



# **General Terms and Conditions – Rental**

## **§ 1 General, scope of application**

The following terms and conditions apply exclusively to all deliveries, services and offers of Second Reef GmbH (hereinafter referred to as Second Reef), unless otherwise agreed in writing. These terms and conditions also apply if Second Reef GmbH provides services to the customer without reservation in the knowledge of conflicting or deviating terms and conditions of the customer.

## **§ 2 Offers / order confirmations**

2.1

Offers made by Second Reef are subject to change unless they are expressly designated as binding by Second Reef. This also applies to the deadlines and dates specified by us. We expressly reserve the right to accept an order.

2.2

Second Reef's written order confirmation alone shall be decisive for the scope and type of delivery. Errors in sales brochures, price lists, offer

documents or other documents of Second Reef can be corrected without Second Reef being liable for damages or compensation for these errors.

2.4

The order and the order confirmation are saved by Second Reef and sent to the customer on request together with these GTC by email.

### **§ 3 Prices / Terms of payment / Delivery**

3.1

Unless otherwise agreed, the EURO is to be understood as the agreed currency.

3.2

In the case of bank transfer, the day prior to the crediting of the transferred amount to the Second Reef's bank shall be considered the day of payment.

3.3

Invoices without fixed payment terms are due immediately, but no later than two weeks after the invoice date. Upon a default in payment, any overdue amounts will accrue interest at a rate of 8% above the basic interest rate. Second Reef reserves its right to assert any further claims regarding damages resulting from a default.

3.4

Discounts shall only apply if agreed in writing on the order form and confirmed by Second Reef. In the absence of such an agreement, discounts shall not apply and shall be excluded.

3.5

The dates for delivery and/or provision of the goods are not binding unless a date has been agreed upon in writing by Second Reef.

## **§4 Rental Period / Rent**

4.1

The rental price to be paid for the rented equipment is specified in the rental agreement. The rental fee is calculated either on a weekly or daily basis, or as a flat fee for the entire rental period.

4.2

The rental period shall commence on the day the rented item leaves Second Reef's premises as agreed or is made available at the premises. The rental ends on the day of return, but no earlier than the end of the agreed rental period. If the rental material is delivered before 14.00 or returned after 10.00, the full daily rental price will be charged. There is no obligation to use the equipment, therefore all days will be charged even if the equipment is not used.

4.3

In the event that the rented item is returned after the time agreed upon in the rental agreement, the rental prices according to the currently valid price list are agreed upon as the usage fee for the period between the end of the rental agreement and the day on which the rented item is returned to our respective business premises or an agreed upon other destination.

4.4

The rental fee is the customer's consideration for the opportunity to use the rented item. All other costs for shipping and packaging, wear and tear and consumption will be charged separately.

## **§5 Lessor's Duties**

Second Reef shall provide the rental item for the contractually agreed purposes (commercial filming, etc.). Second Reef is obliged to inspect and maintain the rental equipment before handing it over to the lessee and to repair it if it is found to be defective at the time of handover.

## **§6 Rights and Obligations of the Customer**

### 6.1

The customer is obliged to provide precise information about the intended use and location of the rental object before the contract is concluded without being asked. Any unusual circumstances and forms of recording must be pointed out.

### 6.2

The rental item may only be operated by expert personnel. They must be made aware of the customer's obligations under the rental agreement. The customer must ensure that all applicable safety regulations are observed at all times. The use of the rental item in areas of unrest, in particular in civil war zones or war zones, in the event of violent riots, as well as in disaster areas and the exposure to radioactive radiation is not permitted. The customer is obliged to treat the rental item with care and to take suitable measures to protect the rental item, in particular to protect it from the effects of the weather, such as heat, strong sunlight, sand, dust, moisture, seawater or rain, etc., as well as to protect it during aerial, vehicle, high mountain, underwater, high seas or stunt filming. He must inform himself in good time about impending weather changes and extreme filming conditions and protect the rental object accordingly and insure it if necessary. The customer is obliged to carefully secure the rental object against loss and theft. The rental item must be protected by suitable packaging during loading and unloading and for transportation.

### 6.3

Commercial subletting by the customer is only permitted with written authorization.

### 6.4

The customer shall promptly notify Second Reef of any malfunction and/or alleged damage to the Equipment. Second Reef must be notified immediately of any defects in the rental item. If the customer does not comply with his obligation to inspect, Second Reef is no longer liable for damages due to the defectiveness of the rental item or for consequential damages. Acceptance of the rental item without notification of defects shall be deemed confirmation of completeness and perfect condition. In the event of defects that were not recognizable at the time of handover, the customer reserves the right to prove at a later date that the defects were already present at the time of handover. In the event that any Equipment is nonfunctional and/or damaged other than as a result of Customer's negligence or willful acts, Customer shall have the option of accepting other like Equipment in exchange for such nonfunctional Equipment or returning all Equipment and terminating this Agreement if Second Reef is unable to provide replacement Equipment in a timely manner. Rental charges for all such non-working Equipment so returned to Second Reef shall be abated from the time of acceptance and return to Rental Company. Similarly, rental charges shall accrue and be payable for any replacement Equipment.

### 6.5

At the end of the rental period, the customer must return the rental item undamaged, cleaned, operational and complete. The return of the rental item by Second Reef is subject to an inspection of the proper condition. Second Reef reserves the right to carry out a detailed inspection of the rental item and, in the event of damage, to claim the corresponding compensation. The customer is obliged to inform Second Reef of any

damage to the rental item at the latest upon return of the rental item without being asked. This also applies if the customer only considers damage to be possible.

