1. DETAILS OF THE LESSOR

1.1. Corporate name: ARRI Rental Deutschland GmbH Magyarországi Fióktelepe
Registered seat: 1151 Budapest, Felsőkert utca 6.
Company reg. No.: 01-17-000637
Tax No.: 22688873-2-42
hereinafter: "ARRI" or "Lessor"

1.2. ARRI, as the Hungarian branch office of a foreign entity, concludes its agreements for the benefit of ARRI Rental Deutschland GmbH.

1.3. ARRI’s business activity is related to the short-term rental of cinematographic equipment.

2. SCOPE AND APPLICATION OF THE GENERAL TERMS AND CONDITIONS

2.1. The below general terms and conditions (hereinafter: "GTC") shall be applicable, without limitation to all rental relationships which are concluded - in relation to activity pursued on the territory of Hungary - between ARRI, as the lessor and its clients, as lessee (hereinafter: "Client", whereas ARRI and the Lessee hereinafter: "Parties"). The provisions of the GTC shall be applicable to the Parties’ rental relationship in case the Parties’ separate agreement does not contain different or contradictory provisions.

2.2. In case ARRI’s GTC are in conflict with the Client’ general terms and conditions or with the terms and conditions of any third party who formulates a business relationship with ARRI, then ARRI’s GTC shall be applicable to the Parties’ relations.

2.3. ARRI reserves the right to amend these GTC with pro futuro effect. The amended GTC shall be applicable upon the publication of the amended version on ARRI’s website (https://www.arrirental.com/en/terms-conditions).

3. OFFER, CONTRACT, DEADLINE AND DUE DATE

3.1. The followings shall be applicable for the contract formation procedure between the Parties:

(i) **Order (request for offer):** requests a quote for a detailed list of equipment from ARRI in writing.

(ii) **Confirmation of the order:** in response to the order, ARRI provides an offer in writing, specifying the rent of the items requested by the Client, the rental fee and the proposed hand-over dates.

(iii) **Acceptance of the offer, contract:** Client shall declare in writing if he accepts the offer. Provided that the Client confirms to accept ARRI’s offer without significant amendments, then the Parties’ related contract is formulated upon ARRI’s receipt of the declaration of acceptance. ARRI’s offer shall be considered accepted and the contract formulated, if the Client’s declaration of acceptance consists of such amendments, which only supplements or contradicts non-significant terms of ARRI’s offer.

Otherwise the rules set out in Sections 6:63-6:69 of the Hungarian Civil Code shall be applicable for the contract formation procedure, whereas the declarations made via email shall be deemed as written declarations.

3.2. **Information:** Client shall provide ARRI any and all information required for the formulation of ARRI’s offer in its order.

In case the information provided by the Client in its order is insufficient to formulate the offer, ARRI shall notify the Client in writing regarding the missing information. In such case the Client must provide the
required information to ARRI within 3 days reckoned from the receipt of ARRI’s notice. If the Client fails to provide the required information to ARRI, then ARRI is not obliged to send an offer to the Client and no agreement is concluded between the Parties.

3.3. **Cooperation:** In order to perform the agreement Parties shall cooperate, especially in such case, if further information is required for the agreement’s performance, beyond the information contained in the order. Client shall provide such information within 3 days reckoned from ARRI’s relating notice.

3.4. The agreement between the Parties is formulated with the terms contained in ARRI’s offer and in the Client’s declaration of acceptance. In order to record the agreement’s terms, Parties shall put the agreement into writing subsequently, if they do not agree otherwise. The Parties’ failure to put the agreement into writing do not affect the agreement’s validity.

3.5. Parties may amend the agreement in writing. Client must send the request for the agreement’s amendment via email, registered mail or fax to ARRI, whereas ARRI shall confirm such request also via email, registered mail or fax. If a request for amendment is accepted, the amendment shall be attached to the original agreement.

4. **ARRI’S SERVICES**

4.1. ARRI is engaged in business activity related to the provision of film equipment to productions (camera, lights, grips etc.) as a complex service in short-, fixed-term lease constructions. ARRI’s complex service consists of the lease of the required equipment, and, if necessary, the provision of specialist personnel for the operation of the equipment. The leased equipment shall be used for the purpose of film production in Hungary.

