# General terms and conditions

These general conditions are valid for Kamera Express Rental. Kamera Express Rental is a trade name of Budget Cameraverhuur BV. These general conditions are therefore also valid for Budget Cameraverhuur BV. Kamera Express Rental and Budget Cameraverhuur BV are hereinafter referred to as: Kamera Express Rental.

#### **Article 1 General**

- 1.1 These general conditions apply to all (subsequent) offers from Kamera Express Rental and (subsequent) agreements entered into by Kamera Express Rental, both oral and written, and to the provision of advice and/or consultancy work by Kamera Express Rental. The term client is, if applicable, also understood to mean user and tenant respectively.
- 1.2 The client is deemed to be aware of these terms and conditions and the standard rates of Kamera Express Rental, to have accepted their validity and to have agreed expressly and without reservation. Deviations shall only apply if expressly agreed in writing.
- 1.3 If one or more provisions of these terms and conditions are invalid and/or non-binding, these Terms and Conditions will remain in full force; Kamera Express Rental will, in consultation with the client, convert the invalid, void or voided provisions into new provisions which are as close as possible to the scope of the previous provisions.
- 1.4 These general conditions exclude all printed or written general conditions of the client or any trade organization.
- 1.5 The Dutch text of these General Terms and Conditions will prevail over any translations thereof, whether or not sworn, in the event of a dispute as to the substance.

#### **Article 2 Offers**

- 2.1 All offers from Kamera Express Rental are only indicative and not binding. They are valid only after they have been confirmed in writing by the representative managers and/or the management of Kamera Express Rental to the client.
- 2.2 All data provided with the offers on behalf of the goods to be delivered by Kamera Express Rental, goods to be made available, goods to be rented and services to be performed are given to the best knowledge and ability, however, the client cannot derive any rights from this. The client is aware that this information is a general presentation of events and may slightly differ from reality.

### **Article 3 Agreements**

- 3.1 Agreements (with an interest of € 2.000,00 or higher) are only considered to be established after written confirmation by the authorized managers and/or management of Kamera Express Rental of the order placed. An agreement can also be established by the start of an execution of delivery, provision, rental of goods and services by Kamera Express Rental as a result of a verbal request from the customer. It should then concern goods and services either on a small scale or in the short term to be delivered to, made available to, rented by and provided to the customer. These activities should immediately be confirmed in writing by Kamera Express Rental.
- 3.2 All agreements entered into by persons working for Kamera Express Rental, are only binding on Kamera Express Rental, after written confirmation by the management and/or authorized managers, whose authority appears from the registration in the Trade Register and after receipt of all data necessary for Kamera Express Rental to execute the agreement or order.
- 3.3 The customer shall return the copy of the written confirmation mentioned in paragraph 2 to Kamera Express Rental immediately and in any case within five working days after receipt, signed for approval and/or provided with any desired changes. If Kamera Express Rental has not received the copy within seven working days after sending the written confirmation mentioned in paragraph 2 to the customer, the content of the agreement is deemed to be in accordance with the written confirmation of Kamera Express Rental.
- 3.4 An agreement can also be established after verbal agreement between the customer and Kamera Express Rental and subsequent written order confirmation by Kamera Express Rental. If the customer does not object in writing within 7 days, despite an interim written appeal by Kamera Express Rental, this will also count as confirmation of the verbal agreement.
- 3.5 The above also applies to agreements to modify agreements already entered into, with the exception of price changes.

# **Article 4 Object**

- 4.1 All by Kamera Express Rental to deliver, made available to buy and rent are goods in the sense of article 3:2 and following of the Civil Code and include works in the sense of the Copyright Act, information and information carriers and audiovisual equipment. This also includes installations, facilities and/or parts thereof and/or related materials and/or goods.
- 4.2 The provision of some services is also based on the relevant statutory provisions, whereby the present general terms and conditions shall prevail in the event of a conflict, except in the case of mandatory provisions. The services are performed by staff specially designated by Kamera Express Rental and/or freelancers. Kamera Express Rental is entitled to have the services performed by

others than the first designated.

