

CONDITIONS OF BUSINESS

1. Definitions

1.1 The following expressions shall have the following meanings:

'Agreed Purposes' means the performance by each party of its obligations under the Contract.

'Company' means ARRI Rental Services UK Limited (trading as ARRI Rental) whose registered office is at 2 Highbridge, Oxford Road, Uxbridge, UB8 1LX (company registration number 2044202) and its successors and assigns.

'Customer' means the person, company or partnership hiring the Equipment (including where applicable Company Personnel) or purchasing Goods from the Company, as the case may be, pursuant to these Terms.

'Company Personnel' means the employees, agents, subcontractors or any other representatives of the Company whose services are employed by the Customer in conjunction with the hire of the Equipment.

'Contract' means the agreement between the Company and the Customer for the hire of the Equipment (including where applicable Company Personnel) or the sale and purchase of Goods, as the case may be, in accordance with and incorporating these Terms.

'Controller', 'data controller', 'processor', 'data processor', 'data subject', 'personal data', 'processing' and 'appropriate technical and organisational measures' means as set out in the Data Protection Legislation in force at the time.

'Cranes' means any equipment used for lifting and lowering camera and lighting equipment in the work place (e.g. Technocranes and GFM cranes).

'Crane Trucks' means vehicles to transport Cranes.

'Data Protection Legislation' means (i) the Data Protection Act 2018, and (ii) the General Data Protection Regulation ((EU) 2016/679) (GDPR) and any national implementing laws, regulations and secondary legislation, for so long as the GDPR is effective in the UK.

'Equipment' means the equipment (including Cranes) and all articles materials hired out or supplied by the Company to the Customer or any replacement equipment and all accessories including generator sets and additions thereto.

'Generators' means vehicles and the electricity generating plant comprised in such vehicles that are required to provide electricity for the operation of Equipment.

'Goods' means any goods to be supplied by the Company from available stock.

'Hazardous Environment' means an environment likely to cause damage or to impair the Equipment or any of its component (including, moving parts, lenses, filters and/or, circuit-boards) by, without limitation, exposure to particles or substances (e.g. sand, dust, water, chemicals) climatic conditions (including extreme temperatures).

'Hire Charge' means the charges and rates agreed by the Company and the Customer or otherwise based on the Price List as set out in the Order together with VAT thereon (where applicable).

'Hire Period' has the meaning given to it on clause 3.1.

'Order' means the Customer's written acceptance of the Quotation.

'Permitted Recipients' means the parties to this agreement, the employees of each party, any third parties engaged to perform obligations in connection with the Contract, and any group companies of each party.

'Price' means the price payable for the Goods as set out in the Order or otherwise as shown in the Price List.

'Price List' means the prevailing price list/ rate card (if any) for hire of Equipment or price for the sale of Goods as the case may be.

'Quotation' means the Company's written quotation sent to the Customer which, unless otherwise the subject of an Order, shall lapse 30 days from its date.

'Shared Personal Data' means the personal data to be shared between the parties under clause 17.1 of the Contract which shall be confined to the following:

a) the names of the Company's Personnel and other staff and their work email addresses and telephone numbers (including mobile);

b) the names of the Customer's staff and their email addresses and telephone numbers (including mobile);

c) the names of third parties engaged to perform obligations in connection with the Contract and their email addresses and telephone numbers (including mobile).

'the/these Terms' means these terms and conditions.

'Termination Event' means anyone or more of the following events: (i) the Customer commits a material breach of the Contract and fails to remedy that breach within 14 days of the Customer being notified in writing of such a breach; (ii) the Customer suspends or threatens to suspend payment of its debts, or is unable to pay its debts as they fall due or (being a company) is deemed unable to pay its debts within the meaning of S.123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of S.268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing applies; (iii) the Customer shall do or allow to be done any act or thing which in the reasonable opinion of the Company may prejudice or jeopardise the Company's rights in the Equipment or any other part thereof (iv) where the customer ceases or threatens to cease trading (v) where in the opinion of the Company any event that is likely to affect the Customer's credit worthiness (including without limitation the service on the Company of any legal proceedings).

'Vehicles' means vehicles that are, as a prerequisite, required for the delivery to the Customer, and/or for onsite storage at the Customer's designated location, and return of the Equipment to the Company at the end of the Hire Period, which expression includes, Generators and Cranes Trucks.

1.2 A reference to 'writing' or 'written' includes faxes and emails.

2. Basis of Contract

2.1 Unless otherwise agreed in writing by authorised senior manager of the Company any Order made by the Customer for the supply of Equipment and/or sale and purchase of Goods, as the case may be, shall be construed as an express acceptance of these Terms which shall prevail to the exclusion of all others terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice, or course of dealing in constituting the Contract between the Customer and the Company.