4.2. The leased equipment is either ARRI’s own or used by ARRI pursuant to respective lease agreements. The equipment leased by ARRI is owned by ARRI Rental Deutschland GmbH or by another contractual partner of ARRI. The equipment’s ownership will not be transferred to the Client, neither partially nor entirely.

4.3. **Operation services**

4.3.1. As part of its complex service, upon the Client’s related request (or in case of specific equipment, compulsorily) ARRI provides the specialists for the operation of the leased equipment during the entire lease period. Client shall indicate in its offer, if ARRI specialists are required for the operation. If ARRI is not able to provide the specialist in the indicated period, ARRI shall include the related notice to the Client in the offer.

4.3.2. If in accordance with this section ARRI provides personnel to the Client, then in this regard, the Parties relationship shall be governed by the Civil Code’s provisions on agency agreements. Accordingly ARRI shall make sure that specialists – under valid agreements with ARRI - with the necessary qualification for the operation of the equipment are at the Client’s service in the designated period and they undertake work in accordance with the Client’s instructions.

4.3.3. Parties shall agree on daily price and number of days of service personnel provided by ARRI. This is an important part of the Agreement between parties, hence if this part is missing then the contract between parties is not valid. The work provided by ARRI personnel are charged to the customer in addition to rental fees on separate invoices. The daily price of personnel provided by ARRI covers 8 hours availability for services. Overhours exceeding daily 8 hours will be charged in addition by ARRI to the customer. For overhours a special rate will apply. If the client requires less than 8 hours availability from ARRI provided specialist, then client shall pay the whole daily price agreed.

4.3.4. ARRI is entitled to perform its duties relating to the operation activity by the involvement of subcontractors. In such case ARRI shall be liable to the same extent as for its own actions.

5. **TERMS AND CONDITIONS OF THE RENTAL ACTIVITY**

5.1. By signing the Agreement, the Parties enter into a rental relationship for renting Equipment.
5.2. ARRI shall hand-over the Equipment listed in the accepted offer at the place and time specified therein, or, as a general rule, at ARRI’s premises.

5.3. On the day determined by the Parties as the handover of the Equipment, ARRI shall hand over the Equipment to the Client, and the Parties shall conclude a handover record, provided that the Equipment can only be handed over if a delivery note is issued. By signing the delivery note, the Client confirms the receipt of the Equipment. From the receipt of the Equipment until their return, the Client is responsible for the Equipment.

5.4. Upon receipt of the Equipment (or previously at ARRI’s premises), the Client shall examine it and its accessories, including the vehicles, whether they are in perfect condition, their operation is proper, or they have any defect. The Client shall be entitled to use the Equipment only after checking it. The Client is obliged to carry out the examination and notify ARRI of any defects within the time period specified in the contract. The Client is obliged to notify ARRI that it has carried out the examination and started to use the Equipment. If the Client does not send such notification within the abovementioned deadline, or starts to use the Equipment without it, then it shall be presumed that the Equipment was in perfect condition, and they operated properly at the time of the handover.

5.5. Upon the termination of the Agreement, the Lessee is obliged to return the Equipment to the Lessor completely and without any alterations, for which the Parties shall prepare a handover record, with delivery notes. By signing the delivery notes, ARRI certifies the receipt of the Equipment. ARRI shall examine the Equipment’s condition only after the receipt of the Equipment. ARRI shall examine the Equipment and notify the Client of any objections within 4 weeks.

6. RENTAL PERIOD, TERMINATION

6.1. The rental relationship between ARRI and the Client is established for the fixed term determined in the Agreement. In any case, the determined term shall be considered as a minimum rental period. Any change of equipment or lease period requires a new mutual agreement.

6.2. The rental period shall commence on the hand-over day, and it shall terminate (if its term is not extended) with the fixed term’s expiration date.

6.3. In the period between the signing of the Agreement and the hand-over date, the Client may rescind the Agreement and the Agreement terminates in such case. If the Client notifies ARRI about its intent to rescind the Agreement in the last 24 hours prior to the rental period’s commencements, then the Client shall pay a compensation to ARRI in the amount equivalent to 50% of the rental fee.

6.4. Following to the commencement of the rental period, but prior to the expiration of the fixed term, the Agreement can only be terminated by the Parties’ joint agreement or by termination with immediate effect. Parties are not entitled to unilaterally terminate the Agreement, with ordinary termination.

