

# General terms and conditions

These are the general terms and conditions of **Budgetcam Cameraverhuur B.V.** in Amsterdam, Dutch Chamber of Commerce number 52867005 ("Budgetcam"). Budgetcam also uses the trade names Budgetcam, Budget Cameraverhuur and Budgetcam Rental. Budgetcam rents out equipment for film and television productions and also provides services (especially installation work and consultancy services) for corporate clients.

## Article 1 General information

1.1 These conditions apply to all agreements with Budgetcam and all offers, quotations, deliveries and services of Budgetcam.

1.2 The customer, renter and/or other party of Budgetcam is referred to as the "Customer" in these terms and conditions. Agreements with business Customers (all customers who are not consumers) are also referred to here as "B2B agreements".

1.3 Deviations from these terms shall only apply if agreed in writing between Budgetcam and the Customer.

1.4 If one or more provisions of these general terms and conditions are found to be void, voidable and/or non-binding, these general terms and conditions shall otherwise remain in full force and effect. The relevant provisions shall be replaced by provisions that approach the purpose and scope of the original provision as far as possible.

1.5 The general terms and conditions of the Customer or its trade association shall not apply. Budgetcam expressly rejects the applicability of terms and conditions other than these terms and conditions.

1.6 In the event of any dispute in this regard, the Dutch text of these general terms and conditions shall prevail over the text of any translations of these terms and conditions.

1.7 Budgetcam may amend or supplement these terms and conditions. An amendment and/or addition to the general terms and conditions shall be binding on the Customer, but not earlier than two weeks after the Customer has been notified in writing of the amendment or addition.

## Article 2 Offers, acceptance of orders and agreements

2.1 Quotes and offers from Budgetcam are valid for 14 days and – even if not explicitly stated – are always subject to Budgetcam's acceptance of orders or reservations from the Customer or potential Customer. Unless otherwise agreed, an offer for a specified period rental or quantity of service does not oblige Budgetcam to deliver any part of the specified period or quantity at a proportionate part of the quoted or confirmed price.

2.2 Budgetcam is not bound by obvious errors or mistakes in its offers, quotations or other communications. The Customer is aware that data on the website or in offers give a general representation of Equipment and may differ from reality.

2.3 Budgetcam expressly reserves the right to refuse orders, assignments and reservations. An agreement between the Customer and Budgetcam shall only be formed when Budgetcam confirms a reservation, order or assignment in writing to the Customer after receiving all the necessary information from the Customer.

2.4 If an agreement is concluded verbally (which, as a rule, only happens in the case of rental of Equipment with a low value that takes place at short notice), the rates that are listed on the Budgetcam website at the time of concluding the agreement apply. If Budgetcam confirms a verbal order in writing, the confirmation counts as an accurate representation of the verbal agreement unless the Customer objects immediately.

2.5 Any amendments to already concluded agreements shall only bind Budgetcam if it has agreed to them in writing.

2.6 The Customer is not authorised to transfer its rights from an agreement with Budgetcam to a third party, without the prior written consent of Budgetcam.

## **Article 3 Rental of Equipment**

3.1 All equipment and/or other Equipment rented or provided to the Customer, including Budgetcam accessories, licences and memory cards (hereinafter collectively referred to as "Equipment") shall remain the property of Budgetcam. The Customer shall treat the Equipment of Budgetcam with care and is only entitled to make personal use of the Equipment according to the applicable technical regulations, at the locations specified for that purpose in accordance with agreement and/or the instructions of Budgetcam and operating instructions of the manufacturers of the Equipment. The Customer shall not modify Budgetcam's Equipment or remove the labels or logos on it.

3.2 The Customer may not modify or repair parts of Equipment or use software other than that prescribed by Budgetcam.

3.3 Use by a third party and/or subletting is expressly not permitted.

3.4 The Customer shall take reasonable measures to prevent theft, loss, damage or misunderstanding of the ownership of the Equipment from Budgetcam.

3.5 Budgetcam rents out its Equipment per period of 24 hours or per rotation day. For a 24-hour rental period, the Customer shall ensure that the Equipment is returned to one of our locations within 24 hours of collection. When renting per day of shooting, the Customer can collect the Equipment from Budgetcam from 16:00 on the day before your shoot and return it before 11:00 on the day after your shoot.

3.6 Extension of the rental period is possible only with the agreement of Budgetcam. The price indicated on the website for each additional rental day applies to extended rental periods.

