



## General Terms and Conditions Exhibition Stands

These terms and conditions apply to the design, fabrication, transport, build and dismantle of Exhibition Stands (*defined below*) by Arena (*defined below*) for the Client (*defined below*).

### 1. Definitions

- 1.1. **"Affiliate"** means in relation to the relevant company, any company which is at the relevant time a subsidiary or holding company of the relevant company or a subsidiary or holding company of any such subsidiary or holding company.
- 1.2. **"Agreement"** means, collectively, these Terms and Conditions, the Quotation, and, if applicable, the Agreement Details.
- 1.3. **"Agreement Details"** means the agreement details of the Agreement, if executed.
- 1.4. **"Ancillary Products"** means the ancillary products and services to be provided by Arena to the Client as set out in the Quotation or Agreement Details, if applicable.
- 1.5. **"Applicable Law"** or **"Applicable Laws"** means any law, statute, order, decree, rule, injunction, license, permit, consent, approval, agreement, regulation, judgment or legislative or administrative action of a competent governmental authority, which applies to the sale of Products, Parts and/or provision of Services.
- 1.6. **"Arena"** means the legal entity named in the Quotation as the issuer of the Quotation, or the Agreement Details.
- 1.7. **"Arena Indemnified Parties"** means Arena and its Affiliates, and their respective shareholders, directors, agents, officers, personnel, employees, successors, and assigns.
- 1.8. **"Build-Up Period"** means the period during which Arena shall build the Exhibition Stand as set out in the Quotation or Agreement Details, if applicable.
- 1.9. **"Client"** means the person or entity named as the client in the Quotation, or the Agreement Details.
- 1.10. **"Delivery"** means the date on which the handover of the Exhibition Stand and Ancillary Products will be handed over to the Client as specified in the Quotation or Agreement Details, if applicable, which unless otherwise expressly set out in the Quotation or Agreement Details, if applicable, shall be the last date of the Build-Up Period and **"Delivered"** and **"Deliver"** will be construed accordingly.
- 1.11. **"Dismantling Period"** means the period during which Arena shall dismantle and take possession of the Exhibition Stand and the Ancillary Products as set out in the Quotation or Agreement Details, if applicable.
- 1.12. **"Exhibition Period"** means the period during which the exhibition undertaken by the Client requiring the Exhibition Stand as may be set out in the Quotation or Agreement Details, if applicable.
- 1.13. **"Exhibition Stand"** means the exhibition stand as described and set out in the Quotation or Agreement Details, if applicable, which Arena has agreed to design and/or fabricate and/or transport and/or build and/or dismantle and/or store for the Client and which the Client has



agreed to procure from Arena as may be set out in the Quotation or Agreement Details, if applicable.

- 1.14. "**Force Majeure Event**" will mean strikes, lockouts or other industrial disturbances or disputes, acts of a public enemy, wars, terrorism, blockades, insurrections, riots, interruptions caused by acts of nature or the environment, pandemics or epidemics and associated government precautionary measures, arrests, the order of any court or governmental authority claiming or having jurisdiction while the same is in force and effect, civil disturbances, explosions, fires, leaks, releases, breakage, accident to machinery, vessels, storage tanks or lines of pipe or rail lines, inability to obtain or unavoidable delay in obtaining material or equipment, or any other causes whether of the kind herein enumerated or otherwise not reasonably within the control of Arena or the Client, provided, however, a party's inability to perform its economic obligations set out in the Agreement will not constitute a 'Force Majeure Event'.
- 1.15. "**Quotation Validity Period**" has the meaning ascribed to it in Clause 3.3 of these Terms and Conditions.
- 1.16. "**Taxes**" means all existing and future taxes, duties, fees, and other charges of any nature, imposed or assessed by any governmental authority of any country in connection with the execution of this Contract or performance of or payment for work hereunder (including, without limitation, ad valorem, consumption, excise, franchise, gross receipts, import, export, license, property, sales and use, stamp, storage, tariffs, transfer, turnover, value added taxes and other similar taxes, and any and all items of deficiency, penalty, addition to tax, interest or assessment related thereto), with the exception of corporate and personal income taxes imposed on Arena and its employees by the Applicable Law of Arena's country of incorporation.
- 1.17. "**Terms and Conditions**" means the terms, conditions, notices contained or referenced in this document.
- 1.18. "**Warranty Period**" has the meaning ascribed to it in Clause 9.1 of these Terms and Conditions.