6.5. Parties agree that each Party shall be entitled to terminate this Agreement with immediate effect only in the event of its serious breach by the other Party, by sending a unilateral written notice addressed to the other Party. Parties agree that, before the termination, the Party shall call the other Party in writing to remedy the breach of the Agreement within a reasonable deadline, which cannot be less than 48 hours. This Agreement may only be terminated only after such deadline expires without effect. In the event of late payment, such written notice shall always be applied.

7. RENTAL FEE

7.1. The rental fee for the equipment is determined in the Agreement. Clients accepts the rental fee by approving ARRI’s offer.

7.2. Client shall pay the rental fee for each package on the basis of the invoice issued by ARRI and handed over to the Client within 14 (fourteen) days of receipt of the invoice. ARRI shall be entitled to issue its invoice for the Equipment after the signing of the Agreement. Parties are entitled to settle their outstanding cash claims against each other by offsetting.

7.3. ARRI determines the rental fee as daily rental fee or in a package price.

7.4. The weekly rental fee equals the amount of - in case of camera equipment three daily rental fees - and in case of lighting and grip equipment five daily rental fees. Special weekend rental fees are applied for Saturdays, Sundays and public holidays. Further to that, the commenced half-days will be billed as full days. In case of vehicles, ARRI charges a lump-sum fee to cover the daily kilometer rate.
7.5. The prices contained in ARRI’s offer are net prices. ARRI reserves the right for the amendment of its prices.

7.6. The minimum rental fee is EUR 30. Client shall pay the rental fee below EUR 50 in cash at the time of the hand-over or the delivery of the equipment, after the receipt of ARRI’s invoice.

7.7. The customer shall bear all costs of transport and packaging including the return of the items shall to ARRI’s address. The customer shall bear the risk of transport, and this shall also apply in case we carry out transportation on their behalf. The customer must notify us immediately of any damages, in particular, of any transport-related damages.

8. **PAYMENT OF THE RENTAL FEE**

8.1. Client shall pay the rental fee to ARRI within 14 days of receipt of the relevant invoice issued in accordance with the agreement by bank transfer to the ARRI’s HUF or EUR denominated bank account specified in the Agreement, depending on the currency of payment.

8.2. In case of the agreement is formed between business entities, if the Client fails to pay the rental fee in time, the Client shall pay default interest to ARRI in the extent set out by the Civil Code, and in addition shall pay the HUF equivalent of EUR 40, with the exchange rate published by the Hungarian Central Bank on the first day of the starting date of the default interest payment obligation, in order to cover ARRI’s costs related to the enforcement of the payment. Compliance with this obligation shall not exempt the Client from any other legal consequences of the delay; however, the recovery costs shall be deducted from the damages.

8.3. Notwithstanding the terms of payment agreed upon the Agreement, if, after signing the Agreement, ARRI becomes aware of any circumstances which raise doubts about the Client’s solvency or willingness to pay, in particular, if the rent is not paid in due time or if a bankruptcy, liquidation, winding-up or enforcement proceedings have been instituted against the Client or the Client is subject to reorganization proceeding, or if the Client has an outstanding payment obligation towards ARRI under another agreement, then ARRI shall be entitled to issue its invoice of the total rental fee and to demand advance payment of the rental fee. In the absence of such demand ARRI shall have the right to request a partial advance payment from the Client.

If the Client refuses to pay the advance payment, or if the Client does not fulfil its payment obligation, despite the receipt of ARRI’s invoice and ARRI’s payment notice setting and extended deadline for payment, within the additional period of 8 days after receipt of the ARRI’s notice, ARRI shall have the right to terminate the contract with immediate effect.

8.4. The Client’s right to offset its claims against ARRI’s claims for rental fee or other payable amounts is limited to the Clients claims established by a final and enforceable judgment or other decision of the public authorities, or claims in relation to which offsetting the Parties have agreed in writing.

8.5. If the Client becomes insolvent for any reason, ARRI shall be entitled to obtain the remaining claims from the assets transferred by the Client to other entities of the ARRI Group in course of other business relationships.

9. **RIGHTS AND OBLIGATIONS OF THE ARRI**

9.1. ARRI is obliged to ensure the Client the proper and uninterrupted use of the leased equipment throughout the term of the lease as set out in this GTC and in the Agreement.

