

General terms and conditions (Rental Agreement)

Version: June 1, 2020



General conditions

The following terms and conditions apply exclusively to all future agreements relating to the rental of equipment (rental item) and, in analogous application, their cession on loan between us (Ludwig Kameraverleih GmbH) and the customer.

Deviating conditions of the customer are only valid if they are expressly agreed in writing.

Order Placement

Our offers are subject to change and non-binding and shall only become binding with a written order confirmation from us. This also applies to the deadlines and dates specified by us. We expressly reserve the right to accept an order.

Prices/terms of payment

Our prices are in euros and are based on the price list valid on the day the agreement is concluded, plus statutory value added tax. Deviations from these list prices in the form of discounts, special agreements, flat-rate prices, rebates, installment payment agreements or other price agreements require prior written agreement.

Settlement of accounts

The rent is calculated according to daily rates.

The rental begins on the day on which the rental item leaves our business premises or was made available in the business premises as agreed. The rental ends on the day of return, but at the earliest when the agreed rental period expires. If the rental item is delivered before 2 p.m. or returned after 10 a.m., the full daily rental price will be charged. There is no obligation to use the rental item, therefore all days will be charged, even if the rental item is not used.

In the event that the rental item is not returned until after the time agreed in the rental agreement, the rental prices according to the currently valid price list are considered agreed as the usage fee for the period between the end of the rental agreement and the day on which the rental item arrives back at our respective premises or another agreed destination.

The rent is solely the consideration of the customer for the possibility of using the rental item. All other costs for shipping and packaging, wear and tear and consumption will be invoiced separately.

Cancellations

If a confirmed order is cancelled by the customer within 48 hours before the start of the agreed rental period, a compensation of 50% of the agreed rental fee must be paid. If the order is cancelled on the delivery date or if it is returned early during the billing period, the entire rental fee must be paid.

If the customer is in default of payment with regard to previous orders, we can withdraw from the agreement at any time.

Rights and Obligations of the Customer

Obligations for rental use

Before concluding the agreement, the customer is obliged to provide precise information about the intended use and location of the rental item, without being solicited to do so. Exceptional circumstances and forms of recording must be pointed out.

The rental item may only be operated by qualified personnel, who must be instructed on the obligations of the customer on the basis of the rental agreement. The customer has to ensure the continuous compliance with all applicable safety regulations. It is not permitted to use the rental item in areas of unrest, in particular in civil war zones or war zones, during violent riots, as well as in disaster areas or to expose it to radioactive radiation. The customer is obliged to treat the rental item with care and to take suitable measures to protect the rental item, in particular to protect it from the effects of the weather, such as heat, strong exposure to sunlight, sand, dust, moisture, seawater, or rain, etc., as well as to protect it during aerial, vehicle, high mountain, underwater, high sea or stunt photography. The customer must inform themselves in good time about impending weather changes and extreme film shooting conditions and protect the rental item accordingly and, if necessary,

insure it. The customer is obliged to carefully secure the rental item against loss and theft. The rental item must be protected against impact, fall and vibration damage during loading and unloading as well as during transport by means of suitable packaging.

Commercial subletting by the customer is only permitted with written approval.

When renting vehicles, the General Terms and Conditions of the vehicle owner shall apply. We will provide these on request.

Transfer to the Customer

Upon take-over of the rental item or in case of shipping after receipt of the rental item, the customer must satisfy themselves of the completeness, perfect functioning and perfect condition of the rental item. We must be notified immediately of any deficiency in the rental item. If the customer does not fulfill their inspection obligation, we are no longer liable for damage due to the defectiveness of the rental item or for consequential damage. The transfer of the rental item without notification of defects is considered a confirmation of completeness and perfect condition. If there are defects that were not recognizable at the time of transfer, the customer has the right to provide evidence later that the defects were already present at the time of transfer.

In any case, the transport risk is transferred to the customer upon leaving the contractually agreed pick-up location.

In principle, we are entitled to collect a deposit equal to the total value of the rental item before transfer of the rental item.

Return

At the end of the rental period, the customer must return the rental item undamaged, cleaned, operational and complete. We take back the rental item subject to an inspection to ensure that it is in proper condition. We reserve the right to carry out a detailed inspection of the rental item and, in the event of damage, to claim corresponding compensation. The customer is obliged, at the latest when returning the rental item, to inform us of any damage to the rental item without being solicited to do so. This also applies if the customer only considers damage to be possible.

Objections

Objections to invoices must be made in writing within 8 days of receipt, otherwise they are irrelevant.

Customer's liability

The customer shall be liable from the day of shipping/collection until the time of orderly return to us at the respective business premises or at the agreed location for damage, loss or destruction of the rental item and this shall also apply in the event of slight negligence and for accidental damage. The customer must ensure that the rental item is used in accordance with the applicable legal provisions. The customer is liable for the operational risk ensuing from the rental item, provided this is not due to a defect in the rental item. The customer shall indemnify us against any claims for damages or claims by third parties for which he is responsible and which such third parties may assert against us. This applies in particular if claims are made against us due to a breach of public law regulations for which the customer is responsible.

