

Dear customer,
thank you for your interest in products and services of Ludwig Kameraverleih.
To open a business account we need some information about your company. Please see the following pages.
Please provide as much information as you can to give us the chance to create your account as fast as possible.
Thank you for your understanding. Open communication between client and supplier is an important foundation in our company.
Please be aware that the rental agreement can only be put into effect if you send us the filled out form back in time.
For the first rental job we have to insist on prepayment. Furthermore we do not ship equipment at the first rental job and the person who picks up the equipment has to provide a valid passport for identification.

Thank you for your willingness for cooperation.

By submitting this application you certify that given information in this form is correct and you accept terms and conditions by Ludwig Kameraverleih GmbH. By submitting this application you authorize Ludwig Kameraverleih GmbH to make inquiries into the banking and business references given in this form.

Regards,

München

Lehrer-Götz-Weg 17
81825 München
Tel: +49 89/ 689 592-0
Fax: +49 89/ 689 592-11
muenchen@rental.de

Berlin

Bergholzstr. 2
12099 Berlin
Tel: +49 30/ 814 50 23-0
Fax: +49 30/ 814 50 23-49
berlin@rental.de

Köln

Stolberger Str. 366, Haus C
50933 Köln
Tel: +49 221/ 66 99 79-0
Fax: +49 221/ 66 99 79-49
koeln@rental.de

Hamburg

Münsterstr. 23-25
22529 Hamburg
Tel: +49 40/ 59 35 46 6-0
Fax: +49 40/ 59 35 46 6-9
hamburg@rental.de

Leipzig

Industriestr. 85-95
04229 Leipzig
Tel: +49 341/ 337 560-0
Fax: +49 341/ 337 560-29
leipzig@rental.de

Erfurt

Erich-Kästner-Str. 1
99094 Erfurt
Tel: +49 361/ 511 437 26
erfurt@rental.de

Meran

Rennstallweg 31
39012 Meran (IT)
Tel: +39 388/ 58 13 338
meran@rental.de

Application for a Ludwig Kameraverleih Business Account

Please fill out this form and send it back to the sender's adress. This PDF is editable and can be saved with the field inputs.

Business Information

Company Name: Established (YYYY):

Street: Number:

City: ZIP: Country:

CEO: Business Partner:

Type of Business:

Registration Number: VAT:

Phone: Fax:

Website:

Contact Information

Name: Position: Departement:

E-Mail: Phone: Mobile:

Bank Information

Bank:

BIC: IBAN:

Account Number:

Contact Person: Phone:

Business References

1. Company: Address:

Contact Person: Phone:

2. Company: Address:

Contact Person: Phone:

München

Lehrer-Götz-Weg 17
81825 München
Tel: +49 89/ 689 592-0
Fax: +49 89/ 689 592-11
muenchen@rental.de

Berlin

Bergholzstr. 2
12099 Berlin
Tel: +49 30/ 814 50 23-0
Fax: +49 30/ 814 50 23-49
berlin@rental.de

Köln

Stolberger Str. 366, Haus C
50933 Köln
Tel: +49 221/ 66 99 79-0
Fax: +49 221/ 66 99 79-49
koeln@rental.de

Hamburg

Münsterstr. 23-25
22529 Hamburg
Tel: +49 40/ 59 35 46 6-0
Fax: +49 40/ 59 35 46 6-9
hamburg@rental.de

Leipzig

Industriestr. 85-95
04229 Leipzig
Tel: +49 341/ 337 560-0
Fax: +49 341/ 337 560-29
leipzig@rental.de

Erfurt

Erich-Kästner-Str. 1
99094 Erfurt
Tel: +49 361/ 511 437 26
erfurt@rental.de

Meran

Rennstallweg 31
39012 Meran (IT)
Tel: +39 388/ 58 13 338
meran@rental.de

Credit Card Authorization

Please fill out this form and send it back to the sender's adress. This PDF is editable and can be saved with the field inputs.

Card Holder Information

Name:

Surname:

Street:

Number:

City:

ZIP:

Country:

Card Information

Type:



Number:

CVS:

Valid through:

For payment by Credit Card we will charge a Handling Fee of **3,5%** of the invoiced amount.

I hereby authorize Ludwig Kameraverleih GmbH, Lehrer-Götz-Weg 17, 81825 Munich, to charge this Credit Card.