2.1 The Order constitutes an offer by the Customer to purchase Goods or hire the Equipment and/or Services (as the case may be) in accordance with these Terms.

2.2 The Order shall only be deemed to be accepted when the Company issues written acceptance of the Order to the Customer at which point and on which date and time the Contract shall come into existence.

2.3 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company, which is not set out in the Contract.

3. Delivery and Hire Period for Equipment

3.1 The hire period for the Equipment ('the Hire Period') shall commence on the date when the Equipment leaves the Company's premises for delivery to the Customer at the Customer's designated location to arrive (or, where agreed, has been collected or made available for collection by the Customer from the Company's premises (as the case may be)), at the agreed delivery date as set out in the Order and (unless terminated in accordance with these Terms) the Hire Period shall be extended to such date as otherwise agreed in writing to be extended or varied. Where delivery is agreed to take place at the Company's place of business, the Customer will take delivery of the same within 24 hours (unless otherwise agreed) of the Company giving it notice that the Equipment are ready for delivery, after which delivery shall be deemed to have occurred. Where delivery to the Customer's premises is effected by a third party, delivery for these purposes shall be deemed to have occurred when the Equipment leaves the Company's premises or the premises of the third party supplier.

3.2 The Company will use reasonable endeavours to have the Equipment available for delivery or collection (as the case may be) on the date and time set out in the Order but the Company shall not incur any liability whatsoever in the event of any delay which is beyond its reasonable control.

3.3 In the event that return of the Equipment is delayed by the Customer beyond the Hire Period for whatever reason, including but not limited to the Equipment is lost, damaged or destroyed following delivery to the Customer, the Customer shall be charged an additional fee in addition to the Hire Charges based on cost of hire of replacement comparable equipment in excess of the Hire Charges which the Company incurs in procuring replacement equipment, whether or not there is any demand for it, on a daily rate for each day or part of a day until and including the day on which the Equipment is returned or, if damaged, until the Equipment is repaired and available for re-hire or, if destroyed, until it is replaced by an equivalent or comparable item available for hire. The provisions of clause 6 shall apply in the case of any lost, damaged or destroyed Equipment. The purpose of this clause 3.3 is to ensure that the Company is able to accommodate its other customers with an available stock of equipment in order to maintain continuity of trading relations and the goodwill of such customers in circumstances where the Equipment is not returned at the end of the Hire Period as contemplated by this clause.

4. Rates and Payments (Equipment Hire)

4.1 During the Hire Period and (without prejudice to any earlier termination of the Contract and any consequential rights of the Company) until return of the Equipment to the Company the Equipment shall be let and hired at the Hire Charge or, in the absence of a Hire Charge, on the Price List for the Equipment hire, which in either case shall be quoted and paid in pounds sterling.

4.2 All sums due from the Customer to the Company under the Contract shall be subject to Value Added Tax (or any replacement tax) at the rate for the time being in force.

4.3 The Customer shall be exclusively responsible for all customs and other duties and all related costs and expenses payable on any international transaction.

4.4 The Customer may in certain circumstances and at the Company's sole discretion become entitled to a discount on the Hire Charge. Any such discount shall be strictly conditional on the Customer complying with these Terms, including as to time and manner of payment of Hire Charge, and the Company reserves the right without notice to revoke

such a discount at any time in the event of breach on the part of the Customer of any of its obligations under the Contract or any breach of these Terms.

4.5 Unless the Customer has an approved credit account with the Company all Hire Charges must be paid prior to delivery or collection. Any Customer wishing to open a credit account with the Company must submit a completed credit account application form for consideration by the Company together with any documents requested by the Company. The Company may give credit entirely at its discretion and may refuse or withdraw credit without specifying any reason.

4.6 Payment of Hire Charges must be made on the due date ('the Due Date') for payment as set out in the Company's invoice to the Customer or, in the absence of which, the date for payment shall be 30 days from the date of the invoice in full without deduction by way of set off, counterclaim or otherwise. The time for payment shall be of the essence.

4.7 If the Customer fails to make any payment due to the Company under the Contract by the Due Date then, without prejudice to any other right or remedy the Company will be entitled to:

(a) charge the Customer interest on the overdue amount at the rate of 2% per annum above the main base lending rate for the time being of the London Clearing Banks or the rate specified in the Late Payment of Commercial Debt (Interest) Act 1998, as amended, whichever is the higher on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounded daily;

(b) claim reasonable compensation for debt recovery costs as specified in the Late Payment of Commercial Debts Regulations 2013 (SI 2013/395) (or any amendment thereof) on each invoice;

(c) cancel the contract for hire of Equipment or any contract or hire of any Equipment with the Customer;

(d) withdraw any credit facilities even if previously granted such that all sums invoiced to the Company are immediately payable.

