

GENERAL RENTAL TERMS AND CONDITIONS

DAGSLJUS FILMEQUIPMENT AB AND DAGSLJUS LAPPLAND AB

The following terms and conditions apply to the rental of film production equipment and sales of goods and services by the Lessor as described below. For terms regarding vehicle rental we refer to our separate Rental Terms and Conditions for Vehicles.

1. DEFINITIONS

- (a) In these General Terms and Conditions, the following terms shall be interpreted as follows.
- (b) The Parties:
 - i. '*Lessor*' refers to the renter specified in the Offer.
 - ii. '*Client*' refers to the legal or natural person who rents or purchases goods or services from the Lessor in the manner stated in the Offer.
- (c) '*Equipment*' refers to film production equipment and associated material and accessories, as well as products, material and generators that are rented or sold by the Lessor, and spare parts and accessories for this equipment.
- (d) '*Lessor's staff*' refers to employees, representatives, subcontractors or other persons providing services on behalf of the Lessor.
- (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 Client purchases from the Lessor.
- (f) '*Offer*' refers to a written quotation from the Lessor to the Client with details of prices, quantities and rental periods for Equipment and services offered by the Lessor.
- (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 13 and 14 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 established when the Client, through email or by other means, provides written approval of the Lessor's submitted quotation. The Client also understands and accepts that verbal acceptance of the quotation, combined with the actual delivery and receipt of the rented equipment, is considered equivalent to written approval, signifying that the agreement is deemed to be concluded.
- (b) The Client'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 Lessor's place of business; (ii) the date on which the Client has agreed to return the Equipment to the Lessor in accordance with the Offer or (iii) when the service that the Client has ordered from the Lessor has been completed.
- (b) The shortest Rental Period is one day.
- (c) The Lessor shall make the Equipment available for delivery on the agreed delivery date. The Lessor is not liable for delays due to circumstances outside the Lessor's control, provided that the Lessor informs the Client of these circumstances within a reasonable period of time.
- (d) If delivery occurs later than agreed and the delay is due to the Client's failure to accept the delivery without a valid reason or failure to collect the Equipment, the Lessor shall be entitled to receive full compensation for the days for which the Client 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 Lessor has no obligation to extend the Rental Period and has the right to request that the Equipment is immediately returned to the Lessor after the expiration of the Rental Period.
- (f) Normal opening hours at the Lessor's place of business are weekdays, Monday–Friday from 8am to 5pm with closed for lunch 12pm–13pm.

4. RENTAL CHARGES

- (a) The Rental Charges are specified in the Offer accepted by the Client.
- (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 Client'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 Client does not have the right to offset the Rental Charge against any claim on the Lessor.
- (e) In those cases where the Lessor'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 Lessor'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 Client 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 Client of Equipment and/or purchased Goods shall be deemed to have been taken place when the Equipment has left the warehouse or the Lessor's place of business, or has been otherwise surrendered to the Client or other party that the Client employs for receipt of the delivery.
- (b) The Client shall be responsible for the collection and return of the Equipment. The Lessor has the right to determine the delivery method for the Equipment. The Client bears the risk and the costs for the delivery regardless of whether (i) the Client has picked up the Equipment himself, (ii) the Client has arranged for a courier company or equivalent to pick up the Equipment or (iii) the Client has instructed the Lessor to arrange for a courier company or equivalent to pick up the Equipment.
- (c) The Client is required to check and test the Equipment and Goods immediately upon receipt by the Client.
- (d) In connection with each delivery, the Lessor provides a delivery note specifying the equipment included in the delivery to the Client. If no written complaint is received within four (4) hours after delivery, for rental periods of up to seven (7) days, or within twelve (12) hours for rental periods exceeding seven (7) days, it is deemed correctly confirmed that the equipment listed on the delivery note has been delivered in working condition. The Client is then obliged to pay the rent for each specified equipment according to the delivery note.

