

CAPITAL RADIO UAE UK LIMITED AND CAPITAL RADIO UAE FZ LLC- (IN FORMATION) TERMS AND CONDITIONS OF BUSINESS 2018

1. INTERPRETATIONS

In these Terms:

- “the Company” Means Capital Radio UAE UK Limited a company registered in England under number registration number 11339849. In the UAE Capital Radio FZ LLC - In Formation, located in Abu Dhabi.
- “the Contract” means the contract for the sale and purchase of the advertising broadcast in the form of commercials or sponsorship;
- “the Customer” means the person firm or company or any other entity named as such on the order form to which these Terms are annexed;
- “the Goods” means the commercials or sponsorship (including any production of the goods or any elements for them) specified on the order form to which these Terms are annexed;
- “the Gulf States” means Kuwait, Bahrain, Qatar, United Arab Emirates and Saudi Arabia;
- “Installation Date” means the date upon which the Company and the Customer agree that the Company will broadcast the commercials or commence sponsorship;
- “the Services” means the broadcast or creation of the agreed commercials and/or the provision of broadcast project and or sponsorship project;
- “the coverage- ” means the transmission of the broadcast and the ‘TX’ coverage area
- “Terms” means the standard terms and conditions of sale set out in this document and as quoted in the quotation;
- “Start Date” means the date upon which the Company and the Customer agree that the Company will commence the broadcast project
- “Working Hours” means when the Customer is in:
Europe, Monday to Friday 08.00 to 18.00; or
the Gulf States, Sunday to Thursday 09.00 to 18.00pm UAE local times.
- “Writing” and any similar expression, includes facsimile transmission and comparable means of communication, but not electronic mail.

2. BASIS OF THE SALE

- 2.1 The Company shall sell and the Customer shall purchase the Goods and/or Services in accordance with the Company’s written quotation (if accepted by the Customer) or the Customer’s written order (if accepted by the Company) subject in either case to these Terms, which shall govern the Contract to the exclusion of any other terms, conditions or warranties whatsoever subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made by the Customer.
- 2.2 No variation to these Terms shall be binding unless agreed in Writing, and signed by one of the Company’s Directors.
- 2.3 The Company’s employees or agents are not authorised to make any representations concerning the Goods or Services unless confirmed by the Company in Writing. In entering into the Contract the Customer acknowledges that it does not rely on any such representations which are not so confirmed, but nothing in these Terms affects the liability of either party for fraudulent misrepresentation.
- 2.4 The information contained in the Company’s publications is provided for general guidance only and forms no part of the Contract unless expressly agreed in Writing. Customers should obtain specific recommendations and advice from the Company in Writing regarding the uses and attributes of the Goods and/or Services.
- 2.5 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.

3. ORDERS AND SPECIFICATIONS

- 3.1 No order submitted by the Customer shall be deemed to be accepted by the Company unless and until confirmed in Writing by a director of the Company.
- 3.2 The Customer shall be responsible to the Company for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Customer, and for giving the Company any necessary information relating to the Goods or Services within a sufficient time to enable the Company to perform the Contract in accordance with its terms.
- 3.3 The quantity, quality and description of the Goods and/or Services and any specification for them shall be as set out in the Customer’s quotation.
- 3.4 If the Goods are to be bespoke created, or any process is to be applied to the Goods by the Company in accordance with a specification submitted by the Customer, the Customer shall indemnify the Company against all loss, damages, costs and expenses awarded against or incurred by the Company in connection with, or paid or agreed to be paid by the Company in settlement of, any claim for infringement of any Intellectual Property rights of any other person which results from the Company’s use of the Customer’s specification.
- 3.5 The Company reserves the right to make any changes in the specification of the Goods or Services and in particular any changes which are required to conform with any applicable statutory or UAE / EU requirements.
- 3.6 No order which has been accepted by the Company may be cancelled by the Customer except with the agreement in Writing of the Company and on terms that the Customer shall indemnify the Company in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Company as a result of cancellation.