9.2. ARRI is entitled at any time during the rental period, at a time agreed with the Client in advance, to examine the condition of the Equipment and their proper use.

9.3. ARRI reserves the right to use a subcontractor to fulfil its obligations under this Agreement. ARRI shall be responsible for the performance of the involved subcontractors, as if it had acted on its own.

10. **RIGHTS AND OBLIGATIONS OF THE CLIENT**

10.1. Upon signing the Agreement, ARRI grants the right to use the Equipment to the Client and its subcontractors, employees, staff members and agents authorised by the Client.

10.2. Client shall use the Equipment with reasonable care and maintain its good condition. In addition thereto, the Client shall not change the device settings or calibrate them differently without ARRI’s prior written approval.

10.3. Client shall pay the rental fee to ARRI and shall bear any other costs incurred during the use and delivery of the Equipment, unless the Parties agree otherwise in the Agreement.

4
10.4. Client shall ensure that the Equipment are transported, stored and used in a safe manner during the entire rental period.

10.5. Client shall not be entitled to subrent or transfer the Equipment to third parties under any other title, except with the prior written consent of ARRI. If the Client breaches the above obligation, he shall be liable for any resulting damage. In the event that ARRI consents to transfer the Equipment to third parties, the Client shall be liable for that person, as if the Client were using the Equipment itself and shall therefore be liable for any damage to the assets.

10.6. Upon termination of the rental relationship, the Client shall return the Equipment to ARRI in the same condition as they were originally received, excluding wear and tear resulting from normal use.

10.7. In the event of damage to any of the leased equipment, the Client shall immediately inform ARRI.

11. RULES OF THE LEASED EQUIPMENT’S USE

11.1. Client shall inform ARRI in detail regarding the intended use of the Equipment in the order.

11.2. After the hand-over, Client is obliged to use the Equipment in compliance with its intended use. In all cases the Client is required to perform a full test run before using the Equipment. Client shall use the Equipment with good care and it shall use the Equipment according to its intended use.

11.3. Leased equipment (products) may only be set up in accordance with their technical characteristics and may only be assembled, operated or dismantled by competent persons. If the equipment is rented from ARRI without maintenance personnel, the renter shall ensure that the safety rules for the equipment are complied with.

11.4. Special provisions for the use of the rented vehicles

11.4.1. Rented vehicles shall not be used
   (i) for carrying passengers,
   (ii) drag, push or otherwise move another vehicle or trailer,
   (iii) by persons under the influence of alcohol or drugs.

11.4.2. The kilometer-rate charged for the use of leased vehicles is determined on the basis of the odometer values indicated on the vehicles. If an odometer does not work, the rate is determined as the distance measured on the map plus the administrative cost of 20%.

11.4.3. ARRI shall hand over all vehicles to the Client with a full tank, and accordingly the Client shall return the vehicle with a full tank. In the event of failure to do so, ARRI shall be entitled to charge the cost of the fuel to the Client.

11.4.4. In the event of an accident, the Client or driver shall represent the interests of ARRI and the insurance company.

11.4.5. Upon finishing of the use of the vehicle, the Client shall ensure that the steering wheel of the vehicle and the vehicle as a whole are closed.

11.4.6. During the use of the vehicle, the Client shall comply with all applicable laws, such as, where applicable, the ban on Sunday driving, the rules on the use of tachograph (time table), the rules on the carriage of goods (EKAER / GuKG) and in any case the driver carry the necessary transport documents. In the event of a breach of this obligation, payment of penalties shall be entirely the responsibility of the Client.

12. COPYRIGHT

12.1. By signing the Agreement ARRI declares and grants its consent thereto that the Client shall be - all over the world and without a time limit – the sole proprietor, owner of the stationary and cinematographic images, video tapes, digital files and recordings, photographs and sound recordings (including, where applicable, recordings of Equipment) created with using the Equipment – irrespective of whether any part thereof is actually utilized in the Film) (“Filmed Materials”) is used -, including without limitation all rights of copyright, trademark, patent, production, exploitation, manufacture, recordation, reproduction, transcription, performance, broadcast and exhibition of any art or method now known or hereafter devised; and Client shall have the free and unrestricted right to use and exploit the Filmed Materials throughout the universe in perpetuity in any manner whatsoever, as Client may designate in its sole discretion, including the right to reproduce, copy and simulate the Filmed Materials and to otherwise exploit the Filmed Materials.
12.2. In the event of a breach by the Client of its contractual obligations, ARRI shall be entitled only to claim damages, so by signing the Agreement, ARRI expressly waives the right to restrict the broadcasting or otherwise impede the production, advertising, publication, distribution or exploitation of the Film.

