

General Rental Terms and Conditions

1. Rental price

The rental price for the rental object let to the lessee (film equipment including accessories) shall be based on the rental price list in effect at the time of conclusion of the contract. Any deviations hereby must be made in writing. For equipment sets with accessories, the rental of which is based on an all-inclusive rate as stated in the rental price list, the complete rental price shall be paid even if single parts or accessories are not being supplied at the request of the lessee. The rental price is calculated net, plus value added tax valid at that time.

2. Rental period

The rental period shall commence at the moment a binding order has been placed, however in any case at the moment the rental objects are shipped or delivered from our warehouse. It shall end with the expiry of the rental period agreed upon, even if the rental object is being returned early. Should the rental object be returned after the expiry of the agreed rental period, the lessee shall be obliged to pay the full rental price to the lessor until the rental object has arrived at the lessor's place. In case equipment is picked up or shipped before 12:00 p.m. (noon) or returned to the lessor after 12:00 p.m. (noon), the full daily rental rate shall be paid. For Saturdays, Sundays and legal holidays during the rental period the rental price is only exempted from payment if the lessee can submit prove that the rented equipment was not used or was on standby during these days. Otherwise the rental price has to be paid irrespective of the fact whether the equipment has in fact been used or not.

3. Transport

Transport costs shall be at the expense of the lessee. He shall bear the transport risk. This shall also apply in case the lessor or his duly authorized representative delivers the equipment. The lessee shall bear the packing costs; the lessor shall charge these at cost price. Should the rental object be shipped abroad, the lessee shall commit to properly handle any customs procedures and clearances required; he shall also bear the costs and the risk for this purpose. Regarding the date of delivery the lessor cannot be held liable for any delays beyond his sphere of influence.

4. Property and power of disposition

The rental object is the sole property of the lessor. It shall be prohibited to let the rental object to any third party without the explicit and written consent of the lessor. Should the rented equipment be let to a third party in violation of the contract, the lessor shall be entitled to issue an extraordinary notice of cancellation of the rental contract and to immediately recover the equipment. The lessor's entitlement to claim further damages shall remain unaffected. The lessee is obliged to inform the lessor without delay of any legal enforcement measures involving the rental object. Any costs of intervention measures for the purpose of protecting the lessor shall be borne by the lessee. He shall also be liable for any damage occurring to the lessor caused by the unavailability of the rental object due to such enforcement measures against the lessee.

5. Warranty, liability

The lessee shall inspect the rental object immediately upon receipt. Should there be no explicit notification of defect upon receipt of the rental object, it shall be deemed accepted in impeccable condition. Any repair work required during the rental period for defects not explicitly claimed during the receipt of the equipment shall be at the lessee's expense. The lessor excludes any liability for direct or indirect damages occurring due to failures or malfunctions of the rental object including accessories. Inasmuch as this does not concern defects explicitly claimed at the time of receipt of equipment, the lessee shall not be entitled to deny payment or reduce payment of the rental price in case of failures or malfunctions. The lessor shall be notified about any defect or loss with regard to the rental object and the accessories occurring during the rental period within a period of three days. Until the return of the rental object including accessories the lessee shall be liable for any loss or damage thereto, even if not his fault. The lessee shall also be liable for all damages caused due to unprofessional or improper use of the rental object including accessories.

6. Insurance

In general all rental objects are to be insured by the lessee with an equipment insurance (including transport insurance) at replacement value. According to this, the insurance value equals the replacement value of the rental objects, taking identical product features as a basis, plus delivery and assembly costs as well as any customs

duties occurring in connection with the replacement. The minimum insurance coverage has to include indemnification in case the rental objects should unforeseeably be damaged or destroyed or lost due to extraneous causes. Before receiving the rental objects the lessee shall submit written proof of the insurance coverage (policy) determining the lessor as beneficiary of this insurance. Upon special request the lessee may – subject to the agreement of the respective insurance provider – conclude insurance for certain territories through the lessor. This insurance shall amount to 10% of the rental price charged in each case and shall be invoiced separately. This premium is due for payment together with the rental price.

