

**DELIVERY AND CONDITIONS FOR
CINEMATOGRAPHIC EQUIPMENT
GENERAL RENTAL TERMS AND
CONDITIONS 4/2016**

Valofirma Cine Rental Oy

1. Purview of General Terms and Parties

These General Terms of Rental shall be applied between Valofirma Cine Rental Oy (“Lessor”) and the company (“Lessee”) renting the Lessor’s camera etc. equipment and machinery (“Equipment”). The Lessor and Lessee also “Parties” hereinafter.

2. Subject of the Agreement

The Lessee rents Equipment from the Lessor which shall be separately agreed upon between the Parties case-specifically and which shall be recorded in writing for each rent separately. The Lessee agrees to rent the Equipment according to these General Rental Terms and Conditions.

The Lessor hands over the rented Equipment to the Lessee in proper condition maintained and inspected, unless otherwise agreed upon with the Lessee.

3. Binding Rental

When the Lessee accepts, verbally or in writing, an offer provided by the Lessor 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 Lessee makes a booking, verbally or in writing, to the Lessor on the Equipment to be rented.

4. Rental Period

The Lessee agrees to rent the agreed Equipment for the rental period to be always separately agreed upon between the Parties case-specifically. The Lessee shall have the right to pick up the rented Equipment at 07:30 am on the first day of the agreed rental period. The Lessee agrees to return the Equipment to the Lessor at latest at 7:30 a.m. on the following day of the last day of agreed rental period. For example, if the last day of the agreed rental period is 5 September, the Lessee shall be obliged to return the Equipment at latest at 7:30 a.m. in 6 September.

5. Rental and Other Compensations

The Lessee agrees to pay to the Lessor compensations on the rented Equipment and the purchased materials in accordance with the price list or other specification of the Equipment.

6. Invoicing and Term of Payment

The rental prices of the Equipment are specified in the price list and a distinct Equipment specification shall be prepared between the Parties for each Equipment Rental. The Lessee agrees to pay rental and other compensations against an invoice. Payment term is 14 days net, unless otherwise agreed upon between the Parties.

Payment schedule shall be based on the agreed rental period. If the agreed rental period is the maximum of seven days, the invoicing shall take place in one installment. If the agreed rental period is more than seven days, the payment schedule shall be separately agreed upon between the Parties. Further, possible advance payment shall be agreed upon between the Parties case by case.

For late payments the interest shall be 13 %. The Lessee shall be further obliged to cover any costs suffered by the Lessor resulting from any collection of any late payments.

If any assurance (pledge) is given by the Lessee for a guaranty to comply with these general rental terms and conditions or for any other reason to fulfill its obligations, the Lessor shall have the right to convert the pledge into cash in the way regarded most suitable without taking into account, what has been regulated by law on the subject, however, not to violate the mandatory applicable law.

7. Inspection of the Rented Equipment

The Lessee shall be obliged immediately after having received the rented Equipment professionally to inspect and test the rented Equipment to ensure the proper functioning (the inspection). If any defect or failing on the Equipment appears when the rented Equipment is inspected, the Lessor shall be obliged to provide the Lessee with similar kind of functioning equipment or to repair the defect. The Lessee shall accept the rented Equipment in a condition as it is after having inspected. The inspection of the Equipment must be agreed to be carried out so early that possible defects can be repaired before the agreed rental period begins.

The Lessor shall not be liable for any damage that may result from any defect or failing which the

Lessee should have noticed when it inspected the rented Equipment. The Equipment shall be rented without any functioning guaranty. If any defect or failing on the Equipment appears during the agreed rental period and the Lessee should have noticed such defect or failing when it inspected the rented Equipment, the Lessee shall be obliged to deliver the Equipment at its own cost to the Lessor or to any other place requested by the Lessor to be replaced or repaired. The Lessor shall then not be liable for any possible direct or indirect costs or damages suffered by the Lessee resulting from such replacement or repair.

8. Handling and Maintenance of the Equipment

The Lessee agrees to handle, store and take care of the Equipment carefully, properly and professionally. The Lessee shall have no right to transfer the Equipment further to a third party for any use without a prior written consent given by the Lessor. The Equipment must not be used for any illegal activities.

The Lessee shall be liable for any costs resulting from any transportation of the Equipment including the picking up of the Equipment from the Lessor and the returning the Equipment to the Lessor.

9. Insurance

The Equipment has been insured by the Lessor and an insurance fee has been included to the rental price of the Equipment. The excess share of the insurance is thousand euro (1,000) per each insurance case, except for the vehicles which excess share is five hundred (500) euro. It must be noted that if the Lessor has given a written consent to take the Equipment out of the country (see the clause 14 of these general rental terms and conditions), excess share may be higher in some foreign countries.

