and needs) and the Exhibitor shall indemnify the Organiser against any and all costs, claims, demands, losses, liabilities, charges, actions and expenses.

6. ADMISSION
Exhibits will be open to all exhibition registrants. The Organiser reserves the right to refuse admission to any person, including children of exhibitors and visitors, in the interest of the exhibition or the safety and welfare of exhibitors and visitors.

7. PERSONNEL & ATTIRE
The Organiser reserves the right to determine whether the character and/or attire of the Exhibitor's personnel at its exhibit is acceptable and in keeping with the best interests of exhibitors and the Exhibition. Further, the exhibitor expressly agrees that, without the prior written consent of the Organiser, its personnel will not exhibit any goods, wares, or merchandise in the official hotels during the period of the Exhibition. All official matters relating to the Exhibition are to be conducted in a manner by the Organiser.

8. EMPLOYMENT EXHIBITS
Exhibits for the purpose of soliciting prospective employees, or employee recruiting activity of any kind, are specifically prohibited, unless approved in writing by the Organiser.

9. EXHIBITS & APPLIANCES
Commonsense governs the kind of exhibits permitted at the Exhibition. Attractive and informative exhibits are encouraged. Exhibit dimensions shall conform to the specific dimensions and restrictions specified in the Exhibitor Manual to be supplied by the Organiser and additional documents supplied by the Organiser from time to time. In no event, however, shall any exhibit interfere with any neighbouring exhibit. If the Organiser is of the view that there is such interference the Exhibitor shall remove or relocate such an exhibit. The Exhibitor shall not display at the exhibition any products not described in this application. Equipment, services, documentation and all other forms of visual promotion and display, exhibited or proposed and the import and export of all such equipment must comply with all applicable laws, rules and regulations (including without limitation those issued by the UN, the UAE and the UK).

10. SOUND LEVEL
Mechanical or Electrical devices which produce sound must be operated so as not to prove disturbing to other Exhibitors. The Organiser reserves the right to determine the acceptable sound level in all such instances and to require the removal of any such devices.

11. STAND FITTING SERVICE
The Organiser will appoint an Official Stand Fitting Contractor to provide stand fitting services for the Exhibition. For exhibits under the Shell Scheme, stand fitting works can be carried out by the Official Stand Fitting Contractor. For exhibits other than those under the Shell Scheme, stand fitting works can only be carried out by the Official Stand Fitting Contractor or by a Contractor appointed by the Exhibitor provided that such a contractor shall have been approved by the Organiser and shall have provided the Organiser with a security deposit (or a banker's guarantee in lieu thereof) in an amount acceptable to the Organiser. The Exhibitor shall bear the cost of all such stand fitting works whether relating to the Shell Scheme or otherwise.

12. ELECTRICAL WORKS & ELECTRICAL SUPPLY
Lighting, lighting mains, power plugs, power mains and motors are available as provided in the Exhibitor Manual. Where the Exhibitor requires any electrical work in connection with its exhibit, such work shall only be carried out by the Official Electrical Contractor appointed by the Organiser. The Exhibitors shall bear the cost of all such electrical work.

13. PHOTOGRAPHY
All photographic rights for the exhibition are reserved by the Organiser. Photography during the exhibition shall only be carried out by the Official Photographers appointed by the Organiser at charges set out in the Exhibitor Manual. Exhibitors wishing to make their own arrangements for photographing their exhibits must obtain the permission of the Organiser whose permission shall not be unreasonably withheld.

14. EXHIBIT CLEANING
The Exhibitors must make arrangements for its exhibits to be kept presentable, clean and free from accumulated rubbish to the satisfaction of the Organiser. All material for disposal as waste must be deposited in the areas designated by the Organiser.

15. ADVERTISING MATTER

The Exhibitor may distribute, only within the confines of its stand, hand bills or other printed advertising matter with respect to its exhibit. The Organiser reserves the right to prohibit the distribution of any advertising material for any reason whatsoever.

16. CANCELLATION

Except as otherwise provided herein, no refund will be made of any money paid to the Organiser in the event of the Exhibitor deciding not to participate and/or decreasing his participation in the Exhibition or if the Organiser terminates this Agreement for a material breach of this Agreement by the Exhibitor. If the Exhibitor decides to cancel participation or decrease the space on or before 18 October 2016, the Exhibitor is liable to pay 75% of the total area cost. If the Exhibitor decides to cancel or decrease his participation after 18 October 2016, the Exhibitor is liable to pay 100% of the total area cost.

17. ASSISTANCE

As far as practicable the Organiser shall keep the Exhibitor informed about the Exhibition, providing such available promotional materials (as the Organiser considers necessary) for use by the Exhibitor and promote attendance at the Exhibition through such means of advertising, public relations or publicity as the Organiser considers appropriate. Application for official exhibitor badges for the Exhibitor's own employees and representatives in attendance at the Exhibition should be made to the Organiser.

