4.3. If the Client fails to pay any sum on the due date then, without limiting Client shall pay Hire Charge (and any required local taxes), unless otherwise expressly agreed in writing by CT DOHA, all costs, charges and expenses reasonably incurred by CT DOHA in recovering overdue amounts.

4.1. Following acceptance by CT DOHA, Client may not cancel or terminate this Agreement unless and until CT DOHA has issued a Hire Agreement or order acceptance signed on behalf of CT DOHA or by some other act of acceptance on the part of CT DOHA, which in its discretion waives any such requirement. CT DOHA may stipulate payment of an initial deposit(s) as a condition of acceptance or performance.

3.1. No order or booking submitted by the Client shall be deemed accepted unless and until CT DOHA has issued a Hire Agreement or order acceptance signed on behalf of CT DOHA or by some other act of acceptance on the part of CT DOHA, which in its discretion waives any such requirement. CT DOHA may stipulate payment of an initial deposit(s) as a condition of acceptance or performance.

7.3. Client undertakes to CT DOHA that Client shall: grant or procure access for CT DOHA to and from the Venue at such times as CT DOHA may reasonably require to discharge its obligations; where applicable, provide free of charge within a reasonable distance of the operating position of the Equipment at the Venue: a video feed of the operating position of the Equipment at the Venue: a video feed of the operating position of the Equipment at the Venue. Video Technology Qatar LLC - TERMS OF BUSINESS

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not to sell, sub-let or otherwise dispose of or part with Equipment or any interest therein or do or permit to be done any act or thing which may prejudice or jeopardise CT DOHA's rights in the Equipment but to keep Equipment in its or CT DOHA's possession and control free from lien, charge or encumbrance so that Equipment shall at all times remain property of CT DOHA or its legal owner; to permit or procure for CT DOHA or its agents access to any premises to inspect or remove Equipment; to notify CT DOHA in writing of any change in Client's contact details and forthwith upon request to inform CT DOHA of the location of Equipment; (notwithstanding termination of this Agreement) indemnify CT DOHA and keep CT DOHA fully and effectively indemnified against all liabilities whatsoever arising out of the operation and use of Equipment and any breach by Client of this Agreement (including without limitation loss, damage or injury caused by any negligent act or omission or wilful misconduct of the Client, its employees, agents or sub-contractors or any claim that any such use or communication of any material infringes any patent, copyright, trade mark, registered design, design right or other intellectual property right of any third party) and against all costs, claims, demands, expenses and liabilities incurred by CT DOHA in connection therewith provided such indemnity shall not extend to liability for CT DOHA's negligence.

8. **Additional Client Undertakings (Dry Hire Only)**

Client undertakes during the continuance of this Agreement and until return of Equipment to CT DOHA:

8.1. to check Equipment before taking into use, to notify CT DOHA forthwith of any repair or maintenance required to Equipment and not to permit such repair or maintenance other than by CT DOHA or with its authority;

8.2. to ensure Equipment is not designed or reasonably suited and not to make any modification to Equipment, open the outer case (unless required in normal use) to remove any notices or serial numbers on the Equipment.

9. **Exclusion and Limitation Of Liability**

9.1. Client acknowledges that electronic equipment may suffer breakdown or malfunction from time to time without fault and that consequences to Client of breach of this Agreement by CT DOHA may be disproportionate to CT DOHA's Hire Charges. Therefore, Client agrees that CT DOHA's entire liability to the Client in respect of this Agreement and any breach or negligent act or omission (including liability for acts or omissions of CT DOHA's employees, agents and sub-contractors) shall be limited as follows:

9.1.1. except as provided in these terms, all conditions, warranties and representations concerning the Services and Equipment, their state, quality, description, fitness for purpose or otherwise are excluded to the fullest extent permitted by law;

9.1.2. CT DOHA's liability in respect of each event or series of connected events shall not exceed the total Hire Charges received by CT DOHA except that in the case of recorded material, CT DOHA's negligence, CT DOHA's liability shall be limited to the cost of replacing blank media only and in the case of loss or damage to physical property caused by CT DOHA's negligence, CT DOHA's liability shall be limited to Riyals 5,098,000;

9.1.3. CT DOHA will not be liable for any loss, damage or expense caused by any interruption or loss of use of Equipment, increased cost of working, delay, loss of profit or goodwill, special, consequential or indirect damage or power caused, events or circumstances reasonably foreseeable or not within CT DOHA's care advised of the risk of its occurrence;

9.1.4. Client shall give CT DOHA reasonable details of any claim in writing without delay and no later than 90 days of occurrence of the matter giving rise to the claim;

9.1.5. all Equipment agreed to be sold by CT DOHA is sold as 'as is' and no warranty is given as to performance, functionality, fitness for purpose or that it is of satisfactory quality, unless otherwise agreed by CT DOHA in writing, nothing in these terms shall limit or exclude CT DOHA's liability in respect of death or personal injury resulting from CT DOHA's negligence.