3.7 For late returns, in addition to compensation for the extra rental day(s), the penalty amount indicated on the website shall be deducted from the deposit. If Budgetcam incurs courier costs because the Customer returns Equipment late, these costs shall be borne by the Customer. If the Equipment is not returned, the Customer is obliged (in addition to reimbursement of the additional rental days and the penalty amount) to compensate Budgetcam by paying the new price of replacement Equipment.

3.8 Budgetcam is not obliged to make Equipment available until the Customer has paid the agreed deposit and fee for the rental period and provided Budgetcam with additional information if Budgetcam requests it. Budgetcam may set off any claims it has against the Customer against the deposit. If the Customer has fulfilled its payment obligations and returned the Equipment in good order, Budgetcam aims to refund the deposit within 4 working days.

3.9 Budgetcam may also inspect its Equipment at any time it wishes during the rental period. The Customer shall cooperate with this.

3.10 Budgetcam is, in case of reasonable doubt about the proper use of its Equipment, at any time entitled to take back the Equipment it has delivered, made available and/or rented without any notice or judicial intervention. The Customer is deemed to have granted Budgetcam the authority to enter the buildings and premises for this purpose.

## **Article 4 Provision of Services (B2B only)**

4.1 If Budgetcam performs services (including any consultancy or installation work) on behalf of a Customer, it is free to either have the relevant work carried out by its own personnel (whether or not from affiliated companies) or to outsource the relevant order to a third party. Section 7:404 of the Dutch Civil Code does not apply. Budgetcam determines which employee or third party performs which work.

4.2 In the event of the provision of services by Budgetcam, the Customer shall provide a detailed

written specification of the work to be carried out prior to the provision of the order or at the first request of Budgetcam, and fully inform Budgetcam of everything that may reasonably be of interest for the execution of its services. Budgetcam is not obliged to perform work in the absence of such information and may, at its option, cancel or suspend its work if Budgetcam has reasonable doubts about the safety of employees, Equipment or the legality of the Customer's activities.

4.3 The Customer guarantees that water and electricity shall be available free of charge for the performance of the work. The Customer shall provide lockable rooms for storage of tools, for example, free of charge. In agreement with Budgetcam, the Customer shall provide Budgetcam employees with sufficient facilities free of charge, such as a cloakroom, storage room, break room and the like. In doing so, the Customer complies with the Dutch Occupational Health and Safety Act. The Customer shall allow Budgetcam to dispose of waste in the space provided by the Customer.

4.4 If the execution of the agreement is delayed because the Customer does not fulfil its obligations mentioned in this article, the resulting (additional) costs shall be borne by the Customer and Budgetcam is authorised to charge (additional) compensation for the (additional) work made necessary as a result.

4.5 Budgetcam, even if a B2B agreement for certain services has been established, is not obliged to carry out orders of the Customer or to follow instructions of the Customer if they are contrary to regulations of manufacturers or may jeopardise the warranty on Equipment.

4.6 Budgetcam will charge an additional fee for any additional services (such as storage of the Customer's material).

4.7 Budgetcam reserves the right to have employees of its company(ies) be present as a trainee during the performance of services at no further cost to the client.

4.8 The Customer shall not attempt to persuade Budgetcam employees to terminate their agreement with Budgetcam to join the Customer or enter into an assignment agreement with the Customer. If an employee of Budgetcam joins the Customer or enters into an assignment agreement with the Customer within 3 months of completing its work for the Customer, the Customer shall pay Budgetcam compensation amounting to twice the last earned gross monthly salary of the respective employee at Budgetcam excl. VAT, or, if it is an assignment agreement – EUR 7,500, excl. VAT.

## **Article 5 Prices and Payment**

5.1 In general, when renting out Equipment, the price is per day or per part of a day and the rates listed on the Budgetcam website at the time of entering into the agreement apply, unless otherwise agreed in writing. For services, unless otherwise agreed in writing, the agreed price is per hour and Budgetcam may require the Customer to sign daily timesheets.

5.2 Budgetcam reserves the right in B2B agreements to pass on unforeseen price increases of cost-determining, external factors on a post-calculation basis. The Customer is aware of this and already agrees to it, when placing the order. Budgetcam shall provide a specification at the Customer's request and shall always inform the Customer as soon as there is an unforeseen price increase. If Budgetcam is confronted with unforeseen price increases that require it to adjust a price in an agreement with a consumer, it shall take this up with the consumer and the consumer can, at its discretion, either (i) accept the adjusted price or (ii) waive the relevant agreement.

