

MAAN Rental A/S

General Terms & Conditions for Rental Equipment

1 Scope of conditions

1.1 Any agreement must be made in writing. MAAN Rental A/S is accepting verbal agreements, but disclaims any responsibilities, in case there might occur a misunderstanding in the deliveries or customer expectations.

1.2 The following terms & conditions shall apply to all written agreements concerning MAAN Rental A/S' rental equipment, unless otherwise agreed specifically in writing.

1.3 The following Conditions shall replace all previously written agreements regarding MAAN Rental A/S' rental equipment.

1.4 Any quote received by MAAN Rental A/S is valid 30 working days as per the quotation/estimate has been provided and will automatically expire after that time.

2 The extent and price of MAAN Rental A/S' rental equipment

2.1 The extent and price of MAAN Rental A/S' rental equipment appear from the quotation made by MAAN Rental A/S or, if a quotation has not been made, from the issued order confirmation.

2.2 If neither quotation nor order confirmation has been issued, the work is done as per account rendered.

2.3 Unless otherwise agreed, the price does not include tapes, filters, duct tape and any other consumables to be used in connection with the concerned equipment.

2.4 MAAN Rental A/S's prices shall be added VAT at the rate applicable at any time as well as any other taxes and duties which are or may be imposed on MAAN Rental A/S in connection with the performance of the work.

3. Place of delivery

3.1 Unless otherwise agreed in writing all equipment shall be picked up and returned by the customer at MAAN Rental A/S' address Trelleborggade 9, 2150 Nordhavn, Denmark.

3.2 The equipment must, unless otherwise agreed, be picked up and returned within MAAN Rental A/S' regular opening hours, which are weekdays between 7:30 a.m. and 6:00p.m. However, it is possible by request and agreement up front, to arrange pick-up and drop-off outside normal opening hours, in MAAN Rental A/S' secured system.

3.3 The equipment can be picked up from 7.30 a.m. on the first day of the agreed rental period.

3.4 When picking up equipment, photo identification must be presented on request. New customers must also provide an updated company transcript from the relevant company and/or legal authorities.

3.5 If it is confirmed that the rental equipment shall be deliver to the customer, the equipment is delivered (air, sea or road) by the customer's full expense and risk from handling over the equipment to the customer at the MAAN Rental A/S address at Trelleborggade 9, DK- 2150 Nordhavnen.

3.6 When shipping equipment to certain countries, carnet is required. It is the responsibility of the customer to prepare such carnet, unless otherwise agreed in writing.

4. Rental period

4.1 The rental period runs from 07.30 a.m. on the first day of the agreed rental period, regardless which time of the day the equipment is picked up by the customer. If it is agreed that MAAN Rental A/S will deliver the equipment to the customer, the rental period will commence upon the date of the equipment being delivered by MAAN Rental A/S.

4.2 Prior to the end of the rental period, the customer may at any time during the rental period request MAAN Rental A/S to extend the rental period. MAAN Rental A/S will endeavor to fulfill such requests for extensions, but MAAN Rental A/S has no obligation to do so.

5. Payment

5.1 Unless otherwise agreed, the entire quotation must be paid in advance for the entire rental period.

5.2 Payment terms are always net 14 days from invoice date, unless otherwise agreed.

5.3 Any invoice must be paid for the entire rental period. However, if the equipment is returned before the end of the rental period, MAAN Rental A/S will endeavor to rent the equipment to another party. To the extent MAAN Rental A/S is able to re-let the equipment, the customer will only be required to pay rent until the equipment is re-let.

5.4 In case of delayed return of the equipment, any additional payment must be paid until the equipment is returned at MAAN Rental A / S' address, and MAAN Rental A/S is entitled to charge an additional delay delivery fee and make claims against the customer corresponding to the incurred costs and losses suffered by MAAN Rental A/S.

5.5 In addition to the rental price, MAAN Rental A/S is entitled to charge a deposit equal to 30 % of the value of the equipment. However, the minimum deposit is DKK 10,000 for rental in Denmark and the rest of the EU, and the minimum deposit is DKK 75,000 for rental in the rest of the world.

5.6 In case of late payment, interest fee is charged by 1.5% per month as from any past due payment.

6. On-set Support

6.1 MAAN Rental A/S is not responsible for ensuring that the work can be carried out (service, quality and cost wise) within the estimate in cases where work is managed when MAAN Rental A/S isn't present on the set and able to supervise. MAAN Rental A/S can only be in charge of the on-set support/assistance, at the time there is a written agreement/accepted quotation in terms of the services/support given by MAAN Rental A/S.

