

Effective from June 3rd 2014

STANDARD TERMS AND CONDITIONS OF RENTAL OF ANGEL FILMS LTD

The following are the Standard Terms and Conditions (“Standard Terms and Conditions”) that apply to the rental of equipment and purchasing of goods and services from the Company as defined below.

1. DEFINITIONS

- (a) In these Standard Terms and Conditions the following words shall have the following meanings unless the context otherwise requires:
- (b) The Parties:
 - i. “*Company*” means the lessor as indicated in the Specific Terms.
 - ii. “*Customer*” means the person, firm, company or partnership (including their successors, personal representatives and permitted assignees) renting Equipment or purchasing Goods and/or Services from the Company as indicated in the Specific Terms.
- (c) “*Equipment*” means cinematography equipment and all other related equipment and accessories and all articles, materials, vehicles and generators rented out or supplied by the Company to the Customer or any replacements or substitutes and all accessories and additions made thereto.
- (d) “*Company Personnel*” means the employees, agents, sub-contractors or other persons whose services are employed by the Customer whether in conjunction with the hire of Equipment or the sale or purchase of goods or otherwise.
- (e) “*Rental Fees*” mean the rates agreed and payable for the rental of Equipment and/or for Goods and/or Services purchased by the Customer from the Company.
- (f) “*Quotation*” means the written quotation made available by the Company to the Customer, setting out the price, where applicable, quantity in respect of any combination of Equipment, Company Personnel and/or Goods and other Services, and any other term and condition which may be deemed necessary by the Company.
- (g) “*Contract*” means the agreement between the Company and the Customer for the hire of Equipment or Company Personnel or the sale and purchase of goods and/or services in accordance with and incorporating these Standard Terms and Conditions and the Specific Terms as defined below. The Specific Terms and its Schedules, Appendices, etc. and the Standard Terms and Conditions and their Appendices form an integral part of the agreement between the Company and the Customer.
- (h) “*Specific Terms*” mean the specific agreement between the Company and the Customer defining the exact terms of hire of Equipment or Company Personnel, the list of Equipment, agreement on Rental Fees and the payment schedule thereof, the Rental Period and the Delivery Date, etc.

2. ORDER AND ACCEPTANCE OF STANDARD TERMS AND CONDITIONS

- (a) The Customer may order Equipment, Company Personnel and/or Goods and Services either in writing (including e-mail) or verbally, by telephone or in person. The Company provides the Customer with a Quotation which must be accepted by the Customer before Equipment, Company Personnel and/or Goods and Services are reserved for the Customer. If the order has been placed by telephone, in person, verbally or in writing, a confirmation e-mail or other evidence of acceptance of the Quotation must be provided to the Company

within reasonable time. However, if the Customer has not provided a written confirmation, the acceptance of delivery of any item means these Standard Terms and Conditions and the Quotation shall be binding on the Customer. If the Customer has not confirmed acceptance of the Quotation by e-mail or has not provided any other evidence of acceptance, the Company shall not have any obligation whatsoever to rent Equipment or provide other services to the Customer.

- (b) Unless otherwise agreed in writing by the Parties, any order by the Customer for Equipment, Company Personnel and/or Goods and Services shall be construed as an express acceptance of these Standard Terms and Conditions and the Quotation which shall prevail to the exclusion of all other terms. The payment of any invoices sent by the Company to the Customer shall be deemed acceptance of the Quotation and/or these Standard Terms and Conditions. The acceptance of delivery shall also be construed as an express acceptance of these Standard Terms and Conditions and the Quotation.

3. RENTAL PERIOD

- (a) "*Rental Period*" commences on the Delivery Date and continues until the Termination Date. "*Delivery Date*" means the earlier of (i) the date of the Delivery as defined in Paragraph 5 (a) or (ii) the date set out in the Quotation and/or in the Specific Terms. "*Termination Date*" means the latter of (i) the date of the full return of Equipment and Company Personnel to the Company's place of business ("*Return*") or (ii) the date on which the Customer has agreed to return the Equipment to the Company as set out in the Quotation and/or in the Specific Terms or as otherwise agreed in writing by the Parties.
- (b) If Delivery occurs later than at the start of the agreed Rental Period, the Company shall have the right to charge up to full amount for the days the Customer fails to accept the delivery and/or fails to collect Equipment.
- (c) The minimum Rental Period shall be one day. The time required to collect and return Equipment is included in the Rental Period.
- (d) The Company will use its reasonable endeavours to have Equipment available for delivery or collection on the date requested by the Customer at the time of order but the Company shall not be liable for any consequences of a delay due to circumstances beyond its control, provided that the Company has informed the Customer about such circumstances in due time.
- (e) The Rental Period may be extended by agreement between the Parties, subject always to the availability of Equipment and/or Company Personnel and payment by the Customer of all additional Rental Fees and other charges. In case the Customer has not paid Rental Fees or other charges in due time, the Company may refuse to extend the Rental Period and may demand the immediate return of Equipment to the Company.
- (f) The ordinary warehouse opening hours of the Company are working days Mon–Fri from 7:30 a.m. till 4:30 p.m.