Inasmuch as the lessor concludes the insurance on behalf of the lessee, the customer shall bear a co-insurance of 1,250.00 Euros for each damage event. Should the rental object get lost (e.g. due to theft etc.) the lessee, even if not his fault, is held liable with a co-insurance of 20% of the equipment's replacement value, with a maximum amount of 20,000.00 Euros. With regard to damages due to theft, burglary, robbery or plundering the related insurance terms and conditions are explicitly referred to. The lessee is able to review the insurance terms and conditions in the lessor's premises at regular business hours.

Essential changes in the risk situation and any peculiarities exceeding the usual framework of use of the rental objects (risk increasing factors) are to be reported to the lessor in writing without delay before and also after conclusion of the contract. As far as the rental objects are intended for transport outside the insured territory, the prior written consent of the lessor must be obtained in advance. Any costs for additional insurances required for this purpose shall be borne by the lessee, irrespective of whether the lessee himself or the lessor effects insurance for the rental objects.

In case of a commercial sublease, which is subject to the lessor's consent, the lessee shall be obliged to conclude insurance for this purpose himself and to handle possible damage events through his own insurance provider. Any claims to the lessor's insurance are excluded in this case.

Should any incidental obligation of the insurance terms and conditions be violated the risk of losing insurance benefits lies exclusively with the lessee.

7. Payment, discounts, due date

The rental price shall be due for payment with the expiry of the rental period, at the latest however at the end of each calendar month during the rental period. Deductions from the invoice amount stating the rental price are not permitted. Any set-off against the requested payment of the rental rate shall be excluded, unless the counterclaim requested by the lessee is undisputed or was bindingly established. Should the lessee be in default with his payment of the rental price, the lessor shall be entitled to terminate the rental contract with immediate effect and to demand the return of the rental object. Waiving his householder's rights, the lessee shall authorize the lessor to enter any room, in which the rental object or parts of it might be located, for the purpose of recovering the rental object. The lessee shall not have any right of retention. In case of settlement proceedings, no matter whether in court or out of court, bankruptcy or payment delay (§ 284 BGB – *German Civil Code*), and in case of judicial collection of outstanding payment claims any discounts granted shall cease to apply and shall be re-invoiced subsequently. Should a rental invoice be settled after more than 30 days the lessor reserves the right to withdraw the discount granted. In case of a payment delay the lessor shall be entitled to charge interest for delay amounting to 9% p.a. of the outstanding amount; he reserves the right to claim further damages.

8. Applicable law, place of fulfillment, place of venue, final clauses

The place of fulfillment for transfer of the rental object, return shipment and payment is Munich. German law is applicable. As far as legally permitted, the place of venue is - at the plaintiff's choice - either Munich or the place of venue applicable to the lessee's headquarters or place of residence. Supplementary verbal agreements have not been negotiated and shall not apply. Changes and/or amendments to the rental contract have to be made in writing to be legally binding.

Severability clause:

Should any provision of these terms and conditions be found to be unenforceable or invalid, this shall not affect the effectiveness of the other provisions. In such event the parties commit to change or

Kommentar [AB1]: Hallo Thomas, wollt Ihr wirklich dem MIETER – sollte er der Kläger sein - die Wahl des Gerichtstandes überlassen?

replace such provision so as to best accomplish the objectives of such unenforceable or invalid provision in a way that comes closest to the originally intended purpose of that provision in a commercial sense, within the limits of applicable law. The same applies in case of a regulatory gap. Additionally the legal regulations apply.

Kommentar [AB2]: Hallo Thomas, das steht in der Vorlage nicht drin, wird aber gern so formuliert bei der Salvatorischen Klausel. Wenn Du es nicht magst, lösche es bitte raus.