

Rising to new dimensions

21-25 Sept., Air Force Base Ysterplaat, Cape Town, South Africa

The largest exhibition of Air, Sea and Land Capability on the African continent



**AFRICA
AEROSPACE
& DEFENCE 2010**

Please return this form to: Africa Aerospace and Defence,
PO Box 9369, Centurion, South Africa (The Organiser) or
Fax to +27 (0) 866 304 285, or email aad@amd.org.za

I/We hereby make application to AFRICA AEROSPACE & DEFENCE 2008 (AAD '08) to exhibit at the exhibition which has been scheduled for the period 21 to 25 September 2010 (both dates inclusive) within the Air Force Base Ysterplaat, Cape Town, Republic of South Africa ("the Exhibition"), for the purpose of showing exhibits pertaining to the aerospace and defence related industry.

I/We understand and agree that by this application I/we agree to abide fully and unreservedly with the Terms and Conditions on the face and reverse hereto and the Exhibition Regulations, a copy of which has been supplied to me/us, and any amendments and additions to the Regulations which may be imposed by the Owners in their discretion from time to time, which Regulations are deemed to be an integral part of this contract.

Initial:

1. EXHIBITOR

1.1 Please complete the following details

Company/Organisation Name:	<input type="text"/>		
Exhibiting As:	<input type="text"/>		
Postal Address:	<input type="text"/>		
	<input type="text"/>		
	<input type="text"/>		
City:	<input type="text"/>		
Country:	<input type="text"/>	Postal/Zip Code:	<input type="text"/>
Website:	<input type="text"/>	VAT No:	<input type="text"/>
Telephone:	<input type="text"/>	Fax:	<input type="text"/>
Items/Equipment to be Exhibited:	<input type="text"/>		
	<input type="text"/>		
	<input type="text"/>		

1.2 Contact person for the exhibition

Name:	<input type="text"/>	Designation:	<input type="text"/>
Telephone:	<input type="text"/>	Fax:	<input type="text"/>
E-mail:	<input type="text"/>		

1.3 Contact person for accounting

Name:	<input type="text"/>	Designation:	<input type="text"/>
Telephone:	<input type="text"/>	Fax:	<input type="text"/>
E-mail:	<input type="text"/>		

1.4 Contact person for marketing

Name:	<input type="text"/>	Designation:	<input type="text"/>
Telephone:	<input type="text"/>	Fax:	<input type="text"/>
E-mail:	<input type="text"/>		

2. EXHIBITION SPACE OPTIONS AND PRICES

2.1 Indoor Exhibition Space Only

This exhibition space comprises indoor floorspace marked out to required dimensions: no walls, platforms or electrics are provided.

Please reserve m² Indoor Floor Space only

In Hall Stand No

36 - 100m² @ US\$370/m² = US\$

101 - 200m² @ US\$333/m² = US\$

>200m² @ US\$315/m² = US\$

Double Storey @ US\$185/m² = US\$

TOTAL 2.1 - US\$ -

2.2 Wall Stands and Walk-On Stands

This exhibition space comprises walls, carpeting, spot lighting, furniture and an electrical socket.

Please reserve a m² Walk-on Stand

In Hall Stand No

>9m² @ US\$450/m² = US\$ -

TOTAL 2.2 - US\$ -

2.3 Outdoor Exhibition Space

This exhibition space comprises outdoor floorspace marked out to required dimensions, nothing else is provided.

Please reserve m² Outdoor Floor Space

>9m² @ US\$185/m² = US\$ -

TOTAL 2.3 - US\$ -

2.4 Hospitality Chalets

A Hospitality Chalet measures 5m x 15m covered area and a 5m x 15m outside area

Please reserve Hospitality Chalet/s numbered

Hospitality Chalet/s @ US\$30 000 per Chalet US\$ -

TOTAL 2.4 - US\$ -

2.5 Static Display Aircraft

It is compulsory for exhibitors to enclose their aircraft with barriers or fencing

Class A1 (= < 3 tons) = US\$1650 x = -

Class A2 (3.1 to 10 tons) = US\$2750 x = -

Class A3 (10.1 to 25 tons) = US\$5500 x = -

Class A4 (25.1 to 40 tons) = US\$7700 x = -

Class A5 (40.1 to 60 tons) = US\$9900 x = -

Class A6 (> 60 tons) = US\$11500 x = -

TOTAL 2.4 - US\$ -

2.6 Liability Insurance

Do you require 3rd Party Liability Insurance?

Yes

No

If No, Proof of 3rd Party Liability Insurance must accompany this agreement.