4. RENTAL FEES

- (a) The Customer shall pay to the Company the Rental Fees being the amount payable for the hire of Equipment, for Company Personnel and for Goods and/or Services purchased by the Customer from the Company. Rental Fees shall be set out in the Quotation accepted by the Customer and/or as agreed in the Specific Terms.
- (b) Rental Fees shall be calculated from the Delivery Date until the Termination Date. In the event that the Equipment is not returned by 8:00 a.m. on the day

following the Termination Date set out in the Quotation and/or the Specific Terms, the Customer shall be liable for additional fees at the full daily rental rates set out in the rental catalogue of the Company for each day until the Equipment is returned.

- (c) Unless otherwise agreed by the Company, (i) when the Rental Period is agreed to be the maximum of seven (7) days, cancellation of ordered or reserved Equipment and/or Company Personnel within 24 hours of the Delivery Date will incur a cancellation charge of 50% of Rental Fees for Equipment and/or Company Personnel concerned, and (ii) when the Rental Period is agreed to be more than seven (7) days, cancellation of ordered or reserved Equipment within 72 hours of the Delivery Date will incur a cancellation charge of 50% of Rental Fees for Equipment concerned.
- (d) The Customer shall pay Rental Fees in the local currency of the Company's office that issued the invoice, without abatement, deduction or set-off. The Customer shall pay Rental Fees as set out in the Quotation and/or in the Specific Terms.
- (e) Where rates include the provision of Company Personnel, overtime rates and additional expenses (travel, accommodation, vaccinations, visas etc.) may apply during certain hours or after certain periods of time, in accordance with the Company's applicable price list(s) and in line with applicable domestic and international laws and regulations.
- (f) Past due amounts shall bear interest at the rate according to the applicable laws and as set out in the Quotation and/or the Specific terms.
- (g) Rental Fees and all other charges and prices set out in the Quotation and in the Specific Terms are given exclusive of VAT. When applicable, VAT at the standard rate will be added to the sums charged to the Customer. The Customer shall be solely liable for any and all taxes, transportation charges, duties, broker fees, bond, customs and all other costs and duties arising out of the Customer's rental, use or transportation of Equipment or otherwise resulting from the Customer's rent of Equipment, use of Company Personnel and/or purchase of Goods and Services.

5. DELIVERY, INSPECTION AND DELIVERY NOTE

- (a) The Customer shall be responsible for the collection and return of Equipment. The Company shall have absolute discretion as to the mode of Delivery of Equipment and the Customer shall at all times bear the risk and the cost of the Delivery, unless otherwise agreed by the Company. "*Delivery*" (including for the purposes of risk of loss) of Equipment and purchased Goods to the Customer shall be deemed to have taken place when Equipment has left the warehouse or premises of the Company or is otherwise handed over to the Customer, its contractors, agents, employees, transportation company or any other agreed third party for delivery to the Customer.
- (b) The Customer shall have the right to as well as responsibility to inspect and test Equipment before Delivery. Notwithstanding the foregoing Paragraph 5 (a), in the event that the Customer, its employees, contractors or agents test and/or prep Equipment on the Company's premises, the Customer shall bear all risk with respect to any damage to Equipment or other liability caused as a result of the actions or omissions of the Customer, its employees, contractors or agents during such testing or prep.
- (c) With each Delivery, the Company shall provide the Customer with a Delivery Note that shall itemise Equipment and purchased Goods delivered ("*Delivery Note*"). Unless the Company receives written notice to the contrary from the

Customer within (i) four (4) hours of the Delivery, if the Rental Period is agreed to be a maximum of seven (7) days, and (ii) twelve (12) hours, if the Rental Period is agreed to be more than seven (7) days, the Delivery Note shall be considered conclusive evidence that the listed Equipment was delivered in good working order and the Customer is obliged to pay the Rental Fees for every scheduled item in the Delivery Note.