- 4.3 The deliverables, supplies and rentals are in their implementation standard and meet standardized standards in the industry.
- 4.4 Kamera Express Rental delivers the goods, makes the goods available, rents the goods and performs the services with equipment that Kamera Express Rental normally uses and whose quality it monitors. Kamera Express Rental guarantees that the delivered, made available or rented meets the specifications given by her. The client is not allowed to obtain things, including equipment and/or facilities from third parties, in combination with the equipment used by Kamera Express Rental. The client should carefully handle the goods of Kamera Express Rental and has only the right to personally use these things according to the applicable technical regulations, on the specified locations in accordance with the agreement. The client is also not allowed to change or repair parts of the delivered, made available or rented goods or to use other software than prescribed by Kamera Express Rental.
- 4.5 In case of the provision of services by Kamera Express Rental, the client should offer high quality products and a detailed written specification of the work to be done. The client is aware that manufacturers of goods give instructions regarding the lifetime of (technical) items such as master tapes and the like.
- 4.6 Giving the goods to a third party for use and/or subletting is explicitly excluded, as is the wilful appropriation of the goods by the Principal.
- 4.7 The hiring by the client of the technical staff of Kamera Express Rental and/or freelancers on the instruction of Kamera Express Rental is possible. The schedule will then be explicitly recorded in writing.

#### **Article 5 Prices**

- 5.1 All prices given by Kamera Express Rental for the delivery of goods, actual provision, rental/leasing and the provision of services are based on the price determinants applicable at the time of the offer and agreement. In general, the price is determined per hour or per day or per part of a day, unless expressly agreed otherwise in writing. In the event that goods are made available or hired, the client shall be obliged to register the number of hours used.
- 5.2 Kamera Express Rental reserves the right to charge price increases on the basis of subsequent calculation. These price increases may be caused by factors and causes beyond Kamera Express Rental's control, as well as by unforeseen developments. The client is aware of this and agrees to it already when issuing the order. On request of the client, Kamera Express Rental will provide a specification.
- 5.3 All prices given by Kamera Express Rental are exclusive of sales tax and other taxes anywhere

in the world, shipping and transportation costs, communication costs, cleaning costs, security, travel and accommodation costs of (employees of) Kamera Express Rental and third parties hired by Kamera Express Rental, costs rental equipment from third parties, excluding additional work as a result of the client requested changes/deviations, and based on the prevailing exchange rates at the time of the order confirmation. All this unless expressly agreed otherwise in writing.

- 5.4 When exceeding a sale or offer price as a result of additional work, Kamera Express Rental reserves the right to adjust the final invoice amount on the basis of a post calculation to be provided by Kamera Express Rental.
- 5.5 Costs incurred through the fault of the client, as a result of which, among other things, the performance or progress of the performance of the Agreement is stalled, will be charged to the client
- 5.6 If at the request of the customer the delivery, provision and rental of goods and/or the provision of services is delayed, or accelerated, Kamera Express Rental is entitled to demand a reasonable compensation, such as the resulting costs and the Kamera Express Rental foregone legal interest resulting from the postponement of the delivery, provision, rental and/or the provision of services. This fee will be specified by Kamera Express Rental.
- 5.7 Exceeding the booked period is not allowed, unless with written permission from Kamera Express Rental. The client is, if permission is obtained, due the additional price and the additional staff hours spent. Kamera Express Rental reserves the right to additional compensation, to the extent that the amount due from the customer exceeds the costs of Kamera Express Rental (including lost profits).
- 5.8 If Kamera Express Rental has to perform other than its usual activities, consisting for example of storage of goods of the client, it is entitled to stipulate a reasonable compensation.
- 5.9 Kamera Express Rental always reserves the right to let employees of its company(ies) be present at the execution of services as trainees without further costs for the client; all this in the framework of quality control and support.
- 5.10 In case of provision of goods and rental, Kamera Express Rental reserves at all times the right to inspect and maintain, at any time it desires.

### Article 6 Delivery periods and (partial) deliveries

6.1 All delivery times indicated orally and/or in writing by Kamera Express Rental are only target times. The delivery may be in whole or in part. These delivery dates are expressly not to be considered as deadlines.