Please make sure to send back your credit card information via **FAX or MAIL** only due to privacy policies!

München

Lehrer-Götz-Weg 17
81825 München
Tel: +49 89/ 689 592-0
Fax: +49 89/ 689 592-11
muenchen@rental.de

Berlin

Bergholzstr. 2
12099 Berlin
Tel: +49 30/ 814 50 23-0
Fax: +49 30/ 814 50 23-49
berlin@rental.de

Köln

Stolberger Str. 366, Haus C
50933 Köln
Tel: +49 221/ 66 99 79-0
Fax: +49 221/ 66 99 79-49
koeln@rental.de

Hamburg

Münsterstr. 23-25
22529 Hamburg
Tel: +49 40/ 59 35 46 6-0
Fax: +49 40/ 59 35 46 6-9
hamburg@rental.de

Leipzig

Industriestr. 85-95
04229 Leipzig
Tel: +49 341/ 337 560-0
Fax: +49 341/ 337 560-29
leipzig@rental.de

Erfurt

Erich-Kästner-Str. 1
99094 Erfurt
Tel: +49 361/ 511 437 26
erfurt@rental.de

Meran

Rennstallweg 31
39012 Meran (IT)
Tel: +39 388/ 58 13 338
meran@rental.de

Excerpt from our general terms and conditions (rental agreement)
Complete version is available for reading in our business offices

General

These business terms and conditions for delivery and payment shall be exclusively valid for all present and future rental agreements concluded with Ludwig Kameraverleih GmbH. Diverging terms and conditions of the customer shall only be effective if they have been expressly agreed in writing.

Placing of an order

The placing of an order shall be in writing. If orders are placed orally, errors of transmission shall be at the expense of the customer. The offers shall be subject to change without notice. In the case of a written confirmation of order, the content and volume of the order shall be determined from such confirmation. We shall reserve the express right to accept an order.

Prices, conditions of payment, rental period and transport

Our prices are in euros and shall be the prices pursuant to the valid price list at any given time on the day of the conclusion of the agreement plus the statutory value added tax. The price shall be charged ex depository in Munich plus all shipping and packing costs. Divergences in the list prices in the form of discounts, special agreements, flat rates, rebates, agreements on instalment payments or any other price agreement must be agreed in writing in advance. Bills of exchange may only be granted with prior consent. The acceptance of bills of exchange and cheques shall always be granted at any time only as a means of payment. All expenses incurred in connection with the bill of exchange operations shall be chargeable to the customer. We shall assume no guarantee whatsoever for punctual debt collection or protest made on time.

Accounting period/rental period/cancellation

The rent shall begin on the day on which the equipment leaves our depository as agreed or was made available in our depository, and it shall end on the day of return. In as far as the equipment has been delivered before 2 p.m. or returned after 10 a.m., the full daily rental price shall be charged. Rental fees shall be calculated on the basis of daily rates. There is no obligation to use the rental object, and therefore all days including Saturdays, Sundays and holidays shall be calculated even if the equipment is not in use. If an order is cancelled before the stipulated date of delivery, the entire rent shall be charged for the rental period agreed.

Time of payment

Invoice payments shall be due 10 calendar days after receipt of the invoice.

Delay

If payment is not effected by the due date, the customer shall be in default without further explanation. In the case of default in payment, we shall be entitled to charge the statutory default interest amounting to 8 % above the basis interest rate. Assertion of further claims shall not be affected by this.

Set-off and right to refuse performance

The right to set off may only be exercised in cases of uncontested claims and those recognised by declaratory judgment. Credit slips still outstanding shall not entitle the customer to refuse payment. The customer shall only be authorised to exercise the right to refuse performance inasmuch as his counterclaim is based on the same contractual relationship.

Withdrawal from agreement in case of delay in payment

If the customer is in arrears of payment with regard to earlier orders, we shall be entitled to withdraw from the agreement at any and all times.

Objections

Objections to invoices have to be asserted in writing within 8 days after receipt; otherwise they shall be irrelevant.

Transport risk

The transport risk shall pass to the customer when the goods leave our depository in Munich regardless of the circumstances.

Rights and duties of hirer

Responsibilities for use of rented property

Before the conclusion of the agreement, the hirer undertakes to provide unsolicited precise information about the intended use of the equipment and the location of its use. Notification shall be made of extraordinary circumstances.