10. Damages, Defects and Liability

During the agreed rental period and thereafter the Lessee shall be responsible for reporting to the Lessor any damages and defects regarding the Equipment. The Lessee shall be liable for any damages caused by it and any costs resulting from possible useless of the Equipment. The Lessee shall further be liable for any damages that the Lessor may discover when the Equipment is returned or at any later inspection. The Lessee agrees to cover any costs resulting from any repair of the Equipment, if repairable, or any costs resulting from purchasing a new similar kind of equipment or device, if the Equipment, wholly or partially, is destroyed, lost or

it cannot be repaired or returned to the Lessor for any other reason. The Lessee shall have no right to carry out any amendments or repairs regarding the Equipment without the prior consent given by the Lessor.

If during the agreed rental period there appears any defect of the Equipment which defect does not result from any operations which the Lessee is responsible for, the Lessor shall be responsible for covering any costs of repair regarding the Equipment at the agreed location and any other reasonable direct costs, such as delivery and transportation costs, resulting from the delivery of the Equipment to have it repaired. The Lessor shall not be liable for any damages or any costs other than those specifically set forth in these general rental terms resulting from the defects of the Equipment and suffered by the Lessee.

The Lessor shall be liable for any damages resulting from an intentional or grossly negligent failure to perform its obligations. The maximum liability shall be equal to the rental price of the Equipment for the rental period.

11. Change and Cancellation of the Rent

If the Lessee wishes to change the agreed rental period or make any changes regarding the rented Equipment, the Lessor shall not be obliged to agree on the new suggested rental period or provide any additional equipment. The Lessor aims to the best of its ability to adjust to any changes.

If the Lessee returns the Equipment after the termination of the agreed rental period, the Lessee shall be responsible for paying for any additional day(s) when each additional day is considered to begin at 07.30 a.m. The Lessee shall then further be responsible for covering any possible direct costs suffered by the Lessor resulting from the incompliance with the agreed rental period.

If the Lessee cancels the agreed Equipment rental, wholly or partially, when there is the maximum of 24 hours to the beginning of the agreed rental period, the Lessee shall be responsible for paying to the Lessor 50 % of the rental price of the cancelled Equipment. If the Lessee cancels the agreed Equipment rental, wholly or partially, when there are more than 24 hours, but the maximum of 96 hours, to the beginning of the agreed rental period, the Lessee shall be responsible for paying to the Lessor 25 % of the rental price of the cancelled Equipment. If the Lessee cancels the agreed Equipment rental, wholly or partially, at any other time than set forth herein after a binding booking has been made (see the clause 3 of these general rental terms and conditions), the Lessee shall be

responsible for paying to the Lessor 10 % of the rental price of the cancelled Equipment.

12. Reporting obligation

The Lessee shall be responsible for reporting, if needed, to clarify that the Lessee's possession of the Equipment is based on rental.

13. Breach of Contract and Lessee's Insolvency

If either Party commits a material breach of its obligations under this Agreement and shall fail to remedy the same within reasonable time after the other Party notifies of its breach and requires its remedy, or any remedy plan is not agreed upon between the Parties, the Party giving the notice shall be entitled to terminate this Agreement by giving a written notice of termination to the defaulting Party. The Party that wishes to terminate this Agreement with immediate effect shall be responsible for notifying the other Party on such termination without delay. The defaulting Party shall be responsible for covering any direct costs suffered by the other Party resulting from such termination.

If the Lessee becomes insolvent or goes into liquidation either compulsory or voluntary or the Lessee uses the Equipment against this Agreement, the Lessee shall be obliged to return the Equipment immediately to the Lessor. The Lessor shall not be liable for any damages suffered by the Lessee resulting from such immediate return of the Equipment.

14. The Use of the Equipment Outside of Finland

The Lessee shall not take the Equipment out of the country without a written consent from the Lessor.

The Lessee shall be responsible, at own expense, for taking care of any necessary notifications as well as acquiring and maintaining any proper permissions which are required for the export and import and the use of the Equipment outside of Finland.

15. Credits

When the Equipment is used in a film production, the Lessor shall have the right to receive the following credit in the end titles of the film:

Valo/Gripkalusto: Valofirma Cine Light Rental Oy

or

Light/Grip Equipment: Valofirma Cine Light Rental Oy

16. Applicable Law and Dispute Resolution

This agreement is governed by the laws of Finland. Any and all disputes arising out of or relating to the interpretation of this Agreement shall be primarily settled in negotiations and finally settled by Helsinki District Court.