

MAAN Rental A/S

General Terms & Conditions for Rental Equipment

1 Scope of conditions

- 1.1 The following terms & conditions shall apply to all agreements concerning MAAN Rental A/S' rental equipment, unless otherwise agreed specifically in writing.
- 1.2 The following Conditions shall replace all previously agreed general terms & conditions relating to MAAN Rental A/S' rental equipment.

2 The extent and price of MAAN Rental A/S' rental equipment

- 2.1 The extent and price of MAAN Rental A/S' rental equipment appear from the quotation made by MAAN Rental A/S or, if a quotation has not been made, from the issued order confirmation.
- 2.2 If neither quotation nor order confirmation has been issued, the work is done as per account rendered.
- 2.4 Unless otherwise agreed, the price does not include tapes, filters, duct tape and any other consumables to be used in connection with the concerned equipment.
- 2.5 MAAN Rental A/S's prices shall be added VAT at the rate applicable at any time as well as any other taxes and duties which are or may be imposed on MAAN Rental A/S in connection with the performance of the work.

3. Place of delivery

- 3.1 Unless otherwise agreed in writing all equipment shall be picked up and returned by the customer at MAAN Rental A/S' address Trelleborggade 9, 2150 Nordhavn, Denmark.
- 3.2 The equipment must, unless otherwise agreed, be picked up and returned within MAAN Rental A/S' regular opening hours, which are weekdays between 7:30 a.m. and 6:00p.m. However, it is possible to arrange pick-up and drop-off outside opening hours, in MAAN Rental A/S' secure system.
- 3.3 The equipment can be picked up from 7.30 a.m. on the first day of the rental period.
- 3.4 When picking up equipment, photo identification must be presented on request. New customers must also provide an updated company transcript from the relevant authorities or the like.
- 3.5 If it is agreed that the equipment shall be shipped to the customer, the equipment is shipped at the customer's expense and risk.
- 3.6 When shipping equipment to certain countries, carnet is required. It is the responsibility of the customer to prepare such carnet, unless otherwise agreed in writing.

4.1 Rental period

- 4.2 The rental period runs from 07.30 a.m. on the first day of the agreed rental period, regardless of when the equipment is picked up by the customer. If it is agreed that MAAN Rental A/S will ship the equipment to the customer, the rental period will commence upon the date of the equipment being shipped from MAAN Rental A/S.
- 4.3 Prior to the end of the rental period, the customer may request MAAN Rental A/S to extend the rental period. MAAN Rental A/S will endeavor to fulfill such requests for extensions, but MAAN Rental A/S has no obligation to do so.

5.1 Payment

- 5.2 Rent must be paid for the agreed rental period. However, if the equipment is returned before the end of the rental period, MAAN Rental A/S will endeavor to rent the equipment to another party. To the extent MAAN Rental A/S is able to re-let the equipment, the customer will only be required to pay rent until the equipment is re-let.

5.3 In case of delayed return of the equipment, rent shall be paid until the equipment is returned at MAAN Rental A / S' address, and MAAN Rental A/S is entitled to charge an additional fee and make claims against the customer corresponding to the incurred costs and losses suffered by MAAN Rental A/S.

5.4 Unless otherwise agreed, the rent must be paid in advance for the entire rental period.

5.5 In addition to the rental price, MAAN Rental A/S is entitled to charge a deposit equal to 30 % of the value of the equipment. However, the minimum deposit is DKK 10,000 for rental in Denmark and the rest of the EU, and the minimum deposit is DKK 50,000 for rental in the rest of the world.

5.6 To the extent that the rent is not paid at the start of the rental period, payment must be made within 14 days of the invoice date.

5.7 In case of late payment, interest is charged at 1.5 % commenced month.

6. Cancellation

6.1 For short-term rentals (rental period between 24 and 72 hours), the following cancellation conditions apply:

- a) Unless otherwise stated in the order confirmation, the customer shall not pay for the rental of the equipment if cancelled more than 72 hours before the start of the rental period.
- b) If cancelled between 72 and 24 hours before the start of the rental period, 50% of the rental price must be paid.
- c) If cancelled less than 24 hours before the start of the rental period, full rental price must be paid.

