

TERMS & CONDITIONS OF RENTAL AND SUPPLY OF SERVICES

Parties to the Agreement:

- (A) Gravity Media Middle East Trading W.L.L (registered commercial reg no.42379), whose registered office is at 1st Floor, Ahli Bank Building, Area 31 South Al Duhail P.O. Box 22497, Doha, Qatar (“**the Supplier**”); and
(B) “**The Customer**” as specified on the Quote.

1. Definitions

- 1.1 “**the Equipment**” means all equipment specified on the Quote together with all replacements and renewals of such equipment and the component parts and any accessories, additions, containers, handbooks and similar items.
1.2 “**the Charges**” means those amounts as specified on the Quote without any deduction.
1.3 “**the Period**” means the period specified on the Quote from and including the Commencement Date.
1.4 “**the Commencement Date**” means the earlier of the date on which the Equipment is delivered or made available for collection.
1.5 “**the Quote**” means the document prepared by the Supplier specifying the Equipment, personnel and services, the Charges and the Period (as applicable).
1.6 “**the Services**” means any services to be provided including Equipment, personnel, and services as set out in the Quote.

2. Supply

- 2.1 The Supplier agrees to provide to the Customer and the Customer agrees to accept from the Supplier the Services for the Period at the Charges subject to these terms and conditions (“**the Terms**”).
2.2 These Terms shall apply to the supply of Equipment, personnel and/or Services as applicable.

3. Conditions of Supply

- 3.1 The supply of the Services commences on the Commencement Date. At the Commencement Date the Customer shall inspect the Equipment and the Quote will be signed by the Customer or by a person authorised on behalf of the Customer.
3.2 Signature of the Quote by the Customer or by a person authorised to sign on the Customer’s behalf shall constitute acceptance of the Equipment and of the Terms.

4. Charges

- 4.1 The Customer shall pay to the Supplier during the Period the Charges in the amounts and at the intervals specified in the Quote without previous demand or invoice.
4.2 Subject to clause 4.1 above, the Supplier shall (where appropriate) be entitled to invoice the Customer at any time after the Customer has accepted a written quotation of the Supplier or the Supplier has accepted any written order of the Customer, and the Customer shall pay to the Supplier the amount specified on the invoice within 30 days of the Supplier’s invoice.
4.3 If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to:
4.3.1 terminate any supply of Services to the Supplier or suspend the supply of any Services to the Customer;
4.3.2 appropriate any payment made by the Customer in relation to any equipment or services supplied between the Customer and the Supplier towards full or partial payment of amounts due under the Quote as the Supplier shall think fit; and/or
4.3.3 charge the Customer interest at the prevailing market rate on all sums which from time to time may be due from the Customer to the Supplier and remain for the time being unpaid, such interest being calculated from the due date until actual payment compounded monthly.
4.4 The Customer is solely responsible for the payment of all taxes, charges or any other amounts that may be levied in respect of the payment for the Charges or for the delivery of or use of the Equipment or supply of Services and shall indemnify and hold harmless the Supplier against any such amounts which the Supplier is required to pay. Should Customer be required to withhold tax or similar duties, they will pay Supplier an amount such that Supplier receives the Charges net of such taxes and / or duties.

5. Use of the Equipment

- 5.1 The Customer may use the Equipment for the purposes of its business. The Equipment is not to be used, and the Customer will not permit it to be used, for any purposes for which it is not expressly designed. Further, the Customer will not use or permit the Equipment to be used or operated in a manner contrary to any instruction notified by the Supplier.
5.2 The Customer agrees that it will not:
5.2.1 without the prior consent of the Supplier effect any modification to or make any alterations additions or repair to the Equipment;
5.2.2 remove or interfere with any identification marks or plates affixed to the Equipment nor attempt to do so nor permit the same; or
5.2.3 deface the Equipment nor add any painting, sign writing, lettering or advertising to or on the Equipment.