4. PRICE

- 4.1 The price of the Goods and/or Services shall be the price stated in the Company’s written quotation. All prices quoted are valid for 30 days and may be withdrawn by the Company within such period at any time by Written notice, and are subject to the provisions of Clause 4.2 below.
- 4.2 The Company reserves the right by giving notice in Writing to the Customer at any time before delivery to increase the price of the Goods or Services to reflect any increase in the cost for the Company which is due to any factor beyond the control of the Company (such as, and without limitation, any foreign exchange fluctuations, currency regulation, import duty or other like taxation or charge, alteration of duties,

significant increase in the costs of labour, material or other costs of manufacture or supply), any change in delivery dates, project broadcast commencement Dates, quantities or specifications for the Goods which is 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.

- 4.3 All prices quoted for the Goods are, unless otherwise stated, on an ex-works basis unless otherwise agreed in Writing between the parties. Where the Company agrees to deliver the Goods otherwise than at the Company’s premises, the Customer shall be liable to pay the Company’s charges for transport, packaging and insurance.
- 4.4 All prices are quoted on the basis that all travel, advertising creation and any other work takes place within Working Hours. If any travel, or other work is required to take place outside Working Hours then the Company reserves the right by giving notice in Writing to the Customer at any time before delivery to increase the price.
- 4.5 The price is exclusive of any applicable value added tax, which the Customer shall be additionally liable to pay at the applicable rate currently +5%.

5. TERMS OF PAYMENT

- 5.1 Subject to any special terms agreed in Writing between the parties, the Customer’s terms of payment are as follows:
- 5.1.1 The Company may invoice the Customer for the full price of the Goods and Services on or at any time after a Contract has been entered into.
- 5.1.2 The Customer shall pay by cleared funds a deposit equal to 50% of the price within 3 days of receipt of the invoice, strictly paid by AED bank transfer into the Companies nominated UAE AED bank account.
- 5.1.3 The Customer shall pay the balance of the price within 7 days of the date of the Company’s invoice, same payment method as 5.1.2 and the Company shall be entitled to recover the whole price, notwithstanding that broadcasting the agreed commercials may not have taken place and the property in the Goods has not passed to the Customer. The time for payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only on request.
- 5.1.4 All invoices paid in full, ie 100% by cleared funds within 4 days of the date of the invoice shall receive a discount of 2% of the quoted project price.
- 5.2 For the avoidance of doubt no dispute arising under the Contract nor delays beyond the control of the Company shall interfere with prompt payment in full by the Customer in accordance with these Terms.
- 5.3 If for any reason the Customer fails to make payment on the due date then, without prejudice to any other right or remedy available to the Company in respect of this Contract or such other contracts or any or all of them, the Company may do all or any of the following:
- 5.3.1 terminate the Contract forthwith by notice in Writing; or
- 5.3.2 postpone the fulfilment of its own obligations and suspend work and broadcasts;
- 5.3.3 appropriate any payment made by the Customer to such of the Goods and/or Services (or the Goods and/or Services supplied under any other contract between the Customer and the Company) as the Company may think fit (notwithstanding any purported appropriation by the Customer); and
- 5.3.4 charge the Customer interest (both before and after any judgment) on the amount unpaid, at the rate of 8% per annum above the UAE Central Banks base rate from time to time, until payment in full is made (a part of the month being treated as a full month for the purpose of calculating interest).

6. Broadcast Commencement And Creation

- 6.1 The project or broadcast commencement Dates shall be agreed between the Customer and the Company in writing.
- 6.2 The Customer shall provide the Company with reasonable time frames to commence the advertising project. The Customer will be responsible for ensuring that the required 50% has been paid in line with term 5.1.2 in order to avoid project start dates
- 6.3 Both parties shall endeavour to comply with the project start Dates. Where a party cannot comply notice of postponement must be served on the other party in Writing. Time for project commencement shall not be of the essence.
- 6.4 If:
- 6.4.1 the Customer cancels or postpones a project start date Date; or
- 6.4.2 the Customer is unable to allow the Company sufficient time to enable the Company to create and complete any commercials or programe sponsmerships; or then the Customer shall pay to the Company in respect of the costs and expenses (including any charges incurred for all work undertaken as part of the ordered project) a sum in addition to the price calculated in accordance with the following scale:

<u>Number of days’ notice given</u>	<u>Charge</u>
10+ working days	25% of the price
7-9 working days	50% of the price
3-6 working days	75% of the price
2 working days	95% of the price
0-1 working days	100% of the price