4.8 Payment to the Company shall not, in any circumstances, be dependent upon payment to the Customer from any third party.

5. Inspection and Condition (applicable to Equipment and Goods)

5.1 If the Customer undertakes a pre-delivery inspection of the Equipment and/or Goods at the Company's premises, through the Customer's employees, agents or subcontractors or other representatives ('the Customer's Representatives'), then unless the Customer's Representatives immediately notify the Company of any defect or malfunction in or the operation or functionality of the Equipment and/or Goods, it shall be deemed that the Equipment and/or goods suitable for the Customer's purposes and that it is in good working order and repair, fair wear and tear excepted. Time shall be of the essence of the Contract in respect of any notice required to be given by the Customer or Customer's Representatives pursuant to this condition.

5.2 The Customer must satisfy itself that the Goods and/or Equipment are fit for the Customer's purpose and the Company gives no warranty as to the fitness of the Equipment and/or Goods for any particular purpose.

5.3 The Company will make available to the Customer facilities at the Company's premises for the Customer to inspect and to set up the Equipment and/or Goods for the Customer's own use. The Customer relies entirely on its own skill and knowledge in relation to the use and set up of the Goods/Equipment.

5.4 The Equipment and/or Goods are the responsibility of and at the risk of the Customer during the inspection set up or testing notwithstanding that such inspection set up or testing is taking place on the Company's premises, and the Customer must insure the Equipment and/or Goods under its own policy of insurance in accordance with clause 7.

5.5 Any assistance given by the Company and Company Personnel during the testing or set up process is under the supervision and control of the Customer and accordingly neither the Company or Company Personnel shall be responsible for any loss or liability to the Customer arising from such assistance unless caused by negligence or willful misconduct of Company Personnel, but subject always to clauses 8.4, 8.5, 8.6 and 13.1.

5.6 Any advice or recommendations given by the Company and Company Personnel to the Customer, its employees or agents as to the use, set up or application of the Equipment and/or Goods which is not confirmed in writing by the Company is followed or acted upon entirely at the Customer's own risk and accordingly the Company shall not be responsible for any such advice or recommendation which is not so confirmed.

5.7 The Customer must carry out its own appropriate tests before using any Equipment and/or Goods for filming or otherwise including, but not limited to, for film, "a frame leader" test and "steady" test (and in the case of digital equipment run camera, record some data, replay and check for any menu errors throughout the process) and must satisfy itself that the set up and adjustment of the Equipment is appropriate for the Customer's use. Such testing must be carried out by suitably qualified operatives. In addition to any other limitation of liability in this agreement the Company shall have no liability if the Customer has not undertaken such tests.

6. Risk for Loss or Damage to Equipment and Vehicles

6.1 Risk in the Equipment shall pass to the Customer immediately upon delivery; though property and title to the Equipment shall at all times remain with the Company. The Customer shall ensure that a policy of insurance is effected in accordance with clause 7 of this Contract.

6.2 The Customer is responsible for returning the Equipment at the end of the Hire Period or any extension thereof in the same condition as it was in at the commencement of the Hire Period (fair wear and tear excepted). The Customer shall make good to the Company all and any loss suffered as a result of loss of or damage to the Equipment of any kind and from whatsoever cause (including theft, loss, damage or destruction) unless caused by the negligence or willful default on the part of Company Personnel and shall pay the Company the lesser of the full replacement cost of the Equipment or the cost of reinstating the Equipment to the condition it was in at the commencement of the Hire Period. Without limitation to the foregoing, the Customer shall continue to pay the Hire Charge for the duration of the Hire Period and, for the avoidance of doubt, an additional charge as referred to in clause 3.3, whether or not there is any demand for it, as a result of such loss or damage.

6.3 In the event that any Equipment is returned by the Customer in a condition that requires cleaning because the Equipment has been subjected to improper use and/or lack of care, including inter alia the effect of any Hazardous Environment, then the Customer shall be liable for the costs of cleaning repairing and replacement costs of any damaged components as well as fees based on the Hire Charges on a daily during the time it takes to clean the Equipment and put into repair and condition in which it was in at the beginning of the Hire Period.

