



Access All Areas LLC, Terms & Conditions

1. In these conditions unless the context otherwise appears the following words and expressions shall have the following meanings:

(i) "These Conditions" means the conditions of hire herein contained.

(ii) "The Company" means Access All Areas LLC.

(iii) "The Hirer/Renter" means the person, Firm or Company who or which has agreed to hire the Equipment from the Company.

(iv) "The Equipment" means the Equipment specified on our Work Order together with (if any) the accessories and flight cases and any part or parts of the same.

(v) "The Technician(s)" means the employee(s) or Subcontractor(s) of the Company (if any) supplied with the equipment to operate the same number of which (if any) shall be specified on our Work Order.

(vi) "The Agreement" means the agreement between the Company and the Hirer/Renter for the Hire of the Equipment.

(vii) "The Hire Period" means the period defined as the period of time from the date the equipment leaves the warehouse of Access All Areas to the date that it is returned to the warehouse of Access All Areas. These dates will be agreed between Access All Areas and the hirer / renter prior to the transit of the equipment from the Access All Areas warehouse and stated on the quotation supplied by Access All Areas to the hirer / renter.

Any adjustment to this hire period after the date that the equipment leaves the Access All Areas warehouse an extension and a revised quotation will be supplied.

2. The Agreement is subject to these Conditions, which supersede all previous communications, representations and agreements whether, written or oral and no additions or alterations to these Conditions shall be binding on the Company unless agreed to in writing and signed by a duly authorised employee or agent of the Company. Any terms and conditions proposed by the Hirer/Renter shall only apply if the same have been agreed by or on behalf of the company in accordance with the provisions of this paragraph and in the case of any conflict between such terms and conditions and these Conditions the latter shall prevail. These Conditions stay in affect until superseded by published Conditions

3. The Company endeavors to ensure that the Equipment is sound, in good order and condition at the time of delivery to or collection by the Hirer/Renter but it shall be the responsibility of the Hirer/Renter to ensure that the

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Equipment is fully suitable in all respects (including type and condition) for the purpose for which it is hired. Upon delivery or collection the Equipment shall be examined and checked by the Hirer/Renter before being taken into use and if found to be defective or deficient will be replaced or defects or deficiencies remedied by the Company without additional charge but in no circumstances shall the Company be liable for any loss or damage of whatever kind however caused arising out of or in connection with the use of or the inability to use the Equipment. At no time shall the Company be held responsible for malfunction of any equipment rented. This includes any consequential loss, or damages arriving from non-delivery due to technical breakdown. The Hirer/Renter shall use or cause to be used the Equipment in a skilful and proper manner and shall subject to the provisions of this clause at his own expense keep it in good and substantial repair and condition (save for fair wear and tear) and further shall take all precautions necessary to ensure its safety and security. The Hirer/Renter will not open the outer case (if any) of the Equipment or of any item or part thereof nor interfere in any way with the Equipment or the mechanism thereof or any nameplates or signs or serial numbers thereon and will not expose the Equipment to the elements (in particular to salt water and spray) and will keep the Equipment protected in all respects. Unless the same shall have been caused by the willful default or willful misconduct of the Technicians any loss or damage to the Equipment including loss or damage caused by non-familiarisation or misuse of the same is the sole responsibility of the Hirer/Renter who will be charged with the cost of repair or full replacement value of the Equipment as the case may be. The Hirer/Renter must not repair or attempt to repair or request a third party to repair or attempt to repair the Equipment.

4. Any order or instruction required to be given to the Company by the Hirer/Renter shall be given by him or his duly authorised agent in writing. If given orally it shall be confirmed in writing to the Company within three days. The Company shall not be liable for the consequences of any inaccuracies or misunderstandings resulting from any order or instructions by the Hirer/Renter not received by the Company in writing or so confirmed. The Hirer/Renter shall be solely responsible for any statement, representation, order, instruction, guidance or advice made or given by the Hirer/Renter to the Technician.

