

General Terms and Conditions

*English translation – the German version remains the authoritative version

General points

- Scope of application
 - We rent out items of technical equipment.
 - Unless otherwise agreed to in writing, all deliveries, services and quotations of Cineflight GmbH shall be subject exclusively to our general terms and conditions. The own terms and conditions of the other party to the agreement are hereby expressly excluded. Our general terms and conditions also apply whenever we unreservedly supply goods or services, even if we are aware, when doing so, of contrary or different conditions expressed by the other party to the agreement. These general terms and conditions do not apply to consumers within the meaning of article 13 of the German Civil Code (BGB).
- Quotations
 - Our quotations are non-binding, insofar as a quotation does not state anything to the contrary.

Orders are binding on our part once we have confirmed them in writing or fulfilled them by completing delivery.

- Prices and payments
 - Our prices are as stated in our order confirmation. Unless otherwise expressly stated in our order confirmation, our prices are ex-works and without packing, carriage, customs duties or any other costs, fees and/or expenses. All prices are subject to the addition of value-added tax (VAT) at the corresponding rate.
 - Payments are to be settled, in accordance with the agreed terms of payment, as stated in the order confirmation. Unless otherwise indicated in the order confirmation, all payments are to be settled, without reduction or discount of any kind, within fourteen days of the date shown on the corresponding invoice. Payment shall not be deemed settled until the amount concerned is definitively available for withdrawal from our account. The legal provisions concerning the consequences of delayed payment shall apply.
 - The other party to the agreement shall only be entitled to bring counter-claims if such claims are grounded in law, uncontested or accepted by us. The other party to the agreement shall furthermore be entitled to withhold payment only if the counter-claim concerned is based on the same contractual relationship.

- **Object of the rental agreement**

- The object of the rental agreement is defined as the individual items of equipment listed in the order confirmation or delivery note.

- **Duration of rental period and return of rented items of equipment**

- The rental period is defined in terms of days or weeks. The minimum rental period is one day. The rental period shall begin with conclusion of the agreed preparation for shipment, in the warehouse of Cineflight GmbH, of the items of rented equipment concerned, and shall terminate upon their return to that warehouse. This provision shall apply regardless of whether shipment is carried out by the other party to the agreement, by us or by a third party.

- If there is a delay resulting in the items of rented equipment being returned to us after the end of the agreed rental period, additional rental charges shall be billed accordingly. The other party to the agreement shall be liable to compensate us for any loss and damage that might result from late return of the items of rented equipment concerned. This shall also apply to claims for loss and damage by parties subsequently due to rent these items of equipment, but who cannot do so because of their late return.

- The other party to the agreement must return the items of equipment to us at its own expense and risk.

- **Dispatch and transfer of risk**

- Unless otherwise agreed, we shall not meet the cost of transporting the objects of the rental agreement.

All and any shipment costs corresponding to the items of equipment concerned shall be met by the other party to the agreement.

- If the other party to the agreement prefers to have the items of equipment shipped to it, rather than collect them itself, we shall hand over the items concerned to the carrier engaged for the purpose.

- Upon handover of the items of rented equipment to the carrier, all risk – with particular reference but not limited to the risk of accidental damage, loss or deterioration of the items of equipment concerned – shall be transferred to the other party to the agreement. The other party to the agreement must notify us immediately if any of the above-mentioned events should occur. This shall not affect the acquired obligation to settle the agreed rental amount. In all other respects, the provisions of clause 14 shall apply.

- **Use of the items of rented equipment**

- The other party to the agreement is to treat the items of rented equipment with due care. The items of rented equipment must be used only in accordance with their operating instructions, and must only be set up, operated and dismantled by suitably-qualified specialist personnel.

- The other party to the agreement is responsible for ensuring that the items of rented equipment are suitably protected to prevent their loss or damage.

- Sub-rental of the items of equipment concerned is not permitted without the previous written consent of Cineflight GmbH.

- The other party to the agreement shall maintain direct possession of the items of

equipment at all times, and shall operate them only at the agreed places of use.

- The other party to the agreement must not allow the items of rented equipment to be or become subject to third-party claims, encumbrances and/or rights of distraint of any kind. The other party to the agreement must notify Cineflight GmbH immediately if, during the period of

the rental agreement, the rented items of equipment are impounded, seized or otherwise made subject to a third-party claim of any kind. The other party to the agreement shall be liable for all and any costs resulting from the cancellation of such third-party claims.

