

General Terms and Conditions

Rental Services

By signing the order the client explicitly accepts the General Terms and Conditions of HD-Skycam GmbH as they are listed. Confirmations to the contrary by the client with reference to these General Terms and Conditions are expressly rejected. These General Terms and Conditions apply even when HD Skycam performs its services without reservation in full knowledge of the existence of the terms and conditions of the other party.

1. **Rental charges**

All rental charges for the film equipment, including accessories, will be charged according to the prices agreed upon in writing. The full rental price for the equipment including accessories at an all inclusive price is due even when the client requests that individual accessories shall be excluded in the delivery. All listed prices do not include the respective value added tax.
2. **Rental period**

The rental period shall commence at the time when the equipment has been bindingly ordered, or, at the latest, when it has been picked up, delivered, or dispatched until its return, however, at the earliest at the end of the agreed rental period. The transportation time is a part of the rental period.
3. **Transportation**

Transportation costs as well as the transportation risk shall be the renter's liability. This also applies in case of delivery by us.
4. **Property protection**

All rental equipment shall remain our sole property and/or our indirect possession. The customer shall not lease any rental equipment to third parties, neither for a consideration nor free of charge, without our explicit written consent. Any equipment rental to third parties in violation of this contract shall entitle us to an immediate termination of this rental agreement and also entitles us to request the immediate return of the equipment. Any pawning or other kind of debiting of the equipment by the renter is illegal and violates this contract. The renter shall notify us immediately of any legal enforcement measures against our equipment. The renter shall be liable for any potential rental agreements or contracts, which are lost during any measures of intervention to protect our property.
5. **Safeguard obligation**

The renter or his agents accept the obligation to check the equipment and its accessories for good condition, completeness, and normal functioning during pickup or if the equipment is dispatched by us, upon receipt. We cannot be held liable for this check in case the renter neglects to perform it. The equipment is considered to be in perfect condition, if deficiencies are not indicated to us in writing during the reception process.
6. **Liability**

The client remains fully liable during the entire rental period for any kind of damage and/or loss, or other deterioration of the equipment regardless if it was caused by him or not . This particularly applies if the equipment / systems was damaged and these damages could have been foreseen. In case the renter will be held liable, the reinstatement value of the equipment must be refunded.

Commencement of Liability:

The acceptance of liability starts when the equipment / system is received by the renter stated in the rental contract or his representative cargo carrier. The renter or his representative is liable for all damages regardless if the damage was caused by him or not.

7. Equipment transportation

The equipment has to be protected against damage by adequate packaging during loading, unloading and the transport itself.

8. Insurance

The client is able to eliminate his liability by paying an insurance fee, which is 10% of the equipment's rental price. In this case, the renter shall only then be liable, apart from the agreed upon deductible, in case he violates any other contractual agreements and in case he or his representatives deliberately caused the damage. The deductible is 1.000,- €.

9. Return of the rental equipment

The rental equipment must be returned to the renter's storage facility in perfect condition during the rental period stated in the rental agreement, or at the latest on the last day of the rental period during normal office hours. The duty to return the equipment shall also include any defective rental items.

10. Liability of HD-Skycam GmbH

In case parts of the rental equipment are defective at the time of the passage of risk, which would considerably limit or defeat the functions according to the contract, HD-Skycam GmbH will be entitled to correct the error or, at our choice, replace the defective equipment. The rental price will then be reduced during the period of the considerable limitation of suitability.

HD-Skycam GmbH shall be liable for damages, which occur during the use of the equipment by the client, only if these damages have been present at the time of the passage of risk and if HD-Skycam GmbH has caused this damage.

HD-Skycam GmbH shall only be liable for mere negligence and in cases of injury to life or health. Additionally, HD-Skycam GmbH is only liable for obligations, which are needed for the proper implementation of the contract and the adherence of which the contractual party regularly trusts.

Furthermore, HD-Skycam GmbH is only liable in cases of intentional gross negligence. In the case of slight negligence of essential contractual duties, we shall only be liable for the typical contractual, foreseeable damage and not for any remote or subsequent damage.

This also applies in cases of deliberate and gross negligence of contractual duties caused by our ordinary vicarious agents.

All further claims by the renter, in particular damage claims regardless of fault according to § 536a section 1 BGB are excluded.

11. Cancellation of the Rental Agreement

A temporary rental agreement can only be terminated for good cause by both parties if:

- a) The economic conditions of the other contractual party have significantly decreased i.e. in the case of a foreclosure or other measures of third parties or if insolvency proceedings are commenced over assets of the service provider, insolvency proceedings, or if out-of-court settlement proceedings have been initiated.
- b) The renter does not use the rental equipment in adherence with the use agreed upon in the contract
- c) The renter leases the rental equipment to third parties without our express written consent.
- d) In case the renter is in default of paying the rental fee due, which was calculated according to the relevant rental period, for two consecutive dates.
- e) The renter is entitled to terminate the rental contract in writing in the case of equipment deterioration or loss with immediate effect. Additionally, the renter is entitled to immediate termination of the contract in the case of equipment damage only if the costs of repair are 50% higher than the current equipment value.
- f)

7. General provisions

a) Terms of payment

Invoices including all extra charges shall be paid promptly after receipt within 14 calendar days without deductions. Intermediate invoices and partial compensation payments may optionally be agreed upon for larger orders. In the event of default of payment, the rental company reserves the right to prohibit the use of the equipment and to demand the return of the equipment with immediate effect.

b) The contractual partner agrees to notify HD-Skycam immediately about significant events, which could be relevant for the contract.

c) Verbal collateral agreements have not been made and are not valid. Agreements must be in writing to become effective.

d) Applicable law

This contract is exclusively governed by the laws of the Federal Republic of Germany. The application of the UN Sales Convention is expressly excluded.

e) Jurisdiction

The place of jurisdiction for any disputes arising from this contract shall be Mainz, if the ordering party is a registered merchant or has an equivalent status.

f) Salvatorian Clause

If any provision of this contract shall be or become invalid, then it shall not affect the validity of the remaining provisions. The contractual parties are obliged to agree to replace the invalid provision by that valid provision which comes closest to its economic meaning and intention and which best matches the original intent of the agreement.

This also applies in case provisions are missing.

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Above certified translation from German was done by Heike Rudl in her function as Certified Translator for English for the lawyers and notaries in the State of Hessen, Germany according to the original.

The translation was exactly done according to the words of the original.

Wiesbaden, 27.8.2014