The equipment may only be operated by proficient personnel. The personnel shall be informed of the obligations of the customer based on the rental agreement. Use of the equipment shall not be permissible in troubled areas, in particular regions stricken by civil war or war, demonstrations and catastrophes; the same shall apply to equipment exposed to radioactivity. The customer shall be committed to take suitable measures for the protection of the equipment, in particular against weather influences, for instance, heat, intensive radiation of the sun, sand, dust, moisture, salt water or rain, etc., as well as to protect the equipment during photographing in the air, in cars, high mountain regions, underwater, on the high seas or stunt shooting. The customer shall inform himself in due time about extreme or threatening changes in weather and protect and insure the rental object accordingly, if necessary. The customer undertakes to take meticulous care that the equipment does not get lost or stolen. Suitable packing shall be used for the packing and unpacking of the equipment as well as for transport as protection against damage caused through bumping, falling and vibrations. Further commercial subletting of the equipment shall only be permitted following written consent.

Delivery to hirer

The hirer shall convince himself of the completeness and the faultless functioning and condition of the equipment at the time of handover or receipt after shipping. We shall be notified immediately of any defects of the equipment. If the customer does not comply with his obligation of inspection, we shall no longer be liable for damage owing to the faultiness of the equipment or for consequential harm caused by a defect. The taking over of the equipment without notification of defects shall be deemed confirmation of the faultless condition and suitable use of the contractual object. In the case of defects not apparent at the time of handover, the customer shall also reserve the right of later furnishing proof of the defects that already existed when the equipment was handed over.

Security

On principle, we shall be entitled to collect a deposit amounting to the entire value of the pieces of equipment before handing them over.

Liability

The customer shall be liable for all the rented pieces of equipment from the time of shipment/pickup day up to the time of returning them to us. This shall also apply in the case of slight negligence and coincidental damage. The customer shall also be liable for consequential damage. The customer shall ensure that our equipment is used under the prevailing legal provisions at any one time. In the event of confiscation of our equipment, the customer shall render damages to us in the amount of at least the loss of rent incurred until return of the equipment or, in the event of total loss, the replacement value respectively as well as the costs incurred for the procurement of new equipment.

Repairs undertaken by the customer shall not be under any circumstances permissible and shall render the customer liable for damages in the case of infringement. Necessary repairs shall be exclusively arranged and carried out by the person letting on hire. In the case of repairs made necessary through the fault of the customer or in the event of total loss of the equipment due to the fault of the customer, the customer shall additionally pay damages for this period amounting to the accruing rent as loss of use in addition to the costs of repair and replacement. Assertion of claims for damages that go beyond this shall not be affected by

this. The customer shall be liable for all financial loss that we incur through delayed return of the equipment or return of damaged equipment. This shall include in particular repair costs, damage due to damages paid to a subsequent hirer, costs for substitute hiring or procurement of replacement. Our claims for damages due to changes in or deterioration of the rental object shall become statute-barred in 12 months. The customer shall be obligated to assist in the settlement of the damage.

Return to person letting on hire

The taking back of the rental object by the person letting on hire shall not be confirmation that the object was returned without defects. The person letting shall reserve the right to examine the pieces of equipment thoroughly and to assert the appropriate claim for damages in case of damage to the equipment. No later than when returning the pieces of equipment, the customer shall be obligated, without being requested, to inform us of possible damage to the equipment. This shall also apply if the customer merely believes there might be damage.

Rights and duties of person letting on hire

Liability

We shall be liable for the technical working order of the equipment at the time of handing over. We shall assume no guarantee that the rented equipment fulfils the use intended by the hirer or that the equipment is conceptually complete. It shall be the sole responsibility of the customer to ensure that the intended result may be achieved with the rented equipment. This shall not apply inasmuch as the customer was assured of the conceptual completeness of the rented equipment.

In the event of faulty equipment, the rent shall be reduced proportionately only when the notification of defects has been given by the customer. The claim shall not be applicable if the customer or a third party has caused the defect negligently during the rental period. Place of performance for remedial action shall be our depository in Munich. If we take remedial action at another location at the request of the customer, the customer shall bear the additional costs that are incurred hereby.

For damage and the consequences linked thereto that are caused through equipment, breakdowns and/or their failure, as well as damage caused by persons employed by the person letting on hire, there shall be no liability even in the case of gross negligence. In so far as nothing diverging from the above has been regulated, liability shall be excluded; rent for one day at the most shall be owed. For objects that are in our business premises or have been stored there without our express consent, any and all liability shall be excluded.