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 Client is responsible for observing and complying with all applicable safety regulations and preventive measures. The Client shall also be responsible for storing the Equipment during the Rental Period.
- (b) In addition to the above, the Client 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 Client or subordinates of the Client 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 Lessor of any defects on the Equipment within 24 hours from the discovery of the defect(s) by the Client;
 - (viii) Not without the Lessor'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 Lessor, the equipment may not be mounted on drones.
- (d) When operating the Equipment, the Client shall comply with all applicable laws and regulations, including but not limited to, the use, handling and transport of the Equipment.
- (e) The Client shall indemnify the Lessor against all claims for compensation for damages, fees, costs, penalties, fines and obligations arising during the Rental Period due to the Client's (i) failure to comply with or violation of laws and regulations, or (ii) the Client's breach of this agreement.

- (f) The Lessor 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 Lessor's Staff.
- (g) The Client does not have the right to move the Equipment outside Sweden unless written authorisation from the Lessor has been obtained in advance.
- (h) Notwithstanding the foregoing, Client's who are rental companies of cinematographic equipment are allowed to forward the Lessor's Equipment within Sweden, Finland and Estonia ('subrental').

7. RETURNING EQUIPMENT

- (a) The Client shall, at its own expense, return the Equipment to the Lessor's place of business in the same condition it was in at the time of delivery.
- (b) All generators are delivered to and returned by the Client with a full tank. The Lessor has the right to invoice the Client 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 Client at the Client'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 Lessor but paid by the Client.
- (b) The Client 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 AND DAMAGE

- (a) The Client is responsible for the Equipment throughout the Rental Period, from the start of the Rental Period until the Lessor has approved the return. The Client is liable for any damages or loss of Equipment during this period.
- (b) The Lessor will check and inspect the Equipment when it has been returned at the end of the Rental Period.
- (c) The Client's liability ceases once the Lessor has inspected and approved the Equipment after it has been returned.
- (d) If the Equipment is lost or damaged, the Client shall:
 - (i) immediately notify the Lessor 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 Lessor and provide the Lessor with the required information, and
 - (iii) report the damage/loss of the Equipment to the Client's liability insurance company without delay.
- (e) Damage or loss shall be compensated by the Client based on the principle of replacement value.
- (f) Damaged or missing equipment will be charged until the equipment is repaired or returned, unless otherwise agreed.
- (g) The Lessor reserves the right to terminate the Client's use of the Equipment if the Lessor finds that the Client does not handle, or there is a risk that the Client will not handle, the Equipment in a professional manner.
- (h) The Client 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 Client or a third party engaged by the Client.

10. INSURANCE

- (a) The equipment is insured against loss or damage. The insurance terms stipulate that the rented property should be handled with due care.
- (b) The Client is responsible for the excess, equivalent to a one Swedish price base amount ("Prisbasbelopp") per incident, as well as for any reduction or complete lack of insurance compensation.
- (c) If the Lessor and, secondarily, the insurance company determine that damage has occurred due to negligence, lack of knowledge, or intent, the Client is responsible for the costs of repairing the damaged equipment. If the Lessor deems that repairing the damage is not possible, the Client is responsible for all costs associated with acquiring new equivalent equipment.
- (d) The Client is responsible for any difference between the insurance company's compensation and the replacement value.
- (e) The Lessor reserves the right to demand the Client, at the Client's expense, to acquire insurance coverage to maintain their own liability insurance for the rented property against loss or damage arising from the Client's violation of safety regulations under 6 (a)-(h) above or due to other negligence. The Customer must obtain and pay for such insurance coverage in such a way that the insurance becomes effective before the start of the Rental Period.

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

- (a) The Lessor 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.

12. BREACH OF AGREEMENT

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

13. BACKUP SERVICES AND OTHER DATA MANAGEMENT SERVICES

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

14. SERVICES DELIVERED BY THE LESSOR'S STAFF

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

15. SERVICES DELIVERED BY THE LESSOR'S STAFF

- (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.