5. The Equipment shall be delivered and collected at such time and place as shall be mutually agreed between the Company and the Hirer/Renter. If delivered to the Hirer/Renter the signature of any person purporting to be any employee of the Hirer/Renter shall be sufficient evidence of delivery. The Company shall use its best endeavors to comply with any time schedules but will accept no liability for non-delivery of Equipment or non-arrival of Technicians by a specific time or date or within a specified time from receipt of order. The Company shall not be liable for delays due to unforeseen circumstances or due to causes beyond its control including but not limited to



acts of nature, acts of Government, labour disputes and delays in transport.

6. Unless otherwise agreed in writing between the Company and the Hirer/Renter it shall be the responsibility of the Hirer/Renter to return the Equipment to the Company on termination of the hire. If the Company agrees to collect the Equipment on termination of the hire the Hirer/Renter shall remain fully responsible for the safety protection repair and condition (subject as aforesaid) of the Equipment until it is in the possession of the Company.

7. During the continuance of the Agreement the Hirer/Renter shall pay to the Company by way of rent for the hire of the Equipment and the Technicians the Company's hire charge shown in the Company's hire catalogue current from time to time or such other hire charges as may have been agreed in writing between the Company and Hirer / Renter. For the avoidance of any doubt the Hirer/Renter shall be liable for payment of hire charges as from the time for which the Equipment is ordered (which shall be the commencement of the hire period) until either (i) the time of its return to the Company or (ii) if the Equipment is lost or stolen or is otherwise irrecoverable or is damaged then in any such case the time of its replacement or repair and the company undertakes to replace or repair the same as soon as reasonably possible. A 24-hour period or part constitutes one day's hire.

8. Without the previous consent of the Company, Equipment must not be used on any abnormal or hazardous assignment, taken out of the UAE or taken from the ground other than on a regular scheduled flight by any airline recognised by I.A.T.A. The Hirer/Renter shall be solely responsible for obtaining all customs clearances licenses and permits as shall be necessary to take the Equipment out of the UAE. If any Equipment taken out of the UAE is lost or is damaged or breaks down and the Company agrees to replace the same the Company's liability shall only extend to delivery of any replacement at a location within the UAE.

9. In addition to the hire charges for the Equipment the Hirer/Renter shall pay all delivery charges.

10. Cancellation of Hire is at the discretion of either party to the agreement. In the event that the hirer cancels the following penalties and payments will remain due: All cancellations by the hirer / renter are acceptable upon receipt by Access All Areas of a signed fax or letter confirmation detailing the cancellation and the cancellation date will be determined by the receipt of the signed fax confirmation.

Without prejudice to any other right or remedy available to the Company in the event that the Hirer/Renter cancels any order then the Company reserves the right to make a cancellation charge of:



- 25% of the total charge if cancelled more than 21 days prior to the required date.
- 50% of the total charge if cancelled between 14 and 21 days prior to the required date.
- 100% of the total charge if cancelled less than 14 days prior to the required date.

11. All hire and other charges are net and unless otherwise agreed between the Company and the Hirer/Renter shall be due and payable within 30 days of the invoice date. If any hire charge or other sum due to the Company is not be paid by the Hirer/Renter on the date when the same charge is due and payable, the Hirer/Renter shall be liable to pay interest upon such hire charge or other sum at the rate of 5% per annum above the base rate of Lloyds TSB Dubai on a monthly basis during the period in which interest is payable from the due date until the actual date of receipt.

12. The Equipment remains at all times the property of the Company and the Hirer / Renter shall have no right title or interest therein save that of a Hirer/Renter thereof under these Conditions. The Hirer/Renter shall not sell or offer for sale, assign, mortgage, pledge, underlet, lend or otherwise deal with the Equipment or any part or parts thereof or deal with the Hirer/Renter's interest under these Conditions whose interest is personal to the Hirer/Renter and the Hirer/Renter will keep the Equipment in his own possession for his own use and will not allow any alien or other encumbrance to be created in respect of the same.