6. Supply of Services

- 6.1 The Supplier shall supply the Services to the Customer in accordance with the specification set out in the Quote.
6.2 The Supplier shall use all reasonable endeavours to meet any performance dates for the Services specified in the Quote, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
6.3 The Supplier reserves the right to amend the Services specified in the Quote if necessary, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.
6.4 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

7. Duties of the Supplier

- 7.1 The Supplier shall during the Period in the event of any of the Equipment becoming temporarily unusable (other than as a result of accident, damage, theft or vandalism) endeavour to make available replacement equipment (not necessarily of the same type and age) for collection by the Customer within 48 hours (or so soon as is practicable) after receipt of notification from the Customer requesting the same.
7.2 The Supplier may at its own discretion from time to time withdraw any Equipment and substitute other equipment of similar make and type. Any replacement equipment shall be subject to the Terms to the same extent as the Equipment.

8. Duties of the Customer

- 8.1 The Customer shall during the Period:
8.1.1 ensure that the Equipment is operated properly and safely by persons who are competent to operate the same and in accordance with any instructions or guidance issued from time to time by the manufacturer of the Equipment by the Supplier;

- 8.1.2 ensure that the Equipment is located in a safe and secure area at all times and that all necessary fire extinguishers and cable ramps are in place during use;
- 8.1.3 be responsible for any expenses in relation to the use of the Equipment to the extent such are detailed in the Quote and/or Cover Sheet;
- 8.1.4 ensure that no foods or beverages are consumed on or around the Equipment other than clear drinking water. If the Customer does not comply with this, the Customer shall be responsible for any damages, cleaning fees and disruption caused to the Equipment as a result.
- 8.1.5 indemnify the Supplier against all fines, penalties and liabilities arising in respect of any non-compliance or contravention of any applicable law or regulation, together with any related cost or expense incurred by the Supplier;
- 8.1.6 not take or allow any of the Equipment to be taken out of Qatar without receiving prior written authority of the Supplier and, in the event of that authority being given, only on such terms as the Supplier deems fit;
- 8.1.7 bear the cost of the repair of any damage to the Equipment resulting from negligence or improper use of the Equipment by the Customer or any person permitted by the Customer to use the Equipment;
- 8.1.8 pay all costs incurred by the Supplier in respect of the supply and fixing of any accessories, extras or additions which are fixed to the Equipment at the request of or by the Customer;
- 8.1.9 take all necessary steps at its own expense to retain and recover possession or control of any Equipment of which the Customer loses control;
- 8.1.10 notify the Supplier of any change in the Customer's address and upon request by the Supplier promptly inform the Supplier of the whereabouts of the Equipment; and
- 8.1.11 co-operate with the Supplier in all matters relating to the Services;
- 8.1.12 provide the Supplier, its employees, agents, consultants and subcontractors with access to the Customer's premises, and any other location as reasonably required to provide the Services along with an opportunity to review the site where the Equipment is located to ensure compliance with these Terms;
- 8.1.13 provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure the information is complete and accurate in all material respects;
- 8.1.14 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the Commencement Date; and
- 8.1.15 comply with all local and international law applicable to its operation and use of the services and equipment provided by Supplier, including but not limited to health and safety laws.

9. Insurance (Dry Hire Only)

9.1 The Customer shall:

9.1.1 throughout the Period keep the Equipment (including any replacement equipment provided under clause 7 above) insured with an insurance company of good repute or with Lloyds underwriters against loss or damage from all risks; and

9.1.2 notify its insurers that the Equipment is on hire from the Supplier and request the insurers to endorse a note of such interest on the Policy of insurance naming the Supplier as loss payee, shall on demand and before commencement of this agreement show the Supplier the policy of insurance, premium receipts and insurance certificate and shall not use or allow the Equipment to be used for any purpose not permitted by the terms of the policy of insurance or do or allow to be done anything or act that may cause the insurance to be invalidated.

9.2 If the Customer shall make default in the payment of any premium in respect of the insurance the Supplier may pay such premium in which event the Customer shall repay the amount to the Supplier on demand.

9.3 The Customer shall indemnify the Supplier against all loss or damage to the Equipment not recoverable under the policy of insurance.