## **2. Acceptance of Terms**

- 2.1. The execution of a Quotation by the Client will be deemed the Client's full and unconditional acknowledgement, agreement, and acceptance of these Terms and Conditions.
- 2.2. If there is any conflict between these Terms and Conditions and any other specific term appearing elsewhere in any other document, the provisions of these Terms and Conditions will prevail, unless such specific term has been expressly agreed to in writing by Arena.

## **3. Quotation**

- 3.1. Arena will provide a quotation for an Exhibition Stand and Ancillary Products as specified in the Quotation to the Client in writing ("**Quotation**").
- 3.2. The Quotation may be withdrawn or amended at any time by Arena until accepted in writing by the Client.
- 3.3. The Quotation will, unless otherwise specified in the Quotation, be automatically withdrawn and terminated after seven (7) days of its issuance ("**Quotation Validity Period**").
- 3.4. During the Quotation Validity Period, the Client may either accept the Quotation (evidenced by



execution/signature of the Quotation) or reject the Quotation. In the event the Client rejects the Quotation, a revised Quotation may be produced by Arena and provided to the Client, whereby the foregoing provisions set out in Clause 3.2 to Clause 3.4 (*inclusive*) of these Terms and Conditions shall apply.

- 3.5. In the event a Quotation provides that an initial payment is required to be made by the Client, Arena shall be under no obligation to commence any work pursuant to any Quotation until such payment is made by the Client.

#### **4. Price and Payment**

- 4.1. The price of the Exhibition Stand and the Ancillary Products will be as set out in the relevant Quotation. All prices will be exclusive of Taxes. If any such Taxes are applicable, they will be added to the Contract Price and shall be paid by the client.
- 4.2. The Client acknowledges and agrees that all incidental expenses including but not limited to local bank costs, charges and fees, intermediary bank costs, charges and fees, and currency exchange/forex costs, will be to the Client's account.
- 4.3. Arena reserves the right by giving notice to the Client at any time before Delivery, to increase the price set out in the Quotation to reflect any increase in the cost to Arena which is due to (i) any change in the venue/location for delivery of the Exhibition Stand (ii) any change in Delivery dates requested by the Client, (iii) any delay caused by instructions of the Client, (iv) any delay caused by the Client in supplying any goods, materials, or services as set out in the Quotation or as otherwise required by Arena and communicated to the Client, (v) any delay brought on by the Client or any of its contractors, personnel, or third party service providers in having the location and space ready for installation of the Exhibition Stand as required by Arena, or (vi) any failure of the Client to give Arena accurate information or instructions.
- 4.4. Arena will invoice the Client from time to time as may be specified in the relevant Quotation.
- 4.5. Unless otherwise specified in the Quotation, the Client will pay any invoice issued by Arena or any other payments due under this Agreement within seven(7) days, whereby time is of the essence. All payments will be made in full, in United Arab Emirates Dirhams (unless a specific currency is otherwise referenced in the Quotation) without deduction in respect of any set-off or counterclaim.
- 4.6. If the Client fails to make any payment on the payment due date, then, without prejudice to any other right or remedy available to Arena, Arena will be entitled to:
- 4.6.1. defer any outstanding contractual obligations Arena may have under the Agreement until the outstanding payments have been made by the Client;
- 4.6.2. suspend any works to be undertaken by Arena pursuant to the relevant Quotation; and/or
- 4.6.3. charge the Client a delay penalty on the amount unpaid, at the rate of SAR 1,500 per day or 1.5% of the total price under the Quotation for each day the amount due remains unpaid, whichever is higher, unless otherwise stated in the Quotation.
- 4.7. The Client agrees and acknowledges that it will reimburse Arena for any reasonable costs incurred by Arena in recovering any unpaid amounts, including, without limitation, attorneys' fees and debt



collection agency fees.