6.4 The Customer shall make good any damage to or loss of Consumables by paying compensation for replacement Consumables on a new for old basis, or if capable of repair, the full cost of repair. For the purposes of this clause 6.4, "Consumables" include lightbulbs.

6.5 The Company's rights under this clause 6 to make a claim shall not be prejudiced in circumstances where the Company ascertains a breach of the Customer's obligations after the Company has issued an invoice to, and/or received payment of the Hire Charges from, the Customer.

7. Insurance

7.1 Reference to Equipment in this clause 7 shall mean Equipment excluding Vehicles unless otherwise stated.

7.2 The Customer shall (without prejudice to the liability of the Customer to the Company) keep the Equipment insured for its full replacement value, as advised by the Company, throughout the Hire Period against all risks including third party risks or damage by fire, theft (whether or not involving forcible or violent entry or exit to such storage facility in which the Equipment is stored) and such other risks usually covered by comprehensive insurance policy covering similar products to the Equipment.

7.3 The Customer shall in addition (and without prejudice to the liability of the Customer to the Company) take out and maintain insurance against loss, damage or liability arising in connection with the use of the Equipment and/or loss due to breakdown, accident, damage, or delay and/or liability resulting in damage or injury to Equipment, death or injury to persons or damage to property including all liability which results from the Company Personnel in the control of and acting on the directions or implied instructions of the Customer its employees, its agents or subcontractors under such insurance to be for such sum as it is reasonably stipulated by the Company or in the absence of such stipulation for a minimum of £1,000,000 for public liability in respect of each occurrence.

7.4 The Customer shall in respect of such insurance produce to the Company on demand a current insurance policy. The Customer will notify the Company of any change in relation to such policy without delay.

7.5 The Customer's insurance cover and policy shall in respect be free from unreasonable restrictions or excess and shall (if the Company so elects) be in the joint names of the Company and the Customer and shall be with a reputable insurance company or companies who shall be notified that the Equipment is owned by is on hire from the Company.

7.6 In the event that the Customer is in breach of its obligation to insure pursuant to these Terms, the Company shall itself be entitled (but not obliged) at any time and from time to time to effect at the expense of the Customer insurance against all or any of the contingences above referred to and against any other contingency which the Company may in its absolute discretion decide.

7.7 The Customer shall (within 24 hours, give written notice to the Company of any occurrence which will or may give rise to a claim being made on any insurance pursuant to this clause 7. The Customer shall not negotiate or compromise any claim without the consent of the Company.

7.8 If requested, the Customer shall allow the Company to take over the conduct of negotiations (except in relation to claims against the Customer for death, personal injury, damage or loss or damage to the property of any third party or that of the Customer, unconnected with the Equipment) and shall at the expense of the Customer take such proceedings in the Customer's sole name or, if so required by the Customer, jointly with the Company, and the Customer

shall hold all sums recovered together with any monies received by the Customer under its policy of insurance in trust for the Company any paying or applying the same for the benefit of the Company and in the discharge of the Customer's obligation to the Company under the Contract.

7.9 In respect of Vehicles, the Company shall insure Vehicles hired to the Customer on a fully comprehensive basis, but the Customer shall be liable for and shall indemnify the Company against any uninsurable loss, including any excess on the Company's insurance policy incurred by the Company as a result of any act or omission of the Customer, its employees or persons acting under its directions and/or control.

8. Limitation of Liabilities and Indemnities

8.1 There is no limitation of liability of the Company for death, personal injury or damage to property arising out of negligence on the part of the Company or of the Company's Personnel but always subject to clause 8.4.

8.2 Subject to clause 8.1, the Company shall have no liability to the Customer or to any person, firm or company in respect of any claim whatsoever including, without limitation, direct or indirect loss of profit nor for any indirect loss, damage, costs, claims, demands or expenses consequential loss or consequential damages, lost production time, delay in shooting, the cost of re-shooting unusable footage or remedial or repair work on digital media, arising in connection with the acquisition, use, operation, or possession of the Equipment.

8.3 Without prejudice to the above the Company shall not be liable for any loss or damage to film, visual, audio visual content or other data left in the Equipment on its return to the Company.

8.4 If Company Personnel provides services at premises other than that of the Company he or she does so under the direction and supervision of the Customer and the Company will not be liable for any loss or damage occasioned by such servant or agent to the Customer or any third party howsoever such loss or damage has been caused.

8.5 The Customer shall indemnify the Company against all claims, demands, actions, costs, expenses (including professional fees) or proceedings, and/or loss or damage to any other person, firm, company, property or indirectly connected with the acquisition use operation or possession of the Equipment by the Customer whether such claim action loss or damage arises from breach of contract or of third party rights or from the negligence of the Company's Personnel arising from any instructions, directions or implied instructions given to Company Personnel by the Customer or its employees or agents and sub-contractors and such indemnity shall continue in force in relation to the subject matter of the Contract notwithstanding that the parties remaining obligations under the Contract shall have been discharged or otherwise terminated.