6. USE OF EQUIPMENT

- (a) Equipment shall only be used within their technical specifications and may only be assembled, operated and dismantled by expert persons. The Customer shall be responsible for observing and following all existing and applicable safety regulations and precautionary measures. The Customer shall also be responsible for the storage of Equipment during the Rental Period.
- (b) The Customer shall: (i) not use Equipment for any purpose other than intended by the manufacturer of such Equipment; (ii) not lend, sublet, pledge, or otherwise dispose of or encumber Equipment, or permit anyone other than the Customer, persons under the Customer's direction and control (having appropriate qualifications and experience), or the Company, to have possession of, use, examine or evaluate Equipment; (iii) not modify or disassemble Equipment, except for the purpose of normal cleaning and maintenance in accordance with Paragraph 9 below; (iv) not attach anything to Equipment by any means that causes damage to Equipment; (v) take all reasonable precautions to avoid loss or damage to Equipment during the Rental Period; (vi) inform the Company of any fault in Equipment within 24 hours of the Customer's discovery of such fault; (vii) not, without the prior written consent of the Company, use Equipment on any abnormal or hazardous assignment or transport Equipment by air other than on a regular scheduled flight by a reputable airline; and/or (viii) not, without the prior written consent of the Company, use Equipment outside of the country of the Delivery.
- (c) Vehicles rented by the Company to the Customer may not be used: (i) for transportation of passengers or items for a consideration; (ii) for towing, pushing or otherwise moving another vehicle or a trailer, unless explicitly agreed in writing; (iii) by persons who are not in possession of a valid drivers license for appropriate category of vehicle and/or who are under the influence of alcohol or drugs. Whenever the vehicle is not used, both the steering wheel lock as well as the entire vehicle must be kept locked. In case of an accident with a vehicle, the Customer and the driver shall safeguard the interests of the Company and the insurer.
- (d) The Customer shall, at all times, comply with all applicable laws, rules and regulations relating to the use, shipping, handling or transport of Equipment including but not limited to all environmental, occupational health and safety or other such laws, rules and regulations. The Customer shall comply with all statutory regulations such as, if applicable, use of the tachograph (time chart), compliance with traffic regulations, etc.
- (e) The Customer shall indemnify the Company against all damages, fees, expenses, penalties, fines, and liabilities imposed on the Company or arising in respect of or related to (i) any non-compliance or contravention of any transport, traffic or other law or regulation; and (ii) a breach by the Customer of Paragraphs 6 (a)–(d).
- (f) The Company shall not be liable for any defects in or loss of data, files and/or any other material which is recorded or otherwise created with hired Equipment and/or by Company Personnel.

7. RETURN OF EQUIPMENT

- (a) The Customer shall return Equipment at the Customer's expense to the Company's place of business in the same condition as when received by the Customer except for reasonable wear and tear. The Company's staff will check and accept Equipment after Return. Unless the Company gives notice of damaged Equipment to the Customer latest at the end of the second working day after the full Return has taken place, Equipment is considered to have been returned in good working order.
- (b) All vehicles and generators are handed over to the Customer with a full tank and shall be returned by the Customer with a full tank as well. In case vehicles are not returned with full tanks, the Company reserves the right to charge the Customer for refuelling.

8. MAINTENANCE AND REPAIRS

- (a) Normal cleaning and maintenance of Equipment (including cleaning and oiling moving parts, cleaning lenses and filters, and standard cleaning), replacing and cleaning ground glass, and basic troubleshooting (including changing fuses and removable circuit-boards) shall be done by the Customer at its own cost and shall only be performed by persons who have been provided with explicit maintenance and service instructions. If the required repairs exceed normal cleaning and maintenance, the Company shall make such repairs provided that the Customer returns such Equipment to the Company's place of business, unless the Company determines that such repairs may be carried out at the location where Equipment is being used, in which case the Company may send a technician to such location for that purpose at the Customer's request and sole cost and expense. The Company shall make such repairs or replace Equipment as promptly as reasonably practicable.
- (b) The cost of repairs or replacement resulting from reasonable wear and tear, or from any defect in Equipment, shall not be charged to the Customer and the Customer shall not be responsible for transportation costs for sending Equipment back to the Company's place of business nor for Rental Fees for such Equipment during the period it is being repaired or until it is replaced; however, the Customer shall still bear the risk of loss during such period. Repairs or replacement costs resulting from any other cause, including, without limitation, misuse, accident or abuse of Equipment shall be charged to the Customer, repair, transport and rental costs included.

