



General Terms & Conditions

1) APPLICATION OF CONDITIONS AND INTERPRETATION

These conditions apply to the hire of any item including marquees and any other piece of equipment by us, Arena Saudi Company (Branch) for Services LLC Structures (Commercial Registration No. 101069678) together with its assigns and successors in title ("the Company") to you ("the Customer") your successors, executors and personal representatives.

"Conditions" means the standard terms and conditions set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Company and the Customer.

"Equipment" includes any item hired to the Customer by the Company and shall include all replacements and renewals and all accessories and additions thereto whether made before or after the date of order.

"Contract" means the legally binding contract made between the Company and the Customer for the hiring of the Equipment.

"Writing" or "Written" includes telex, cable, facsimile transmission and comparable means of communications.

Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time. The headings in these Conditions are for convenience only and shall not affect their interpretation.

"Site" means the site designated by the Customer as the location at which the Equipment will be delivered and installed.

The hiring shall commence on delivery of the Equipment to the Customer and will end on removal of the Equipment from the Site.

2) ALTERATION OF CONDITIONS

The terms of these Conditions can only be altered with the Company's Written agreement. No term or condition contained in any order from or other communication by the Customer to the Company, which is inconsistent with the Conditions, will be deemed to have been accepted unless the Company has agreed to the Customer's terms and conditions in Writing.

3) ACCEPTANCE OF QUOTATION

No Contract will exist until the Customer has accepted the Company's quotation or proposal in Writing and the Company has issued the Customer with a written acknowledgement of the Customer's acceptance subject to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted. Unless otherwise agreed by the parties, quotations remain open for 30 days from the date shown and are subject to availability at time of order. The Company's employees or agents are not authorised to make any representations concerning the Equipment unless confirmed by the Company in Writing. In entering into any Contract the Customer acknowledges that it does not rely on, and waives any claim for breach of any such representations which are not so confirmed. Any advice or recommendation given by the Company or its employees or agents to the Customer or its employees or agents as to storage, application or use of the Equipment which is not confirmed in writing by the Company, is followed or acted upon entirely at the Customer's own risk, and accordingly the Company shall not be liable for any such advice



or recommendation which is not so confirmed. Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company. The Company hereby agrees to lease and the Customer agrees to take on hire the Equipment upon the terms and subject to the Conditions.

4) BASIS OF QUOTATION

All quotations are made subject to the following understandings:

- (a) hire charges do not include attendance by the Company's employees for any purpose other than erecting and dismantling the Equipment (unless itemised in the Customer's quotation);
- (b) hire charges for tables, chairs, forms and any equipment other than marquees, cover delivery to the Site only and do not include erecting, dismantling or placing;
- (c) "Period of Hire" means the period for which the Equipment is required to be ready for use;
- (d) prices shown are subject to a Site survey being carried out by the Company;
- (e) the Site should be firm, flat and level with good access for plant and 38 tonne trucks;
- (f) all underground services must be marked by the Customer prior to the Company's commencement on Site;
- (g) notification in Writing of any special Site restrictions such as but not limited to height/weight restrictions must be received by the Company at the time of order;
- (h) no allowance has been made for scaffolding to sub-bases (unless itemised in the Customer's quotation);
- (i) for all structures, anchoring will usually be made by use of steel stakes. These are between 1.2m – 2.4m dependant upon the type of structure;
- (j) no allowance has been made for the supply of special anchors to fix into concrete (unless itemised in the Customer's quotation);
- (k) the Customer is responsible for repairing and making good any damage caused to the Site by the erection or dismantling of any Equipment;
- (l) the quotation is based on Equipment stillages and cover boxes remaining on Site in a secure area from the end of the build through to clearing the Site at the end of the project;
- (m) The quantity/quality and description of and any specification for the Equipment shall be those set out in the Company's quotation (if accepted by the Customer);
- (n) The Company reserves the right to make any changes in the specification of the Equipment which are required to conform with any applicable statutory requirements or, where the Equipment is to be supplied to the Company's specification, which do not materially affect their quality or performance;
- (o) The Company reserves the right, by giving notice to the Customer at any time before delivery, to increase the price of the Equipment to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Equipment which are requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate information or instructions. The Price is exclusive of any applicable value added tax, which the Customer shall be additionally liable to pay to the Company;
- (p) Duty of care for the provision of relevant facilities for disabled persons lies with the customer.

