

RED RENTAL by MAAN AB

General Terms & Conditions for Rental Equipment

1 Scope of conditions

1.1 Any agreement must be made in writing. A booking is binding once an order has been confirmed in writing by the customer. RED RENTAL by MAAN AB, from here on referred to as "RED RENTAL", is also accepting verbal bookings, but in these cases 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 RED RENTAL's rental equipment, unless otherwise agreed specifically in writing.

1.3 The following Conditions shall replace all previously written agreements regarding RED RENTAL's rental equipment.

1.4 Any quote received by RED RENTAL is valid 30 working days as per the quotation/estimate has been provided and will automatically expire after that time, unless other quotation period is agreed upon in writing.

2 The extent and price of RED RENTAL's rental equipment

2.1 The extent and price of RED RENTAL's rental equipment appear from the quotation made by RED RENTAL 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 charged as per account rendered based on RED RENTAL's general price list.

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 To RED RENTAL'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 RED RENTAL 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 RED RENTAL's address Polstjärnegatan 14, 41752 Göteborg, Sweden.

3.2 The equipment must, unless otherwise agreed, be picked up and returned within RED RENTAL's regular opening hours, which are weekdays between 8:00 a.m. and 5:00 p.m. However, it is possible by request and agreement in writing, to arrange pick-up and drop-off outside normal opening hours.

3.3 The equipment can be picked up from 8.00 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 a valid company registration certificate issued by legal authorities.

3.5 If it is confirmed that the rental equipment shall be delivered to the customer, the equipment is delivered (by air, sea or road) at the customer's full expense and risk from the moment the equipment leaves the RED RENTAL premises at Polstjärnegatan 14, 41752 Göteborg, Sweden.

3.6 When shipping equipment to certain countries, an ATA-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 08.00 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 RED RENTAL will deliver the equipment to the customer, the rental period will commence upon the date and time the equipment leaves the premises of RED RENTAL.

4.2 Prior to the end of the rental period, the customer may at any time during the rental period request RED RENTAL to extend the rental period. RED RENTAL will endeavor to fulfill such requests for extensions, but RED RENTAL 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 30 days from invoice date, unless otherwise agreed.

5.3 Any invoice must be paid for the entire agreed rental period. However, if the equipment is returned before the end of the agreed rental period, RED RENTAL will endeavor to rent the equipment out to another party. To the extent RED RENTAL 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 RED RENTAL's address, and RED RENTAL is entitled to charge an additional delay delivery fee and make claims against the customer corresponding to the incurred costs and losses suffered by RED RENTAL.

5.5 In addition to the rental price, RED RENTAL is entitled to charge a deposit equal to 30 % of the value of the equipment. However, the minimum deposit is SEK 10 000 for rental in Sweden and the rest of the EU, and the minimum deposit is SEK 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 RED RENTAL is not responsible for ensuring that the work can be carried out (service, quality and costwise) within the estimate, in cases where work is managed when RED RENTAL isn't present on the set and able to supervise. RED RENTAL can only be in charge of the on-set support/assistance in cases where there is a written agreement/accepted quotation in terms of the services/support given by RED RENTAL.

6.2 Unless otherwise agreed, cost relating to transportation, food and accomodation 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 additionally.

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 long-term rentals (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.

7.3 Regardless of when cancellation takes place, the customer shall be liable for any costs and losses incurred by RED RENTAL as a consequence of the cancelled order.

8. Support

8.1 RED RENTAL 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, RED RENTAL - if requested - will give a brief instruction in the use of the equipment.

8.3 RED RENTAL is having a 24/7 phone support on +46 31 802190, available all days and all hours, and will be charged when used as per current price and conditions.

9. The use of the equipment

9.1 The customer is fully responsible for the proper use and care of the equipment during the rental period.

9.2 The equipment may only be operated by persons employed by the customer and who have experience in operating similar equipment. RED RENTAL 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 Sweden. At RED RENTAL's request, the customer must state within 4 hours from the request, where the equipment is located and give RED RENTAL 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 is in doubt in terms of the definition of "extreme circumstances", the customer should always contact RED RENTAL in writing and get a written response before proceeding to expose the equipment to such circumstance.

9.5 The customer may not disassemble, repair, adjust, service or otherwise modify the equipment. The customer cannot claim any costs of servicing, repairs, etc, of the equipment to be reimbursed by RED RENTAL without prior written agreement with RED RENTAL.

10. Condition of the equipment

10.1 The equipment has been inspected by RED RENTAL 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 RED RENTAL in writing of any visible defects. If the equipment is picked up outside RED RENTAL's opening hours, the customer can report any defects in writing to RED RENTAL. When renting equipment for underwater use, it is especially important that the customer prior to use, checks and makes sure that the equipment is water tight. Any question and/or doubt will need to be raised to RED RENTAL in writing.

10.3 If the customer does not inform RED RENTAL 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. Any errors, such as for instance pixel errors, sensor errors and the like, must be reported to RED RENTAL immediately (see § 10.3).

10.5 If any defects are found in the equipment, RED RENTAL undertakes, at its discretion, to either replace the equipment with similar equipment (not necessarily the same type and model 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 RED RENTAL, properly packed, clean and in the same condition as it was delivered (except for ordinary wear and tear).

10.7 RED RENTAL's identification marks can not 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 will be charged by RED RENTAL for the labour (hourly rate anytime given by RED RENTAL, currently a minimum hourly rate of SEK 750) to clean, repair or service the equipment, either performed by RED RENTAL 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, RED RENTAL may, in addition to any loss, charge the customer a penalty of SEK 20 000.

11. Damage or loss of equipment

11.1 The customer is responsible for any damage or loss of the equipment from the receipt of the equipment and until the equipment is fully returned to RED RENTAL. The customer is also responsible for any accidental damage or damage to the equipment and theft of the equipment during the rental period.

11.2 If the equipment is damaged or lost, the customer must immediately inform RED RENTAL accordingly (= at the latest same calendar day). Damaged equipment must be returned to RED RENTAL for an assessment of whether the equipment shall be repaired or replaced. In case of theft, the customer must issue and file a full 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, RED RENTAL 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 RED RENTAL

13.1 RED RENTAL can not 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 RED RENTAL 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 RED RENTAL is only responsible for personal injury, if such personal injury is caused by errors or omissions by RED RENTAL or by others for whom RED RENTAL is responsible.

13.4 RED RENTAL 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 RED RENTAL's services.

14. Insurance

14.1 Unless otherwise agreed, RED RENTAL will provide and charge the customer for standard insurance covering damage to the equipment and theft of the equipment. The insurance terms will be provided to the customer upon request. It is the customer's responsibility to inform himself/herself of the insurance conditions of RED RENTAL.

14.2 Any insurance excess shall be paid by the customer. The insurance excess is equal to 1 x Price Base Amount (Prisbasbelopp), as defined and updated annually by Swedish authorities, per occasion of injury.

14.3 In addition to the rental price and the insurance price, when customer is renting equipment for SEK 10 000 or more, RED RENTAL and the customer can agree to add a Deductible Reduction limiting the deductible to SEK 10 000 per occasion of injury, priced as following:

- a) Deductible Reduction price, when renting for use within Sweden: 5% of the total rental cost.
- b) When renting for use within Europe (outside Sweden): 8% of the rental price.
- c) When renting for use of the equipment outside Europe, the price of the Deductible Reduction coverage is specifically agreed in each case.

14.4 Notwithstanding the fact that the customer has paid for the insurance of the equipment, the customer must pay compensation to RED RENTAL 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 RED RENTAL has no control, such as fire, war, failure to supply raw materials, governmental provisions, and lack of means of transport. If RED RENTAL wishes to invoke this provision, RED RENTAL shall without undue delay inform the customer hereof.

15.2 As long as RED RENTAL 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 RED RENTAL.

15.3 RED RENTAL 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 RED RENTAL and the customer shall be settled by Swedish law.

16.2 At first any dispute shall be sought to be solved by negotiation with participation of RED RENTAL 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 Göteborgs Tingsrätt, irrespective of the nature and size of the case.