9. LOSS, DAMAGE AND INSURANCE

- (a) Equipment shall be at the Customer's risk during the Rental Period from Delivery until Return. The Customer is released from liability for loss or damage to Equipment pursuant to these Standard Terms and Conditions only after Equipment has been checked and thoroughly searched and its Return accepted by Company staff.
- (b) In the event that Equipment is lost, stolen, missing, destroyed, or damaged beyond repair while at the risk of the Customer, the Customer shall be liable for and agrees to compensate the Company for the replacement cost (without deduction for depreciation). Further, with respect to any lost, stolen, missing, destroyed or damaged Equipment, the Customer agrees to compensate the Company for Rental Fees for the Equipment until the Equipment is repaired or replaced. [For the avoidance of doubt, these costs and compensation shall be covered preliminary by the Company's and the Customer's Insurances, but in](#)

the event they are not covered by the Insurances (in whole or in part), the Customer shall have the liability as presented herein.

- (c) The Customer shall not use or allow Equipment to be used for any purpose or by any person not permitted by the standard terms and conditions of the Company's Insurance and/or the Customer's Insurance (as defined below) and shall not, for the duration of the Rental Period, do or omit to do any act or thing whereby such Company's Insurance and/or Customer's Insurance terms would or may be vitiated or invalidated and/or jeopardize the prospect of a successful insurance claim in respect of any loss or damage to Equipment.
- (d) The Company shall not be liable for any direct or indirect harm, loss or damage arising from or related to Equipment, its use, possession or malfunction, instances of negligence associated with or transportation of Equipment. The Company shall not be held liable for any lost business profit or any other indirect or consequential loss or damage. The Company assumes no responsibility for the suitability of Equipment for the use intended by the Customer.
- (e) Equipment has been insured by the Company ("*Company's Insurance*") under a policy which is in effect in Finland and, subject to certain exceptions, also abroad. The insurance coverage is available to the Customer for review upon request and subject to update from time to time. However, the Company reserves the right to require additional insurance at the Customer's expense, the terms and conditions of such insurance to be determined by the Company. Such insurance must be valid and paid for by the Customer before the Delivery Date.
- (f) The Customer shall be liable for any applicable deductible for the Company's Insurance in respect of each occurrence of damage or loss.
- (g) Any and all liability, claims, demands, actions, causes of action, loss, costs, damage and expenses arising out of or based upon the use or possession of Equipment or the present or future fitness, quality, design, condition, repair, merchantability, functioning, performance or malfunctioning of Equipment, which is not covered by the Company's Insurance, shall be the sole risk of the Customer. However, the Customer may, with written pre-approval of the Company, take out and maintain insurance against loss, damage or liability arising in connection with the use or storage of Equipment and/or loss due to breakdown, accident, damage or delay and/or against loss, damage or liability arising in connection with acts, omissions or default of personnel in carrying out or incidental to their duties ("*Customer's Insurance*").
- (h) In the event of loss or damage to Equipment, the Customer shall: (i) immediately notify the Company (and the Police where appropriate) and take all practicable steps towards discovery and recovery; (ii) as soon as practicable, provide the Company with a full written report of the circumstances of the loss or damage to the Company and furnish the Company with any particulars or evidence as may reasonably be required by the Company or the insurer.
- (i) Notwithstanding anything else in this Paragraph 10, the Customer shall remain primarily liable to the Company pursuant to the provisions of Paragraph 10 (a)–(c), (g)–(h) above, and the Company may enforce its remedies hereunder directly against the Customer without proceeding against the insurer.
- (j) The Company reserves the right to terminate the Customer's usage of any Equipment if the Company considers that its Equipment, employees, suppliers, subcontractors or agents would or may be put at risk if usage were to continue, for example in adverse weather conditions. In these circumstances, Rental Fees shall remain payable by the Customer in full.