5) PAYMENT

Unless otherwise agreed in Writing, the Customer acknowledges and agrees to the following:

- (a) Contracts over the value of SAR 25,000



- To pay 25% of the Price due to the Company on the Contract as a deposit within 7 days of receiving the Company's written acknowledgement of the Customer's acceptance of the quotation.
- To pay 70% of the price due on the Contract as intermediate payment 30 days prior to commencement on Site
- To pay 5% of the price due on the Contract in balance on handover

Contracts to the value/or less than SAR 25,000

- To pay 75% of the price due to the Company on the Contract as a deposit within 7 days of receiving the Company's written acknowledgement of the Customer's acceptance of the quotation
- To pay 25% of the price due on the Contract in balance on handover

(b) If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to:

- (i) cancel the Contract or suspend any further deliveries to the Customer;
- (ii) appropriate any payment made by the Customer to any items of Equipment (or any items of Equipment supplied under any other contract between the Company and the Customer) as the Company may think fit (notwithstanding any purported appropriation by the Customer); and
- (iii) charge the Customer interest (both before and after any judgement) on the amount unpaid, at the rate of 6% per annum above LIBOR base rate from time to time calculated on a daily basis, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

(c) The Company accepts no responsibility for any consequential losses.

(d) The time of payment of the Price due on the Contract shall be of the essence of the Contract. Receipts for payment will be issued only upon request. Payment shall be due without previous demand or invoice and shall be made so as to be received by the Company in cleared funds on the due date. If the date on which any amount is payable by the Customer shall not be a day on which banks in Saudi Arabia are open for business ("a Business Day") then such amount shall be paid by the Customer on the next subsequent day which is a Business Day.

6) CANCELLATION

In the event that the Customer cancels the Contract any deposit which the Customer has paid shall be forfeited. In addition, the Customer will be liable to pay the following percentage of the hire charge quoted dependent on the period of notice given prior to date of commencement of the hire. There shall be deducted from the percentage payable the amount of any deposit forfeited, but under no circumstances shall the payment be less than the amount of the deposit if that is greater

| Period of Notice | Price Percentage Payable |
|-------------------------|---------------------------------|
| Less than 60 days | 50% |
| Less than 45 days | 75% |
| Less than 30 days | 100% |

7) DELAY

The Company shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the



Equipment, if the delay or failure was due to any cause beyond the Company's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Company's reasonable control:

- (a) act of God, explosion, flood, tempest, fire or accident;
- (b) war or threat of war, sabotage, insurrection, civil disturbance or requisition;
- (c) acts, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority, import or export regulations or embargoes, including those related to any pandemic or epidemic;
- (d) strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Company or of a third party);
- (e) difficulties in obtaining raw materials, labour, fuel, parts of machinery;
- (f) power failure or breakdown of machinery;
- (g) the Site being unsuitable or access being unavailable on the date stated for delivery;
- (h) adverse wind or weather conditions;
- (i) loss or damage to Equipment by fire or flood; or
- (j) grass Sites which have not been cut.

8) NON-AVAILABILITY OF EQUIPMENT

If for any reason beyond the Company's control any item of Equipment booked is not available for the Period of Hire, the Company reserves the right to substitute an alternative size of Equipment to meet as near as possible the Customer's requirement. In such circumstances the Customer hereby acknowledges that the Company shall not be liable to the Customer or be deemed to be in breach of the Contract. In the event that the Company cannot substitute alternative items of Equipment the Company shall notify the Customer of the cancellation of the Contract in which event any deposit or other monies paid by the Customer will be refunded immediately but otherwise no claim shall lie against the Company

9) DELIVERY TO SITE

- (a) The Customer must at his or her own expense have the Site available and in a suitable condition for the erection of the Equipment at the time stated for delivery;
- (b) The Customer should either be available personally or have a representative available at the Site at the time stated for delivery to check the Equipment delivered and sign the appropriate delivery note.
- (c) The Customer shall afford to the Company or its representatives all facilities reasonably required by it to enable delivery and installation of the Equipment to take place and if so required will permit the Company to oversee the same.
- (d) If the Customer fails to take delivery of the Equipment or fails to give the Company adequate delivery instructions at the time stated for delivery, then the Customer will be deemed to have accepted delivery of the items of Equipment specified in the delivery note and without prejudice to any other right or remedy available to the Company, the Company may either:
 - (i) store the items of Equipment until physical delivery and charge the Customer for the reasonable costs (including insurance) of storage, or
 - (ii) erect/install the items of Equipment in such a manner and location as the Company considers appropriate provided that the Company shall follow insofar as possible any plan supplied to it by the Customer.
- (e) If the Customer requires the Company to relocate any Equipment previously installed or erected by the Company then the Customer will be liable for any additional charge to cover the Company's costs for such relocation except in the circumstances that the Company agrees in writing that the Company, its employees or agents were at fault in the initial location of the marquee or other item of Equipment being relocated.