The customer shall be expressly informed that the technical success of the recording of sound and images may be insured.

Force majeure

We shall not be responsible for delays in delivery and performance caused by force majeure and/or unforeseeable events such as a strike of the suppliers, lockouts, shortage of materials, administrative decrees. This shall also apply in cases of binding deadlines and dates that have been agreed.

Insurance

We have taken out property insurance for the equipment that is usual in this line of business. This shall not, however, release the customer from his liability. In case of damage, we may avail ourselves directly of the customer until unconditional performance by the insurer. In this case, we shall pass on a later paid benefit of the insurance to the customer. We expressly point out that only certain risks are covered in accordance with the insurance agreement. The conduct of the customer before or after a damaging event may also release the insurer from its duty to perform, even if the risk is in fact insured.

In the case of photographs taken in cars, in the air, in the mountains, underwater or on the high seas or any other forms of unusual photography, the hirer, his representative as well as all persons who use the rental object to create the photos shall be responsible for special duties of care. In particular, the equipment shall be sufficiently insured against damage and loss. The hirer is obligated to inform the above-mentioned circle of persons about the duties of care.

In the event of non-compliance with the provisions the hirer shall be liable for all damage. If the responsibilities of the insurance conditions are infringed, the insurance coverage shall expire and the hirer shall be made fully liable by us. In this context, the hirer shall also be liable for all his vicarious agents and employees.

The area of application of the insurance shall be Germany. For transport and use outside of the area of application, the person letting on hire may effect an extension of such area at the request of the customer. The costs incurred for such extension amounting to 8.5 % of the rent for validity in Europe and 12% of the rent for validity worldwide shall be borne by the hirer. It shall, however, be up to the hirer if he wishes to conclude his own insurance. The customer is obligated to inform us in due time and unrequested if such transport and use is to take place outside of the area of application. Increases of risks may also be additionally insured at the expense of the hirer in as far as the hirer wishes this. This supplementary insurance may only be concluded by the month at any one time; parts of months shall be calculated on the basis of a whole month's premium.

On principle, the customer has to allow the content of the existing insurance contract to be applicable against him. Upon request, a copy of the insurance terms shall be made available to the customer; they are also available for examination on our business premises or may be requested. We also point out that terms of insurance may change.

Independently of this, we draw attention to the following details in particular:

On principle, damage shall not be covered if caused through intention or gross negligence. Furthermore, electron tubes (screens too), burners and other expendable materials, radiotelephones as well as the front lens of objectives are not insured.

The risk carried by oneself per damaging event shall amount to EUR 1,800.00. The hirer may reduce the liability arising from the insured risks to an excess of EUR 600.00 through conclusion of a further insurance. The costs for this shall work out at 5 % of the rent for the duration of the surrender of use in Germany and the bordering countries, as well as 8.5 % for validity in Europe and 12 % for validity worldwide. In case of theft, burglary and robbery the portion of loss borne by the insured shall be 25 % of the replacement value of the equipment, a maximum, however, of EUR 11,000.

The equipment shall be sufficiently protected against theft and shall be stored as inconspicuously as possible. The equipment shall be stored or transported in motor vehicles in which the trunks are locked. In station wagons/delivery vehicles the inside of the trunk may not be visible. In the night (10 p.m. – 6 a.m.), there shall be no insurance coverage for rental objects left in vehicles.

In the event of further commercial renting out of our equipment, the hirer shall put the equipment under the control of his own insurance coverage and deal with the cases of damage via this insurance. The use of our insurance shall be excluded in this case.

Place of performance/ jurisdiction/ written form

In the case of agreements with merchants, legal persons in public law or separate estates under public law, Munich shall be the agreed place of jurisdiction. The law of the Federal Republic of Germany shall be applicable. Place of performance shall be Munich at all times.

The above terms and conditions may only be amended or confirmed by written agreement. Any waiver of the written form must also be made in writing.

Salvatorian clause

The validity of the above terms and conditions shall not be affected if one or more of the clauses should be invalid or void, in whole or in part, regardless of the legal grounds. In this case, the parties to contract shall be obligated to replace the invalid provision with a valid provision that comes as close to the commercial purpose that was intended in the first place.