13. A deposit paid by the Hirer/Renter (if any) shall be repaid to the Hirer / Renter without interest when the Equipment has been returned to the Company and all charges and other monies due to the Company under the terms of the Agreement have been paid.

14. The Agreement may be determined by the Company forthwith by written notice given by the Company to the Hirer/Renter to that effect on the happening of any of the following events namely if the Hirer/Renter fails to pay any charges hereunder within seven days of the same having become due (whether demanded or not) or fails to observe or perform any other of these Conditions or if the Hirer/Renter commits any act of bankruptcy or being a company goes into liquidation or has a Receiver appointed in respect of the whole or any part of its undertaking or assets or is subject to a Receiving Order or makes any arrangement with or assignment for the benefit of the Hirer / Renter's creditors or if distress is levied or threatened on any of the Hirer/Renter's property or if the Hirer/Renter abandons the Equipment.

15. The termination of the Agreement and the hire thereby created for any



reason whatsoever shall not affect any other right or remedy of the Company against the Hirer/Renter and without prejudice to the generality thereof shall not affect the right of the Company to recover from the Hirer/Renter any hire charges and other monies due to the Company at the date of such determination and shall not affect the Company's right to recover damages from the Hirer/Renter in respect of any breach of these Conditions.

16. Any time or other indulgences granted by the Company to the Hirer/Renter shall not affect the rights of the Company under the Agreement.

17. The Company reserves the right to subcontract all or any part of the Hirer / Renter's order and to assign or otherwise deal in any way whatsoever with the Company's interest in the Equipment and in the Agreement.

18. The Hirer/Renter is advised not to use any original materials on in or in connection with the use of the Equipment and the Company cannot accept any responsibility in connection with any loss or damage to or in respect of the same.

INSURANCE

19 (i.) The Hirer/Renter undertakes to Insure all hired Equipment supplied by the Company at its full replacement value against physical loss or damage from the time it leaves the Company's premises until it is returned to the Company's premises or from the time it is delivered to the time it is collected from the Hirer/Renter by the Company or the Technician. Such Insurance may at the option of the Hirer/Renter be effected either by the Hirer/Renter or by the Company on the Hirer/Renter's behalf. Where the Hirer/Renter effects insurance the Hirer/Renter shall ensure the Company's interests is noted by insurers and shall notify the Company accordingly and give such evidence of insurance and other details of the policy or policies as the Company may require. Particulars of replacement values will be supplied by the Company on request. Any Insurance arranged by the Hirer/Renter shall be in an amount required by the company and in terms not less favourable than the terms of the Company's Insurers.

(ii) Where the Hirer/Renter does not effect its own Insurance, the Hirer/Renter shall notify the Company prior to the hired Equipment leaving the Company's premises and the Company will effect appropriate insurance on the Hirer/Renters behalf. A premium of 10% of the gross equipment hire charge will be charged. It must be noted that the Hirer/Renter is required to pay the first 6000 Dhs of each and every separate item of any loss and that while the cover which the Company can effect represents the maximum cover available on a general basis under present conditions, The



Hirer/Renter will nevertheless remain liable for additional hire charges and for all insured risks of loss or damage (including for example war risks) without limitation. A charge will be made by the Company to the Hirer/Renter in respect of such Insurance. The Hirer/Renter undertakes to make full disclosure of all material circumstances affecting such insurance (for example overseas or hazardous or abnormal use or use which may expose equipment to the elements or use involving non-scheduled aviation) and undertakes not to do or omit to do anything which would have the effect of invalidating such Insurance. Any such disclosure must be made or confirmed by letter sent to the Company by recorded delivery to reach it in sufficient time for underwriters to be consulted.

(iii) In the event of any loss, theft or damage the Hirer/Renter must notify the Company as soon as possible within a period of 24 hours. In the case of theft or loss the Police must be informed at the first opportunity. Failure to comply invalidates the cover.

(iv) The Hirer/Renter shall indemnify the Company against all loss or damage to the Equipment not recoverable under the policy of insurance.

September 1st 2003

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