7. RISK AND PROPERTY

- 7.1 Risk of loss or damage or deterioration to the Goods shall pass to the Customer at the Company’s premises, at the time of delivery or, if the Customer wrongfully fails to confirm the project content, the time when the Company has tendered delivery of the Goods.
- 7.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Terms, the property in the Goods shall not pass to the Customer until the Company has received in cash or cleared funds payment in full of the price of the Goods and all other goods agreed to be sold by the Company to the Customer for which payment is then due.
- 7.3 Until such time as the property in the Goods passes to the Customer (and provided the Goods are still in existence and have not been resold), the Company may at any time require the Customer to deliver up the Goods to the Company and, if the Customer fails to do so forthwith, enter on any premises of the Customer or any third party where the Goods are stored and repossess the Goods.
- 7.4 Until such time as the property in the Goods passes to the Customer, the Customer shall hold the Goods as the Company’s fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties, and properly stored, protected and insured and identified as the Company’s property; but the Customer may resell or use the Goods in the ordinary course of its business.
- 7.5 The Customer shall only be at liberty to sell the Goods purchased from the Company

prior to the passing of title on the understanding that the Customer will hold on trust for the Company so much of the proceeds of sale received by the Customer under contracts which include all or any of the Goods either in their original or altered states as are necessary to discharge payment in full to the Company.

- 7.6 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Company, but if the Customer does so all monies owing by the Customer to the Company shall (without limiting any other right or remedy of the Company) forthwith become due and payable.

8 DELIVERY

- 8.1 Delivery of the Goods shall be made by the Company delivering or arranging for delivery of the Goods to the Customer's premises or another place agreed between the Company and the Customer.
- 8.1 Any dates quoted for delivery of the Goods are approximate only and the Company shall not be liable for any delay in delivery of the Goods howsoever caused. Time for delivery shall not be of the essence of the Contract unless previously agreed by the Company in Writing. The Goods may be delivered by the Company in advance of the quoted delivery date on giving reasonable notice to the Customer.
- 8.2 The date of project commencement shall in every case be dependent upon prompt receipt of all necessary information final instructions or approvals from the Customer. Alterations by the Customer in design specifications or quantities required may result in delay in delivery.

9 WARRANTIES AND LIABILITIES

- 9.1 Subject to the following provisions, the Company warrants that the Goods will correspond with their specification at the time of delivery and that the Company will comply with all safety and security regulations in force at the Site which are brought to the attention of such of its employees or agents as are attending the Site.
- 9.2 Where the Company supplies any Goods supplied by a third party, the Company does not give any warranty, guarantee, or other term as to their quality, fitness for purpose or otherwise, but shall, where possible, assign to the Customer the benefit of any warranty guarantee or indemnity given by the person supplying the Goods to the Company.
- 9.3 The Company warrants that the Services will be provided with due care, skill and expertise.
- 9.4 The Company shall be under no liability:
- 9.4.1 in respect of any defect in the Goods or Services arising from any drawing, design or specification supplied by the Customer;
- 9.4.2 in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Company's instructions (whether oral or in Writing), misuse or alteration or repair of the Goods without the Company's approval;
- 9.4.3 if the total price for the Goods and Services has not been paid by the due date for payment.
- 9.5 Subject as expressly provided in these Terms, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 9.6 Where the Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Customer are not affected by these Terms.
- 9.7 A claim by the Customer which is based on any defect in the quality or condition of the Goods or their failure to correspond with the specification shall (whether or not delivery is refused by the Customer) be notified to the Company in Writing within seven days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If the delivery is not refused, and the Customer does not notify the Company accordingly, the Customer shall not be entitled to reject the Goods and the Company shall have no liability for such defect or failure, and the Customer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.
- 9.8 Where a valid claim in respect of any of the Goods which is based on a defect in the quality or condition of the Goods or their failure to meet with the specification is notified to the Company in accordance with these Terms, the Company may replace the Goods (or the part in question) free of charge or, at the Company's sole discretion, refund to the Customer the price of the Goods (or a proportionate part of the price), in which case the Company shall have no further liability to the Customer.
- 9.9 A claim by a Customer, which is based on the failure by the Company to provide the Service adequately or in accordance with these Terms, shall be notified to the Company in Writing within seven days from the date upon which the Service was provided. If the Customer does not notify the Company accordingly the Customer shall not be entitled to reject the Service and the Company shall have no liability for such breach and the Customer shall be bound to pay the price as if the Service had been provided in accordance with the Contract.
- 9.10 Where a valid claim, which is based on the failure of the Service to accord with these Terms, is notified to the Company in accordance with these Terms, the Company may remedy any defective works carried out without charge, or, at the Company's sole discretion, refund to the Customer the price of the Service (or a proportionate part of the price), in which case the Company shall have no further liability to the Customer.
- 9.11 The Customer warrants that:
- 9.11.1 he is insured adequately in respect of Employer's Liability and Public Liability risks;
- 9.11.2 he will comply in full with all relevant statutes and bye-laws relating to health and safety of the Company's personnel at the Site at all times;
- 9.11.3 if he requires any approval, consent or licence for the installation or use of the Goods and/or Services he will ensure that such approval, consent or licence is in full force and effect;
- 9.11.4 he has explained to the Company any specific requirements in full and has satisfied himself as to the Company's suitability to perform or provide the Services and accordingly the Company gives no warranty, express or implied in respect of this.
- 9.12 Except in respect of death or personal injury caused by the Company's negligence, or liability for defective products under the Consumer Protection Act 1987, the Company shall not be liable to the Customer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for loss of profit or for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Company, its

employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or Services (including any delay in supplying or any failure to supply the Goods or Services in accordance with the Contract or at all) or their use or resale by the Customer and the entire liability of the Company under or in connection with the Contract shall not exceed the price of the Goods and/or Services, except as expressly provided in these Terms.

- 9.13 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 Goods or Services, if the delay or failure was due to any cause beyond the Company's reasonable control. Without limiting the foregoing, the following shall be regarded as causes beyond the Company's reasonable control:
- 9.13.1 act of God, explosion, flood, tempest, fire or accident;
- 9.13.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;
- 9.13.3 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
- 9.13.4 import or export regulations or embargoes;
- 9.13.5 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Company or of a third party);
- 9.13.6 difficulties in obtaining raw materials, labour, fuel, parts or machinery;
- 9.13.7 power failure or breakdown in broadcast transmitters or internet connectivity.
- 9.14 The Customer may not withhold payment of any invoice or other amount due to the Company by reason of any right of set-off, discount, deduction or counterclaim whatsoever which the Customer may have or allege to have or for any reason whatever.

10. INSOLVENCY OF BUYER

- 10.1 This Clause 10 applies if:
- 10.1.1 the Customer makes a voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
- 10.1.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer; or
- 10.1.3 the Customer ceases, or threatens to cease, to carry on business; or
- 10.1.4 the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.
- 10.2 If this Clause applies then, without limiting any other right or remedy available to the Company, the Company may cancel the Contract or suspend any further deliveries under the Contract without any liability to the Customer, and if the Goods have been delivered or the Service carried out but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

11. GENERAL

- 11.1 These Terms embody the entire Contract between the parties and they shall govern the Contract to the entire exclusion of any other express or implied conditions, representations, various exclusions, additions and amendments unless agreed in Writing and executed jointly by the Customer and a Director of the Company.
- 11.2 All rights throughout the world in the intellectual property (which shall include but is not limited to copyright, trade marks and know-how) arising in the course of the Contract shall belong to the Company. The Customer shall not make unauthorised copies of any material supplied in accordance with the terms of the Contract.
- 11.3 The Contract shall be governed and interpreted exclusively according to the law of the UAE and or Dubai, Abu Dhabi Courts and the parties hereto agree to submit to the exclusive jurisdiction of the UAE Courts or UAE Emirates jurisdiction.
- 11.4 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.
- 11.5 If any provision of the Contract is held by a court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected.
- 11.6 Subject to the Customer's consent (which shall not be unreasonably withheld or delayed), the Company shall be entitled to carry out its obligations under this Agreement through any agents or sub-contractors appointed by it in its absolute discretion for that purpose.
- 11.7 Any notice to be served on either of the parties by the other shall be sent by prepaid recorded delivery or registered post or by telex or by facsimile and shall be deemed to have been received by the addressee within 72 hours of posting or 24 hours if sent by email to the correct email addressee.
- 11.8 A person who is not a party to this Agreement obtains no benefit from this Agreement and has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.