

## **MAAN Rental A/S**

### **General Terms & Conditions for Rental Equipment**

#### **1 Scope of conditions**

1.1 All agreements must be made in writing. MAAN Rental A/S accepts verbal agreements but will disclaim any responsibility in case a misunderstanding in the deliveries and/or Customer expectations will occur.

1.2 The following "Terms & Conditions" shall apply to all written agreements concerning MAAN Rental A/S' rental equipment, unless otherwise specifically agreed in writing.

1.3 The following Conditions shall replace all previously written agreements regarding MAAN Rental A/S' rental equipment.

1.4 All quotes received by MAAN Rental A/S is valid 14 (fourteen) days as per the time the quotation/estimate has been provided and will automatically expire after that time.

#### **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 will 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.

2.3 Unless otherwise agreed, the price does not include tapes, filters, duct tape or any other consumables to be used in connection with the equipment concerned.

2.4 MAAN Rental A/S's prices shall be added VAT at the rate applicable at any time as well as any other tax and/or duty which are or may be imposed on MAAN Rental A/S in connection with the performance of the work.

#### **3. Checkout procedure**

3.1 With the exception of the cases mentioned in point 1.1, the Customer is obliged to perform checkout of the equipment from MAAN Rental A/S' premises in the days before the start of shooting between the hours 8:00 a.m. and 5:00 p.m., or by any other requested and written appointment. If these requirements are not met MAAN Rental A/S will charge DKK 1200, - for emergency support after hours. MAAN Rental A/S does not take any responsibility for the Customer's issues with the equipment concerned when checkout is conducted after opening hours.

3.2 The Customer is obliged to carry out equipment testing and demonstrate an understanding of the set-up before it is removed from MAAN Rental A/S' premises. The Customer must check that the rented equipment reflects the quote / order confirmation given. The Customer must sign MAAN Rental A/S' checkout form before the equipment is removed from MAAN Rental A/S' premises. If the Customer discovers faults / deficiencies on the rented equipment during checkout / testing, MAAN Rental A/S must be notified before the equipment is removed from the premises. Otherwise, the equipment is considered being placed at the Customer's disposal in accordance with the normal quality standards for rental.

3.3 The Customer understands that the equipment in question may arrive back late from another Customer or when subleasing. MAAN Rental A/S shall as soon as possible inform the Customer about delays. In such cases MAAN Rental A/S will not always be able to make the customary control of the equipment for damage and the like before it is delivered at the Customer's disposal. The Customer cannot cancel its lease obligations based on these terms.

3.4 MAAN Rental A/S does not accept any responsibility for the fulfillment of the Customer's order unless MAAN Rental A/S controls the equipment. If MAAN Rental A/S discovers errors or defects in the equipment, which will lead to delay or non-delivery, the Customer must be notified. MAAN Rental A/S is obliged, to the extent possible, to limit the damage and try alternative rental solutions for the Customer. Beyond this, MAAN Rental A/S has no financial responsibility regarding the Customer.

3.5 When sub-renting gear from other companies domestically and internationally, MAAN Rental A/S will always try its utmost to handle all transport logistics within time for checkout and rental contract with sub-lessor. In that regard, MAAN Rental A/S cannot guarantee that the transport and customs agent will keep the planned transport schedule.

#### **4. Place of delivery**

4.1 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.

4.2 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 by request and agreement up front, to arrange pick-up and drop-off outside normal opening hours, in MAAN Rental A/S' secured system.

4.3 The equipment can be picked up from 7.30 a.m. on the first day of the agreed rental period unless otherwise agreed upon.

4.4 When picking up equipment, photo identification must be presented on request. New Customers must also provide an updated company transcript from the relevant company and/or legal authorities.

4.5 If it is confirmed that the rental equipment shall be delivered to the Customer, the equipment is delivered (by air, sea or land) by the Customer's full expense and risk from the time of handling over the equipment to the Customer at the MAAN Rental A/S address at Trelleborggade 9, DK- 2150 Nordhavn.

4.6 The Customer will always have to arrange pick up based on the order confirmation and agreed pick up time. If the Customer decides to arrange transportation by him/herself, full cost and risk is by the Customer, from handling over the equipment, which includes i.e. any instruction to the driver, in terms of stamps in the carnet and other transport documents required by the customs and/or transportation.

4.7 When shipping equipment to certain countries a carnet is required. It is the sole responsibility of the Customer to prepare such carnet, unless otherwise agreed in writing. The Customer can ask MAAN Rental A/S to aid in filling out the carnet and MAAN Rental A/S will support in any way we can, but it is by the Customer's full risk and responsibility that the carnet is correctly managed.

#### **5. Rental period**

5.1 The rental period runs from 07.30 a.m. on the first day of the agreed rental period, regardless which time of the day the equipment is picked up by the Customer. If it is agreed that MAAN Rental A/S will deliver the equipment to the Customer, the rental period will commence upon the date of the equipment being delivered by MAAN Rental A/S.

5.2 Prior to the end of the rental period, the Customer may at any time during the rental period 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.

#### **6. Payment**

6.1 Unless otherwise agreed, the entire quotation must be paid in advance for the entire rental period.

6.2 Payment terms are always net 14 days from invoice date, unless otherwise agreed.

6.3 All invoices must be paid for the entire 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 out 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.

6.4 In case of delayed return of the equipment, any additional payment covering the delay must be paid until the equipment is returned at MAAN Rental A / S' address, and MAAN Rental A/S is entitled to charge an additional delay delivery fee and make claims against the Customer corresponding to the incurred costs and losses suffered by MAAN Rental A/S.