10. EXCLUSION OF WARRANTY, LIMITATION OF LIABILITY AND INDEMNITY

- (a) The Customer further acknowledges that it has determined Equipment as specified on the Delivery Note will be fit for its purposes and that it has not relied on the skill or judgement of the Company or any person purporting to act on its behalf in selecting such Equipment and that before Delivery the Customer has checked Equipment for completeness, correct functioning and suitability, including film testing of all cameras wherever practicable in a manner similar to that in which they will be used by the Customer on the production.
- (b) The Company's obligations with respect to Equipment are limited to the obligations provided herein and the Customer expressly acknowledges and agrees that the Company shall not be liable for any indirect, incidental, special, consequential or exemplary damages, including, without limitation, damages for loss of profits, use, or other losses resulting from the fitness, quality, design, condition, repair, merchantability, functioning, performance or malfunctioning of Equipment, or of its material or workmanship.
- (c) The Customer waives, releases and agrees to defend, indemnify and hold harmless the Company, its affiliates and related companies and each of their respective officers, directors, employees, shareholders, agents, representatives, insurance carriers, successors, licensees, and assigns, and each of them, from any liability, claims, rights of subrogation, demands, actions, causes of action, losses, costs, damages and expenses (collectively, "*Claims*") arising out of or based upon Customer's breach of the terms of these Standard Terms and Conditions, subrogation claims by the Customer's insurers, or the Customer's use, possession, operation, and transport of Equipment, including, without limitation, the preparation and testing of Equipment (whether or not the preparation and testing takes place on the Company's premises), other than Claims arising out of or based upon the gross negligence or wilful misconduct of the Company.

11. DEFAULT & REMEDIES

- (a) It shall constitute an event of default ("*Default*") under these Standard Terms and Conditions: (i) if the Customer fails to pay Rental Fees in accordance with these Standard Terms and Conditions, the Specific Terms, the Quotation, the Delivery Note, periodic invoices and/or any other agreement or settlement between the Parties; (ii) if the Customer does or permits any act or thing whereby the Company's rights in Equipment may be prejudiced, or which constitutes illegal or improper use of Equipment; (iii) the Customer becomes insolvent or ceases to conduct its business as a going concern, or applies for or otherwise consents to obtain the appointment of a receiver, trustee, administrator, liquidator or similar appointment to the Customer or assets of the Customer, or if proceedings are instituted under any applicable insolvency law; (iv) if the Customer commits any breach of these Standard Terms and Conditions, the Specific Terms, the Quotation or the Delivery Note other than as referred to in (i), (ii), or (iii) above and such breach has not been cured within two (2) business days from the date of the Company's written notice to the Customer of such breach.
- (b) In the event of a Default, the Company may: (i) demand immediate payment of all accrued and unpaid Rental Fees and any other amounts due and the Customer shall pay such amounts immediately upon such demand; (ii) immediately terminate the Customer's right of possession and use of Equipment and/or Company Personnel and the Customer shall immediately return

Equipment to the Company, or the Company may, at the Customer's expense and in accordance with all applicable laws and regulations, enter into any premises where Equipment may be located and repossess Equipment and/or call back Company Personnel. In addition, the Company may pursue any other remedy available to the Company at law or in equity, and each such right and remedy may be enforced concurrently with any other right or remedy.

12. CREDITS

- (a) 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.

13. BACKUP COPY SERVICES AND OTHER DATA HANDLING SERVICES

- (a) If the Company provides the Customer with any backup copy services and/or any other data related services, the Parties shall conclude separate agreements with respect to such services. In such case the liability of the Company shall in all cases be limited to refunding the fees charged for the recording platforms and the backup copy services.

14. SERVICES OF COMPANY PERSONNEL

- (a) The Parties shall conclude a separate agreement with respect to the services of Company Personnel.

15. MISCELLANEOUS

- (a) Nothing contained in these Standard Terms and Conditions shall be construed to create a partnership between, or joint venture by, the Parties, or to constitute either Party the agent of the other Party.
- (b) The Customer may not assign any Quotation, Contract or any other agreement concluded with the Company or any of its duties thereunder to a third party without prior written consent by the Company. The Company may assign at its own discretion its agreements or any duties thereunder to a third party without prior written consent by the Customer.
- (c) In the event of any conflict between these Standard Terms and Conditions and Specific Terms and/or Quotations, Specific Terms shall prevail in each individual case.
- (d) The prevailing party in any suit, legal proceeding, arbitration or other action brought arising in connection with these Standard Terms and Conditions shall be entitled to recover its reasonable outside attorneys' fees and other expenses incurred in such proceeding or action, in addition to any other relief to which it may be entitled.
- (e) Contracts, Quotations, these Standard Terms and Conditions and all other agreements between the Parties shall be governed by, interpreted under, construed and enforced in accordance with the laws of Finland. Any disputes relating to or arising from these Standard Terms and Conditions, Contracts, Quotations and/or any other agreements between the Parties shall primarily be resolved through negotiation between the Parties. Any disputes which cannot be resolved in this manner shall be settled by arbitration by one (1) arbitrator in accordance with the Rules of the Arbitration Institute of the Finland Chamber of Commerce.

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

Signed: _____

Name: _____

Company: _____

Position: _____ **Date:** _____