13. WARRANTY OBLIGATION

13.1. Client undertakes to reimburse ARRI for any damage to the Equipment incurred after the hand-over, except for those caused by the negligence or willful act or omission of ARRI (or any owner, employee or agent).

Client shall not be liable for any damage or defect to the Equipment caused by the following reasons:

(i) the existing defects of the Equipment at the time of handover to the Client,
(ii) faulty or failed repair or maintenance of the Equipment by ARRI,
(iii) ARRI's failure to keep the Equipment in a working condition,
(iv) the breach of this Agreement by ARRI.

13.2. ARRI declares, warrants and undertakes that:

(i) it is the lawful owner or it is entitled to use the Equipment and it is entitled to transfer to the Client the rights set out in the Agreement;
(ii) no further consent or approval is required in relation to the rights contained in the Agreement;
(iii) Client shall not pay to any person, company or company other than ARRI in order to fully acquire the rights attaching to the use of the Equipment;
(iv) the Equipment is and will continue to be suitable for the purposes intended and shall be in good working condition and available for the undisturbed use by the Client throughout the full term of the lease;
(v) ARRI shall not infringe the trademark, trade name, copyright, patent or any other right of any other person, firm or corporation;
(vi) ARRI is free to enter into this Agreement and is not subject to any conflicting obligations or disabilities, legal, financial or otherwise, which will materially interfere with performance of this Agreement; and
(vii) the Equipment provided by ARRI under the Agreement, is and will continue to be properly licensed and maintained in accordance with all applicable local and state laws, rules and regulations of all applicable governmental agencies.

14. LIABILITY FOR BREACH OF CONTRACT

14.1. Parties shall perform their commitments in full, and they shall be liable, if their performance is delayed or otherwise defective, the breaching Party shall be responsible for the consequences of the breach.

14.2. During the rental period Client shall be fully and unconditionally liable for any kind of damage (except for damage stemming from the cases determined in GTC’s Section 13.1.), including damage caused by theft, embezzlement, misappropriation by third parties or any other damage to the leased Equipment, irrespective of whether the damage itself was caused by Client’s guilty behavior. If the Client causes damage to the Equipment:

(i) if the Equipment can be repaired, ARRI shall take the necessary actions to repair the asset and the Client shall pay compensation equal to the cost of repair and the rental fee payable for the repair time of damaged equipment;
(ii) if the Equipment cannot be repaired or if it was lost, the Client shall pay the amount necessary to replace the Equipment as compensation.

14.3. In the event if the Client does not return the assets to ARRI at the end of the rental period, ARRI shall be entitled to initiate proceedings to get back the Equipment. In order to compensate for damage caused by delay the Client is obliged to pay the full rental fee, as agreed in the Agreement, for each day of the period from the date of default to the Equipment’s return of and to pay damages (including claims for damages enforced against ARRI, as well as ARRI’s lost profits) to ARRI to compensate ARRI for the damage caused by ARRI’s inability to rent the Equipment to another client due to the Client’s delay.

14.4. Client shall be liable for any damage, especially in case the damage was caused by the non professional handling of the Equipment by the Client or its subcontractors, employees, staff members, or its authorized people. Any damage shall be deemed as damage to the equipment, if it incurred to the Equipment, and the damage related to the repair or replacement of the Equipment (if required).

14.5. ARRI excludes its liability:
(i) for the damage caused by breach of contract to the Client’s property, and the Client’s lost profit (consequential damages);

(ii) for the damage caused by ARRI’s subcontractors, involved in the operation of the Equipment, intentional or grossly negligent conduct or omission. In the event of such damage, the Lessee shall enforce a claim for compensation directly against the subcontractor;

(iii) in the case of the return of vehicles, for objects left in the vehicles. If any third-party enforces claims against ARRI in respect of any objects left in a returned vehicle, shall be liable for the compensation of the third party.