18. PUBLIC SAFETY INSURANCE AND EXHIBITION LIABILITIES

(a) Security:

Exhibitors and their representatives should be present at their stands at all times during the opening hours of the Exhibition in order to receive visitors. They may not close their stand before the official appointed time of closing.

(b) Fire:

All inflammable materials (such as empty boxes and other wrappings) should be immediately removed from the exhibition premises.

(c) Inflammable Materials:

The use of inflammable materials for the decoration of the stand is prohibited unless such decorations have been treated with fire-retarding substance. All heating appliances should be mounted on fire-proof stands.

(d) Insurance & Exhibition Liabilities:

i. The Organiser shall insure the Exhibition Hall, and any other adjoining constructions against fire risk, and shall insure third party (visitors to the Exhibition) against accidents that may occur during the hours that the Exhibition is officially open to visitors.

ii. The Exhibitor is solely responsible for damage which may occur to his exhibits, equipment, decorations, his stock or his stand or any other of his possessions due to fire, theft, deterioration, loss or damage, by water or damage suffered during any fire-fighting operations.

iii. The Exhibitor is responsible for all accidents that may occur to staff (including the Organiser's personnel), technicians, employees or exhibitors on duty on his own or neighbouring stands, together with any visitors on his stand or neighbouring stands, due to the use by him or anyone else delegated by him of machines, motors or other appliances or electric power.

iv. The Exhibitor is responsible for all other damages, injuries or accidents other than those already mentioned or those that he himself may foresee, and any other damage which may result from his participation in the Exhibition, whether directly through his own fault or through the fault of a third party under the Exhibitor's instructions, and effecting the possessions, furniture or building belonging to either, the Organiser or to another party.

v. The Organiser disclaims all responsibilities for risks as mentioned in the paragraphs above and the Exhibitor shall not be entitled to make a claim, whatever the factors causing such risks.

vi. Exhibitors will have to obtain third party liability insurance from a local insurance company of good standing. This compulsory insurance will have to cover accidents suffered possibly by third parties in the buildings or on the grounds of the exhibition premises and that involves the liability of the Exhibitor or any of the employees.

vii. Exhibitors will have to take out with an insurance company of good standing, an 'all risks' insurance policy covering the stand equipment and the articles exhibited by them if this equipment or these articles are their property or not.

viii. Each Exhibitor is reminded that he is responsible for effecting insurance cover for expenses incurred due to abandonment or postponement of the Exhibition for any reason.

ix. The insurance policies mentioned above will have to include insurer's renunciation of any recourse against the parties below, in the event of damages, or accidents:
- IDEX LLC
- UAE Armed Forces GHQ
- Municipality of Abu Dhabi
- Executives, representatives, directors and employees of all these persons or organisations.

x. The period of liability of the Exhibitor shall be deemed to run from the time the Exhibitor or any of his servants, agents or contractors first enters the exhibition site and to continue until all his exhibits and properties have been removed.

ix. The Exhibitor shall insure, indemnify and hold the Organiser harmless in respect of all cost, claims, demands and expenses to which the Organiser may in any way be subject as a result of any loss or injury arising to any person (including members of the delegations, visitors, public, Organiser's staff, agents or contractors) howsoever caused as a result of any act or default of the Exhibitor, his servants, agents, contractors or invitees. If the Organiser finds it necessary, the Exhibitor shall provide proof that he has adequate insurance cover. The Organiser shall not in any event be held responsible for any restriction or condition which prevents the construction, erection, completion, alteration or dismantling of stands, or for the entry, sitting, removal of exhibits, or for the failure of any service amenities provided by the hall landlord, for the cancellation of part-time opening of Exhibition either as a whole or in part, or for amendments or alterations to all or any of the Rules and Regulations caused by circumstances not under their control.

19. WAIVER OF SUBROGATION

The Exhibitor shall procure the company or companies which issued the insurance policy referred to in the preceding paragraph to waive their right of subrogation against the Government of the UAE, the Organiser, their respective officers, directors, employees and agents. The Exhibitor shall provide the Organiser with evidence of such waiver.

20. SAFETY, FIRE, HEALTH AND OTHER LAWS

All fire, safety, health and other laws, rules and regulations imposed by local authorities and agencies or the lessor of the premises where the Exhibition is held must be strictly observed by the Exhibitor. Aisles and fire exits shall not be blocked by exhibits. Decoration of the exhibits shall only be carried out in such manner approved by the Organiser. No storage behind exhibits is provided or permitted.