8.6 The Customer shall also fully and completely indemnify and keep the Company and Company Personnel indemnified in respect of all claims by any person whatsoever for injury to a person or damage to property caused by or in connection with or arising out of the storage, transit, loading or use of the Equipment during the continuance of the Hire Period and in respect of all costs and charges in connection therewith arising under statute or common law save for any matter arising directly as a result of the Company's own negligence.

8.7 The Company shall not be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

8.8 The Company will not be liable for damage to the Equipment after delivery to the Customer or to a carrier nominated by the Customer or to any person acting under the authority of the Customer either expressed or implied or for any damage to Equipment caused by any delay in delivery or adverse weather conditions or unsuitable storage after the Equipment has left the premises of the Company.

8.9 In no circumstances shall the liability of the Company to the Customer (under the Contract or otherwise) exceed the invoice value of the Contract to the Company.

9. Termination of Hire and Repossession

9.1 Without limiting its rights or remedies, the Company may terminate the Contract with immediate effect by giving written notice to the Customer where a Termination Event has occurred.

9.2 On termination of the Contract for any reason: (i) the Customer shall immediately pay to the Company all of the outstanding Hire Charges together with any additional fees for any period of delay in return of the Equipment as set out in these Terms and any interest accrued to the Company as determined pursuant to these Terms; (ii) the Customer shall return all of the Equipment If the Customer fails to do so, then the Company may enter the Customer's premises and take possession of them. Until redelivery, the Customer shall be solely responsible for the Equipment's safe keeping and will not use it for any purpose not connected with this Contract; (iii) the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and (iv) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

10. Customer's Duties

10.1 During the period of the Contract the Customer shall:

(a) keep and maintain the Equipment in its control and safe custody at its own risk and ensure that the Equipment is kept in good condition until redelivered to the Company, and shall not dispose, loan, assign, pledge, encumber, or part with possession of or suffer any lien to be created over the Equipment or any part thereof other than in accordance with the Company's written instructions;

(b) ensure that the Equipment is used in a skillful and proper manner and by skilled persons, having the appropriate qualifications, licences, permissions and consents, in accordance with operating instructions, always ensuring compliance with prevailing highest health and safety regulations and law;

(c) take proper care of the Equipment and ensure that it is properly stored and protected from interference and damage from any source whatsoever including inter alia the effect of any Hazardous Environment;

(d) not make alteration to the Equipment and not remove or replace any existing component nor attempt or make any repair or modification to the Equipment nor remove any sign or marking from the Equipment;

(e) not hold or use the Equipment (nor permit others to do so) in a manner which will or may cause any provision of the insurance policies referred to in clause 7 to be broken;

(f) inform in writing any person to whom a debenture or charge over any part of the Customer's assets is to be granted that the Equipment is not the property of the Customer;

(g) carry out regular reviews of any digital content or data captured by the Equipment by a suitably qualified technician;

(h) ensure that any content or data recorded by the Equipment is kept safe;

(i) remove all film, visual or, audio visual content or other data from the Equipment prior to its return to the Company; and
(j) not to take or allow any of the Equipment to be taken out of the United Kingdom mainland without the Company's prior written Consent.

10.2 The Customer will not permit or allow the Equipment to be used in any abnormal or hazardous assignment or Hazardous Environment likely to cause damage to the Equipment or any part of it.

10.3 Any Company Personnel that visits the Customer's premises or any premises (other than the Company's premises) at the request of the Customer or uses or demonstrates any of the Equipment is, at all times, under the supervision of the Customer. The Customer must ensure that there is a safe working environment in such circumstances and that all statutory and other obligations of all kinds are adhered to.

10.4 The Customer shall not use or allow the Equipment to be used for any purpose or by any person not permitted by the terms and conditions of the policy of insurance (by whomsoever effected) referred to in clause 7 and shall not do or allow any act or thing whereby such insurance may be invalidated. The Customer shall indemnify the Company against all loss, damage, or liability whatsoever not recoverable under the policy of insurance.

11. Defects, Replacement and Repairs during Hire Period

11.1 The Customer shall at all reasonable times permit the Company and Company Personnel to the Equipment to inspect test, adjust, repair, alter, or replace the same.