- 6.2 All agreed (partial) delivery periods shall begin only when all necessary data and items are provided to Kamera Express Rental and, if agreed, the (partial) payment which should be made at the start of the order will be received by Kamera Express Rental.
- 6.3 Exceeding the agreed delivery date(s) does not give the customer the right to cancel the agreement, except for intent or gross negligence by Kamera Express Rental. Kamera Express Rental will then be given the opportunity to deliver within a reasonable time.
- 6.4 If also the thus to be determined written deadline is exceeded by Kamera Express Rental, except for a non-attributable failure and/or a minor attributable failure, the client obtains the right to cancel. The client shall then, by way of compensation in the event of cancellation, be entitled to recover any prepaid part of the price due.
- 6.5 Items are at the Client's risk, even if ownership has not yet been transferred.

### **Article 7 Shipment of goods**

- 7.1 The goods are deemed to be delivered, made available, rented, when they leave the offices and/or warehouses of Kamera Express Rental or the client picks up the goods or Kamera Express Rental takes care of the transport.
- 7.2 Dispatch of goods by Kamera Express Rental takes place, even on free delivery, always at the risk of the customer.
- 7.3 The client is obliged to take delivery of the goods, for which he has ordered Kamera Express Rental, on the agreed location. The delivered goods may not be refused, unless Kamera Express Rental has no unreasonable objections against the refusal of receipt, there is no question of an increase in costs and the refusal of the client does not affect payment of the agreed price to Kamera Express Rental. If all these circumstances do not occur, the client is then obliged to take care of the preservation of the goods as a careful debtor.

## **Article 8 Use of third parties**

8.1 Upon request and with the consent of the client, Kamera Express Rental is entitled to, in whole or in part, outsource the work to one or more third parties. If this is the case, Kamera Express Rental can negotiate a reasonable fee for its mediation. It will act as legal representative of the client, whereby any agreements are made directly between the client and the third party (parties).

#### **Article 9 Insurance**

9.1 The obligation to insure applies in case of actual provision and/or rental for the client. The client is obliged to take out additional high-risk insurance for the goods of Kamera Express Rental, for the use thereof by the client, for the employees of Kamera Express Rental, and if Kamera Express Rental so requests, also for the (hired) freelancers during the agreed booking period, if it concerns an order that may entail risks.

#### Article 10 Non-attributable failure

- 10.1 If Kamera Express Rental is prevented by non-attributable failure to fulfill the agreement in whole or in part, Kamera Express Rental has the right to cancel, dissolve or postpone the agreement until implementation is possible, without Kamera Express Rental being held liable in any way by the client and/or third parties. The client shall in any case owe Kamera Express Rental the already completed part.
- 10.2 When the suspended part is executed later, the client shall owe Kamera Express Rental the full amount without any deduction. If the non-attributable failure is permanent, such that subsequent implementation is pointless, Kamera Express Rental is entitled to terminate the agreement without any obligation to pay compensation.
- 10.3 Non-attributable failure shall mean in this case in any case, any circumstance independent of the will of Kamera Express Rental, even if such circumstance concerns Kamera Express Rental itself, making it for Kamera Express Rental not reasonably possible to fulfill its obligations. Such circumstances include in any case, among others, war, armed conflicts, insurrection, nuclear reactions, natural disasters, excessive absenteeism, riots, fire, strikes and lockouts both within and outside the company of Kamera Express Rental, delayed delivery of items ordered by Kamera Express Rental, whether or not from third parties, transport difficulties, power failures to equipment and goods, unforeseen circumstances and other similar events.
- 10.4 This includes incidents caused by persons employed by Kamera Express Rental or by Kamera Express Rental hired or appointed, as well as but not limited to theft and burglary, unless these events are caused by intent or gross negligence on the part of Kamera Express Rental.

# **Article 11 Complaints**

- 11.1 Complaints concerning the goods delivered, respectively rented and/or services provided by Kamera Express Rental should be made by the customer in writing within 24 hours after delivery. If the customer does not, or not timely complain, Kamera Express Rental can not be blamed for any shortcoming.
- 11.2 Complaints about invoices from Kamera Express Rental must be made in writing, within fourteen days from the date of the invoice, and motivated by Kamera Express Rental.