#### 6.6

The customer shall be liable for damage, loss or destruction of the rented item from the day of dispatch/collection until the time of proper return to Second Reef at the respective business premises or at the agreed location, including in the event of slight negligence and for accidental damage.

#### 6.7

The lessee assumes unlimited liability for all damage to the rented item, regardless of the cause, during the entire rental period from delivery or shipment to return to the lessor. In particular, the Renter is also liable for damage to the Rental Goods caused by improper or inappropriate use. However, the Lessee reserves the right to prove that the damage was caused by a breach of contract on the part of the Lessor and is therefore to be borne by Second Reef.

The Lessee's obligation to pay compensation in the event of destruction or loss of the Rental Goods shall include payment of the replacement value and compensation for the loss of use suffered by the Second Reef in the amount of the agreed rental charge, but at least up to the amount of the payment of the replacement value.

## **§7 Transportation, Risk of Loss**

#### 7.1

The cost and risk of transportation shall be borne by the lessee. This shall also apply in the event that Second Reef or its agent carries out the delivery. The costs of packaging shall be borne by the Lessee and shall

be invoiced by Second Reef. If the Rental Goods are shipped abroad, the Renter shall ensure that the customs regulations are duly observed. The Lessee shall inform Second Reef of all import regulations applicable at the place of delivery and of the optimum shipping conditions for import. The Lessee shall also be responsible for compliance with all import regulations and other provisions applicable at the place of delivery and shall bear all costs and risks associated with the importation of the Rental Goods.

## 7.2

The Customer bears the entire risk of loss, whether or not covered by the Customer's insurance, except for losses caused by the negligence or willful misconduct of the Lessor, its employees, agents or contractors. The Customer's responsibility includes, but is not limited to, risks during transportation by any means, at all designated and undesignated locations, in all studios, on the Customer's premises and during use by the Customer.

## **§8 Ownership and disposition**

### 8.1

Second Reef retains exclusive ownership and de facto possession of the Rental Goods. Any transfer of the Rental Goods to third parties, whether against payment or free of charge, shall require the express prior written consent of Second Reef. If the Rental Goods are transferred to third parties in breach of the Agreement, the Lessor shall be entitled to terminate the Agreement immediately and take back the Rental Goods, without prejudice to any other rights of the Lessor. The lessee is obliged to inform Second Reef immediately of any enforcement measures against the leased object. The costs of legal actions taken by Second Reef to protect its rights of ownership and possession of the Rental Goods shall be borne by the Lessee. The Lessee shall indemnify the

Lessor against all losses and costs incurred by the Lessor as a result of enforcement measures against the Leasehold Item.

8.2

Second Reef reserves the right to determine the location of its equipment by electronic means. The renter is free to restrict this right by written objection.

## **§9 Renter's Insurance**

The Renter is obliged to insure the Rental Goods for the period from the date of dispatch to the date of return to the Lessor. The existence of the insurance cover must be proven to Second Reef without being asked by presenting the insurance policy (own insurance). The lessee assigns his rights against the insurer to us as security for our claim and notifies the insurer of the assignment. Second Reef accepts the assignment.

## **§10 Due Date / Termination / No Discount / Consequences of Default**

The rent (including ancillary costs) shall be due and payable immediately and without deduction upon invoicing. Second Reef is entitled to demand payment of the rent, the depositor the partial payment(s) before delivery of the rental equipment. If the lessee fails to make a (partial) payment when due, Second Reef shall be entitled to terminate the rental agreement with immediate effect and to demand the return of the rental equipment. The lessee authorizes Second Reef to enter all rooms and areas where the leased object is stored in order to repossess it, waiving the right to refuse access. The lessee has no right of retention of any kind.



If judicial or extrajudicial settlement or bankruptcy proceedings are instituted against the Renter's assets, if the Renter is in default of payment (§ 286 BGB) and if judicial proceedings are instituted to collect the invoiced rent, the discounts granted by Second Reef shall lapse. If the lessee is in arrears with the payment of the rent (demand for payment by the lessor after the invoice is due or demand for payment by the lessor after the lessee has failed to pay an invoice within 30 days of receipt), Second Reef is entitled to charge interest on arrears at a rate of eight percentage points above the respective base rate of the European Central Bank.

## **§11 Mention in the End Titles**

The lessee is obliged to mention the name and/or logo of Second Reef as the provider of the film equipment in the end titles or to suggest such a mention in the end titles. The parties agree that the Second Reef's logo shall be included in the end titles, especially if the logo of other service providers is also included. Second Reef shall be entitled to mention the name of the lessee and the film project for which the rental material was used and to use the press material published in this connection (e.g. on the Second Reef's website and in his social media work).

## **§12 Place of Performance / Jurisdiction / Final Provisions**

For contracts with merchants, legal entities under public law or special funds under public law, Weiden is agreed as the place of jurisdiction. The law of the Federal Republic of Germany shall apply. The above conditions can only be amended or confirmed by written agreement. This also applies insofar as this written form clause is affected.

The validity of the above terms and conditions shall not be affected by the fact that one or more of the clauses - for whatever legal reason - should be wholly or partially invalid or void. In this case, the contracting parties are obliged to agree on a valid provision that comes closest to the invalid provision in economic terms.