6.5 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 75,000 for rental in the rest of the world.

6.6 In case of late payment, an interest fee is charged by 1.5% per month as from any past due payment.

## **7. On-set Support**

7.1 MAAN Rental A/S can only be in charge of the on-set support and/or assistance when there is a written agreement and an accepted quotation in terms of the services and support given by MAAN Rental A/S. MAAN Rental A/S is not responsible for ensuring that the work can be carried out (service, quality and cost wise) within the estimate in cases where MAAN Rental A/S is not physically present on the set and able to supervise.

7.2 Unless otherwise agreed, costs in terms of transportation, per diems and overnight stays will be invoiced to the Customer.

7.3 The daily price rate is based upon a maximum of 8 working hours. All hours exceeding 8 working hours will be charged separately.

## **8. Cancellation**

8.1 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 quotation/rental price must be paid.
- c) If cancelled less than 24 hours before the start of the rental period a full rental price must be paid.

8.2 For any rental period above 72 hours the following cancellation conditions apply:

- a) If cancelled more than 48 hours before the beginning of the rental period, 50% of the rental price must be paid.
- b) If cancelled less than 48 hours before the start of the rental period, full cost must be paid for the first 72 hours of the rental period and afterwards 50 % of the rental price for the remaining agreed rental period.

8.3 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.

## **9. Support**

9.1 MAAN Rental A/S will at any time loyally advise the Customer regarding which equipment is the most appropriate to be used in different Customer/project requirements. However, it is always 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.

9.2 When the rental equipment is picked up by the Customer, MAAN Rental A/S, if so desired, will give a brief instruction in the use of the equipment.

9.3 MAAN Rental A/S has 24 hours emergency telephone support on +45 70 205 305, available all days of the week.

## **10. The use of the equipment**

10.1 The Customer is fully responsible for the proper use of the equipment.

10.2 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 and at any time require information and/or documentation of the qualifications of the persons intended to operate the equipment on behalf of the Customer.

10.3 Unless otherwise agreed in writing, the equipment may only be used in Denmark. At MAAN Rental A/S' request, the Customer must state within a maximum of 4 hours response time where the equipment is located and give MAAN Rental A/S access to inspect the equipment.

10.4 The equipment should not be used under extreme circumstances and must not be subject to overload, extreme water impact, salt impact, cold impact, heat impact etc. If the Customer has any doubts in terms of the definition of "extreme circumstances", the Customer should always contact MAAN Rental A/S in writing and get a written confirmation of the question raised.

10.5 The Customer may not disassemble, repair, adjust, service or otherwise modify the equipment without a written consent. 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.

## **11. Condition of the equipment**

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

11.2 Upon receipt of the equipment, the Customer must thoroughly examine the equipment and immediately inform MAAN Rental A/S in writing of any visible defects. If the equipment is picked up outside MAAN Rental A/S' opening hours, the Customer can report any defects in writing in MAAN Rental A/S secure system. When renting equipment for underwater use, it is especially important that the Customer checks that the equipment is watertight before use. Any question and/or doubt will need to be raised to MAAN Rental A/S in writing.

11.3 If the Customer does not inform MAAN Rental A/S of any visible defects immediately upon receipt of the equipment (meaning within same calendar day), the equipment is considered approved by the Customer.

11.4 Prior to using the equipment for any media production (commercial, TV and/or Film), the Customer should 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 (see section 9.3).

11.5 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.

11.6 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).

11.7 MAAN Rental A/S identification marks should not at any time be removed from the equipment.

11.8 In case the equipment is not returned in the condition in which it was received, the Customer shall pay the by MAAN Rental A/S requested cleaning of the equipment (the hourly rate anytime given by MAAN Rental, currently a minimum hourly rate of DKK 495) and/or any repair and/or servicing of the equipment performed either by MAAN Rental A/S or third parties.

11.9 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.

11.10 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 15,000.

## **12. Damage or loss of equipment**

12.1 The Customer carries 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.

12.2 If the equipment is damaged or lost, the Customer must immediately inform MAAN Rental A/S accordingly (meaning same calendar day at the latest). 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.

12.3 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.

12.4 Do not point the camera sensor directly towards a laser or opposite. It will damage the sensor long-term.

12.5 Damage reports shall be submitted simultaneously with the check-in of the equipment. If this is practically impossible to conduct, a temporary report must be delivered, and the final report must be forwarded within five days after the equipment was delivered. If this is not adhered to, a fee will be imposed on the Customer by 10% of the total rental fee per day beyond the above.

## **13. Replacement equipment**

13.1 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.

## **14. Responsibility of MAAN Rental A/S**

14.1 MAAN Rental A/S cannot be held responsible for any loss suffered because 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.

14.2 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.

14.3 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.

14.4 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.

14.5 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 of the given day(s) and cannot exceed DKK 100.000.

## **15. Insurance**

15.1 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.

15.2 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 total rental cost.
- b) When renting for use in Europe (outside Denmark): 8% of the rental price.
- c) When renting for use of the equipment outside Europe, the price of insurance is specifically agreed in each case based on a specific offer from an insurance company.

15.3 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 75,000. Usage of any rental equipment in close proximity to ocean and/or aviation is not covered by the insurance.

15.4 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.

## **16. Force majeure**

16.1 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.

16.2 As long as MAAN Rental A/S because 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.

16.3 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.

## **17. Governing law and venue**

17.1 Disputes between MAAN Rental A/S and the Customer shall be settled by Danish law.

17.2 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.

17.3 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.