9.2. If so requested by Client, CT DOHA may consider accepting higher limits of liability subject to payment by Client of an additional charge.

9.3. CT DOHA shall not be liable to the Client by reason of any delay or failure in performing CT DOHA's obligations due to any cause beyond CT DOHA's reasonable control including, without limitation, fire, flood, material adverse weathering conditions (when CT DOHA shall be entitled not to install or, if installed, may take down all or any of the Equipment), interruption of power supply, war, act of terrorism or civil disturbance, industrial action or trade dispute or blockade, legal or governmental restriction or embargo, "Force Majeure". In the event of Force Majeure, if the Equipment has been installed at the Venue, Client shall be liable to pay the Hire Charge in full but otherwise the provisions of clause 3.3 shall apply.

10. **Termination**

10.1. CT DOHA may terminate this Agreement with immediate effect by written notice if Client (being an individual) dies, becomes bankrupt, is convicted of any serious financial offence being an offence under any law of Qatar which a person would be liable on a first conviction to imprisonment; admits in writing its inability to pay its debts as they become due; or enters into any arrangement or composition with creditors; or (being a limited company) enters into compulsory or voluntary liquidation (not being for the purpose of reconstruction or amalgamation on terms previously approved by CT in writing); or has a receiver or trustee appointed or a petition presented for an administration order; or has any distress, execution or other legal process made in respect of Client's property; or no longer holds a licence which is required by law that the Client is required to hold; or if anything analogous to the foregoing under the laws of any jurisdiction occurs in relation to the Client;

10.2. CT DOHA may terminate this Agreement forthwith by notice without liability to Client if: Client fails to pay in full any sum owing to CT DOHA or any affiliated company of CT DOHA on its due date for payment; Client commits a breach of any other provision of this or any other agreement with CT DOHA or an affiliated company of CT DOHA and (if a breach capable of being remedied) fails to remedy such breach within 7 days after notice requiring the same; or performance by CT DOHA is prevented by Force Majeure or Client is unable to obtain insurance for Equipment and CT DOHA's personnel on terms (including insurance premium) to CT DOHA's satisfaction.

10.3. Upon termination, all sums due under this Agreement shall become immediately payable by the Client and, in the case of a Dry Hire, Client shall no longer be in possession of Equipment with CT DOHA's consent and (without prejudice to Client's obligations and other rights and remedies of CT DOHA) Client shall at Client's expense return Equipment to CT DOHA in good working condition (fair wear and tear excepted) and in the event of CT DOHA may forthwith without notice repossess Equipment and all costs and expenses (including without limitation, any legal costs and expenses incurred by CT DOHA in locating, repossessing or restoring Equipment shall be payable by the Client.

10.4. Termination or cancellation shall not limit any other right or remedy of either party against the other under these terms or at law and the Client may be liable for any losses therefore incurred by CT DOHA or its legal owner;

11. **Confidentiality**

11.1. Each party shall treat as it does its own confidential information all information obtained from the other pursuant to this Agreement which is marked "confidential" or the equivalent or has the necessary quality of confidence about it.

12. The Contracts (Right of Third Parties) Act 1999 shall not apply this Agreement and no person other than CT DOHA and Client shall have any rights under or to enforce these terms.

12.2. Neither party shall assign or otherwise transfer any of its rights or obligations under this Agreement except that CT DOHA may sub-contract all or any of its obligations to a competent third party.

12.4. Any typographical or clerical error or omission in documents issued by CT DOHA may be corrected without liability on part of CT DOHA.

12.5. Any notice under these terms shall be in writing and may be served by hand, pre-paid first class post or airmail, electronic mail or facsimile to its address or facsimile number set out in this Agreement or such other address as is notified for the purpose. A confirming copy of any notice served by electronic mail or facsimile shall be sent by post within 24 hours of transmission.

12.6. Delay shall not prevent CT DOHA enforcing any provision of this Agreement. Any waiver of a breach of this Agreement shall not be operate as a waiver of a later breach of the same or any other provision. Any waiver of this Agreement is held to be invalid or unenforceable in whole or in part, the validity of the remaining provisions shall not be affected.

12.7. Headings in this Agreement are included for convenience only and shall not affect interpretation.

12.9. This Agreement shall be governed and construed in accordance with laws of Qatar. The parties agree to submit to the non-exclusive jurisdiction of the Courts of Qatar.

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