- 4.8. If Client is required to deduct or withhold any Taxes from the Contract Price, Client shall (i) give at least 30 days prior written notice to Arena that the Client will withhold and (ii) shall provide to Arena, within 30 days from payment, the official receipt issued by the competent government authority to which the Taxes, on behalf of Arena, have been paid. If the Client, under Applicable Laws of any country other than Arena's country of incorporation or in which Arena has a branch, deducts or withholds Taxes or fails to comply with the requirements of this Article 4.8, Client shall pay additional amounts to Arena so that Arena receives the full amount of the Contract Price, as though no such Taxes had been deducted or withheld.
- 4.9. If Client benefits from any tax, fee or duty exemption which is applicable to Arena or Arena's Group, Client agrees to provide Arena, without charge and before the following, as applicable: (i) entering into the Contract, (ii) invoicing, or (iii) any other relevant event, documentation acceptable to the competent tax authorities supporting the exemption, together with instructions on the exemption procedure. Client shall promptly inform Arena in writing about the revocation, expiry or other change of the exemption. If Arena is denied the exemption because of a failure of Client, Arena shall be entitled to invoice and Client shall pay promptly the applicable tax, fee or duty.

## **5. Build-Up and Delivery**

- 5.1. During the Build-Up Period, Arena will build the Exhibition Stand as per design and specifications set out in the Quotation, and, using its best efforts, Arena will Deliver the Exhibition Stand and Ancillary Products on the date of Delivery.
- 5.2. On the date of Delivery, the Client may either:
- 5.2.1. Accept Delivery, and in such case Delivery shall be deemed to have occurred;
  - 5.2.2. In the event the Exhibition Stand does not materially conform to the specifications set out in the Quotation, accept Delivery conditional upon Arena rectifying such material defects, whereby Delivery shall be deemed to have occurred, conditional upon Arena rectifying such material defects;
  - 5.2.3. In the event the Exhibition Stand does not materially conform to the specifications set out in the Quotation whereby such defects cannot or will not be cured by Arena as may be determined by Arena, reject Delivery.
  - 5.2.4. Reject delivery, in which case Clause 5.4 shall apply.
- 5.3. Notwithstanding anything to contrary contained herein, the Client agrees and acknowledges that the Build-Up Period and/or Delivery may be delayed due to (i) any factor beyond the control of Arena (including, without limitation, any Force Majeure Event), (ii) any change in Delivery venue or dates requested by the Client, (iii) any delay caused by instructions of or absence of approvals from the Client, (iv) any delay caused by the Client in supplying any goods, materials, or services as set out in the Quotation or as otherwise required by Arena and communicated to the Client, (v) any delay brought on by the Client or any of its contractors, personnel, or third party service providers in having the location and space ready for installation of the Exhibition Stand as required by Arena, or (vi) any failure of the Client to give Arena accurate information or instructions. In such event, Arena shall not be liable for loss arising from such delay.
- 5.4. In the event the Client fails to take Delivery of the Exhibition Stand as set out in Clause 5.2 above, or if the Client or any of its contractors, personnel, or third party service providers fail to have the location and space ready for Delivery of the Exhibition as required by Arena or fails to take delivery



due to a Force Majeure Event occurring within ninety (90) days of the scheduled Delivery, then without prejudice to any other right or remedy available to Arena, Arena will be entitled to:

- 5.4.1. store the Exhibition Stand and any related goods and materials until actual Delivery, and the Client shall be liable for all costs (including taxes) incurred by Arena for such storage; and/or
- 5.4.2. if failure to take Delivery exceeds seven (7) Days, terminate the Agreement in accordance with Clause 7.3 below. In such event, the Client will be liable to pay the termination charges set out in Clause 7.2 as otherwise set out in the Quotation in addition to any storage charges incurred in accordance with Clause 5.4.1;

provided however, that this Clause 5.4 will not apply in the event such failure is on account of Arena's direct and demonstratable fault.