11.2 If at any time during the Hire Period the Equipment or any part thereof is in need of adjustment or repair or if there is any damage or incidents involving or relating to the Equipment or any part thereof then the Customer shall forthwith notify the Company by telephone. In the case of adjustment or repair for which the Company is responsible, the Company shall either carry out the necessary adjustment or repair on-site or, at its discretion, shall arrange the removal of the Equipment or part or parts thereof to the Company's premises for adjustment or repair. In the event of the Company removing the Equipment or any part thereof from the Customer's designated location, then the Company may at its option adjust, repair or replace the Equipment or such part or parts thereof, in which case the Contract shall continue as if the substituted equipment or such part or parts had been included in the subject matter of the Contract. The costs of carriage, insurance and handling charges shall be paid by the Company where adjustment or repair for which arises from inherent faults not noticeable at the commencement of the Hire Period, but in all other cases shall be paid by the Customer.

11.3 If the Equipment requires adjustment or repair to the whole or part (other than where due to fair wear and tear) due to any damage caused by the Customer, its employees, agents and sub-contractors then, the Customer shall (in addition to its other liabilities set out in this Contract) be liable for all costs of inspection, loading, unloading and transportation and replacement parts or other materials in connection with the carrying out of the adjustments or repair. The Customer will also be liable for the removal of the Equipment or any part or parts thereof and the redelivery thereof or any substitute thereof and for the avoidance of doubt should the Customer request that any repair be carried out at a designated location by Company Personnel then all additional labour costs and all other expenses (including travel and accommodation) shall be paid by the Customer. The Customer shall pay the Company additional fees based

on the Hire Charges on a daily basis for each day during and beyond the Hire Period until such time as the Equipment is fully operational and returned to the Company and the provisions of clause 6.2 shall apply.

12. Vehicles

12.1 Where the Equipment hired includes any Vehicles the provisions of this clause shall apply. The Customer agrees to pay the Hire Charge, and shall indemnify the Company in respect any liability in respect of any appropriate insurance excess, all costs, penalties, charges, fines including but not limited to parking fines and payment of congestion charges, and any and all court costs arising from the Customer's acts or omissions during the Hire Period and until the vehicle is returned to the Company.

12.2 The Vehicles are provided to the Customer for delivery and the storage of the Equipment only. The Vehicles are not to be used, and the Customer will not permit them to be used, for any purposes for which they are not expressly designed including but not limited to (i) hire and reward; (ii) any activity which might render the vehicle insurance policy void; (iii) for any illegal purpose or in contravention of any legislation affecting the vehicle, its use or construction; (iv) use by any person who is not licensed to drive the vehicle, is under the influence of drink or drugs or has been convicted of a motoring offence the details of which have not been disclosed in writing to the Company at the point of hire.

12.3 The Customer agrees not to effect any of the following, without the prior written consent of the Company: (i) undertake any mechanical or other modification, make any alterations additions, fit any towing equipment or other accessories or nonstandard tyres to the Vehicles. Should the Company give its consent, the Customer shall be liable for the cost of such modification addition and alteration and once complete, the same shall become part of the Vehicles and shall become the Company's property; (ii) remove or interfere with any identification mark or plates affixed to the vehicles nor attempt or purport to do so nor permit the same or deface the paintwork or bodywork of the Vehicles, nor add or erect any painting, sign writing, lettering or advertising to or on the Vehicles.

12.4 During the Hire Period the Customer shall: (i) Ensure that the Vehicles are operated properly and safely by drivers who at all times hold valid and current driving licences in the appropriate classes for the Vehicle hired; (ii) Indemnify and keep indemnified the Company against all fines, penalties and liabilities imposed on the Company or arising in respect of any non-compliance or contravention of any transport, traffic or other law or regulation, together with the cost or expense relating thereto. In the case of any accident resulting in death, personal injury or damage to property the Customer will be liable to the fullest extent; (iii) Not to use or permit the Vehicles to be used or operated in a manner contrary to any statutory provision or regulation or in any way contrary to law, having regard in particular (but without prejudice to the generality of the foregoing) to the regulations affecting maintenance and usage of tyres, tachographs and drivers' hours.

12.5 As specified in the Quotation, the Customer shall either: (i) pay for the distance travelled by the Vehicles at the Company's prevailing charging rate by reference to the relevant type of Vehicle hired to the Customer and pay for the number of Generator hours used; or (ii) the Customer shall pay the first full tank of fuel for the first use of the Generators at the Company's prevailing rates whilst any subsequent re-fuelling may be carried out at petrol stations at the Customers expense.

12.6 The Customer shall sign a declaration and provide such information truthfully and accurately as shall be required by

the Company before the release of the Vehicle to the Customer or the Customer's representative.

