

## Conditions of Sale, Installation and Maintenance of Equipment

### 1. Interpretation

1.1 In these Conditions, the following words and expressions shall have the following meanings:

**Audio Visual Technology (AVT)** - means the trading company Audio Visual Technology and or Audio Visual Technology & Security Systems, companies registered and trading from Doha, the State of Qatar.

**Customer** - means the person whose details are set out on the Quotation and or tender document; and where the Customer is a partnership references to "Customer" include all partners and each partner is jointly and severally liable for performance of the Customer's obligations under the Agreement;

**Agreement** - means the agreement made between Audio Visual Technology (AVT) and the Customer comprising these Conditions, the Quotation and the Scope of Work;

**Delivery and Installation Date(s)** - means the estimated dates for the delivery and installation of the Equipment as set out in the Quotation;

**Equipment** - means the items of equipment and accessories specified on the Quotation and any other items of equipment agreed between the parties from time to time;

**Initial Maintenance Fee** - means the fee for provision of Maintenance Services during each Maintenance Year of the Initial Maintenance Term, as set out in the Quotation;

**Initial Maintenance Term** - means the initial maintenance term set out in the Quotation;

**Maintenance Commencement Date** - means the date from which Audio Visual Technology (AVT) will perform the Maintenance Services, being the date on which the tests referred to in Condition 4.7 have been successfully completed;

**Maintenance Fee** - means the fee payable annually for Maintenance Services, as increased from time

to time in accordance with the Agreement, including the Initial Maintenance Fee but excluding for the avoidance of doubt any other sums charged by Audio Visual Technology (AVT) from time to time in respect of services not included in Maintenance Services;

**Maintenance Year** - means the period of 12 months commencing on the Maintenance Commencement Date and expiring on the first anniversary of the Maintenance Commencement Date, and each successive period of 12 months thereafter during which Audio Visual Technology (AVT) provides Maintenance Services;

**Maintenance Services** - means the number of preventive maintenance visit(s) per Maintenance Year set out in the Quotation and the provision of maintenance and repair services for the Equipment in response to a fault, as set out in the Quotation and Conditions 8 - 11 of the Agreement;

**Price** - means the price for the supply and installation of the Equipment as set out in the Quotation;

**Quotation** - means Audio Visual Technology (AVT) quotation attached to these Conditions;

**Response Time** - means, where Maintenance Services are provided, the number of hours, commencing from the time at which a notification of the fault is received by Saville, within which Audio Visual Technology (AVT) agrees to respond to notification of a fault, as set out in the Quotation and Condition 8.3;

**Scope of Work** - means the document entitled "Scope of Work" agreed in writing between the parties setting out the Customer's operational, installation and performance requirements for the Equipment;

**Site** - means the address specified in the Quotation where Equipment is to be installed and maintained;

**Software** - means software licensed by Audio Visual Technology (AVT) to the Customer pursuant to the Agreement to enable the Customer to use the Equipment, excluding, for the avoidance of doubt, Third Party Software;

**Third Party Software** - means the software described in the Quotation for which Audio Visual Technology (AVT) will procure a licence for the Customer in accordance with Condition 6;

**Warranty Period** - means the period of twelve months commencing on the date on which the tests referred to in Condition 4.7 have been successfully completed;

**Working Hours** - means 9 a.m. to 5.30 p.m. Sunday to Thursday inclusive (plus additional public holidays as announced by the Qatar Government).

1.2 Each Quotation is valid until the date specified in it, unless Audio Visual Technology (AVT) withdraws the Quotation before that date. If no date is specified in the Quotation, it shall be valid for 30 days from the date of the Quotation. A contract shall not exist and the Agreement shall not come into force until a valid Quotation signed by the Customer has been received by Audio Visual Technology.

1.3 The Agreement shall govern the contract between Audio Visual Technology (AVT) and the Customer for the sale, installation and maintenance of the Equipment to the exclusion of any terms or conditions which the Customer may purport to apply under any purchase order, confirmation of order, specification or other document.

1.4 If any of the provisions of these Conditions, the Quotation and the Scope of Work are inconsistent, such inconsistency shall be resolved by applying the provisions of the documents in the following order of decreasing precedence to the extent of such conflict only:

- **Scope of Work;**
- **Quotations;**
- **These Conditions.**