5.3 All prices quoted by Budgetcam are, where B2B agreements are concerned, exclusive of VAT and other taxes anywhere in the world, shipping and transport costs, communication costs, cleaning costs, security, travel and accommodation costs of (employees of) Budgetcam as well as of third parties hired by Budgetcam, costs of renting equipment from third parties, excluding additional work as a result of changes/deviations requested by the Customer. All this unless otherwise agreed in writing.

5.4 If a quotation or offer price is exceeded as a result of additional work, Budgetcam reserves the right to adjust the final invoice amount on the basis of subsequent costing to be submitted by Budgetcam. For any additional work, if no specific agreements have been made, Budgetcam may charge for additional work at the usual hourly rate.

5.5 The Customer shall reimburse Budgetcam for any costs, incurred through the actions of the Customer, which stagnate the execution or progress of the execution of the Agreement.

5.6 The rental price for Equipment, unless otherwise agreed, together with the security deposit, shall be paid at or prior to collection. The payment period for invoices for other services is 14 days. Any unforeseen additional rental days are to be paid and/or deducted from the security deposit on Budgetcam's instructions either at the time of renewal or immediately on return. Budgetcam may, in case of reasonable doubt as to the creditworthiness of a business customer, also during the term of an agreement for the provision of services or rental of Equipment, require advance payment of work or rental periods that have yet to be invoiced or have already been invoiced, or the provision of security for these.

5.7 If a term of payment is exceeded – without any notice of default being required – the Customer is liable to pay the statutory interest (for business Customers this is the commercial interest rate as per Section 6:1911 a Dutch Civil Code, for consumers the statutory interest rate as per Section 6:119 Dutch Civil Code), increased by 1% over the amount due for each month, part of a month taken for a whole, during which the term of payment has been exceeded and/or the Customer has been in default with the payment of the amount due. The payment period is a deadline.

5.8 The Customer cannot set off any claims against Budgetcam against any amounts yet to be paid to Budgetcam.

## **Article 6 Delivery periods and (partial) deliveries**

6.1 All delivery periods indicated by Budgetcam verbally and/or in writing are only target deadlines. Delivery may be for all the Equipment or parts thereof. These delivery periods are expressly not to be regarded as actual deadlines.

6.2 All agreed (partial) delivery periods only commence when all necessary information has been provided to Budgetcam and all agreed payments which are due at the start of the order or rental period have been received by Budgetcam.

6.3 Exceeding the agreed delivery period(s) does not entitle the Customer to cancel the agreement, barring intent or gross negligence on the part of Budgetcam. The Customer shall give Budgetcam the opportunity to still deliver within a reasonable period of time. The Customer is only entitled to proceed with cancellation if even the subsequent delivery period thus set in writing by Budgetcam is exceeded. The Customer shall then be able to reclaim, by way of compensation in the event of cancellation, a maximum of any prepaid part of the price due, but shall not be entitled to compensation for damages.

## **Article 7 Dispatch, delivery and inspection of Equipment**

7.1 Equipment shall be deemed delivered, made available, rented as soon as the Customer (or its carrier) collects the Equipment or Budgetcam has transferred the agreed Equipment to the carrier.

7.2 Shipment of Equipment by Budgetcam, even in the case of carriage-paid delivery, is at all times at the risk of the Customer.

7.3 The Customer is obliged to take delivery of the Equipment for which it has entered into a rental agreement with Budgetcam at the location agreed for that purpose. Failure to take receipt of Equipment, does not affect the payment obligation of the Customer and counts as a cancellation within 24 hours before the start of the rental period as referred to in Article 11, where Budgetcam is free to charge the transport costs separately in addition to the rental price.

7.4 The Customer shall check the Budgetcam Equipment upon receipt for any visible defects. The customer shall report this immediately to Budgetcam. Any other defect shall also be reported by the Customer to Budgetcam as soon as possible. If the Customer puts Equipment into use without reporting any visible defects, it shall be established between the parties that there are no significant visible defects.

## **Article 8 Force majeure**

8.1 If Budgetcam is prevented by non-attributable default from fulfilling the concluded agreement in whole or in part, Budgetcam is entitled to dissolve, terminate or suspend it, insofar as not yet executed, at its option until execution is possible, without Budgetcam being in any way liable to the Customer for any resulting damage. The Customer shall in any case owe Budgetcam compensation (pro rata) for the already executed part of the agreement.

8.2 If the suspended part is later executed, the Customer shall owe Budgetcam the entire amount without any deduction. If the non-attributable default is permanent, such that subsequent performance is pointless, Budgetcam is entitled to dissolve the agreement without any obligation for compensation.