6.2 Unless otherwise agreed, cost in regards to transportation, diet and overnight staying will be invoiced to the customer

6.3 The daily price rate is based upon max. 8 working hours, any time above 8 working hours will be charged separately

7. Cancellation

7.1 For short-term rentals (rental period between 24 and 72 hours), the following cancellation conditions apply:

a) Unless otherwise stated in the order confirmation, the customer shall not pay for the rental of the equipment if cancelled more than 72 hours before the start of the rental period.

b) If cancelled between 72 and 24 hours before the start of the rental period, 50% of the quotation/rental price must be paid.

c) If cancelled less than 24 hours before the start of the rental period, full rental price must be paid.

7.2 For any rental period above 72 hours the following cancellation conditions apply:

a) If cancelled more than 48 hours before the beginning of the rental period, 50% of the rental price must be paid.

b) If cancelled less than 48 hours before the start of the rental period, full cost must be paid for the first 72 hours of the rental period and afterwards 50 % of the rental price for the remaining agreed rental period.

6.3 Regardless of when cancellation takes place, the customer shall be liable for any costs and losses incurred by MAAN Rental A/S as a consequence of the cancelled order.

8. Support

8.1 MAAN Rental A/S will at any time loyally advise the customer, which equipment is the most appropriate to be used in different customer/project requirements. However, it is always the responsibility of the customer, that the rental equipment is suitable for the said task and that the equipment is compatible with the customer's other equipment.

8.2 When the rental equipment is picked up by the customer, MAAN Rental A/S, if desired, will give a brief instruction in the use of the equipment.

8.3 MAAN Rental A/S is having a 24 hours telephone support on +45 70 205 305, available on normal working days.

9. The use of the equipment

9.1 The customer is fully responsible for the proper use of the equipment.

9.2 The equipment may only be operated by persons employed by the customer and who have experience in operating similar equipment. MAAN Rental A/S may in advance at any time require information/documentation of the persons intended to operate the equipment on behalf of the customer.

9.3 Unless otherwise agreed in writing, the equipment may only be used in Denmark. At MAAN Rental A/S' request, the customer must state within max. 4 hours responds time, where the equipment is located and give MAAN Rental A/S access to inspect the equipment.

9.4 The equipment should not be used under extreme circumstances and must not be subject to overload, extreme water impact, salt impact, cold impact, heat impact etc. If the customer have a doubt in terms of "extreme circumstances", the customer should always contact MAAN Rental A/S in writing and get a written confirmation of question raised.

9.5 The customer may not disassemble, repair, adjust, service or otherwise modify the equipment. The customer cannot claim any costs of servicing, repairing etc. of the equipment reimbursed by MAAN Rental A/S, without prior written agreement with MAAN Rental A/S.

10. Condition of the equipment

10.1 The equipment has been inspected by MAAN Rental A/S and verified to be functioning properly before it is delivered to the customer.

10.2 Upon receipt of the equipment, the customer must thoroughly examine the equipment and immediately inform MAAN Rental A/S in writing of any visible defects. If the equipment is picked up outside MAAN Rental A/S' opening hours, the customer can report any defects in writing in MAAN Rental A/S secure system. When renting equipment for underwater use, it is especially important that the customer before use checks that the equipment is water tight, any question and/or doubt will need to be raised to MAAN Rental A/S in writing.

10.3 If the customer does not inform MAAN Rental A/S of any visible defects immediately upon receipt of the equipment (= within same calendar day), the equipment is considered approved by the customer.

10.4 Prior to using the equipment for any media production (commercial, TV and/or Film), the customer should test the equipment and any detected errors, such as for instance pixel errors, sensor errors and the like. must be reported to MAAN Rental A/S immediately (see § 9.3).

10.5 If any defects are found in the equipment, MAAN Rental A/S undertakes, at its discretion, to either replace the equipment with similar equipment (not necessarily the same type and year) or to credit the customer the rent for the period that the equipment has been defective.

10.6 The equipment must be returned to MAAN Rental A/S clean and in the same condition as it was delivered (except for ordinary wear and tear).

10.7 MAAN Rental A/S identification marks shouldn't at any time be removed from the equipment.

10.8 In case the equipment is not returned in the condition it was received, the customer shall pay the by MAAN Rental A/S requested cleaning of the equipment (the hourly rate anytime given by MAAN Rental, currently a minimum hourly rate of DKK 495) and/or any repair and/or servicing of the equipment performed either by MAAN Rental A/S or third parties.

