

## **General Rental Conditions of VANTAGE FILM GmbH (Lessor)**

### **1. Rented Equipment**

The rented equipment includes the equipment and objects listed in the so-called Rental Schedule (film and other equipment for film shootings including their accessories, hereinafter the "Rented Equipment").

### **2. Rental Period, Rent**

The rental period begins and ends at the points in time set out in the Rental Schedule. In any event, the rental period shall begin upon the dispatch or delivery of the Rented Equipment from or out of Lessor's store. The rental period shall end upon expiry of the point in time set out in the Rental Schedule, even if the Rented Equipment is returned earlier. If the Rented Equipment is not returned upon expiry of the rental period provided in the Rental Schedule, the full rent (weekly or daily rent for the Rented Equipment according to the respectively applicable price list of Lessor or the Rental Schedule) shall be payable until receipt of the Rented Equipment by Lessor. The full rent shall also be payable if the Rented Equipment is picked up or sent after 12 noon and/or received by Lessor before 12 noon on the scheduled day. Lessee shall not be liable for rent or daily rent for Saturdays, Sundays and statutory holidays within the rental period if Lessee can prove that the Rented Equipment was neither in use nor on stand-by on such days. Rent shall be payable irrespective of whether the Rented Equipment is actually used. Lessor does not assume any liability for delivery delays caused by circumstances beyond its control.

### **3. Rental Schedule**

The rent to be paid for the Rented Equipment is set out in the Rental Schedule. The rent is calculated either on a weekly or daily basis or as a flat fee for the whole rental period. If the rent applies to a set of equipment and accessories for which the Rental Schedule provides an overall rent, such full rent shall also be payable if, upon Lessee's request, individual parts of such equipment or accessories are not provided. The rent owed by Lessee shall be subject to the respectively applicable legal VAT.

### **4. Lessor's Duties**

Lessor shall deliver the Rented Equipment for the contractually provided purposes (commercial film shootings etc.). Lessor shall check and maintain the Rented Equipment prior to its delivery to Lessee and, if it proves defective upon delivery, repair it. Lessee may not re-let the Rented Equipment.

### **5. Transportation, Import Regulations at the Place of Delivery**

The costs and risks of transportation shall be borne by Lessee. This shall also apply in cases where Lessor or its agent effects delivery. Lessee shall bear the costs of packaging, which shall be billed at cost by Lessor. If the Rented Equipment is dispatched to a foreign destination, Lessee shall ensure proper observance of customs procedures. Lessee shall inform

Lessor about all import regulations applicable at the place of delivery and the optimal shipment conditions for import. Lessee shall also be responsible for compliance with all import regulations and other provisions applicable at the place of delivery and shall bear all costs and risks relating to the import of the Rented Equipment.

## **6. Right of Ownership and Disposal**

Lessor retains exclusive ownership and constructive possession of the Rented Equipment. Any transfer of the Rented Equipment to third parties, whether for valuable consideration or free of charge, shall be subject to the express prior written consent of Lessor. If the Rented Equipment is transferred to third parties in breach of the Contract, Lessor shall have the right to immediately terminate the Contract and repossess the Rented Equipment, without prejudice to any other rights that Lessor may claim. Lessee shall promptly notify Lessor of any measures to levy execution on the Rented Equipment. Lessee shall bear the cost of any judicial remedies claimed by Lessor to protect Lessor's rights of ownership to and constructive possession of the Rented Equipment. Lessee shall also indemnify Lessor against any loss or expense incurred by Lessor as a result of measures to levy execution upon the Rented Equipment.

## **7. Lessee's Duties and Liability**

### **7.1 Lessee's duties upon receipt**

Lessee shall inspect the Rented Equipment upon receipt immediately. The Rented Equipment shall be deemed to have been accepted in good order and condition, unless Lessee expressly notifies Lessor in writing of any defects. Lessee shall bear the cost of any repairs which become necessary during the rental period as a result of defects that were not expressly complained to Lessor upon receipt of the Rented Equipment. Any damage or loss to the Rented Equipment occurring during the rental period shall be immediately notified to Lessor.

### **7.2 Lessee's duties during the rental period**

Lessee shall handle the Rented Equipment carefully and with the required caution. The Rented Equipment should not be exposed to extreme weather conditions (dust, dirt, heat, frost, humidity or water). At no time shall the Rented Equipment be kept in an unguarded location. If no supervisory staff is available, the Rented Equipment must be stored in rooms that can be locked safely. If the Rented Equipment is kept in vehicles, such vehicles must be guarded on a permanent basis.

### **7.3 Lessee's liability for damage, loss etc.**

Lessee shall assume the unrestricted liability for any damage to the Rented Equipment, regardless of its cause, for the whole rental period from its delivery or dispatch until its return to Lessor. In particular, Lessee shall also be liable for any damage to the Rented Equipment caused by their improper or unprofessional use. However, Lessee may prove that the damage was caused by Lessor's breach of the Contract and must therefore be borne by Lessor. Lessee's obligation to pay damages in the event of destruction or loss of the Rented Equipment shall include payment of its replacement value and compensation of the loss of use

incurred by Lessor in the amount of the agreed rent, at least until payment of the replacement value to Lessor.

#### **8. Disclaimer of Liability by Lessor, No Rent Reduction**

Lessor assumes no liability for any direct or indirect damage or loss incurred as a result of malfunctions or breakdowns of the Rented Equipment (or parts therefrom), except as set forth below. Lessee shall not be discharged from any obligation to pay rent, nor shall Lessee be entitled to any reduction of rent, unless such malfunctions and breakdowns relate to defects expressly complained in writing to Lessor upon receipt of the Rented Equipment.

The foregoing disclaimer of liability and exclusion of rent reduction does not apply to:

- a) injuries to life, body or health resulting from an intentional or grossly negligent failure by Lessor or any of its agents or servants to perform his/her/its duties; or
- b) any other damage resulting from an intentional or grossly negligent failure by Lessor or any of its agents or servants to perform his/her/its duties.

#### **9. Insurance by Lessee**

Lessee shall insure the Rented Equipment for the period from its dispatch until its return to Lessor. Lessee shall evidence such insurance by submitting to Lessor the insurance policy which must expressly name Lessor as the beneficiary of the insurance benefits in the event of damage to or loss of the Rented Equipment.

Such insurance will be taken out by Lessor only if expressly provided in the Rental Schedule. The cost of such insurance shall amount to 10% of the rent. Lessee shall pay a deductible of 3,000.00 € (in words: three thousand Euro) of the costs of each damage. The insurance terms and conditions provided in Lessor's Internet site ([www.vantagefilm.com](http://www.vantagefilm.com)) shall apply to the insurance policies taken out by Lessor (to be separately agreed with Lessor), in particular exclusions for specific risks (such as racing events, underground shootings, underwater shootings, shootings in high mountain regions, shootings from the air and during expeditions).

#### **10. Due Date, Termination, No Discount, Consequences of Default**

The rent (including incidental expenses) shall be immediately due and payable without deduction when billed. Lessor shall be entitled to demand payment of the rent, down or part payment(s) before dispatch of the Rented Equipment. If Lessee fails to make any (part) payment when due, Lessor shall be entitled to terminate the rental relationship with immediate effect and demand return of the Rented Equipment. Lessee hereby authorizes Lessor to enter any room or area in which the Rented Equipment is stored in order to repossess its property – thereby waiving Lessee's rights to deny access. Lessee shall not be entitled to any right of retention whatsoever.

If court or out-of-court composition or bankruptcy proceedings are initiated against Lessee, if Lessee is in default of payment (Section 286 of the German Civil Code [BGB]), and if court proceedings are initiated to recover invoiced rent, any discounts granted by Lessor shall cease to apply.

If Lessee is in default of payment of the rent (demand for payment by Lessor past the payment date of the invoice or demand for payment by Lessor after Lessee's failure to pay an invoice within 30 days from receipt), Lessor shall be entitled to add default interest at eight percent above the then current base rate of interest of the European Central Bank as a minimum compensation for damages, without prejudice to Lessor's right to claim additional damages, if applicable.

#### **11. Credit in the End Titles, Reference**

Lessee shall include the name and/or logo of Lessor as a film equipment service provider in the end titles, or propose such credit in the end titles. The Parties agree that Lessor's logo shall be included in the end titles in particular if the logo of other service providers is also included. Lessor shall be entitled to mention the name of Lessee and its film project for which the Rented Equipment was used and to use any published press material relating to such reference (e.g. in Lessor's Internet site and its public relations work). Such credit shall be governed by the "Credit Memorandum" provided in Lessor's Internet site.

#### **12. Applicable Law, Place of Performance, Place of Jurisdiction, Final Provisions**

The place of performance for delivery and return of the Rented Equipment and payment of the rent shall be 92637 Weiden, Germany.

The place of jurisdiction for disputes arising from and in connection with the Rental Contract shall also be 92637 Weiden, Germany.

Lessor may also elect to sue Lessee in the courts of Lessee's seat.

The Parties' rights and duties and all litigations that might result therefrom shall be governed by the laws of the Federal Republic of Germany, without regard to their rules on conflict of laws.

No oral side agreements have been made and any such claimed agreements shall be null and void. Any agreement inconsistent with these General Terms and Conditions as well as any amendment to the Rental Contract shall only be valid if made in writing.

If any provision of the above Terms and Conditions is held to be invalid, then the validity of the remaining terms and conditions shall not be affected thereby. In such event, the invalid provision shall be deemed replaced by a legally valid provision that most closely reflects the economic intent of the invalid provision.