8.3 A non-attributable default is in any case understood as any circumstance independent of the will of Budgetcam, as a result of which it is not reasonably possible for Budgetcam to fulfil its obligations. Such circumstances in any case include war, armed conflicts, insurrection, atomic nuclear reactions, natural disasters, excessive absenteeism, riots, fire, strikes and lockouts both inside and outside the Budgetcam company, theft of Budgetcam property, delayed delivery of the Equipment ordered by Budgetcam, whether or not from third parties, transport difficulties, power grid failures to equipment and Equipment, epidemics and measures to combat or limit them. Circumstances caused by persons in the employment of Budgetcam or personnel hired or appointed by Budgetcam, unless they have been caused by intent or gross negligence on the part of Budgetcam, may also qualify as circumstances independent of the will of Budgetcam, as a result of which it is not reasonably possible for Budgetcam to fulfil its obligations.

## **Article 9 Damage and liability of Customer**

9.1 The Customer is liable for loss or theft of the Equipment during the rental period and any damage to Budgetcam's Equipment that occurs during the rental period. In case of loss, theft or damage, the Customer shall reimburse, at Budgetcam's discretion, the cost of repair or cost of replacement of the relevant Equipment with new Equipment and any other costs reasonably incurred. The Customer has a duty to take, within reasonable limits, all those measures that could prevent or mitigate damage.

9.2 The Customer shall indemnify Budgetcam against all third party claims arising from use of the Equipment during the rental period insofar as such claims result from use contrary to the manual, Budgetcam's reasonable instructions, use for a different purpose or in a different manner than Budgetcam could reasonably expect or use in combination with own or third-party equipment.

9.3 Budgetcam generally offers the Customer the option of reducing the risk of having to pay for damage to Equipment by agreeing 'limited liability'. If the Customer has paid the fee for this, the Customer's financial liability for damage to rented Equipment occurring in Europe is limited (barring intent or gross negligence of the Customer and barring water damage) to 20% of the damage

amount with an excess of €150 excluding VAT. However, the Customer remains fully responsible and liable for any loss or theft of Equipment and water damage to Equipment.

9.4 The Customer guarantees that Budgetcam employees, when carrying out their work at a location to be designated by the Customer, shall find safe working conditions there. Failing this, the Customer shall be liable (in addition to its legal liability) for any injury or death of the Budgetcam employee during the booked period.

## **Article 10 Guarantee and liability of Budgetcam**

10.1 Budgetcam guarantees that its Equipment meets the usual requirements and standards that can reasonably be set for it. If that proves not to be the case, Budgetcam shall, within a reasonable period of time after returning the Equipment and stating the complaint, at its option, (i) replace it or (ii) repair it free of charge or (iii) proceed to refund the rental price/guarantee and dissolve the relevant agreement. Any other liability of Budgetcam for defects in Equipment is (except in cases of intent, gross negligence or personal injury) expressly excluded. Budgetcam is not liable for loss of data if the Customer does not remove the memory card from the Equipment before returning it. The warranty expressly does not apply if the Customer uses or applies the Equipment in combination with third-party equipment or its own equipment.

10.2 Except in cases of intent or gross misconduct by Budgetcam or its management or in cases of personal injury, any possible liability of Budgetcam arising from its services rendered or for any other reason shall at all times be limited to the amount paid out by Budgetcam's insurer as the case may be. If Budgetcam's insurance policy for any reason fails to provide coverage or pay out, then (barring intent or gross negligence by Budgetcam and/or in cases of personal injury) all possible liability of Budgetcam is limited to a maximum of EUR 5,000. Budgetcam is never liable for consequential or indirect damages.

10.3 Budgetcam shall perform its services and work as a reasonable acting contractor, but does not guarantee the result intended by the Customer and shall not (except in the case of intent or gross negligence on the part of Budgetcam or its management) be liable for any errors or omissions in its advice or work. Even if Budgetcam gives a Customer non-binding advice, this does not make Budgetcam co-responsible for the result intended by the Customer and (except in the case of intent or gross negligence on the part of Budgetcam or its management) it is not responsible for any errors or omissions in its advice.

## **Article 11 Reservation and cancellation**

11.1 If the Customer reserves Equipment, the Customer may cancel a rental agreement with Budgetcam free of charge up to 24 hours before the start of the reserved rental period. If the Customer cancels within 24 hours before the start of the rental period, Budgetcam shall charge 75% of the daily rate of the respective order as a cancellation fee.