- 11. 3 If a timely and proper complaint is made and it appears that the delivered, made available, rented items and/or services provided by Kamera Express Rental completely do not meet the content of the agreement and there is a serious shortcoming attributable to Kamera Express Rental, subject to what is stated elsewhere in these conditions, Kamera Express Rental will, under return by the client of the delivered, made available, rented items, repair or replace the goods delivered, made available, rented and/or services provided again in whole or in part (unless the deviation is too small to justify repair, replacement or new work to justify or the case is too not or deteriorated as a result of the actions of the client). At Kamera Express Rental's option, the client may instead also be credited for up to the value of the items taken back or of the agreed booking period or the hourly amount of the services performed. The same applies mutatis mutandis in the legal relationship between the client and the third party, when Kamera Express Rental has completely or partially outsourced the delivery, provision or rental of goods or the performance of services to a third party, with the consent and on behalf of the client.
- 11.4 In case of improper use of the goods by the client, the latter is liable for the costs associated with repair or replacement.
- 11.5 In case of delivery of goods by Kamera Express Rental, the rules for complaints and guarantees apply as provided by the third party/manufacturer.
- 11.6 Exercising the right of complaint by the client does not suspend his payment obligations to Kamera Express Rental.

### **Article 12 Liability and damages**

- 12.1 The client is liable for all damages of any kind, which arise or are caused to his, Kamera Express Rental and/or third party property, caused by himself, his staff or by him or his staff appointed third parties.
- 12.2 The client is liable to Kamera Express Rental in the same way as for his own behavior for the behavior of those who use these things with his consent. In this respect, the client shall indemnify Kamera Express Rental for all claims (howsoever named) from third parties.
- 12.3 Kamera Express Rental is in particular not liable for damages resulting from downtime, malfunction, whether or not in the energy network (gas, water, electricity), failure or malfunction of equipment, heating, cooling, elevator installations, for the consequences of visible or invisible defects, or damage caused by the destruction or damage to property, media and its recorded content, by poor connections and line branches, for the quality of unmodulated sheets and in general by providing services, except in cases of intent or gross negligence on the part of Kamera Express Rental. Kamera Express Rental is also not liable for any legal liability or otherwise, arising from the use of the goods by the client or third parties, or the preparation of the goods. In case the customer misuses the items and/or parts thereof, from Kamera Express Rental and/or these things

are completely lost and / or irreparably damaged and / or otherwise intended/modified/adapted than agreed between parties, the customer shall pay the purchase cost of replacement and the cost of replacement or repair to Kamera Express Rental. Kamera Express Rental is then at all times entitled to take back the delivered, made available, rented items without any notice or judicial intervention. The customer is considered to have given Kamera Express Rental the authority to enter the buildings and grounds.

- 12.4 When in case of provision or rental the goods are completely destroyed by fire or similar unforeseen circumstances, Kamera Express Rental will try to provide adequate replacement as soon as possible. If Kamera Express Rental can realize this within a reasonable period, the client has no right to cancel the agreement. In case of partial destruction and Kamera Express Rental can not replace in time, the customer is entitled to a pro rata reduction of the agreed price, but not to compensation. The latter also applies if the goods are completely perished. If Kamera Express Rental in both cases can not timely make a replacement, the contract of provision or rental ends.
- 12.5 Giving advice and performing consultancy work are given to the best of knowledge. Kamera Express Rental accepts no liability for the performance of these activities. This can never relieve the client from the obligation to own research of the goods to be delivered, made available, rented and/or services to be performed for their suitability for the intended purpose. The same applies to information regarding the composition of items, parts thereof and their potential applications.
- 12.6 In respect of the maximum liability of Kamera Express Rental, the provisions of Article 11.3 of these conditions shall apply accordingly.
- 12.7 In case the client hires staff or freelancers from Kamera Express Rental to perform services, the client accepts liability for any damage, injury or death during the booked period.
- 12.8 The by Kamera Express Rental delivered, made available, rented items should be returned in the old state, whereby the client will immediately pay the costs of damage, loss and/or theft to Kamera Express Rental.