21. PROHIBITED EXHIBITS

Unless approved in writing by the Organiser, strictly no live military equipment, including but not limited to such items as munitions, aircraft armament, small arms ammunition and explosives, weapon systems tactical missiles, rockets, etc., shall be brought onto the Exhibition premises. Other kinds of exhibits may be prohibited by the Organiser. The details of such prohibited exhibits are contained in the Exhibitor Manual. The Exhibitor is solely responsible for ensuring that all governmental and other regulatory approval required for the exhibits and its participation in the Exhibition shall have been obtained prior to the date of the Exhibition. No alcoholic drinks, smoking, illegal drugs or pornographic material may be used, sold or displayed.

22. LOSSES

The Organiser cannot take responsibility for damage to the Exhibitor's property, or lost shipments either coming in or going out, nor for moving costs. Damage to inadequately packed property is the Exhibitor's own responsibility. If an exhibit fails to arrive, the Exhibitor is nevertheless responsible for the full contract price payable under this Agreement. The Exhibitor is advised to insure against these risks.

23. TERMINATION

The Organiser may terminate this Agreement without liability to Exhibitor immediately on giving notice to the Exhibitor if: (i) the Exhibitor commits a material breach of this Agreement; or (ii) the Exhibitor suspends, or threatens to suspend, payment of its debts, is unable to pay its debts as they fall due or admits inability to pay its debts. Failure by the Exhibitor to pay any payment due to the Organiser under this Agreement by the due date for payment shall constitute a material breach. Subject to the foregoing, in the event that the premises

in which the Exhibition is or is to be conducted shall become, in the sole discretion of the Organiser, unfit for occupancy, or in the event the holding of the Exhibition or the performance of the Organiser of any of the provisions of this Agreement substantially or materially interfering with, by virtue of any cause or causes not within the control of the Organiser, this Agreement and/or the Exhibition (or any part thereof), may forthwith be terminated or cancelled by the Organiser, without the Organiser being liable in damages or otherwise to the Exhibitor. The Organiser shall also not be responsible for delays, damage, loss, increased costs, or other unfavourable conditions arising by virtue of cause or causes not within the control of the Organiser. If either Organiser terminates this Agreement and/or the Exhibition (or any part thereof) as aforesaid, then the Organiser shall not be liable to the Exhibitor other than for a prorated refund of the contract price paid by the Exhibitor on the basis of the number of exhibit days remaining. For purposes, hereof, the phrase 'cause or causes not within the control of the Organiser' shall include, but not be limited to fire, casualty, flood, epidemic, earthquake, explosion or accident, blockade, embargo, inclement weather, governmental restraints, restraints or orders of civil defence of military authorities, act of public enemy, riot or civil disturbance, strike, lockout, boycott or other labour dispute or disturbance, inability to secure sufficient labour, technical or other personnel, absence of premises required for the Exhibition, failure, impairment or lack of adequate transportation facilities, inability to obtain or condemnation, requisition or commandeering of necessary supplies or equipment, local state or other law, ordinance, rule, order, decree or regulation, whether legislative, executive or judicial, and whether constitutional or unconstitutional or Act of God. The termination of this Agreement for any reason is without prejudice to any rights or obligations which have already accrued before the date of termination and will not affect the coming into force or the continuation in force of any of its provisions which expressly or by implication are intended to come into force or to continue in force on or after termination.

24. RIGHT TO REJECT OR EJECT

The Exhibitor agrees that its exhibits shall be admitted and shall remain from day to day solely in strict compliance with the Rules and Regulations herein contained and as may be published or communicated by the Organiser from time to time. The Organiser reserves the absolute right to reject, eject or prohibit any Exhibit in whole or in part, or any Exhibitor or its representatives with or without giving cause. If cause is not given, the maximum liability of the Organiser (if any) shall not exceed the return to the Exhibitor of the pro rata amount of the contract price paid by the Exhibitor based on the number of days of the Exhibition remaining at the time of ejection. If an exhibit or Exhibitor is ejected for violation of any provisions of this Agreement or for any other stated reason, no refund of all or any portion of the contract price shall be made.

25. RIGHT OF POSSESSION

During the term of this Agreement and so long as any property of the Exhibitor, including but not limited to the exhibit and any goods, wares and merchandise related thereto is on the Exhibition premises, the Exhibitor hereby grants to the Organiser the right for purposes of ensuring the due performance by the Exhibitor of its obligations under this Agreement to possession of all such property. Such right to possession shall be superior to that of any person. In the event of any breach of any provisions of this Agreement all such property shall be deemed to be pledged to the Organiser as security for the performance by the Exhibitors of its obligations under this Agreement and the Organiser may remove, sell or otherwise dispose of all of the same upon such terms and conditions as it deems fit. In the event that for any reason whatsoever such property is not removed by the Exhibitor from the Exhibition premises within six days after the close of the Exhibition, and in accordance with the timetable specified in the Exhibitor Manual, then the Organiser shall be at liberty to remove, sell or otherwise dispose of such property, and the net proceeds whereof will be credited to the account of the Exhibitor. The Exhibitor shall indemnify the Organiser against all costs and expenses incurred in connection with such removal, sale or disposal and any claim by a third party to any such property so sold or disposed of as aforesaid in which such third party has or claims an interest.