- 5.5. Arena is not and will not be responsible or liable for any loss, injury, or damage to the Exhibition Stand, Ancillary Products, or any goods and materials stored on or near the Exhibition Stand whether such goods and materials belong to Arena, the Client, or any third party during the Exhibition Period. The Client acknowledges and agrees that obtaining adequate and sufficient insurance coverage is the responsibility and expense of the Client, including but not limited to public liability insurance. Further, the Client agrees and acknowledge that it shall ensure that it has obtained adequate and sufficient insurance coverage for its goods and materials whilst in transit via by sea, land, or air. Arena is not and will not be responsible or liable for any damages to such goods and materials whether in transit or whether stored in or near the Exhibition Stand.
- 5.6. The Client acknowledges and agrees that for Exhibition Stands or Ancillary Products or any part thereof built for outdoor use are not weather-proof. The Client will, at its own cost and expense, take all precautions and adequate and sufficient insurance coverage necessary to cover any loss or damage caused by wind, sandstorm or any storm, rain, hail, snow, sleet, lightning or thunder conditions, flooding, unusual weather patterns, or other any weather pattern other than generally accepted good weather conditions with respect to outdoor events.

## 6. Dismantling

- 6.1. At the conclusion of the Exhibition Period, the Client will permit access and provide all reasonable assistance as may be required by Arena or any of its third-party contractors to dismantle and take possession of the Exhibition Stand and Ancillary Products ("**Dismantling**"), as may be applicable, during the Dismantling Period.
- 6.2. Arena will not be responsible or liable for 'making good' the ground or flooring after Dismantling, unless otherwise expressly agreed in writing.
- 6.3. In the event the Client fails to permit such access or provide such assistance as set out in Clause 6.1 above, then without prejudice to any other right or remedy available to Arena, Arena will be entitled to defer any outstanding contractual obligations Arena may have under the Agreement and, in the event such delay persists for more than ten (10) days, Arena may terminate the Agreement without further liability.

## 7. Suspension, Cancellation and Termination

- 7.1. At anytime prior to the commencement of the Build-Up Period, the Client may suspend the Delivery, provided that:
  - 7.1.1. Arena shall store the Exhibition Stand or any parts thereof and any related goods and materials until actual Delivery, the Client shall be liable for all costs (including any VAT or other taxes imposed directly or indirectly) incurred by Arena for such storage; and



7.1.2. Arena may, at its sole discretion, terminate the Agreement in accordance with Clause 7.4 below, at any time if such suspension is for a period longer than three (3) months. In such event, the Client will be liable to pay for termination / cancellation charges referenced in Clause 7.2 or as may otherwise be stated in the Quotation (based upon the date of the initial suspension relative to the commencement of the Build-Up Period).

7.2. In the event the Client cancels or terminates the Agreement for any reason whatsoever other than a material breach of the Agreement by Arena, the Client shall be liable for the following cancellation payments unless otherwise explicitly set out in the Quotation.

7.2.1. 50% of the total price set out in the Quotation if the cancellation notice is received by Arena sixty (60) days prior to the commencement of the Build-Up Period.

7.2.2. 80% of the total price set out in the Quotation if the cancellation notice is received by Arena thirty-five (35) days prior to the commencement of the Build-Up Period.

7.2.3. 100% of the total price set out in the Quotation if the cancellation notice is received by Arena twenty-five (25) days prior to the commencement of the Build-Up Period.