6.1 For longer term rentals (rental period over 72 hours) the following cancellation conditions apply:

- a) If cancelled more than 24 hours before the start of the rental period, 50% of the rental price must be paid.
- b) If cancelled less than 24 hours before the start of the rental period, full rent must be paid for the first 72 hours of the rental period and then 50 % of the rental price for the remaining rental period.

6.3 Regardless of when cancellation takes place, the customer shall be liable for any costs and losses incurred by MAAN Rental A/S as a consequence of the cancelled order.

7. Support

7.1 MAAN Rental A/S will loyally advise the customer on which equipment is the most appropriate to be used in different situations. However, it is the responsibility of the customer that the rental equipment is suitable for the said task and that the equipment is compatible with the customer's other equipment.

7.1 When the rental equipment is picked up by the customer, MAAN Rental A/S, if desired, will give a brief instruction in the use of the equipment. MAAN Rental A/S also has 24 hours telephone support on +45 70 205 305.

8. The use of the equipment

9.1 The customer is fully responsible for the proper use of the equipment.

9.2 The equipment may only be operated by persons employed by the customer and who have experience in operating similar equipment. MAAN Rental A/S may in advance require information/documentation of the persons intended to operate the equipment on behalf of the customer.

9.3 Unless otherwise agreed in writing, the equipment may only be used in Denmark. At MAAN Rental A/S' request, the customer must state where the equipment is located and give MAAN Rental A/S access to inspect the equipment.

9.4 The equipment must not be used under extreme circumstances and must not be subject to overload, extreme water impact, salt impact, cold impact, heat impact etc.

9.5 The customer may not disassemble, repair, adjust, service or otherwise modify the equipment. The customer cannot claim any costs of servicing, repairing etc. of the equipment reimbursed by MAAN Rental A/S, without prior written agreement with MAAN Rental A/S.

9 Condition of the equipment

9.1 The equipment has been inspected by MAAN Rental A/S and verified to be functioning properly before it is delivered to the customer.

- 9.2 Upon receipt of the equipment, the customer must thoroughly examine the equipment and immediately inform MAAN Rental A/S of any visible defects. If the equipment is picked up outside MAAN Rental A/S' opening hours, the customer can report any defects in MAAN Rental A/S secure system. When renting equipment for underwater use, it is especially important that the customer before use checks that the equipment is water tight.
- 9.3 If the customer does not inform MAAN Rental A/S of any visible defects immediately upon receipt of the equipment, the equipment is considered approved by the customer.
- 9.4 Prior to using the equipment for film and television production, the customer must test the equipment and any detected errors, such as for instance pixel errors, sensor errors and the like. must be reported to MAAN Rental A/S immediately.
- 9.5 If any defects are found in the equipment, MAAN Rental A/S undertakes, at its discretion, to either replace the equipment with similar equipment (not necessarily the same type and year) or to credit the customer the rent for the period that the equipment has been defective.
- 9.6 The equipment must be returned to MAAN Rental A/S clean and in the same condition as it was delivered (except for ordinary wear and tear).
- 9.7 MAAN Rental A/S identification marks must not at any time be removed from the equipment.
- 9.8 In case the equipment is not returned in good condition, the customer shall on demand pay for the cleaning of the equipment (hourly rate of DKK 400) and/or any repair and/or servicing of the equipment performed either by MAAN Rental A/S or third parties.
- 9.9 The customer must pay full rent for the equipment until the equipment has been brought to the same condition as at the start of the rental period, and a total return of all the rented equipment has been made, incl. cables, manuals, packaging, etc. or if replacement is necessary, until new equipment has been purchased and delivered.
- 9.10 In case the customer intentionally or by grossly negligent actions damages the equipment or attempts to make unauthorized repairs or alterations to the equipment, MAAN Rental A/S may, in addition to any loss, charge the customer a penalty of DKK 10,000.

