

GENERAL RENTAL TERMS AND CONDITIONS OF A CAMERA APS

1. Purview of General Terms and Parties

These General Terms of Rental shall be applied between A Camera Aps, hereinafter named Supplier and and the client, hereinafter named Client, the following conditions apply for rental of equipment. The Supplier and Client also named Parties hereinafter.

2. Subject of the Agreement

The Client rents equipment from the Supplier which shall be separately agreed upon between the Parties case-specifically and which shall be recorded in writing for each rent separately. The Client agrees to rent the equipment according to these General Rental Terms and Conditions. The Supplier hands over the rented equipment to the Client in proper condition maintained and inspected, unless otherwise agreed upon with the Client.

3. Binding Rental

When the Client accepts, verbally or in writing, an offer provided by the Supplier on the equipment to be rented, a booking shall be confirmed and a rental agreement on the equipment shall be concluded between the Parties. If an actual offer is not provided, a booking shall be confirmed and a rental agreement shall be concluded between the Parties, when the Client makes a booking, verbally or in writing, to the Supplier on the equipment to be rented.

4. Pickup and Return

Equipment pick-up by Client is always from the Supplier at the aforementioned address and be returned by Client to the same address, if nothing else is agreed. The Client have the right to pick-up equipment later than the first day of rental and return equipment earlier than the last day of rental. However, without the reduction of the daily rental price, unless otherwise agreed upon with the Supplier. At pick-up, the Client or their representative shall be able to identify themselves with either Passport or other Danish/EU acceptable Identification Card. Should the Client not be able to identify themselves through those means, the Supplier reserves the right to refuse service to the Client.

5. Rental Time

The Rental Time is counted from the date that both parties have agreed upon as first day of rental until the date that the equipment should be returned to the Suppliers address. A preliminary booking that has not been confirmed within 48 hours before the first day of rental, is not considered as a booking and the Supplier reserves the right to rent out that equipment to another Client.

6. Rental Time Calculation

Rental prices are charged during rental period with DKK / per day. A rental day begins at 08.00 on the first day of rental and ends at 08.00 the day after rental if no other agreements have been made between both parties. Each rental day is charged in full whether or not the equipment has been picked up later than the allowed pick-up time or returned earlier than the latest return time. If the equipment is not returned to the Rental House the last day of rental at the agreed return time, the Rental House reserves the right to charge the Client a lateness fee equivalent to one day of the price of rental for the excess period and equipment, there in charging a fee for each new day that has begun.

7. Liability

The Client is liable for the welfare of the equipment, made by loss or damage from the moment of pick-up until approved return.

8. Condition of Equipment

The Supplier is responsible for testing the equipment and making sure that it is in functioning condition before rental. The Client has the same responsibility to make sure that the equipment they have rented is in functioning condition and equivalent to their needs. The Clients signature on each rental contract is to be considered as acknowledge of the equipment's trouble free condition.

9. Disposition to Third Party

The Client may not rent out equipment nor assign their rights or obligations to a third party without an agreement from the Supplier.

10. Supervision and Care

The equipment should be treated with care and always be under the supervision of the Client. At return the equipment should be properly cleaned and (with consideration to

normal wear-and-tear) in good condition. In the case of returned equipment that has not been cleaned, the Client will be charged for necessary cleaning work at DKK 500 / hour. Additional cost for dry cleaning of textiles and similar cleaning may be added to cleaning costs. The Client has the responsibility of training and educating their personnel in the care, usage and management as well as necessary regulations to avoid unusual wear-and-tear of the equipment. It is the Clients responsibility to make sure that their personnel have enough knowledge of the equipment to avoid mistreatment of equipment nor make unjustified accusations of the equipment's condition to the Supplier. The Supplier reserves the right to refuse service to any Client who are suspected to not possess the necessary knowledge of usage for the booked equipment. The Client is obliged to take necessary measurements to make sure that rented equipment is transported in a safe way. If the equipment is "Flight packed", it's the Clients responsibility to make sure that it is done properly.