7.3. In the event of a breach of the Agreement by the Client or pursuant to Clause 5.3.2 and Clause 7.1.2 above, Arena may, at its sole discretion, terminate this Agreement by providing written notice to the Client.

## 8. Hire Basis

8.1. All property owned by Arena supplied in connection with the Agreement, including but not limited to the Ancillary Products (collectively, "**Arena Property**") shall, unless expressly set out in the Quotation or otherwise agreed in writing by Arena and the Client, be on hire for the duration of the exhibition as specified in the Quotation. The Client will be responsible for the Arena Property from the time of Delivery until the completion of the Dismantling. The Client shall insure all Arena Property for its full replacement cost. Further, the Client shall not assign, re-hire or part with possession of any Arena Property.

8.2. Further, the Client will indemnify the Arena Indemnified Parties in full against all loss (including loss of profit), costs (including the costs of all labor and materials used), damages, charges and expenses on account of any loss or damage of any Arena Property.

## 9. Warranties

9.1. Arena warrants that the Exhibition Stand will correspond to the specifications and design set out in the Quotation and will be free from defects in material and workmanship on and at Delivery and for the duration of the Exhibition Period ("**Warranty Period**").

9.2. The warranty provided by Arena will be subject to the following conditions:

9.2.1. Arena will be under no liability in respect of any defect arising from normal wear and tear, willful damage, negligence, failure to follow Arena's written instructions (including without limitation in regard to usage, storage, and handling), misuse, or alteration;

9.2.2. Arena will be under no liability under the warranty set out in Clause 9.1 or any other warranty, condition or guarantee, if the total price under the Agreement has not been paid by the Client all amounts due under the Agreement in accordance with the requisite payment due dates;

9.2.3. Any illustrations or descriptive material will not form part of the Agreement and will be treated as an approximation and for guidance only;

9.2.4. Any technical advice or recommendation provided by Arena to the Client as to the usage, storage, and handling (whether orally or in writing) is given to the best of Arena's knowledge





and will not form part of any warranty provided by Arena; and

- 9.2.5. the warranty set out in Clause 9.1 does not extend to third-party parts or materials, and the Client will only be entitled to the benefit of any such warranty or guarantee as is given by such third-party to the exclusion of Arena.
- 9.3. Except as expressly provided in the Agreement, all warranties, conditions or other terms implied by any applicable law are, to the fullest extent permitted by law, excluded from the Agreement.
- 9.4. In the event any valid warranty claim in respect of the Exhibition Stand made by the Client pursuant to this Clause 9 is notified to Arena within the Warranty Period, Arena will, at its sole discretion, (a) repair the Exhibition Stand or have the Exhibition Stand repaired, or part thereof, free of charge, or (b) reimburse the Client for the cost of any remediation measures as may be mutually agreed upon by the parties in writing, as applicable, and the Client agrees and acknowledges that Arena will have no further liability to the Client.
- 9.5. Client shall be responsible for all customs, formalities, costs and taxes connected with any export to Arena or import of Goods sent back to the Client.

#### **10. Force Majeure**

- 10.1. The Client agrees and acknowledges that Arena will not be liable to the Client or be deemed to be in breach of the Agreement by reason of any delay in performing, or any failure to perform, any of Arena's obligations under the Agreement if such delay or failure was due to a Force Majeure Event; provided, however, a party's inability to perform its payment obligations set out in the Agreement will not constitute a 'Force Majeure Event'.