14.6. In case any third party enforces a claim against ARRI with regard to the Client’s contractual breach the Client is obliged to reimburse ARRI for such claim and to fully relieve ARRI from any payment obligation.

14.7. In cases where ARRI’s liability is limited or excluded, the same applies to ARRI’s employees, staff, representatives and subcontractors.

14.8. Force Majeure

14.8.1. Neither Party shall be liable for the performance of the contractual obligation if the performance is hindered by the occurrence of inevitable event beyond the control of the Parties. Such circumstances are, for example natural disasters, fires, floods, measures taken by authorities, state of emergency, riot, civil uprising, war, strike, protest or similar stoppage of work or malfunction related to traffic, shortage of material.

14.8.2. In the event of a force majeure event the Party concerned shall notify the other Party in writing.

14.8.3. In the event of a force majeure event the contractual obligations of the parties shall be suspended if, as a result of force majeure, the Party is unable to fulfill them. If, due to the force majeure event, the duration of the suspension exceeds two months, either party shall have the right to terminate the Agreement with immediate effect or to withdraw from the Agreement.

14.8.4. In order to avoid misunderstandings, the Parties stipulate that events in force majeure do not exempt from the payment of the invoice for performed services.

15. INSURANCE

15.1. Client obliged to take out (and maintain it for the duration of the lease) property and liability insurance on the day preceding the start date of the lease period on cinematographic devices and their transport to cover the cost of replacement. Prior to the delivery of the leased Equipment Client must provide ARRI with the required certificate to prove that the insurance (insurance policy) has been issued in which ARRI is indicated as the beneficiary or as an additional insured person. The insurance provided by Client must cover the Equipment at a replacement value. In case the Equipment’s repair of the equipment is not possible or if the Equipment is repairable, it must provide cover for the entire damage, in particular but not limited to the cost of replacing the Equipment and the reimbursement of the rent lost. This clause is an essential element of the Agreement. Failure to comply with this provision constitutes a significant breach of contract.

15.2. If the renter fails to comply with the above obligation, ARRI shall be entitled to deny the hand-over of the leased Equipment, and in such case, ARRI shall not be liable for the delayed handover. Upon the Client's specific request the Client may conclude his insurance for filming equipment and transport via ARRI. In this case the insurance will be charged separately plus 10% of the rent charged, which includes the administrative fee for the insurance administration. If, at the Client's request, the liability of the insurance is borne by ARRI on domestic territory, the Client shall pay an accident compensation supplement of EUR 1 250 for each incident. ARRI shall be informed immediately about any change in the risk conditions and any circumstances outside the normal use of the device (increased risk) in writing, furthermore ARRI shall be informed before the Client starts using the Equipment thereafter. All other necessary insurance costs shall be borne by the Client irrespective of whether the Equipment is insured by itself or through ARRI.

16. MISCELLANEOUS PROVISIONS

16.1. Confidentiality: all facts, data and information relating to the relationship between the parties are trade secrets. The Client acknowledges that the documents, materials, drawings and specifications produced and transmitted by ARRI are the exclusive property of ARRI. Their use is not permitted in business concluded not with ARRI and the breach of this undertaking may result in a claim for compensation. ARRI (or any employee or agent of ARRI) undertakes not to divulge or disclose in any way, without time limit, any information, including the conclusion and content of the agreement, relating to production of the Film, the equipment used in the film or the film itself.
16.2. Personal data: ARRI shall be bound by the laws and recommendations in force at all times relating to the processing of data.

16.3. **Applicable law, legislation**

16.3.1. In matters not regulated by these general terms and conditions, the Agreement concluded by the Parties or the provisions of the applicable Hungarian regulation in force at all times, in particular the Civil Code, shall be applicable.

16.3.2. In the event of any dispute arising from the Agreement, Parties mutually submit to the competence of the Budai Központi Kerületi Bíróság and the Székesfehérvári Törvényszék (depending on the value of the case and competence).

16.3.3. The place of delivery is Budapest, Hungary.

16.3.4. If these GTC or the terms and conditions of any contract concluded between ARRI and the Client become invalid or unenforceable in full or in part, the validity of the remaining provisions or contracts shall not be affected. Any non-valid provision or contract shall be replaced by a valid provision or contract which best meets the original business purposes.

These general terms and Conditions shall remain valid until the new general terms and conditions issued by ARRI are effective.

Budapest, October 2022