9.4 Where any event or accident shall occur which is a risk covered by the Customer's insurance the Customer shall immediately notify the Supplier, shall not compromise any claim without the consent of the Supplier, shall allow the Supplier to take over conduct of the negotiations (except in relation to claims by the Customer for personal injuries, loss of use of the Equipment or loss or damage to property unconnected with the Equipment) and shall at the expense of the Customer take such proceedings (in the sole name of the Customer or jointly with the Supplier) as the Supplier shall direct holding all sums recovered, together with any monies received by the Customer under its policy of insurance, on trust for the Supplier and paying or applying the same as the Supplier directs and as provided.

10 General Liability

- 10.1 The Customer shall be solely responsible for and hold the Supplier fully indemnified against all claims, demands, liabilities, losses, damages, proceedings, costs and expenses which may be brought against or incurred by the Supplier as a result of any accident involving the Equipment (other than death or personal injury resulting from the negligence of the Supplier or its employees or agents) or as a result of any breach or default by the Customer in the discharge of its obligations under these Terms.
- 10.2 The Supplier does not hire the Equipment subject to any condition or warranty express implied or statutory in connection with the fitness for any purpose or age of the Equipment and any conditions and warranties are expressly excluded insofar as permitted by Statute and (save for the Supplier's liability for death or personal injury caused by the negligence of the Supplier or its employees or agents in which event the Supplier's liability shall not be limited) the Supplier will not be responsible for any liability, claims, loss, damage or expense of any kind or nature caused directly or indirectly by the Equipment or its use.
- 10.3 If any Equipment is declared a total loss, the hire shall terminate. In such event the Customer shall be liable for the replacement of equivalent value which shall be deemed to be included in this agreement for all purposes and the Customer shall continue to be liable to any Charges as if such loss had not taken place, or in or towards payment to the Supplier of the sum necessary to compensate the Supplier for the loss suffered as a result of the loss of that Equipment.
- 10.4 The Supplier shall have the right itself to repair or have repaired any Equipment which suffers damage. The Customer shall be liable for the costs to reinstate or repair and for the Charges in respect of such Equipment during the time take for reinstatement or repair.
- 10.5 Customer agrees that the Supplier's entire liability (other than death or personal injury resulting from the negligence of the Supplier or its employees or agents) to the Customer in respect of this Agreement and any breach or negligent act or omission (including liability for acts or omissions of the Supplier employees, agents and sub-contractors) shall not exceed the total Charges payable by the Customer.

11 Ownership

- 11.1 The Equipment shall at all times remain the property of the Supplier and the Customer shall have no rights to the Equipment and the Customer shall not do or permit or cause to be done any matter or thing by which the rights of the Supplier in respect of the Equipment are or may be prejudicially affected.
- 11.2 The Supplier may assign and sell its rights under this agreement and its rights in and to the Equipment.
- 11.3 The Customer shall not sell, assign, charge or create any encumbrance, security interest or sub-lease over or otherwise dispose of or

abandon the Equipment, nor allow the Equipment to become a fixture on any land or property.