- **Maintenance**

The other party to the agreement must normally not, without our consent, carry out required maintenance and/or repair work on the rented items of equipment, unless we agree with the other party to supply the specialist technicians concerned.

- **Liability of Cineflight GmbH**

- If, at the moment of transfer of risk, a defect is detected in a rented item of equipment that is likely to prevent or considerably reduce the suitability of that item of equipment for its contractual purpose, we shall be entitled, at our discretion, to repair the defect concerned or replace the faulty item of equipment. The rental price shall be reduced accordingly in accordance with time taken to carry out repair, or if there is considerable loss of suitability for purpose of the item concerned.

- We shall only be liable for loss or damage incurred by the customer when using the items of rented equipment if it is due to a defect that was already present when risk was transferred, and if we are responsible for that defect.

- We shall be liable for simple negligence and in the event of death, personal injury or damage to health, and also for those obligations on whose fulfillment the proper application of the agreement depends, and on whose observance the other party to the agreement might reasonably be expected to rely. In all other respects, we shall be liable only for misrepresentation and gross negligence. In the event of minor negligence affecting main contractual obligations, we shall be liable only for loss or damage considered typical for an agreement of this type, and not for any further or subsequent loss or damage. This provision shall also apply in the event of misrepresentation and gross negligence resulting in infringement of major contractual obligations by our direct agents, representatives or subcontractors.

- All other claims by the other party to the agreement, with particular reference but not limited to strict liability for claims for loss and damage in accordance with article 536a, sect. 1 of the German Civil Code (BGB), are hereby excluded.

- **Risk, liability of the other party to the agreement and insurance**

- The other party to the agreement shall bear the risk of all and any deterioration, damage, loss, destruction and/or premature wear of the object of the rental agreement.

- The other party to the agreement shall be liable, in the event of loss, damage, theft or incorrect operation of the objects of the rental agreement, for the cost of their replacement (minus their residual value), or for their repair, if and insofar as the other party to the agreement is responsible for the loss or damage so incurred. The other party to the agreement shall furthermore be liable for all and any subsequent loss or damage, with particular reference but not limited to depreciation in value.

- The rental amount includes insurance protection for the items of equipment concerned. The amount of policy excess corresponding to the other party to the agreement shall be as established in our quotation or our order confirmation. We shall, at the request of the other party to the

agreement, provide a copy of the general policy terms and conditions of our insurer.

- **Cancellation**

- The other party to the agreement shall be entitled to terminate (cancel) the rental agreement before the rental period begins. Notice of cancellation must be issued in writing to be effective.

- If the other party to the agreement cancels the rental agreement within one week of the start of the rental period, 30% of the value of the contract shall be billed to meet the costs of cancellation. Cancellation costs may be waived if the other party to the agreement can prove that Cineflight GmbH has not incurred any loss or damage, or has incurred loss or damage to a lesser extent.

- **Force majeure**

The agreement regarding a rental period shall be subject to timely availability for delivery.

In the event of unforeseen events not due to action or omission on the part of Cineflight GmbH, regardless of whether they affect Cineflight GmbH directly or one of its agents or subcontractors, including but not limited to strikes, lockouts, damage due to accidents, breakdowns, etc., Cineflight GmbH shall be entitled, to the exclusion of claims for loss and damage on the part of the customer, to withdraw from the rental agreement, or to delay the start of the rental period for the duration of the event that prevents it coming into effect.

- **Deposit**

- We may ask the other party to the agreement to pay a deposit of up to the current value of the rented items of equipment concerned. The deposit shall be refunded to the other party to the agreement after the return of the rented items of equipment concerned, provided they are in the state agreed to under the terms of the agreement, and the price of rental, including any compensation due for wear and tear, has been settled in full. We shall be entitled to offset any claims due against refunds corresponding to the customer.

These terms and conditions and all contractual relationships between Cineflight GmbH and the other party are subject to German law excluding the provisions of international private law and the provisions of UN sales law. Exclusive place of jurisdiction is the competent court at the location of the registered office of Cineflight GmbH