Liability Insurance = Total m² x US\$5

US\$

TOTALS 2.1 + 2.2 + 2.3 + 2.4 + 2.5 + 2.6

US\$

-

LESS DISCOUNT

US\$

-

LESS EARLY BIRD DISCOUNT @ 5% (Terms & Conditions Apply) US\$

-

TOTAL AGREEMENT VALUE

US\$

-

3. PAYMENT TERMS

I/We agree to pay the stipulated rates less any discounts that may be due to us as follows:

The first payment of 25% will be invoiced upon booking and payable within 30 days.

For the convenience of those companies wishing to make a single payment due, a pro-forma balance invoice will be sent with the first payment.

The second payment of 50% will be issued on 1 March 2010 and is payable within 30 days.

The final 25% balance is due by not later than 31 July 2010.

The Exhibitor acknowledges that this agreement is subject to acceptance by the Owners as well as subject to the resolute condition that the participation of the Exhibitor be authorized in terms of the regulations of the National Conventional Arms Control Committee (NCACC). Should the NCACC not authorize the Exhibitor's participation, the Exhibitor will be entitled to a full refund of any monies paid to AAD.

4. TERMS & CONDITIONS

1. Application for space at AFRICA AEROSPACE AND DEFENCE 2010 shall be made on the prescribed form and shall be signed by the Exhibitor or a person authorized to act on its behalf. Where an agent represents an Exhibitor, the agent shall disclose the name of his principal in writing on the application and attach a written authority to bind such principal, failing which the agent shall be personally bound, as if he were the Exhibitor.

2. Upon acceptance of an application by the Organisers, the application shall ipso facto become a contract binding on the Exhibitor and the Owners (AMD, CAASA, ARMSCOR and the DoD) on the Terms and Conditions contained herein and in the Exhibition Regulations as contained in the exhibitor's services manual.

3. The application shall not be binding in any way unless and until accepted on behalf of the Owners by a Director of the Organisers and until the Organisers in accordance with the schedule on the reverse have received the initial payment in respect thereof. The organizers shall consider no application until the required deposit accompanies the application, and the exhibitor reserves the right to reallocate the space to other applicants. The exhibitor thus indemnifies the Organisers of any claim.

4. The Exhibitor acknowledges that only the Exhibition space applied for may be utilized by the Exhibitor and that no further extensions, levels or floors other than the Exhibition space applied for may be built or constructed by the Exhibitor.

5. Due to the fact that time is of the essence in regard to the performance of the Exhibitor of its obligations in terms of this contract the following terms will apply in the event of any breach of this contract:

5.1 The Organisers shall be entitled, notwithstanding anything elsewhere provided and without prejudice to any rights they may have, to cancel the contract after the Exhibitor has failed to rectify any breach of the contract after having received notice within the following parameters:

5.1.1 Should the breach materialize within a period of two calendar months prior to the commencement date of the Exhibition, -5 (five) days

5.1.2 Should the breach materialize within a period of one calendar month prior to the Exhibition, - 24 (twenty four) hours

5.1.3 Should the breach materialize during the Exhibition, - 8 (eight) hours.

5.2 In the event of the contract being cancelled as envisaged in clause 5.1.3 of the Contract, the Exhibitor shall immediately vacate the venue and shall not remove any fixtures, fittings and/or exhibition material brought into the venue.

Initial:

6. In the event of the Organiser cancelling the contract, as provided for in 5 above, and without prejudice to the Organisers other rights at law:

6.1 The Exhibitor shall be liable to re-imburse the Organisers for all costs and expenses arising directly as a result of the Exhibitor's failure to exhibit and/or make payment of any sums due, as the case may be. (A certificate signed by the Organiser's financial manager reflecting the said costs and expenses due to the Organisers as aforesaid shall be prima facie proof of the amount owing to the Organisers as aforesaid.)

6.2 The Exhibitor shall not in any circumstances be entitled to a refund of any monies paid by it in respect of this contract.

6.3 The Exhibitor will not institute legal proceedings.

7. An Exhibitor electing to cancel the contract prior to the commencement of the exhibition, may in the discretion of the Organiser become entitled to a refund of any payments made upon the following basis:

7.1 Should the notice of intended cancellation be received by the Organiser at least three months prior to the exhibition, 50% of the full contract price shall constitute an agreed liquidated damages amount which the Organiser shall be entitled to retain, the balance of any monies held by it to be reimbursed to the Exhibitor.

7.2 Should an Exhibitor seek to cancel the contract within 3 (three) months or less prior to the Exhibition, it will not become entitled to the refund of any monies, it being acknowledged that the Organiser will not in the circumstances be able to mitigate it's losses by way of obtaining any replacement exhibitor for the facility; the full contract value will consequently in such circumstances remain owing and payable by the Exhibitor to the Organiser.

