



General rental terms and conditions and statutes of the lighting equipment rental firm

Michael Samuelson Lighting Prague, s.r.o.

pursuant to the Commercial Code and Section 721 et seq. of the Civil Code

I. Introductory provision

No terms and conditions other than the terms and conditions contained herein are binding for Michael Samuelson Lighting Prague s.r.o. (hereinafter referred to as the "Company"). Any amendments or addenda to these terms and conditions and deviations from these terms and conditions must be approved in writing by the Company.

II. Subject of the contract

The subject of the contract is rental of technical equipment (lighting and film equipment including accessories; hereinafter referred to as "Equipment") by the renter from the Company.

III. Rental period

1. The period of Equipment rental is counted from the time when the Equipment is put at the disposal of the renter or from the time when the Equipment leaves the Company's premises depending on which of these moments occurs first. The rental period ends at the moment when the Equipment is returned to the Company's premises in the same condition as it was in prior to being rented, taking into account ordinary wear and tear; the Equipment shall be functional and undamaged.
2. Prior to expiry of the rental period, the renter must return the Equipment to the Company in good condition (operable and undamaged) at the Company's premises from which it was rented or to an address specified by the Company. If the renter is not able to return the Equipment to the Company or otherwise breaches the rental terms and conditions, the renter shall permit the Company, without limitation, to enter the premises in which the Equipment is located and enable the Company to retake possession of the Equipment.
3. The Company's standard business hours are Monday to Friday from 8:00 a.m. to 4:00 p.m. Business hours outside this period are subject to agreement.

IV. Rental rate

The rental rate for Equipment is set on the basis of the Company's individual BUDGET/CALCULATION valid at the time of concluding the contract. The rental rate is understood to be the price in the budget/calculation increased by the relevant VAT rate.

1. All prices set forth in the Company's budget/calculation are in Czech korunas, excl. VAT and are valid for the stated rental period. Equipment handed over before 12:00 p.m. of the relevant day shall be billed including that day. Equipment returned after 12:00 p.m. shall be billed including that day.
2. Unless stated otherwise, the rental rate of all lighting units includes bulbs. All broken bulbs will be billed to the renter.

V. Transport

Transport costs shall be borne by the renter.

The renter shall also bear the risks associated with transport. This shall apply also in the case of delivery of rented Equipment by the Company or a person/entity authorised by the Company. The Company is not responsible for delay in delivery caused by a force majeure event.

VI. Ownership and power of disposition

1. The rented Equipment is under the exclusive ownership of the Company.
2. Throughout the entire rental period, the renter:
 - shall retain the Equipment in its possession and monitor its use.
 - shall not sell, lend, cede or pawn the Equipment or encumber the Equipment with debt or, as the case may be, apply the right of retention to the Equipment or a part thereof.
 - is obligated to fully insure the Equipment for the price of replacement from the moment of takeover of the Equipment until its return to the Company.

VII. Liability

1. The renter must inspect the Equipment when taking it over. The rented Equipment is considered to have been taken over in flawless condition if no express notification of a defect is issued during takeover. Until the Equipment is returned, the renter shall be liable for its loss or damage, even if the renter is not at fault for such loss or damage. The renter shall also be liable for all damage that may occur due to unskilled or inappropriate handling of the Equipment.
2. The renter undertakes that it shall always fully release the Company and its employees from responsibility with respect to all claims, proceedings and demands for compensation of expenses issued against the Company or its employees by any third party arising in any way from the rental of equipment or provision of the services of technicians and employees whose services are provided by the Company.
3. The renter undertakes that in the event of any disputes with the Company, it shall not lodge any claims against Michael Samuelson Lighting Ltd.

VIII. Payment

All invoices are payable with thirty days from the date of invoicing unless stated otherwise. In the event of delayed payment, the Company reserves the right to charge a contractual penalty in the amount of 0.2% of the total invoiced amount for each day of delay.

IX. Final provisions

1. If thanks are expressed in the opening or closing credits by the company providing services in the course of shooting, the Company expects acknowledgement in an adequate size with the following wording: "Lighting equipment rented from Michael Samuelson Lighting Prague s.r.o."
2. These statutes shall be interpreted and used in accordance with the law of the Czech Republic and the renter shall submit to the legal authority of the courts of the Czech Republic.