

GENERAL RENTAL TERMS AND CONDITIONS

DAGSLJUS FILMEQUIPMENT AB AND DAGSLJUS LAPPLAND AB

The following terms and conditions apply to the rental of equipment and sales of goods and services by the renter as described below.

1. DEFINITIONS

- (a) In these General Terms and Conditions, the following terms shall be interpreted as follows.
- (b) The Parties:
 - i. 'Renter' refers to the renter specified in the Offer.
 - ii. 'Customer' refers to the legal or natural person who rents or purchases goods or services from the Renter in the manner stated in the Offer.
- (c) 'Equipment' refers to film production equipment and associated material and accessories, as well as products, material, vehicles and generators that are rented or sold by the Renter, and spare parts and accessories for this equipment.
- (d) 'Renter's staff' refers to employees, representatives, subcontractors or other persons providing services on behalf of the Renter.
- (e) 'Rental charges' refers to the agreed amounts to be paid for the rental of the equipment and/or for goods and services that the Customer purchases from the Renter.
- (f) 'Offer' refers to a written tender from the Renter to the Customer with details of prices, quantities and rental periods for Equipment and services offered by the Renter.
- (g) In the event that the terms and conditions in this agreement were not in accordance with the terms and conditions in the Offer or a special agreement according to paragraphs 12 and 13 below, the terms and conditions in the Offer and the special agreement shall prevail.

2. AGREEMENT AND ACCEPTANCE OF THE GENERAL TERMS AND CONDITIONS

- (a) An agreement between the parties is concluded when the Customer, via e-mail or otherwise, in writing, accepts the Renter's provided Offer.
- (b) The Customer's acceptance of the Offer also means that these General Rental Terms and Conditions are accepted as an integral part of the agreement between the parties.

3. RENTAL PERIOD

- (a) 'The Rental Period' starts on the delivery date and is ongoing until the Termination Date. 'Delivery Date' refers to (i) the day of delivery according to the definition in paragraph 5 (a) or (ii) the day specified in the Offer, whichever is sooner. 'Termination Date' refers to the date occurring last out of (i) the date when all Equipment has been returned to the Renter's place of business; (ii) the date on which the Customer has agreed to return the Equipment to the Renter in accordance with the Offer or (iii) when the service that the Customer has ordered from the Renter has been completed.
- (b) The shortest Rental Period is one day.
- (c) The Renter shall make the Equipment available for delivery on the agreed delivery date. The Renter is not liable for delays due to circumstances outside the Renter's control, provided that the Renter informs the Customer of these circumstances within a reasonable period of time.
- (d) If delivery occurs later than agreed and the delay is due to the Customer's failure to accept the delivery without a valid reason or failure to collect the Equipment, the Renter shall be entitled to receive full compensation for the days for which the Customer failed to accept the delivery and/or failed to collect the Equipment.
- (e) The Rental Period may be extended through an agreement between the Parties. However, the Renter has no obligation to extend the Rental Period and has the right to request that the Equipment is immediately returned to the Renter after the expiration of the Rental Period.
- (f) Normal opening hours at the Renter's place of business are weekdays, Monday–Friday from 8am to 5pm.

4. RENTAL CHARGES

- (a) The Rental Charges are specified in the Offer accepted by the Customer.
- (b) The Rental Charges shall be calculated from the Delivery Date to the Termination Date. In the event that the Equipment has not been returned at 5am at the latest the day after the expiration of the Rental Period, a Rental Charge will apply for every initiated 24-hour period or according to the applicable price list at any given time.
- (c) If not otherwise agreed, the following shall apply in case of the Customer's cancellation.
 - (i) When the agreed Rental Period amounts to a maximum of seven (7) days, a cancellation fee of 50% of the Rental Charge shall apply if the cancellation occurs later than 24 hours before the Delivery Date.
 - (ii) When the agreed Rental Period exceeds seven (7) days, a cancellation fee of 50% of the Rental Charge shall apply if the cancellation occurs later than 48 hours before the Delivery Date.
- (d) The Customer does not have the right to offset the Rental Charge against any claim on the Renter.
- (e) In those cases where the Renter's Staff is included in the Rental Charge, overtime allowance and additional costs (such as travel, accommodation, vaccination, visas, etc.) may apply in accordance with the Renter's applicable price list at any given time.
- (f) Value-added tax (VAT) will be added to the Rental Charges and other costs and prices specified in the Offer.
- (g) The Customer is responsible for taxes, fees, duties and all other costs and obligations related to the rental, use, and transport of the Equipment.
- (h) We require advance payment of foreign companies unless otherwise is specified in the Offer or any other special agreement.
- (i) In case of late payment, interest on overdue payment will apply by law.

5. DELIVERY, DELIVERY CONTROL AND DELIVERY NOTE

- (a) Delivery to the Customer of Equipment and/or purchased Goods shall be deemed to have been taken place when the Equipment has left the warehouse or the Renter's place of business, or has been otherwise surrendered to the Customer or other party that the Customer employs for receipt of the delivery.
- (b) The Customer shall be responsible for the collection and return of the Equipment. The Renter has the right to determine the delivery method for the Equipment. The Customer bears the risk and the costs for the delivery regardless of whether (i) the Customer has picked up the Equipment himself, (ii) the Customer has arranged for a courier company or equivalent to pick up the Equipment or (iii) the Customer has instructed the Renter to arrange for a courier company or equivalent to pick up the Equipment.
- (c) The Customer is required to check and test the Equipment and Goods immediately upon receipt by the Customer.
- (d) At each delivery, the Renter shall provide the Customer with a delivery note on which the Equipment and purchased Goods are specified. When the Customer has received, checked and tested the Equipment, the delivery note shall be signed by the Customer.

6. USE OF THE EQUIPMENT AND SAFETY REGULATIONS

- (a) The equipment may only be used in accordance with applicable technical specifications and may only be assembled, operated and disassembled by qualified staff. The Customer is responsible for observing and complying with all applicable safety regulations and preventive measures. The Customer shall also be responsible for storing the Equipment during the Rental Period.
- (b) In addition to the above, the Customer shall:
 - (i) Refrain from using the Equipment for purposes other than those intended by the manufacturer;
 - (ii) Refrain from lending, renting, pawning or otherwise transferring or pledging the Equipment.
 - (iii) Allow persons other than the Customer or subordinates of the Customer and who are sufficiently qualified to operate, examine or evaluate the Equipment;
 - (iv) Refrain from modifying or disassembling the Equipment, except for standard cleaning and maintenance in accordance with paragraph 8 below;
 - (v) Refrain from connecting anything to the Equipment in such a way that the Equipment is at risk of being damaged;
 - (vi) Take all reasonable precautions to prevent the Equipment from being lost or damaged during the Rental Period;
 - (vii) Inform the Renter of any defects on the Equipment within 24 hours from the discovery of the defect(s) by the Customer;
 - (viii) Not without the Renter's written authorisation use the Equipment during abnormal or risky assignments or, in the case of air transport, use anything other than regular flights operated by reputable airlines.
- (c) Without written consent of the Renter, the equipment may not be mounted on drones.
- (d) Vehicles that the Renter rents to the Customer may not be used
 - (i) for the transport of passengers or goods in return for financial compensation;
 - (ii) To tow, push or otherwise move another vehicle or trailer without the Renter's express written authorisation
 - (iii) by persons who do not have a valid driving license for the relevant vehicle category and/or are under the influence of alcohol, medications or drugs. When the vehicle is not in use, the wheel lock must always be engaged and the vehicle doors always be locked. If the vehicle is involved in a traffic accident, the Customer and the driver shall act to safeguard the interests of the Renter and insurance provider.
- (e) When operating the Equipment, the Customer shall comply with all applicable laws and regulations, including but not limited to, the use, handling and transport of the Equipment.

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- (f) The Customer shall indemnify the Renter against all claims for compensation for damages, fees, costs, penalties, fines and obligations arising during the Rental Period due to the Customer's
- (g) (i) failure to comply with or violation of laws and regulations, or
(ii) the Customer's breach of this agreement.
- (h) The Renter is not responsible for errors in or the loss of data, files and/or other material recorded with or otherwise created using the rented Equipment or the Renter's Staff.
- (i) The Customer does not have the right to move the Equipment outside Sweden unless written authorisation from the Renter has been obtained in advance.
- (j) Notwithstanding the foregoing, Customers who are rental companies of cinematographic equipment are allowed to forward the Renter's Equipment within Sweden, Finland and Estonia ('subrental').

7. RETURNING EQUIPMENT

- (a) The Customer shall, at its own expense, return the Equipment to the Renter's place of business in the same condition it was in at the time of delivery.
- (b) All vehicles and generators are delivered to and returned by the Customer with a full tank. The Renter has the right to invoice the Customer for the refilling of the tank, with the addition of a service fee.

8. MAINTENANCE AND REPAIRS

- (a) Standard cleaning and maintenance of the Equipment, including cleaning and lubrication of moving parts, cleaning of lenses and filters, replacement and cleaning of frosted glass, rudimentary troubleshooting, including replacement of fuses and replaceable circuit boards, as well as general cleaning, shall be undertaken by the Customer at the Customer's expense. Maintenance and repairs may only be carried out by skilled staff with access to detailed maintenance and service instructions. If the Equipment requires repairs in addition to standard cleaning and maintenance as a result of damages or wear that have occurred during the Rental Period, this work shall be managed by the Renter but paid by the Customer.
- (b) The Customer is responsible for the transport, repair or replacement of Equipment due to damages beyond the usual wear and tear that occurs during the Rental Period.

9. LOST EQUIPMENT, DAMAGE AND INSURANCE

- (a) The Equipment is insured against loss or damage. However, the insurance condition stipulates that the rented property must be handled with the necessary care.
- (b) The Customer is responsible for the Renter's excess equivalent to one Swedish base amount ("basbelopp") and for any reduction of or in the event of no insurance compensation at all due to the Customer's negligence.
- (c) In addition, the Customer is recommended to keep liability insurance for the rented / leased property against loss or damage that arises due to the Customer violating safety regulations under 6 (a) – (j) above or due to other negligence.
- (d) The Renter will check and inspect the Equipment when it has been returned at the end of the Rental Period.
- (e) The Customer's liability ceases once the Renter has inspected and approved the Equipment after it has been returned.
- (f) Equipment that cannot be repaired, or Equipment that has been lost, shall be replaced/compensated with new or at least equivalent equipment.
- (g) If the Equipment is lost or damaged, the Customer shall:
 - (i) immediately notify the Renter of the facts (and, if necessary, file a police report) and take all practically possible measures to locate and retrieve the Equipment,
 - (ii) as soon as possible submit a complete written report of the circumstances of the loss or damage to the Renter and provide the Renter with the required information, and
 - (iii) report the damage/loss of the Equipment to the Customer's liability insurance company without delay.
- (h) The Renter reserves the right to terminate the Customer's use of the Equipment if the Renter finds that the Customer does not handle, or there is a risk that the Customer will not handle, the Equipment in a professional manner.
- (i) The Customer is liable for property damage, personal injury and/or pure pecuniary damage incurred by any third party during the Rental Period as a result of the transport or operation of the Equipment by the Customer or a third party engaged by the Customer.

10. NO WARRANTY, LIMITATION OF LIABILITY OR AWARD OF DAMAGES

- (a) The Renter is not responsible for any direct or indirect damage or loss caused by the Equipment and/or the manner in which it has been used or transported during the Rental Period.

11. BREACH OF AGREEMENT

- (a) In the event that the Customer breaches this agreement or any terms and conditions in the Offer, the Renter has the right to immediately request the return the Equipment by the Customer without losing the right to demand full compensation for the rental.
- (b) If the breach of the agreement is of major significance, the Renter has the right to cancel the agreement, request full compensation in accordance with the Offer and claim compensation for the damage that the Customer's breach of agreement has caused the Renter.

12. BACKUP SERVICES AND OTHER DATA MANAGEMENT SERVICES

- (a) If the Renter provides backup services and/or other data services on the Customer's behalf, the Parties shall enter into a special agreement regarding such services.

13. SERVICES DELIVERED BY THE RENTER'S STAFF

- (a) Special terms and conditions for services involving the rental of the Renter's staff shall be specified in the Offer or another special agreement.
- (b) The Renter's liability for damages at Customer site or a third party site is hence limited to the reimbursement of the fee for this service according to the special agreement.

14. DISPUTE

- (a) Disputes arising from this agreement shall be settled under Swedish law and in Swedish courts with the Stockholm District Court as the first instance.