- (f) Where the Equipment is to be delivered in instalments, then each delivery shall constitute a separate Contract and failure by the Company to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the Contract as a whole as repudiated.

10) OWNERSHIP

All Equipment hired remains at all times the Company's sole property. The Customer must not sub-hire or part with possession of the Equipment and must not allow any charge, lien or encumbrance to be created over the Equipment. The Customer shall at all times use his best endeavours to assist the Company to resume possession thereof whether during the hiring if the Customer has lost or relinquished possession of the Equipment or at the end of the hiring if it is not then returned to the Company, and hereby authorises the Company or its servants, agents or appointees to enter upon the Customer's premises during normal working hours for those purposes.

11) CARE OF EQUIPMENT

- (a) The Customer is responsible for the safe custody of all Equipment while on Site.
- (b) The Customer must indemnify the Company against any loss or damage caused to any Equipment by any cause but will not be liable for:
- (i) fair wear and tear to the Equipment;
 - (ii) any loss or damage caused by faulty materials or equipment.
- (c) The Customer will insure the Equipment throughout the Period of Hire against accidental loss, destruction or damage; to the full new replacement value of the equipment. Evidence of the cover should be provided one month prior to commencement of our installation. This is the 'your risk' option.
- (d) The Company may assume the risk of accidental damage, loss or destruction. The cost of this risk assumption is 6% of the Price. On payment of this additional charge the terms referred to in 11c will be waived. This is the 'our risk' option. Where the Customer takes the 'our risk' option and the Company claims on its insurance for accidental damage, loss or destruction to the Equipment, the Company reserves the right, in addition to any other remedy it may have, to claim up to a maximum of SAR 1,000,000 from the Customer in respect of any excess sum not recoverable by the Company from its insurers in respect of such claim.
- (e) Given the risk of damage to the Equipment in windy conditions the Customer must take all reasonable steps to ensure that the Equipment is sufficiently secured at all times.
- (f) The Customer must not make or cause or permit to be made any alteration, amendment, modification or addition to the Equipment without the Company's prior consent in writing.
- (g) The Customer must take such further steps as may be properly recommended by the Company or may otherwise be necessary to ensure that the Equipment will be safe without risks to health and safety when properly used by the Customer or authorised users.
- (h) The Customer must obtain, effect and keep effective all permissions, licences and permits which may from time to time be required in connection with the business of the Customer and the use of the Equipment at the Site where it is situated and to comply with all statutes and other obligations of all kinds in relation to the Equipment and the use thereof and at its own expense to add to or to install with the Equipment any safety or other equipment required by any applicable law regulation to be so added or installed for the use or operation of the Equipment.
- (i) The Customer must permit the Company and any persons duly authorised by the Company to enter on any land or premises in which the Equipment is for the time being sited so as to inspect and/or repair the Equipment.
- (j) The Customer must not use or permit the Equipment to be used in contravention of any statutory provision or regulation or in any way contrary to law or for any purpose for which the Equipment is not designed or reasonably suitable



- (k) The Customer must not remove the Equipment from the Site and must notify the Company in writing of any change in the Customer's address and upon the request of the Company to inform the Company in writing of the whereabouts of the Equipment

12) LIMITATION OF LIABILITY

In the event that the Company is unable to fulfil any terms of the Contract the Company's liability is limited to refund or cancellation of any hire charges and under no circumstances shall the Company be liable to the Customer for any indirect special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claim for compensation whatsoever whether caused by the negligence of the Company, its employees or agents or otherwise which arises out of or in connection with the hire of the Equipment and the Company's entire liability under and in connection with the hire of the Equipment and the Company's entire liability under and in connection with the Contract shall not exceed the amount of hire charges. This condition shall not apply to death or personal injury caused by the Company's negligence.

13) INSOLVENCY OF CUSTOMER

If the Customer becomes insolvent or is made bankrupt or comes to any arrangement or scheme with its creditors, or if the Customer is a company and has a liquidator, receiver or administrator appointed, or if the Customer breaches any of the Conditions of if the Company reasonable apprehends that any of the events mentioned before is about to occur in relation to the Customer and notifies the Customer accordingly then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel the Contract or suspend any further deliveries under the Contract and remove any equipment delivered with any liability to the Customer and if the Equipment has been delivered but not paid for the Price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

14) GENERAL PROVISIONS

- (a) Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- (b) No waiver by the Company of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- (c) If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

15) APPLICABLE LAW

The Contract and Conditions shall be construed according to the laws of Saudi Arabia and the Customer agrees to submit to the jurisdiction of the courts of Saudi Arabia.