8. Unless all payments due to the Organiser in terms of the contract have been received by the Organiser by the due date set out on the prescribed form, the Exhibitor and his servants, agents and contractors shall not be allowed access to the exhibition ground of AFRICA AEROSPACE AND DEFENCE 2008 and shall not be entitled to any badges or passes, and the Exhibitor shall have no claim of whatever nature or kind arising directly or indirectly there from.

9. The Exhibitor hereby indemnifies and holds the Owners, Organiser, the South African National Defence Force and any of their Directors, servants, agents, contractors or any other person of whatsoever nature free and harmless in respect of all claims, demands and expenses to which the aforementioned parties may in any way be subject as a result of any loss or injury arising by or to any person or any property howsoever caused as a result of any act of commission or omission of the Organiser, its servants, agents, contractors, invitees or otherwise, either directly or indirectly.

10. The Exhibitor, its respective servants or agents, shall not wrongfully use or interfere with the buildings, passage ways, temporary work appliances, equipment or other property at the venue or be guilty of any breach or infringement of any law.

11. The Exhibitor acknowledges that it is aware of the obligations imposed on it under the Occupational Health and Safety Act No 85 of 1993 and undertakes to comply therewith in all respects.

12. The Exhibitor acknowledges that it must have proper and adequate "Public Liability" insurance. Should proof of such Public Liability insurance not be handed to the Organisers on or before the 31st of March 2010, the Organisers will arrange such cover and invoice the Exhibitor for such cover on a pro-rata basis.

13. All payments must be made in South African Rand to AFRICA AEROSPACE AND DEFENCE 2010 quoting an invoice number.

14. The Exhibitor must pay all bank charges and transfer charges. Remittance from abroad must be by Bank Transfer of Bankers Draft in South African Rand.

15. **Bank Details**

Account Name: Africa Aerospace and Defence

Bank: Nedbank, Pretoria, South Africa

Branch Code: 14 97 45

Account No: 1497 012 333

16. These Terms and Conditions, read together with the prescribed form and with the Exhibition Regulations constitute the entire contract between the parties and no representation by any party (whether express or implied) shall be binding unless in writing and signed by the parties hereto and in the event of any conflict between the provisions of the Exhibition Regulations and these Terms and Conditions, the Exhibition Regulations shall prevail.

Initial:

17. No variation, alteration or consensual cancellation of any of the Terms and Conditions shall be of any force or effect, unless in writing and signed by the parties hereto, except in terms of the conditions on page one of this agreement,
18. No waiver or abandonment by either party of any of its rights in terms of these Terms and Conditions, shall be binding on that party, unless such waiver or abandonment is in writing and signed by the waiving party.
19. Notwithstanding the provisions of Sub-Clauses above, any amendment of or addition to the Exhibition Regulations either posted to the Exhibitor by registered or certified post or transmitted by means of telefax or delivered by hand to a representative of the Exhibitor shall be effective and binding with immediate effect, from the date of such posting, transmission or delivery, as the case may be.
20. In the event of any abandonment, postponement or limitation of the Exhibition, owing to circumstances beyond the control of the Owners, the Exhibitor or its agents or his contractors shall have no claim whatsoever against the Owners or their agents or their contractors in respect of any resultant loss or damage including consequential damages.
21. In the case of any abandonment of the Exhibition, the liabilities of the Owners shall be limited to a pro rata refund of all funds received less expenditure incurred and still to be incurred in respect of the Exhibition, as authenticated by the Owners auditors.
22. The Exhibitor hereby consents to the jurisdiction of the Magistrate's Court for any claim arising from this contract from whatsoever cause arising from this contract from whatsoever cause and of whatsoever nature, notwithstanding the fact that the amount so claimed exceeds the jurisdiction of the Magistrate's Court
23. In the event of the Owners instructing attorneys in connection with any matter arising from this contract the Exhibitor hereby undertakes to make payment of all fees and disbursements owing or paid by the Owners to its attorneys, including attorney and own clients costs, collection commission and Counsel's fees if Counsel is briefed.
24. The Exhibitor chooses the physical address set out on the prescribed form as its domicillium citandi et executandi for all purposes under this contract whether in respect of Court process, notices or other documents or communications of whatsoever nature.
25. The contract shall be governed by the laws of the Republic of South Africa.

5. COMPLIANCE BY EXHIBITOR

This Document must be signed by a duly authorised executive or partner

Signature:

Name:

Position:

Date: