

## **General terms and conditions for rentals and purchases**

### **1 Validity of these conditions**

1.1 These terms and conditions shall apply for all goods supplied, services provided and offers made by MBF, for both purchase and rental agreements. The terms and conditions shall also apply to all future business relationships, even if no explicit agreement is made to this effect. Assertions by the client to the contrary with reference to the latter's terms and conditions of business are explicitly rejected.

1.2 Any deviating agreements must be made in writing, including cancellation of the written-form clause.

### **2 Prices and payment**

2.1 Unless special arrangements have been made, invoices shall be prepared using the MBF price lists valid when the contract was concluded. All prices stated are net prices which are subject to the applicable value added tax.

2.2 Unless otherwise agreed, the prices are quoted ex warehouse in Frankfurt am Main. Shipping costs (and packaging costs in the case of rental agreements) are not included and shall be charged to the client.

2.3 Invoices are payable immediately in full.

2.4 The client is only entitled to claim a set-off if the counterclaim is undisputed or has been established by a court of law.

### **3 Default**

In the case of default, MBF shall charge interest at a rate of 4% above the current Bundesbank discount rate regardless of the client's right to prove that no loss was incurred or that the actual loss was significantly lower. Upon production of evidence, MBF shall be entitled to claim higher damages for delay.

## **4 Liability**

4.1 In the case of legal and contractual liability (especially in the case of defects falling under its responsibility [Sections 367 and 368 of the German Civil Code], incapacity, impossibility, default, positive breach of contract, negligence during contract negotiations, violating obligations to remedy defects and other guarantee commitments, unlawful acts, etc.) MBF and its vicarious agents shall only be held liable if they acted with intent or gross negligence.

In accordance with the following provisions, no further liability shall be accepted.

4.2 Liability arising from the lack of a warranted quality, the infringement of significant contractual obligations which are integral to fulfilling the object of the contract, and claims as per Sections 1 and 4 of the German Products Liability Act remain unaffected by the regulations under 4.1.

4.3 Each case of liability is limited to the damage foreseeable on conclusion of the contract and does not cover any consequential economic damage incurred by the client following equipment failure.

## **5 Rental agreement procedures**

5.1 The hirer is obliged to provide MBF with precise information concerning the proposed usage of the equipment. The hirer is obliged to ensure that the rented items are protected from damage during transportation, set-up, assembly and use; furthermore he must ensure that they are only used for the purpose stated. The hirer is obliged to test the equipment fully before its intended operation. The equipment may only be operated by skilled staff.

5.2 The rental period is calculated from the date and time for which a binding order for the equipment has been placed or – at the latest – from the time when it is used or shipped from our warehouse. This period shall last until the equipment is returned or until the end of the agreed rental duration, whichever is the later. Shipping time is considered as rental time. MBF accepts no responsibility for dispatching delays which are beyond its control. Rental charges will only be calculated using whole daily rates. Saturdays, Sundays, public holidays and partial days will be invoiced in full.

5.3 For cancellations two days before the order date or less, 50% of the rental fee on the arranged order date will be charged. In the case of non-collection, the full rental fee will be charged regardless of the client's right to prove that no loss was incurred or that the actual loss was significantly lower.

MBF shall be fundamentally entitled to demand a security deposit to the value of the equipment or advance payment of the amount expected to be invoiced before handing over the equipment.

5.4 The hirer shall bear the transport risk.

5.5 Should a defect become apparent, the hirer shall notify MBF immediately. If the hirer fails to fulfil this obligation, he shall be obliged to pay compensation for any ensuing damage. Section 545 of the German Civil Code shall apply.

5.6 MBF cannot warrant that the equipment is suitable for the hirer's planned use or that the system concept is complete. The hirer shall pay compensation for any damage to the equipment which

- arises during contractually agreed use due to insufficient protection or faulty operation or
- is incurred by MBF following loss of, or damage to, the equipment.

The hirer is also responsible for ensuring a fault-free power supply and shall be held liable for any damage to the equipment caused by power failures or fluctuations in the current.

5.7 The equipment is covered by electronics insurance as per the general terms and conditions of insurance. However, the hirer is liable to pay an excess of up to €510.00 for each claim. The insurance covers the whole of Europe. The general terms and conditions of insurance can be viewed in our offices on request. The costs of this insurance cover are passed on at 5% of the current daily hire rate. They are not included in the prices in accordance with section 2 of these terms and conditions.

If the equipment is to be transported beyond the above-mentioned insured region or exposed to greater risk (expeditions, in-vehicle fitting, machines, helicopters, remote-controlled models, alpine tours, etc.) or uninsured hazards (confiscation by a governmental authority, risk of war, etc.), the lessor's written approval must be sought. The costs of additional insurance to cover such extensions shall be charged to the hirer. For insurance against theft, please refer to the general terms and conditions of insurance.