Repair interventions by the customer are not permitted under any circumstances and make the customer liable for damages in the event of non-compliance. Necessary repairs will only be initiated or carried out by us.

The customer is liable in the event of negligence (i) in case of loss or destruction of the rental item for damages in the amount of the replacement costs for an identical device; this obligation to pay compensation also applies if the extent of the damage is equivalent to a total economic loss, (ii) in case of damage, for compensation of repair costs plus a possible depreciation amount as well as a loss of use in the amount of the rent accruing during the repair period and (iii) in case of a confiscation of the rental item for damages in the amount of the loss of rent until it is returned to us, or in the event of total loss in the amount of the replacement costs of an identical device.

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Any malfunctions, accidents, damage, defects, the loss or destruction of the rental item must be reported to us immediately, but no later than 48 hours after gaining knowledge of the incident and - in the case of theft or damage to property by third parties - to the police. At our request, the customer must submit a written statement.

The customer has an obligation to cooperate in the settlement of the damage.

Our liability

We do not guarantee that the rental item is suitable for the use intended by the customer. It is solely up to the customer to ensure that the desired result can be achieved with the rental item.

If the customer asserts claims for damages, we are only liable in accordance with the statutory provisions if the damaging act is based on willful intent or gross negligence as well as in the event of injury to body, health and life or the violation of cardinal obligations. Except in the cases mentioned in the previous sentence, the liability for damages is limited to an amount equal to the rent that would be due for one day. Any further liability, e.g. for consequential damages and indirect damages, in particular for loss of profit, loss of production and loss of use, is excluded.

Any liability is excluded for items belonging to the customer that are in our rooms or are stored there.

Force majeure

We shall not be responsible for delays in delivery and performance due to force majeure and/or due to unforeseen events such as weather, strike of suppliers, lockout, material shortages, official orders, even in the case of binding agreed deadlines and dates.

Insurance

By taking out premium protection offered by us, the customer can limit their liability for damage to the rental item (including generators) to EUR 500.00 per claim. To take out premium protection, we charge a fee of 5.0 percent on the rental prices stated in our price lists during the rental period. The limitation of liability does not apply in the event of theft, embezzlement, misappropriation by third parties and other loss of the rental item, in the event of intent or gross negligence or in the event of use of the rental item for stunt recordings as well as for use in motor vehicles, watercraft and aircraft (including drones); in these cases, the customer is liable for up to EUR 25,000 per claim.

If the customer decides not to take out premium protection, they are obliged to take out insurance for the rental item at its replacement value at their own expense, which corresponds to the insurance cover we have taken out, and to maintain this for the duration of the rental period. The existence of insurance coverage must be proven to us unsolicited by presentation of the insurance certificate (self-insurance). The customer assigns their rights against the insurer to us as security for our claim and notifies the insurer of the assignment. We hereby accept this assignment.

The subscription of premium protection is excluded in the case of commercial subletting of the rental item. The customer must always subordinate this to their own insurance cover and handle any claims that occur through this insurance.

In the case of vehicles, there is motor vehicle insurance through the owner of the vehicle. The customer does not bear any cost-sharing for damage to the exterior of the vehicle; the customer is fully liable for all other damage.

Default

If payment is not made on time, the customer is in default without further explanation. In the event of default in payment, we are entitled to demand statutory default interest of 9% above the base rate. The assertion of any further claims shall remain unaffected.

Offsetting and retention right

Only undisputed or legally established claims may be offset. Pending credits do not entitle the customer to withhold payments. The customer is only entitled to exercise the right of retention if their counterclaim is based on the same contractual relationship.

Data protection

As far as necessary for business transactions, order-related customer data is collected and processed in the course of the business relationship. This customer data is transmitted internally to our employees and, if necessary, to external business partners for a specific purpose.

The customer agrees that their data may also be used for the purpose of sending them information about our products and services. The customer can revoke their consent to this at any time.

The customer agrees that our services will be billed electronically until cancellation. This explicitly includes the shipping of electronically created invoices, credit notes and, if necessary, reminders, while at the same time dispensing with paper shipping.

The confidential and secure treatment of the data within the meaning of the Federal Data Protection Act and other data protection provisions such as the GDPR is guaranteed. This applies to the transfer to third parties for a specific purpose.

Place of performance / place of jurisdiction / written form

In the case of agreements with merchants, legal entities under public law or special funds under public law, Munich is agreed as the place of jurisdiction. The law of the Federal Republic of Germany shall apply. The place of performance is always Munich.

The above conditions can only be changed or confirmed by means of a written agreement. This also applies if this written form clause is affected.

Severability clause

The validity of the above conditions shall not be affected by the fact that one or more of the clauses - for whatever legal reason - should be wholly or partially ineffective or void. In this case, the contracting parties are obliged to agree on an effective regulation that comes closest to the ineffective regulation in economic terms.