#### **11. Liability and Remedies**

- 11.1. Arena is not and shall not be responsible or liable for any loss, theft, destruction or any other damage to the products, display products, property, or equipment of the Client or any third party howsoever, whensoever, or wheresoever caused.
- 11.2. To the maximum extent permitted by applicable law, under no circumstances (including, without limitation, negligence) will Arena, its nominees or Affiliates, or their respective shareholders, directors, agents, officers, personnel, employees, successors or assigns be liable to the Client or any third party for (i) any indirect, incidental, special, exemplary, punitive, or consequential damages of any kind whatsoever, or (ii) loss of profits, revenue, data, use, goodwill, or other intangible losses. To the maximum extent permitted by applicable law, this limitation applies to all claims, whether based on warranty, contract, tort, or any other legal theory, whether Arena has been informed of the possibility of such damage. To the maximum extent permitted by applicable law, the total liability of Arena, for any claim under the Agreement, including for any implied warranties, is limited to the total price paid by the Client as stated in the Quotation.
- 11.3. The Client will indemnify and keep the Arena Indemnified Parties indemnified against all costs, expenses, damages, and demands (including reasonable attorneys' fees) incurred by Arena for any:
- 11.3.1. alleged infringement of any intellectual property including any designs or blueprints used by Arena at the request of the Client;
  - 11.3.2. breach of representation, warranty or covenant by the Client under the Agreement;
  - 11.3.3. claims arising by reason of or in connection with any loss, theft, destruction or any other damage to any products, display products, property, or equipment (whether belonging to



Arena, the Client or any third party) between the commencement of the Build-Up Period and the expiry of the Dismantling Period.

- 11.3.4. claims arising from injuries sustained by any persons arising during the Exhibition Period howsoever caused, unless such injury directly and demonstrably results from the gross negligence or fraud committed by Arena.

## **12. Intellectual Property**

- 12.1. The Client will not obtain any rights to any intellectual property in or relating to the Exhibition Stands or Ancillary Products including, without limitation, any trademarks, copyright, patents, designs, blueprints, or other proprietary or intellectual property rights (whether or not such intellectual property rights are registered or capable of being registered).
- 12.2. Arena agrees that the Client's trademarks, logos, brands or any other intellectual property which is used on or in connection with the Exhibition Stand or Ancillary Products may not be reproduced or used in any manner whatsoever without the prior written consent of the Client.

## **13. Notices**

- 13.1. Any notices and communications provided for in or pursuant to the Agreement or the Services will be made in writing and in English.
- 13.2. The parties may deliver notices and communications to each other at the addresses set out in the Quotation.
- 13.3. A notice will be deemed to have been given or made when dispatched, provided that the sender has not received a delivery failure notification.
- 13.4. If delivery or receipt occurs on a day other than a business day, it will be taken to have been duly given at the commencement of the next business day.

## **14. Lawful Purpose and Compliance**

- 14.1. The Client represents, warrants, and covenants that it has all necessary registrations, licenses and authorizations (corporate, governmental or otherwise) to enter into and perform the Agreement.
- 14.2. The Client agrees and acknowledges that it will comply with and be responsible for compliance with all applicable laws and regulations.
- 14.3. The Client represents, warrants, and covenants that it (i) is in compliance with and will continue to be in compliance with all applicable laws, and (ii) has received, is in compliance with, and will ensure the validity of and continuous compliance with all permits, licenses, or other approvals required under all applicable laws for the purposes of the Agreement including but not limited to as required for Arena to undertake any work during the Build-Up Period or Dismantling Period pursuant to the Agreement.
- 14.4. The Client agrees and acknowledges that it will abide by all reasonable instructions of Arena in relation to the handling and storage of the Exhibition Stand and Ancillary Products, which may be provided by Arena from time to time.
- 14.5. Arena is entitled to an equitable adjustment to the Contract Price and the Delivery schedule to reflect any additional costs and other impact incurred by Arena Group as a result of a change in





Applicable Law or applicable standards and regulations including changes in the interpretation thereof, after entering into the Contract. In the event any such change prevents Arena Group from performing the Contract without breaching Applicable Law or makes Arena's execution of its obligations unreasonably burdensome or economically unbalanced, Arena shall also have the right to withdraw the Proposal or terminate the Contract without any liability.