13. Services of Company Personnel

13.1 During any period when the Company Personnel are employed by the Customer then such Company Personnel shall be deemed to be the servants or agents of the Customer and the Customer shall be responsible for all acts and omissions of the Company Personnel and shall indemnify the Company for their acts or omissions whilst in the Customers control.

13.2 The Customer will comply with all health and safety legislation in relation to the services performed by the Company Personnel and the place and method of work and in particular (but without limitation) the Customer shall ensure that:

(a) all Company Personnel working at height in excess of 2 meters (without guard rails or equivalent protection) or 15 meters (in any event) shall wear safety harnesses which shall be provided by the Customer.

(b) drivers of Vehicles shall not exceed the maximum hours allowed by statute and the Customer will pay for a replacement driver and all associated expenses as necessary.

(c) the Customer shall provide such facilities and locations as shall enable the Company to comply with all and similar legislation and regulations which are applicable.

13.3 The Customer will be liable for all claims, costs, expenses, proceedings, or demands made by a third party in connection with or arising from any acts omissions or default of Company Personnel whilst and under the control of the Customer.

13.4 The rates applicable to the hire of the services of Company Personnel are set out in the Company's labour charging structure ('Labour Charging Structure') for the applicable production type. Details of the Labour Charging Structure will be set out in the Quotation.

13.5 The period of the hire of services of Company Personnel shall (unless terminated in accordance with the Terms) continue until the termination date agreed between the Company and the Customer or, if later, the date on which the services of the Company Personnel are terminated.

14. Sale of Goods

14.1 The provisions of this clause shall apply to the Contract for the sale of Goods, together with clause 1 (Definitions, to the extent applicable), 2 (Basis of Contract) and clause 5 (Inspection and Condition).

14.2 In addition to the Price, VAT will be charged at the current rate and the Company will be entitled to charge VAT notwithstanding that title to the Goods has not passed from the Company.

14.3 Unless otherwise agreed, the Customer shall collect the Goods from the Company's premises. The risk in the Goods shall pass to the Customer once the Goods have been collected or once the Goods have been delivered to a location designated by the Customer (and agreed by the Company), whichever shall first occur.

14.4 In spite of delivery having been made and the Goods having been accepted by the Customer, title in the Goods shall not pass from the Company until the Customer has paid the Price and no other sums whatever shall be due from the Customer to the Company under any other contract with the Company.

14.5 Until title in the Goods passes to the Customer, the Customer shall: (i) hold the Goods on a fiduciary basis as the Company's bailee (ii) store the Goods separately from all other Goods held by the Customer so that they remain readily

identifiable as the Company's property and marked in such a way that they are clearly identifiable (iii) not remove deface or obscure any identifying mark or packaging on or relating to the Goods; (iv) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery; (v) give the Company access to the Goods as the Company may require from time to time to repossess the Goods.

14.6 If before title to the Goods passes to the Company to the Customer, the Company becomes aware of the Customer's insolvency (being a company) or bankruptcy (being an individual) or (being a partnership) has any partner to whom any of the foregoing applies, or the Company reasonably believes that the Customer may become insolvent or bankrupt and notifies the Customer accordingly, then provided that the Goods have not been resold or irrevocably incorporated into another product and without limiting any other right or remedy that the Company may have, the Company may at any time require the Customer to deliver up the Goods and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

14.7 The description of the Goods shall be as set out in the Quotation or the Order accepted by the Company (as the case may be) only.

14.8 Where the Company is not the manufacturer of the Goods, the Company will endeavour to transfer to the Customer the benefit of any warranty or guarantee given to the Company by the manufacturer.

14.9 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract. The Company gives no warranty as to the quality rating or for any particular fitness for purpose of the Goods. The Customer relies entirely on its own skill and knowledge in relation to the use and set up of the Goods.

14.10 In relation to the sale of film, tape or similar consumable items the Customer acknowledges that the Goods will naturally degenerate. The Customer must therefore test the Goods prior to use irrespective of any "use by" or other date indication on the packaging,

14.11 Any liability of the Company for non-delivery of Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.

14.12 Notwithstanding the provisions of this clause 14, where the Customer has an approved credit account with the Company the due date for payment is 30 days after the date of the Company's invoice. For all other Customers payment must be made prior to delivery or collection.

14.13 Where Goods are not defective there is no right to return the Goods. The Company, entirely at its discretion, may accept the return of Goods provided the packaging or seal on the container has not been broken and the Goods returned are less than 60% all of total value of the Goods ordered.