## **Article 13 Indemnity**

- 13.1 The client shall indemnify Kamera Express Rental (and the Kamera Express Rental employees including their collaborating companies, both permanent and freelance employees) for any liability that third parties may have or exercise against Kamera Express Rental in respect of the delivered, made available, rented items and services provided.
- 13.2 In so far as the client or a third party has a right to any work delivered to Kamera Express Rental, the client shall indemnify Kamera Express Rental against all claims by third parties, in the broadest sense.
- 13.3 As far as Kamera Express Rental has any rights on a work and/or as applicable, Kamera

Express Rental indemnifies the client against all claims by third parties in connection with alleged infringement of the above rights.

# **Article 14 Option and Cancellation**

- 14.1 The client is obliged, at least 24 hours before the effectuation of an option taken, to confirm the option dates in writing to Kamera Express Rental, in such a way that Kamera Express Rental is informed 24 hours in advance. If the customer exceeds this deadline, the options granted to the customer expire and Kamera Express Rental is entitled to grant these option dates to a third party.
- 14.2 Kamera Express Rental reserves the right to let option holders decide within two hours whether or not an option will be converted into a definite booking.
- 14.3 Cancellation of an agreement by the customer is only possible if done in writing and before the start of the execution of services or delivery of goods. Subject to the following provisions, in case of cancellation at any time any preparation costs incurred and any costs of third parties by Kamera Express Rental will be charged to the client. In respect of the facility multi-camera, if cancellation takes place less than 21 days before the start of execution of services or delivery of goods, the client shall owe a compensation of 75% of the agreed fee. With respect to the facility for post-production, if cancellation takes place less than 5 days before the start of the performance of services or the delivery of goods, the client will owe compensation amounting to 75% of the agreed fee. With regard to ENG/rental, if cancellation takes place less than 18 hours before the start of the execution of services or delivery of goods, the client will owe compensation amounting to 75% of the agreed fee. In respect of all other facilities and services, if cancellation occurs later than agreed between Kamera Express Rental and the client, the client will owe compensation equal to 75% of the agreed fee.
- 14.4 Kamera Express Rental is obliged after payment of the costs by the client to hand over to the client all that has been completed during the period prior to the premature termination, all this in compliance with the other provisions in the general conditions of Kamera Express Rental.
- 14.5 In case Kamera Express Rental can provide the goods and services from its employees and/or third parties during the reserved period in whole or in part elsewhere on at least equal conditions, Kamera Express Rental will credit the customer for the (partial) payments already made by him. This is subject to deduction of all costs already incurred by Kamera Express Rental up to the relevant cancellation, which costs are at least 10% of the agreed price.
- 14.6 Kamera Express Rental reserves the right to cancel agreements in whole or in part in writing in case of such changes in circumstances that fulfillment can not reasonably be expected of Kamera Express Rental or that fulfillment would entail risks under criminal law. In such a case, the customer is not entitled to any compensation.

14.7 Exceeding the delivery time does not in general give the customer the right to cancel the agreement. Kamera Express Rental is entitled to still deliver, make available, rent and perform the services within a reasonable subsequent delivery period. If within this additional delivery period again no delivery is made, the customer has the right to cancel. The above applies, if Kamera Express Rental can not rely on non-attributable failure. By way of compensation, the client can recover, as a maximum, the part of the price paid in advance (provided that no work has been done before).

14.8 If during the execution of an agreement the client makes such changes to the agreement that, in the opinion of Kamera Express Rental, the order becomes infeasible and/or not suitable for the agreed purpose with the client, Kamera Express Rental is entitled to terminate the agreement at any stage prematurely, without any compensation whatsoever. This termination is without prejudice to the obligation of the client to pay all costs incurred up to the early termination, and costs caused by the early termination, to Kamera Express Rental.

### **Article 15 Culpable shortcoming**

15.1 When the customer does not, not timely or not properly fulfill any obligation (especially the payment obligation), Kamera Express Rental has the right to dissolve the agreement in whole or in part by means of an extrajudicial statement. Kamera Express Rental also has the right, if desired, to take possession of its goods again, relying on its retention of title. Kamera Express Rental may also exercise its right of retention. The client then has no right to any compensation. This extrajudicial termination shall not affect the right of Kamera Express Rental to claim (replacement) damages, fulfillment or termination in court.

15.2 In this case, the client is obliged to reimburse Kamera Express Rental for all damage caused to Kamera Express Rental and all costs incurred by Kamera Express Rental in connection with this repossession.