10. Damage or loss of equipment

- 10.1 The customer bears the risk of any damage or loss of the equipment from the receipt of the equipment and until the equipment is returned to MAAN Rental A/S. The risk also includes the risk of accidental damage or damage to the equipment and theft of the equipment.

10.2 If the equipment is damaged or lost, the customer must immediately inform MAAN Rental A/S accordingly. Damaged equipment must be returned to MAAN Rental A/S for an assessment of whether the equipment shall be repaired or replaced. In case of theft, the customer must complete and file a police report.

10.3 If the equipment is damaged or lost, the customer must pay full rent until the equipment is repaired or new equipment is purchased at the customer's expense.

11. Replacement equipment

11.1 In the event of theft of or damage to equipment, MAAN Rental A/S will try to obtain replacement equipment if the customer so wishes. If replacement equipment is provided, the customer, unless otherwise agreed in writing, must pay rent for both the initially leased equipment and the replacement equipment.

12. Responsibility of MAAN Rental A/S

12.1 MAAN Rental A/S cannot be held responsible for any loss suffered as a consequence of delayed delivery of the said equipment, incorrect installation and set-up of the equipment, defective equipment, including any errors in sensors or the like.

12.2 MAAN Rental A/S is not responsible for damage to real estate or movable property caused by the rental equipment, including damage to camera film, data or other equipment.

12.3 MAAN Rental A/S is only responsible for personal injury, if such personal injury is caused by errors or omissions by MAAN Rental A/S or by others for whom MAAN Rental A/S is responsible.

12.4 MAAN Rental A/S is not responsible for loss of data, operating loss, loss of profits, lost earnings or other indirect loss or consequential damage, including loss caused by increased production costs etc.

12.5 The customer's claim for damages shall in any event not exceed an amount equal to the agreed price of MAAN Rental A/S' services.

11. Insurance

11.1 Unless otherwise agreed, MAAN Rental A/S will take out insurance covering damage to the equipment and theft of the equipment. The insurance terms will be provided to the customer upon request.

11.2 In addition to the rental price the customer is charged for the insurance coverage as follows:

a) When renting for use in Denmark: 5% of the rental price.

b) When renting for use in Europe (outside Denmark): 8% of the rental price.

When renting for use of the equipment outside Europe, the price of insurance is specifically agreed in each case based on an offer from an insurance company.

11.3 The insurance excess shall be paid by the customer. The insurance excess is typically 10% of the value of the equipment, but at least DKK 15,000. Under special circumstances, including theft from an unattended car or theft from an unlocked area, the excess may amount to up to DKK 50,000.

11.4 Notwithstanding the fact that the customer has paid for the insurance of the equipment, the customer must pay compensation to MAAN Rental A/S to the extent that the insurance company refuses to compensate for any damage incurred.

12. Force majeure

12.1 The following circumstances shall result in exemption from liability if they prevent the fulfillment of the agreement or makes the fulfillment unreasonably burdensome: Any circumstance of which MAAN Rental A/S has no control, such as fire, war, failure to supply raw materials, governmental provisions, and lack of means of transport. If MAAN Rental A/S wishes to invoke this provision, MAAN Rental A/S shall without undue delay inform the customer hereof.

12.2 As long as MAAN Rental A/S as a result of force majeure is prevented to fulfill its obligations under the agreement, the customer is entitled to withhold his corresponding payment, but apart from that has no claims against MAAN Rental A/S.

12.3 MAAN Rental A/S is entitled to cancel the agreement by notice in writing to the customer, when the performance of the agreement has been impossible for more than one month because of any of the circumstances mentioned above.

13.1 Governing law and venue

- 13.2 Disputes between MAAN Rental A/S and the customer shall be settled by Danish law.
- 13.3 At first any dispute shall be sought to be solved by negotiation with participation of MAAN Rental A/S and the customer and, where appropriate, also their lawyers.
- 13.4 If it is not possible to solve the dispute through negotiation, the dispute shall be settled at the Copenhagen City court, irrespective of the nature and size of the case.