In the case of vehicle, aerial, alpine, underwater and marine shots, the hirer, his representatives, and anyone else who uses the hired equipment to film such shots shall have a duty to take special care of the equipment. In particular, sufficient protection must be in place for the equipment. The hirer is obliged to inform the above-mentioned group of persons of this duty of care. Should these conditions not be fulfilled, the hirer shall be liable for any damage.

In the case of theft, burglary, robbery or misappropriation by third parties or any other loss of the hired equipment, the hirer shall be liable to pay an excess of 20% of the equipment's replacement value for any damage, regardless of whether he was at fault or not. This shall apply up to a maximum of €10,000.00 per case of damage.

Furthermore, the general terms and conditions of insurance for electronics insurance shall remain unaffected. Should the hirer sublet our equipment commercially, he shall be obliged to provide his own insurance cover for the equipment and process any claims which arise under his own insurance. In this case, no claims may be made under our insurance.

However, should there be any infringement of the obligations stipulated in the general terms and conditions of insurance, we must hold the hirer liable.

The insurance policy does not cover damaged or lost lamps and glass filters.

5.8 In addition to the costs of repairs or replacements, the hirer undertakes to pay compensation equivalent to the rental fee for the duration of any repairs or – in the case of a write-off or loss – replacements to be borne by him.

The hired equipment and accessories shall be returned in the condition in which they were rented. Repair work (e.g. cleaning equipment, winding cables, etc.) will be charged to the hirer at cost. Hired equipment is always taken back subject to subsequent checks.

## **6 Implementing purchase agreements**

6.1 Delivery dates and periods must be arranged in writing.

6.2 MBF shall not be held responsible for reasonable delivery delays and delays in performance – even if they affect binding deadlines or dates – insofar as they are caused by forces majeure or events which seriously impede delivery for MBF or make it impossible (this includes in particular strikes, lockouts, official directives, etc.) even if they affect suppliers of MBF. In such cases, MBF undertakes to inform its client immediately.

6.3 Risk is transferred to the client as soon as the delivery has been handed over to the person transporting the goods or when the equipment leaves MBF's warehouse for dispatch purposes. Should delivery become impossible through no fault of MBF's, risk shall be transferred to the buyer when he is notified that the goods are ready for shipping.

At the buyer's request, deliveries will be insured in his name and on his account.

6.4 MBF shall retain ownership of the goods purchased until payment is received in full. Should the buyer breach the contract – in particular by defaulting on payment – MBF

shall be entitled to reclaim the purchased goods after issuing a warning and the buyer shall be obliged to surrender them. Should the purchased goods have been transferred to a third party, MBF shall be entitled in such cases to demand that the buyer assign his obligation to surrender the goods to the third party in question. Should MBF take back or seize goods, this shall only constitute a rescission of the contract insofar as MBF issues an explicit written statement to this effect.

After reclaiming the purchased goods, MBF shall be entitled to utilise them. The proceeds of utilisation shall be deducted from the buyer's liabilities, less reasonable utilisation costs.

In the case of seizures or other acts of intervention by third parties, the buyer shall inform MBF immediately.

6.5 The buyer's warranty rights presuppose that he has duly fulfilled his obligations to examine and lodge any complaints as per Sections 377 and 378 of the Commercial Code.

MBF guarantees that the parts supplied are free of manufacturing defects and conform to the qualities warranted. In the case of guarantee claims, MBF will repair, exchange the relevant parts, or supply a replacement at its own discretion. Multiple repairs are permissible. Parts which are replaced in this process become the property of MBF. Should it prove impossible to rectify the defects or should further attempts at repairs become unreasonable, the buyer shall retain the right to demand a cancellation (rescission of the purchase contract) or a discount (reduction in the price) in lieu of repairs.

The guarantee shall be valid for six months beginning from the date the goods were delivered.

We accept no liability for normal wear and tear or consumables.

## **7 Other provisions (for purchase and rental agreements)**

7.1 The buyer may only relinquish rights and obligations arising from this contract with the prior written approval of MBF.

7.2 The law of the Federal Republic of Germany shall apply to these terms and conditions of business and to the legal relationships as a whole between MBF and the client.

7.3 Should any of the conditions above or any other contractual condition be or become void, illegal or unenforceable, the validity of the remaining provisions shall in no way be affected. The void, illegal or unenforceable provision shall be replaced by a legally

acceptable provision which comes as close as possible to the intended purpose of the transaction.

7.4 The place of jurisdiction for any disputes arising from this contract is Frankfurt am Main.