10.9 The customer must pay full rent for the equipment until the equipment has been brought to the same condition as at the start of the rental period, and a total return of all the rented equipment has been made, incl. cables, manuals, packaging, etc. or if replacement is necessary, until new equipment has been purchased and delivered.

10.10 In case the customer intentionally or by grossly negligent actions damages the equipment or attempts to make unauthorized repairs or alterations to the equipment, MAAN Rental A/S may, in addition to any loss, charge the customer a penalty of DKK 15,000.

11. Damage or loss of equipment

11.1 The customer bears the risk of any damage or loss of the equipment from the receipt of the equipment and until the equipment is returned to MAAN Rental A/S. The risk also includes the risk of accidental damage or damage to the equipment and theft of the equipment.

11.2 If the equipment is damaged or lost, the customer must immediately inform MAAN Rental A/S accordingly (= at the latest same calendar day). Damaged equipment must be returned to MAAN Rental A/S for an assessment of whether the equipment shall be repaired or replaced. In case of theft, the customer must complete and file a police report.

11.3 If the equipment is damaged or lost, the customer must pay full rent until the equipment is repaired or new equipment is purchased at the customer's expense.

12. Replacement equipment

12.1 In the event of theft of or damage to equipment, MAAN Rental A/S will try to obtain replacement equipment if the customer so wishes. If replacement equipment is provided, the customer, unless otherwise agreed in writing, must pay rent for both the initially leased equipment and the replacement equipment.

13. Responsibility of MAAN Rental A/S

13.1 MAAN Rental A/S cannot be held responsible for any loss suffered as a consequence of delayed delivery of the said equipment, incorrect installation and set-up of the equipment, defective equipment, including any errors in sensors or the like.

13.2 MAAN Rental A/S is not responsible for damage to real estate or movable property caused by the rental equipment, including damage to camera film, data or other equipment.

13.3 MAAN Rental A/S is only responsible for personal injury, if such personal injury is caused by errors or omissions by MAAN Rental A/S or by others for whom MAAN Rental A/S is responsible.

13.4 MAAN Rental A/S is not responsible for loss of data, operating loss, loss of profits, lost earnings or other indirect loss or consequential damage, including loss caused by increased production costs etc.

13.5 The customer's claim for damages shall in any event not exceed an amount equal to the agreed price of MAAN Rental A/S' services.

14. Insurance

14.1 Unless otherwise agreed, MAAN Rental A/S will take out insurance covering damage to the equipment and theft of the equipment. The insurance terms will be provided to the customer upon request.

14.2 In addition to the rental price the customer is charged for the insurance coverage as follows:

a) When renting for use in Denmark: 5% of the total rental cost.

b) When renting for use in Europe (outside Denmark): 8% of the rental price.

c) When renting for use of the equipment outside Europe, the price of insurance is specifically agreed in each case based on an offer from an insurance company.

14.3 The insurance excess shall be paid by the customer. The insurance excess is typically 10% of the value of the equipment, but at least DKK 15,000. Under special circumstances, including theft from an unattended car or theft from an unlocked area, the excess may amount to up to DKK 75,000.

14.4 Notwithstanding the fact that the customer has paid for the insurance of the equipment, the customer must pay compensation to MAAN Rental A/S to the extent that the insurance company refuses to compensate for any damage incurred.

15. Force majeure

15.1 The following circumstances shall result in exemption from liability if they prevent the fulfillment of the agreement or makes the fulfillment unreasonably burdensome: Any circumstance of which MAAN Rental A/S has no control, such as fire, war, failure to supply raw materials, governmental provisions, and lack of means of transport. If MAAN Rental A/S wishes to invoke this provision, MAAN Rental A/S shall without undue delay inform the customer hereof.

15.2 As long as MAAN Rental A/S as a result of force majeure is prevented to fulfill its obligations under the agreement, the customer is entitled to withhold his corresponding payment, but apart from that has no claims against MAAN Rental A/S.

15.3 MAAN Rental A/S is entitled to cancel the agreement by notice in writing to the customer, when the performance of the agreement has been impossible for more than one month because of any of the circumstances mentioned above.

16. Governing law and venue

16.1 Disputes between MAAN Rental A/S and the customer shall be settled by Danish law.

16.2 At first any dispute shall be sought to be solved by negotiation with participation of MAAN Rental A/S and the customer and, where appropriate, also their lawyers.

16.3 If it is not possible to solve the dispute through negotiation, the dispute shall be settled at the Copenhagen City court, irrespective of the nature and size of the case