

## NEW CUSTOMER FORM

**FinderTV GmbH**

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Dear new customer,

many thanks for your interest in renting our equipment.

In order for us to process your wishes in the best way, we would like to set up a customer account for your first rental. For this we need to gather the following information from you.

Please note:

- Total prices are net prices, to which a 7,5% insurance premium will be added
- In the event of damage, the maximum excess you will have to pay is EUR 500.00. In the event of theft, burglary or robbery, the maximum excess payable is 25% of the value, as new, of the rented equipment, with a maximum of EUR 12,500.00
- For damages that are not covered by the insurance, e.g. gross negligence and fraud, you will bear the full responsibility for all the rented equipment
- You can also insure the equipment yourself, in which case please send us proof of this. In this case, of course, the insurance premium will not be applicable
- The equipment must be returned by 10.00 on the following day. If the equipment is returned late, the daily list rental price will be added to the invoice.

## DETAILS OF THE COMPANY / INDIVIDUAL

Name of the company: \_\_\_\_\_

First Name: \_\_\_\_\_ Surname: \_\_\_\_\_

Date of birth: \_\_\_\_\_ Passport/identity card number: \_\_\_\_\_

Street: \_\_\_\_\_ Post code: \_\_\_\_\_ City: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Mobile telephone number: \_\_\_\_\_

Email address: \_\_\_\_\_ Website address: \_\_\_\_\_

Year company founded: \_\_\_\_\_ Legal entity of company: \_\_\_\_\_

## BANK DETAILS:

Name of Bank: \_\_\_\_\_

IBAN Number: \_\_\_\_\_ BIC Number: \_\_\_\_\_



## REFERENCES

### REFERENCES FROM THE SECTOR

WITH WHICH RENTAL COMPANIES HAVE YOU WORKED UNTIL NOW?

Company – address: \_\_\_\_\_

Company – address: \_\_\_\_\_

Company – address: \_\_\_\_\_

### REFERENCES FROM YOUR CUSTOMERS

WITH WHICH CUSTOMERS ARE YOU ALREADY WORKING ON THIS PROJECT, OR HAVE YOU ALREADY WORKED?

Company – address: \_\_\_\_\_

Company – address: \_\_\_\_\_

Company – address: \_\_\_\_\_

I confirm the accuracy of the answers to the questions, as well as confirming the receipt of the general business terms and conditions, and agree that FinderTV Kameraverleih GmbH, or a contracted company, can examine the contents and carry out the usual credit checks. I agree that the data provided by me can be used and processed by FinderTV Kameraverleih GmbH for purposes of customer service and only as necessary for these purposes.

\_\_\_\_\_  
Place, date:

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Company stamp:

# GENERAL BUSINESS TERMS AND CONDITIONS

All deliveries and services of FinderTV GmbH are made exclusively under the following terms and conditions. This applies, in particular, in the case of contradictory terms of the commissioning company. Deviations are only applicable if they are confirmed in writing by us.

## **1. Contract offer, conclusion of the contract, subject matter of the contract**

Our offers are fundamentally non-binding, in so far as a specified commitment period is assured. The agreement first comes into effect when it is confirmed by us in writing or when the fulfilment of the order is started. The right is expressly reserved to replace the object of the contract with the nearest equivalent. The right for minimal changes is reserved.

## **2. Fees**

The rental charge for the rental object and accessories conforms to the price list that is valid according to the conclusion of the contract, with, in addition, sales tax and insurance fee for the film and/or lighting equipment at the current rate respectively. Single and package prices are valid on a day rate. For equipment with accessories, the full list price or all-inclusive price is applicable, even if, according to the wish of the lessee, individual accessories were not delivered with the equipment.

## **3. Duration of Rental**

The contractual right of use of the lessee is only valid for the agreed period of time in the contract. The rental payment is calculated for the full period of the rental, including delivery and return, at the latest from the time of the supply from the warehouse in Cologne, or the despatch of the goods to the lessee, until the return. The rental is calculated according to periods of full days. Return of the equipment is possible according to the agreement.

If the rental object is not given back by 9.00 am on the day of return, the rental will be charged for the full day, unless a later return has been agreed or the lessee can show that no or limited

damage has resulted.

Should the lessee not take the rental equipment, and not let us know at least two days before the agreed start of the agreement, then he will be liable for 50% of the agreed rental period costs to pay to us as compensation, unless the lessee can show that no or lower damages have resulted. Should the handover of the equipment to the client, according to the contract, become impossible as a result, so that we receive back the devices without our blame late from another customer, then we will be free from our service and responsible for following damages only if we actually realise them, because of the eventual damages claims, from the other customer.