12 Termination

- 12.1 If the Customer shall fail to pay any Charges or other sum or shall commit a breach of these Terms or any other terms whether express or implied or shall do or allow to be done any act or thing which in the opinion of the Supplier may harm the Supplier's rights in the Equipment (or any part), then in each and every such case the Customer shall be deemed to have repudiated the agreement to provide the Services and the Supplier may on or at any time, terminate the Supply of Services.
- 12.2 Without prejudice to 12.1, the Supplier at its sole discretion may at any time and without giving any reason by seven days' notice in writing to the Customer for all purposes terminate any agreement to provide Services.
- 12.3 The Customer shall upon any termination under clauses 4.3.1, 10.3, 12.1 or 12.2 pay to the Supplier:
- 12.3.1 all arrears all arrears of Charges then due and all other sums accrued due and unpaid at the date of termination, together with interest payable under clause 4.3.3; and
- 12.3.2 the cost of all repairs required as at the date of termination; and
- 12.3.3 compensation for the loss suffered by the Supplier as a result of such termination, such loss being determined by the Supplier;
- 12.3.4 any other sums which are or become due to the Supplier or to which the Supplier is or may be entitled by way of damages.
- 12.4 The termination of the supply of Services shall not affect the rights of the Supplier or the liabilities of the Customer subsisting at the date of termination.
- 12.5 On termination of the supply of the Services howsoever or whenever occasioned or on expiry of the Period, the Customer shall no longer be in possession of the Equipment with the Supplier's consent and if applicable, shall (unless otherwise agreed with the Supplier) immediately return the Equipment to the Supplier at such address as the Supplier may direct in good working condition and at the Customer's expense and risk.
- 12.6 If this is not complied with the Supplier or its authorised representatives may at any time after such termination or expiry of the Period without notice retake possession of the Equipment and for such purpose may enter any premises belonging to or in the occupation or control of the Customer and the Customer shall be responsible for all costs, charges and expenses to be incurred in retaking possession of the Equipment.
- 12.7 The Customer shall also be responsible for all reasonable costs incurred by the Supplier at any time in ascertaining the whereabouts of the Equipment and/or the Customer.

13 Continuation Payment

13.5 Without prejudice to the provisions of Clause 12, as from the due expiration of the Period and until the Equipment has been returned or where the Equipment is returned damaged the Equipment is duly repaired the Customer shall pay by way of recompense for the continued use of the Equipment and for the Supplier's inability to hire the equipment to other person's, a daily sum (payable in arrears) at the same rate per day (pro rata if the rate in the Quote is expressed as other than per day) as the Charges were previously due in respect of the Services in addition to any amounts payable by the Customer to the Supplier for the repair of any damaged Equipment pursuant to clause 8.1 or for any costs, liabilities, expenses, damages or other loss suffered by the Supplier as a result of the late return of the Equipment and/or the Equipment being returned damaged pursuant to clause 10.

13.6 This clause shall not confer upon the Customer any right to the continued use or possession of the Equipment.

14 Taxes

All sums due from the Customer to the Supplier shall include applicable taxes at the rate or rates for the time being in force.

15 Supplier's Intervention

If the Customer fails to comply with or commits a breach of any provision of these Terms, the Supplier may without in any way being obliged to do so or responsible for so doing and without prejudice to the ability of the Supplier to treat that noncompliance as an event entitling it to terminate any agreement to supply the Services, effect compliance on behalf of the Customer on which the Customer will become liable to pay immediately any sums expended by the Supplier together with all costs and expenses including legal costs in connection.

16 Force Majeure

Although the Supplier will use all reasonable endeavours to discharge its obligations under this agreement in a prompt and efficient manner, it does not accept responsibility for any failure or delay caused by circumstances beyond its control including but not limited to acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, pandemic, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, or telecommunication breakdown or power outage.

17 Confidentiality

Each party undertakes that it shall not at any time during the Period and for a period of two years after termination of this agreement disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by this clause. Each party may disclose the other party's confidential information: (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement (ensuring that such employees, officers, representatives or advisers comply with this clause); and (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority. Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

18 Notices

All notices or other communications to any party shall be in writing and shall be deemed delivered (in the case of personal delivery) on receipt of successful transmission in the case of e-mail or on the second day following the day of posting (in the case of a posted letter) to such party addressed to it as specified on the Quote or at such address or at such e-mail address as such party may specify for such purpose by notice in writing.

19 General

19.1 Where there are two or more parties as Customer their liability shall be joint and several. In these Terms and where the context so admits or requires the masculine gender shall include the feminine or neuter (and vice versa) and expressions in the singular shall include the plural.

18.2 any provision of these Terms is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provision in question shall not be affected.

18.3 These Terms shall be governed by Qatari Laws. The Customer irrevocably submits to the exclusive jurisdiction of the Qatari Courts.

18.4 The headings in these Terms are for convenience only and shall not affect interpretation.

18.5 None of these Terms are enforceable by a person who is not a party.