## **15. Export/Import Documentation**

- 15.1. When Client arranges the export or intra- European Union ("EU") community shipment, Client will provide to Arena, free of charge, evidence that such exportation or intra—EU community shipment was made within the statutory deadlines of the country of exportation or dispatch, as required to qualify for VAT, sales tax, or similar tax export. Such evidence must be in a form that is acceptable to the competent tax and customs authorities. Failing the above, Arena shall be entitled to invoice Client the applicable VAT, sales and use tax, or similar taxes. When Client arranges the transport and importation of Products and/or Parts, Client will provide, within 30 days of the Arena's request, documentation for such Client's transport and import and similar documents as required by the relevant tax authorities.
- 15.2. Unless otherwise provided in the Contract and in accordance with the applicable Incoterms, Arena shall Deliver Products and/or Parts, as applicable to Client: (i) FCA Arena's facility, place of manufacture or warehouse, if shipment does not involve an exit out of Arena's country of incorporation (ii) CPT carriage paid to named place of destination, for shipment within the European customs territory; (iii) for other export shipments out of Arena's country of incorporation, FOB, in case of transportation by sea (specifying port of export); FCA Arena's facility, in case of transportation by air (specifying airport of export); or CPT- carriage paid to named place of destination, (specifying port of export), in all other cases. If Client is unable to accept delivery in accordance with the agreed terms, Client shall bear all costs and charges (including storage, transportation, insurance and any Taxes) incurred by Seller.
- 15.3. Title and risk of loss to Products/and or parts shall pass to Client upon completion of its delivery obligations pursuant to the applicable Incoterms, with the exception that title and risk of loss to Products/Parts to be shipped to a Delivery destination directly from countries different from Arena's country of incorporation (drop shipment), shall pass immediately after each item departs from the territorial land, seas, and overlying airspace of the sending country. Arena retains the ownership of any Rental Equipment and software provided under the Contract. Client shall have only a license to use software in accordance with the Contract. During the rental period Client is responsible for risk of loss of Rental Equipment.

## **16. Miscellaneous**

### **16.1. Governing Law and Arbitration**

16.1.1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the laws of Saudi Arabia.

16.1.2. Any dispute or difference of any kind between the parties in connection with or arising out of this Agreement or the breach, termination or validity hereof, shall be referred to and finally settled by the Commercial Court of Riyadh.

### **16.2. Assignability**

16.2.1. The Client may not assign/novate the Agreement, and/or any of its rights and obligations without the prior written consent of Arena.



16.2.2. Arena may assign/novate the Agreement, and/or any of its rights and obligations without the prior written consent of the Client.

#### 16.3. Entire Agreement

16.3.1. The Agreement sets out the entire agreement and understanding between the parties with respect to the subject matter of it. This Agreement supersedes all prior discussions and correspondence with respect to the subject matter of it, which will not have any further force or effect. Further, notwithstanding anything to the contrary in this Agreement or any document referred to therein, in the event of any conflict between the provisions of these Terms and Conditions and any other document comprising or referred to in the Agreement, the following shall be the order in which such provisions prevail:

- (i) The Agreement Details (if applicable);
- (ii) the Quotation;
- (iii) these Terms and Conditions.

#### 16.4. Variation

16.4.1. The Agreement may be amended only by an instrument in writing signed by duly authorized representatives of each of the parties.

#### 16.5. Further Assurances

16.5.1. Each party will use all reasonable endeavors to procure that any necessary third party will, execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to the Agreement.

#### 16.6. Waiver

16.6.1. No failure or delay by the parties in exercising any right or remedy provided by law under or pursuant to the Agreement will impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy will preclude any other or further exercise of it or the exercise of any other right or remedy. The rights and remedies of the parties under or pursuant to the Agreement are cumulative, may be exercised as often as such party considers appropriate and are in addition to its rights and remedies under applicable law.

#### 16.7. Severance

16.7.1. If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision will be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause 16.7.1 will not affect the validity and enforceability of the rest of this Agreement.