26. SUB-LICENSING

This licence to participate in the Exhibition is personal to the Exhibitor, is non-transferable and no licensing or sub-licensing may be granted by the Exhibitor to any other party. The Exhibitor shall not assign or sublet the exhibit space that may be allocated to it pursuant to this Agreement, or any part thereof, or permit anything not specified in this Agreement to be exhibited in the allocated Exhibit space. Any attempted assignment, subletting or licence in violation of the terms of this clause shall be null and void. Except with the prior written consent of the Organiser, the Exhibitor shall not exhibit, offer for sale, give as a premium or advertise articles not manufactured or sold in its own name, except and to the extent that such articles are required for the proper demonstration or operation of the Exhibitor's display, in which case identification of such articles shall be limited to the regular nameplate, imprint or other identification which in standard practice normally appears on them. The Exhibitor shall not permit in its exhibit representatives of companies other than the Exhibitor, except with the prior written consent of the Organiser. The decision of the Organiser shall in all instances be final with regard to whether any proposed use of Exhibitor's exhibit space is permitted under this Agreement.

27. ORGANISER RIGHT TO ASSIGN AND NOVATE

The Organiser may assign and/or novate this Agreement to any acquirer of all or a material part of the Organiser's rights in IDEX or to any entity controlled by, that controls, or is under common control with the Organiser and Exhibitor hereby agrees to all such assignments and/or novations.

28. LIABILITY LIMITATION

The Organiser does not warrant any particular outcome in respect of the exercise or enjoyment of the rights granted under this Agreement and all warranties not expressly set out in this Agreement for the benefit of the Exhibitor are hereby excluded to the maximum extent permitted by law. In no circumstances shall the Organiser be liable for: (i) any indirect or consequential loss or damage; and/or (ii) any financial loss or damage (including loss of revenue or profits). Without prejudice to the above provisions of this clause, the Organiser's maximum aggregate liability in contract, tort, negligence or otherwise howsoever arising in respect of this Agreement shall be limited to a sum equal to the amount of money actually paid to the Organiser by the Exhibitor pursuant to this Agreement. The persons appointed by the Organiser to undertake any official tasks including but not limited to the Official Stand Fitting Contractor and the Official Electrical Contractor are independent contractors and not agents of the Organiser.

29. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by, and construed in accordance with, the laws of the UAE. Each of the parties hereto hereby irrevocably and unconditionally submits to the nonexclusive jurisdiction of the Courts of the UAE for all purposes in relation to this Agreement and waives any objections on the ground of venue or forum non conveniens or on similar grounds.

30. NUISANCE

The Exhibitor shall not do or permit or suffer to be done anything in or upon the Exhibition premises or any part thereof which may be or become a nuisance or annoyance or cause damage or inconvenience to the Organiser or other Exhibitors or any local regulatory authority or agency or the lessor of the Exhibition premises.

31. REVOCATION

In the event of any breach or non-observance of any of the provisions of this Agreement by the Exhibitor, the Organiser shall be entitled to revoke the licence granted and thereupon the Exhibitor shall immediately leave the Exhibition premises and remove all his Exhibits.

32. STAMP AND OTHER DUTIES

The Exhibitor shall pay all and any stamp and other taxes or duties, including any interest and penalties, payable on or in connection with this Agreement.

33. EXHIBITOR MANUAL AND FLOOR PLAN

Further rules and regulations pertaining to the Exhibition can be found in the Exhibitor Manual and other documents supplied by the Organiser from time to time, and on the Exhibit Floor Plan. Such rules and regulations shall, unless waived by the Organiser, be deemed to form part of this Agreement, and shall be binding on the Exhibitor. The Organiser may from time to time be entitled to change the exhibit floor plan.

34. NOTICES

Any notice or document requiring to be served on either of the parties in relation to the provisions of this Agreement may be served at the respective addresses of the parties specified on the participation contract. Any such notice shall be delivered by hand or fax or sent by registered post, postage prepaid, and if sent by hand shall be deemed to have been received on the date of receipt, or if sent by fax shall be deemed to have been received on the date of transmission with confirmed answer back, or if sent by registered post shall be deemed to have been received seven days after the date of posting.

35. LEGALLY BINDING

This Agreement shall enter into force and be deemed to take effect as a legally binding agreement immediately on signature.