# **Article 16 Payment**

16.1 Invoices must be paid no later than 14 days after the invoice date, unless expressly agreed otherwise in writing. In general, the payment condition is net cash. Kamera Express Rental is entitled to charge advance payments and require further (additional) security. Kamera Express Rental may also request a deposit on the actual provision or rental.

16.2 If one or more of these terms is exceeded, the Clientele will owe the statutory interest - without any notice of default being required - plus 1% on the amount owed for each month, part of a month being taken as a whole, during which the term of payment has been exceeded and/or the Client has been in default of payment of the amount owed. In that case, the amount owed shall also be immediately due and payable without any discount. The deadlines shall be regarded as strict

deadlines.

- 16.3 The mere failure to meet the payment deadlines will result in all judicial and extrajudicial costs being charged to the Client. The extrajudicial costs will in all cases be at least 10% (ten percent) of the outstanding claim, with a minimum amount of € 275.00 and will be payable by the Client without any further summons or notice of default, if the claim has to be transferred to third parties for collection. The amount is in principle based on the collection rate in accordance with the guidelines of the Netherlands Bar Association. If there are higher costs, Kamera Express Rental will specify this in writing.
- 16.4 Compensation of mutual claims and debts by the client is excluded, given the nature of the mutual performance of parties.
- 16.5 With regard to payments not yet made by the customer, Kamera Express Rental has the right of retention on the goods of the customer in its care.
- 16.6 The client is liable for the price, even if the goods cease to exist or decrease in value due to non-attributable failure by Kamera Express Rental.

#### **Article 17 Retention of title**

- 17.1 Kamera Express Rental expressly reserves at all times the ownership of its goods made available or rented to the customer. It also reserves ownership of those items (for which Kamera Express Rental has or has not performed services) which have already been delivered or are still to be delivered to the client, until the client has fulfilled his obligations to Kamera Express Rental in full.
- 17.2 Kamera Express Rental also reserves the ownership of these delivered and/or to be delivered goods, if the client fails to fulfill his obligations under the agreement to provide services and/or in respect of claims for failure to fulfill such agreement.
- 17.3 In case of administration, receivership and/or seizure and/or otherwise on matters of Kamera Express Rental, which are in the possession of the client, the client shall make all costs incurred by Kamera Express Rental to recognize and maintain its right of ownership, including the costs of legal assistance on behalf of Kamera Express Rental, to Kamera Express Rental.

### **Article 18 Rights**

18.1 Kamera Express Rental fully retains the copyright and other rights of intellectual property - including but not limited to neighboring rights- on its items respectively on the items for which Kamera Express Rental has performed services that are susceptible to copyright and other rights, unless expressly agreed otherwise in writing. This also applies to the copyright and other

contributions of its employees and/or freelancers.

18.2 If the item or parts thereof is part of another matter, whereby the rights are expressly stipulated in writing, Kamera Express Rental reserves in all cases the right to promotional use, whereby Kamera Express Rental will mention the source of possible other authors and other right holders.

### **Article 19 Confidentiality**

19.1 Kamera Express Rental will in general never disclose the agreement with the client and everything they know or obtain in connection with the execution thereof and whereby they know of the confidential nature thereof, or can reasonably suspect this. This is only different when there are legal or judicial obligations that require disclosure or publication for the proper implementation of the agreement is necessary. Kamera Express Rental will also impose this obligation on its employees.

#### **Article 20 General**

20.1 Additions and/or modifications to these terms and conditions and the related written agreement between the client and Kamera Express Rental, are only valid if confirmed in writing by both parties.

20.2 The client is not entitled to transfer his rights from the agreement to one or more third parties, except with the express written consent of Kamera Express Rental. Without prior mutual written consent, the parties are not entitled to transfer one or more obligations from the contract(s) entered into between them, in whole or in part, to one or more third parties.

20.3 Unless expressly agreed otherwise in writing, these General Terms and Conditions shall apply only in the Netherlands and shall relate only to goods delivered, made available, leased and/or services performed or to be performed in the Netherlands.

#### **Article 21 Litigation**

21.1 Dutch law shall apply regardless of the place of residence and/or nationality of the client and regardless of the place of delivery, making available, leasing of the goods and/or where the services were performed.