15. Credits

If credits or acknowledgments are being made to suppliers of Equipment in the front or end titles of production TV or film productions (as the case may be) for which the Equipment is being used and/or which Company Personnel are engaged then the Customer shall include a similar size credit to read 'Camera & Grip services supplied by ARRI Rental'.

16. Miscellaneous

16.1 These Terms incorporating the Order constitute the entire agreement between the parties hereto and any variation shall be binding only if it is in writing signed on behalf of the Company.

16.2 A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

16.3 Any notice or other communication required to be given to a party under the Contract shall be in writing and shall be delivered to the other party personally or sent by first class post, recorded delivery or by commercial courier to its registered office or its principal place of business, or sent by fax to the other party's main fax number or by email.

16.4 Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the registered office of either the Customer or the Company, or if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second business day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed or if sent by fax, on the next business day after clear transmission. Notices delivered by hand shall be deemed to have been delivered upon receipt. Notices sent by email or facsimile shall be deemed to have been received if sent before 4pm on any working day on that day and if sent after 4pm on any working day on the first working day following the date of sending as the case may be and in both cases provided the sender has retained a successful transmission receipt.

16.5 Neither party shall without the prior written consent of the other party assign, transfer, charge or deal in any other manner with this Contract or its rights under it or part of it, or purport to do any of the same, nor sub-contract any or all of its obligations under this Contract.

16.6 If any part of the Contract becomes invalid, illegal or unenforceable it shall be severed from the Contract and the remainder of the Contract shall remain in full force and effect.

16.7 A person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract but this does not affect any right or remedy of a third party which exists or is available apart from that act.

16.8 Where there are two or more parties to the Contract as Customer their liability shall be joint and several. In the Contract and the Terms and where the context so admits or requires the masculine shall include the feminine or vice versa and the singular shall include the plural.

16.9 The Contract and the Terms and any dispute or claim arising or in connection with it shall be governed by and construed in accordance with English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

17. Data Protection

17.1 **Shared Personal Data.** This clause sets out the framework for the sharing of personal data between the parties as data controllers. Each party acknowledges that one party (**the Data Discloser**) may from time to time in connection with the Contract disclose to the other party (**the Data Recipient**) Shared Personal Data collected by the Data Discloser for the Agreed Purposes.

17.2 **Effect of non-compliance with Data Protection Legislation.** Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one party shall, if not remedied within 20 days of written notice from the other party, notwithstanding clause 9, give grounds to the other party to terminate the Contract with immediate effect.

17.3 **Particular obligations relating to data sharing. Each party shall:**

(a) ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the other and to the Permitted Recipients for the Agreed Purposes;

(b) give full information to the other and any data subject whose personal data may be processed under the Contract of the nature of such processing. This includes but is not limited to providing a copy of its current privacy policy which satisfies current Data Protection Legislation;

(c) process the Shared Personal Data only for the Agreed Purposes;

(d) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients and ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by the Contract;

(e) ensure that it has in place appropriate technical and organisational measures, reasonable details of which shall be provided to the other on reasonable request, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.

(f) not transfer any personal data received from the Data Discloser outside the EEA unless the transferor:

(i) complies with the provisions of Articles 26 of the GDPR (in the event the third party is a joint controller); and

(ii) ensures that (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 GDPR; (ii) there are appropriate safeguards in place pursuant to Article 46 GDPR; or (iii) one of the derogations for specific situations in Article 49 GDPR applies to the transfer.

17.4 **Other personal data.** Customer shall process any personal data collected from Company Personnel directly (for example, personal data collected as part of a health and safety induction held by or on behalf of the Customer) only for the purpose specified to the data subject at the time and in accordance with its privacy policy which satisfies current Data Protection Legislation, copy of which shall be provided by the Customer to the respective data subject as soon as reasonably possible.

17.5 **Mutual assistance.** Each party shall:

(a) upon reasonable request, at the cost of the other party, provide the other party with reasonable assistance in complying with any data subject access request;

(b) notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation concerning Shared Personal Data shared by the other;

(c) at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of the Contract unless required by law to store the personal data or required for a legitimate interest such as, for example, a requirement by an insurer or for the purpose of bringing legal action;

(d) maintain complete and accurate records and information to demonstrate its compliance with this clause 17; and
(e) provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation.

17.6 Indemnity. Each party shall indemnify the other against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the indemnified party arising out of or in connection with the breach of the Data Protection Legislation by the indemnifying party, its employees or agents, provided that the indemnified party gives to the indemnifier reasonable notice of such claim, reasonable details of the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it. The liability of the indemnifying party under this clause shall be subject to the limits set out in clause 8.