## **4. Place**

The lessee is obliged to use the rental object in the territory of the Federal Republic of Germany. If they want to take the rental object to a place located outside the Federal Republic of Germany it is necessary to ask for our written agreement. In countries in which war, civil war, unrest or similar conditions occur, or on careful examination is to be expected during the rental period, a shipment is only possible if this is allowed by us in writing and, in the event of a total loss of the rental object, that adequate security is provided by the lessee. In every other case the lessee is responsible for the full cost of any resulting damage.

## **5. Transport Risk**

The lessee bears in principle the transport risk. That also applies if the despatch is made through us or through a third party contracted by us. The costs of despatch and return to our commercial place of business, including the cost of appropriate packaging, will be borne by the lessee. If the rental object is taken abroad or sent abroad by us at their wish, the lessee is obliged to follow the appropriate customs procedures. The lessee is responsible for any resulting costs.

## 6. Obligations of the lessee

The lessee must inform us of the application for which he uses the rental object. In circumstances that affect our interests, the lessee must let us know without being asked. The lessee is obliged to treat the rental objects carefully and competently. In the case of appropriate exchange of means of lighting, the lessee is not allowed to repair the rental object.

The lessee is obliged to examine the rental object immediately on receipt, as to whether this is fit for function and corresponds to the order. Discrepancies with respect to the number, type and goods of the order, the delivery note and/or the invoice must be notified immediately. Damage through transport must be notified to us at the latest one working day after delivery to the lessee, as this would otherwise threaten the loss of insurance protection.

The takeover of the rental objects is valid as a confirmation of their flawless condition according to the contractual use. Should a defect occur in the rental items or accessories during the period of the contract, or associated items be lost, the lessee is obliged to let us know without delay and at the latest on the following working day after the incident. In the case of defects, the lessee is not freed from payment of the rental or entitled to a reduction, if the defect is not shown to be immediately after receipt.

The customer is obliged to let us know about any eventual damage to the item, at the latest on their return. This also applies if the customer considers that there is possible damage (e.g. through contact with water, a bump or extraordinary or hazardous operations). If the customer omits to mention this, it will be viewed as fraudulent misrepresentation with all the resulting legal consequences. In case of lack of completeness as well as obvious visual damage, we must make a complaint without delay to the customer on return of the goods after an initial visual examination. The customer is therefore obliged to be present during the return of goods and to answer questions and follow-up queries about the equipment.

In the case of defects and damage, which are noticed and reproved, it is assumed that these have resulted during the rental period. After the return, we give the devices a thorough visual and function examination. The customer is liable for any damage that is established, if we establish

that these did not occur during the time between the return and our checking. In any case, the customer retains the right to prove that they received a damaged device already at the handover.

The customer is liable for all damages which result from a delayed return of the equipment, indeed independent of whether the customer was responsible or not. The same applies for the return of damaged or defective equipment. In particular, the following damages come into consideration: The impossibility of further rental, service of the authorised compensation to the following lessee, costs of the substitute rental or substitute purchase. The period of limitation of paragraph § 548 BGB of the German Civil Code will be extended by one year.

On late return of the devices the customer owes for the related time the actual list price as compensation for use, even if a lower price has been agreed for the rental period. If the customer gives devices back which have suffered damage during the rental period, for which according to these conditions they are liable, the customer owes next to the reimbursement for damage, the rental price in accordance with the price list until the eventual repair of the device or a new purchase.

In addition to the rental price, the customer bears, pro rata according to our price list, the property insurance for the devices. The rental price, including the insurance amount, is increased by the VAT rate valid at the time. Invoices issued are payable without discount. The customer is in default at the latest 14 days after the date of the invoice. We are authorised to make the handover of the devices or goods dependent on a full payment in advance.

## **8. Granting of permissions to third parties/right of cancellation**

The rental object is our sole property. It is forbidden for the lessee to make over the rental objects, with or without a fee, to third parties, if our written permission has not been granted. We are entitled to cancel the agreement with immediate effect if the lessee cedes the rental object to a third party without authorisation. In this case we would be authorised to take immediate possession of the rental object. Unaffected by the above-mentioned provision, the lessee is obliged in the case of renting on in exchange for a fee all the affected equipment to use his own insurance protection and any settlement of damage to carry out through their own insurance. In such a case, any claim against our insurance is excluded.

The lessee is obliged, in the case of enforcement measures relating to the rental items, and in the case of distraints in relation to their ownership, to point this out. In these instances, they must inform us without delay.

If the lessee does not meet the agreed payment deadlines, we are authorised to cancel the contract without notice and demand the immediate return of the rental object. For the case of carrying out a surrender claim, the lessee authorises us, irrevocably, or a third party contracted by us, to enter each room in which the rental item or parts are located. The lessee renounces the right to get the goods back in the case of enforcement, regardless of the legal grounds.

## **9. Responsibility of the lessor**

For any damage that results, whatever the legal reasons, we, in principle, only demand liability when there has been intent or gross negligence. In the case of damage from considerable contract obligations, in the case of error from assured properties, as well as by injury to life, body or health, if the damage was due to minor negligence. The liability in cases of moderately negligent damage to considerable agreement responsibilities will be limited to typical agreement and predictable damages. In these cases, we are not liable for indirect damages, consequential damages or loss of profit. Especially excluded is liability for directly or indirectly resulting damages, which, through loss of function or breakdown of the rental item, together with accessories, arises at the place of production.

As far as the liability according to the above-mentioned provisions is limited or excluded, this is also valid for our representatives, employers, employees and sub-contractors. A possible liability according to the product liability law remains unaffected.

## **10. Insurance**

The objects being rented are insured according to the general terms and conditions of the electronic insurance (AEB). The insurance agreement contains a liability without fault excess of EUR 1,000.00 in each case of damage. The terms and conditions of the insurance are open to inspection at our offices. It is expressly stated that the insurance agreement is only valid in Europe. If the lessee wants to take the objects to a place outside Europe, they should let us know before the conclusion of the contract, so that sufficient time is available to insure the rental object against increased risk. In the case of dangerous operations, such as by car, helicopter, underwater, high seas (outside the three-mile zone), high mountains and similar, it is necessary to take out an additional insurance with us with all the appropriate information at the time of concluding the agreement. The cost of any additional insurance that is required will be borne in each case by the lessee.

In the event of theft, embezzlement, robbery or misappropriation through third parties or other loss of the rental object, the lessee is obliged to inform the police without delay and to prepare a detailed report claim. Failure to follow this obligation will lead to the lessee taking full responsibility for any loss. Damages to lighting materials and cathode ray tubes are not covered by the terms and conditions of the insurance.

## **11. Responsibility of the lessee/failure**

During the total duration of the rental period, the lessor takes over responsibility for the rented objects and all the accessories, including for accidents. If damage occurs during the use of the rental item through the lessee or a third party, which is attributable to the unqualified or inexperienced operation of the rental item or accessories, the lessee is fully responsible for this and must on demand free us from responsibility towards third parties. If there is an insurance or a hazard and if a damage occurs that is beyond the extent of the insurance, the lessee is responsible for the difference.

If the lessee returns the rental object with a defect or does not return it, they must pay the rental during the repair or replacement period, unless the lessee can show that no or limited damage has resulted.

## **12. Payment terms and conditions**

Payment is in principle agreed at the time of delivery or handover of goods. Any change in payment terms must be agreed in writing.

Any offset against our demands is excluded, that it would be then be established that the counter-demand is undisputed or have the force of law. The same applies for the enforcement of a rights of retention. Should the lessee get behind with the rental payment or another amount, we are authorised to add late interest charges of 8% above the base interest rate. In the case of a late payment warning letter, we are authorised to charge a fee of EUR 5.00. The enforcement of a further damages payment remains unaffected.

Agreed price reductions will become invalid in the case of payment default by the lessee as well as in the case of a court enforcement of our demands.

## **14. Place of fulfilment, choice of law and place of jurisdiction**

The place of fulfilment for the delivery and services for this contract is Cologne. For the basis of the conditions for the concluded contracts and following demands German law is valid. For all present and future claims resulting from the business relationship, including exchange and cheque demands, if the agreement business owner, legal entity of public law or special fund under

public law, the court of jurisdiction will be exclusively in Cologne.

## **15. Written form**

Verbal collateral agreements are not affected by this agreement. Changes and amendments as well as partial or complete abolition of the agreement require confirmation in writing.

## **16. Severability clause**

Should a provision or several provisions of this agreement be or become void, the remaining provisions will remain valid. The parties undertake to replace the void provision with a valid provision, which corresponds most closely to the original commercial content.