

Standard Terms and Rental Conditions of Stöger Kameras GmbH

All rentals are subject to the following terms:

1. Rental Fees

The rental fee for film equipment and accessories is as set out on our price list at the time of the signing of the contract unless otherwise agreed to in writing.

For sets of equipment including accessories which are offered at a flat fee, the full fee is due in case the renting party foregoes delivery of particular accessories.

The fees include VAT and, if desired, a flat insurance charge of 5% of the daily rental rate but no less than EU 55.00/day.

2. Rental Period

The rental period begins at the time for which the equipment was ordered and actually available, at the latest, however, when shipped or delivered ex warehouse. The rental period ends at the expiry of the contracted rental period or the time of the return of the rented items, whichever is later. Time required for delivery is considered to be rental time. For equipment collected before 2 p.m. the full daily rate is due. This applies equally to return deliveries after 10 a.m. We are not liable for any delivery delays due to causes beyond our influence. Any supplementary agreement must be in writing.

3. Delivery

The renting party bears all delivery charges. This applies as well when we or our agents handle the delivery.

The renting party bears all packaging costs. Rented equipment is sent abroad at the risk and expense of the renting party, which is also responsible for customs clearance.

4. Property Rights – ownership and possession

The rented equipment remains in our sole ownership and possession. Every transfer of the rented equipment to third parties, be it for a consideration or free of charge – is inadmissible without our express written consent. Any unauthorized transfer to a third party in violation of the terms of the contract entitles us to terminate the rental agreement immediately and to repossess the equipment. Any compulsory execution involving our equipment must be reported to us immediately by the renting party. All costs arising from intervention measures for the protection of our property or ownership and possession rights are born by the renting party. The same applies to loss of income incurred by us due to the unavailability of our equipment resulting from compulsory execution against the renting party.

5. Damages and Liability

The renting party assumes full liability for the rented equipment and accessories during the rental period including any accidental losses or damage. The renting party on taking delivery of the equipment will see to it that it is professionally examined. The equipment will be considered to have been delivered in faultless condition unless particular defects are recorded at that time. The costs of any repairs required during the rental period will be paid for by the renting party unless the defects concerned were recorded at the time of delivery. Any defects on the equipment or accessories or loss thereof appearing during the rental period must be reported to us immediately (at the latest when returned).

We assume no liability for direct or indirect losses resulting from malfunction or failure of the rented equipment and accessories. In case of malfunction or failure, unless due to recorded defects existing at the time of delivery, the renting party must pay the full rental fee without any reductions.

6. Insurance

The rental party may insure the equipment under the standard insurance terms and conditions of the *Deutsche Film-Versicherungsgemeinschaft*. The costs entailed are born by the renting party (see provision 1 above). The renting party is, nevertheless, liable for costs of up to EURO 900.00 for every loss.

The renting party may consult the standard terms and conditions of the attached insurance policy at our premises. The limited insurance coverage on equipment kept in motor vehicles should be of particular interest. The insurance coverage is limited to Austria.

The equipment may not be taken outside the above coverage area without our express consent. The renting party bears the costs of supplementary insurance coverage for such an extension. Any increased risk must be reported to facilitate supplementary insurance coverage. For insurance coverage in case of theft refer to the terms of the insurance.

For motor vehicle, aerial, mountain, underwater and photography on the high seas the renting party, its agents and all persons using the rented equipment to make such photos are obligated to exercise due care and especially to provide sufficient protection for the equipment.

The renting party is obligated to advise these persons about the obligation to exercise due care. In case of non-compliance the renting party is liable for all damages.

In case of theft, theft during burglary, robbery or embezzlement by a third party or any other loss of the rented property the renting party is strictly liability for a deductible amounting to 20% (20 of 100) of the value of the equipment for every loss.

In case that the renting party sub-leases the equipment on a commercial basis it is obligated to provide its own insurance coverage and to settle damages with its own insurer. In this event no claims may be made against our insurer. Any other arrangement must be agreed to in writing. We will have to hold the renting party accountable for any violation of the standard terms and conditions of the Insurance.

7. Terms of Payment

The rental fees (incl. supplementary costs) are due immediately upon delivery without any deductions. Any claims the renting party may raise against us may not be set-off against the rental fees. If the rental period exceeds two weeks we are entitled to weekly advance payments. If payments are not made at the agreed dates we are entitled to terminate the rental arrangements with immediate effect and ask for the immediate return of the equipment.

Any discounts granted expire at any kind of delay in payment. The renting party, surrendering the rights of the householder, authorizes us to enter any premises where the rented equipment is kept in order to reclaim our property. The renting party is not entitled to retain the equipment for any reason. For any delay in rental payments the renting party agrees to pay interest at the rate for outstanding advances charged by commercial banks on current account plus 4%, at least 12% p.a.

8. Supplementary Agreements, Jurisdiction, Place of Performance

Supplementary agreements must be in writing order to be valid.

If any provision should be ineffective all other provisions and supplementary agreements remain in effect. In that event the ineffective provision will be replaced by another that most closely approximates its economic purpose.

Place of delivery and payment is Vienna. For all disputes under the rental agreement Vienna is the agreed place of jurisdiction.

Vienna

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Renting Party

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Date