11. Damage and Loss

During the rental period, between the time that the Client has picked up the equipment and the moment that it is returned to the Supplier at their address, the Client is responsible for any damage to, or loss of equipment. Normal wear-and-tear, decided by the Supplier, is not considered damage of equipment. If damage or loss of any of the rented equipment take place, it is the Clients responsibility to immediately notify the Supplier of the event. At the event of theft, the Client has the responsibility to report the theft to the police as well as making sure that the Supplier is presented with a copy of the police report. Damaged or missing equipment is charged at the per day rate until they are repaired or, in the case of loss, returned unless another agreement is made with the Supplier. Damaged or missing equipment is replaced by the New Acquisition Principle, wherein the Client will pay the difference in price between what the insurance company replaces and the product costs at current list price. Should the Supplier's insurance company consider any damage done either intentional, due to misuse or lack of knowledge, the Client will be held responsible for any costs covering maintenance. If damaged equipment is considered to be beyond the ability to repair, the Client will be charged for replacement of the damaged equipment including any surrounding costs (e.g shipping). The Client should in all respects see to the Suppliers

interests, the wellbeing and safety of the rented equipment.

12. Repair

Repairs necessary due to normal ware-and-tear are paid for by the Supplier. Also should that judging be made by the Suppliers trained personnel. Repairs conducted due to additional damages that cannot be linked to average wear-and-tear are paid for by the Client.

13. Insurance

The Equipment is by default insured by the Client. But an insurance fee can be included to the rental price of the equipment if agreed in advance.

14. Restrictions of Responsibility

If completion of commitment, according to the contract, by any of the parties, are prevented by circumstance beyond the parties abilities (Force Majeure), such as working conflicts, lightning strike, war, mobilisation or major military conscription, requisition of, impoundment of, currency restrictions, authority regulations, revolt or riots, limitations/ restrictions or general shortage of transportation/ goods or energy and defects or delay in delivery from sub-contractors, by aforementioned circumstances, shall this be grounds for amendments such as time delay, waived damages, and other consequences. In reference to paragraph 7, the Client is liable for the risk of damage or the loss of the equipment from the moment of pick-up until approved return. This means that, amongst other things loss and/or damage to the equipment (regardless of cause and occasion) during the rental period, is The Clients responsibility, according to this agreement, and may not be waived. The parties responsibility, on the grounds of this contract, with the exception of the collection of rental fees and the collection of additional charges, will not include collateral damage or damages that the erroneous part could not reasonably have taken into account. The Supplier shall thus not be imposed charges for faulty or damaged equipment, production (time) loss or delays.

15. Collateral Damage

The Client is responsible for any damage, and harm, caused to them, or a third party, in connection with use of the rented equipment during the rental period.

16. Terms of Payment

Payment of the rented equipment shall, if nothing else is agreed, be done within 8 days after the Day-of-issue of the invoice. Equipment cancelled, less than 24 hours of rental start, will be charged a fee of 50% to the rental cost, if nothing else is agreed. Delay interest will be charged, with reference interest after the due day. For every sent payment reminder a charge of a Statutory reminders fee will be applied (DKK 250,00). VAT/Moms (25%) will be added to rental fees and charges, except for foreign customers that presents a VAT number. The Client is liable for surplus charges regarding shipping and handling in connection to equipment pick up, and is also liable for surplus charges in the regard of sub- rentals, shipping and handling, in connection to delayed equipment return. Objections to the invoice shall be issued, at the latest, 4 days after the Day-of- issue of the invoice.

17. Change in Price

The Rental House reserves the right to changes in prices that may be related to the general price situation without any further notice.

18. Change of Terms

Change, and amendments, of rental contract shall be done in writing

19. The Rental House Right of Annulment

The Supplier reserves the right of annulling any contract if The Client has a payment notice of more than fifteen days, or The Client has filed for bankruptcy, had property seized, cancelled payments or are in such insolvency that pay, rent or other charge, reasonably judge, will not be paid. Corresponding right of annulment will be applied if the equipment is exposed to abnormal wear and tear, or in such misuse that extensive market value decrease is imminent, or if The Client disregards the conditions of this contract, and the disregard is not of only minor significance to the Supplier. With any annulment, according to this paragraph, the Supplier reserves the right to return the equipment on the expense of the Client.

20. Special Conditions

In rental of special equipment, such as underwater camera housings, separate contracts shall be established.

21. Credits

In case Equipment has been used in connection with a film, television or video production, the Customer shall mention the Company as well as any Company Personnel engaged in such production in the end credits or equivalent listing of the said production as customary in the industry. The Company shall supply upon request a copy of its company logo for this purpose.

I ACKNOWLEDGE HAVING READ AND AGREE CONDITIONS AS DETAILED ABOVE. TO ABIDE BY THE GENERAL RENTAL TERMS AND TO ABIDE BY THE GENERAL RENTAL TERMS AND

Name: _____

Contact: _____

Date: _____

Company: _____

Position: _____

Signature: _____