11.2 If a service agreement is cancelled by the business Customer less than 21 days before the start of the scheduled work, the Customer shall pay 75% of the agreed fee for the work and associated costs in full. If the Customer cancels an agreement relating to services more than one month before the scheduled start of the services, the Customer shall owe a fee of 25% of the agreed fee. However, with regard to the facilities of multi-camera, post-production and ENG/rental, the deviating rule set out in Article 11.3 applies.

11.3 With regard to the *multi-camera* facility, if cancellation takes place less than 21 days before the start of performance of services or delivery of Equipment, the Customer shall owe compensation in the amount of 75% of the agreed fee.

With regard to the *post-production* facility, if cancellation takes place less than 5 days before the start of performance of services or delivery of Equipment, the Customer shall owe compensation in the amount of 75% of the agreed fee.

With regard to the *ENG/rental* facility, if cancellation takes place less than 18 hours before the start of performance of services or delivery of Equipment, the Customer shall owe compensation in the amount of 75% of the agreed fee.

11.4 Budgetcam reserves the right to fully or partially terminate agreements in such circumstances that fulfilment can no longer reasonably be required of Budgetcam. This is in any case the case if one of the following circumstances occurs: (i) the Customer goes bankrupt, its bankruptcy or suspension of payments is threatened, or the Dutch Debt Consolidation for Natural Persons Act (WSNP) has to be applied to the Customer, (ii) Budgetcam has reasonable grounds to expect that the Customer cannot or shall not pay any amount due or to become due to Budgetcam, (iii) performance of the agreement would involve reputational damage or criminal risks/violations. The Customer shall not be entitled to compensation in such a case.

11.5 If, during the execution of an agreement, the Customer makes such changes to the agreement that, in the opinion of Budgetcam, the assignment becomes impracticable and/or is/will not be suitable for the purpose agreed with the Customer, Budgetcam is entitled to terminate the agreement prematurely at any stage without any compensation whatsoever. Such termination shall not affect the Customer's obligation to pay Budgetcam all costs incurred up to the premature termination, as well as the damages caused by the premature termination.

## **Article 12 Customer default**

12.1 If the Customer fails to fulfil any obligation (in particular the payment obligation), or fails to do so on time or properly, Budgetcam may suspend, terminate or dissolve its obligations at any time, without further warning at its option. Budgetcam is then entitled to take back its Equipment immediately and charge any costs for the take-back to the Customer. The Customer shall then not be entitled to any compensation. If Budgetcam terminates or dissolves an agreement or suspends its obligations as referred to in this article, this does not affect Budgetcam's right to compensation

and/or performance.

## **Article 13 Retention of title**

13.1 All Equipment and other products of Budgetcam that it does not rent out but (exceptionally) sells are delivered under (extended) retention of title. Ownership of a product to be sold by Budgetcam to the Customer is only transferred to the Customer after the Customer has fulfilled all its payment obligations vis-à-vis Budgetcam. Until such time, the Customer shall not provide all Budgetcam products and Equipment with labels, stickers, logos or packaging that may cast doubt on the fact that they are Budgetcam products.

## **Article 14 Intellectual property rights**

14.1 The Customer shall respect the trademark rights and other intellectual property rights of Budgetcam. If Budgetcam has performed services on behalf of the Customer that are subject to copyright and other rights, the relevant rights shall belong to Budgetcam unless expressly agreed otherwise in writing. This also applies to any contributions made by its staff members and/or freelancers.

14.2 The Customer acquires the rights to the images taken with Budgetcam Equipment, but Budgetcam is never obliged to transfer data and images from the Customer on Budgetcam memory cards to its own memory cards or provide a backup. After handing in Equipment, Budgetcam formats its memory cards and images not stored elsewhere are therefore in principle lost. Budgetcam is in no way liable for this, nor otherwise obliged to monitor and/or preserve the Customer's rights to its images or the Customer's images.

## **Article 15 Personal data**

15.1 Budgetcam processes any personal data of the Customer in line with the privacy policy also posted on its website ([www.budgetcam.nl/en/privacy-policy](http://www.budgetcam.nl/en/privacy-policy)). If its services in relation to business customers at any time necessitate entering into a processor agreement, the Customer and Budgetcam shall take all steps to reach a processor agreement on reasonable terms as soon as possible.

## **Article 16 Disputes**

16.1 Dutch law applies to all agreements between the Customer and Budgetcam irrespective of the Customer's place of residence and/or nationality and irrespective of the place of delivery, provision, rental of the Equipment and/or where the services were performed.

16.2 Any disputes arising from or related to agreements with Budgetcam shall be submitted to the District Court of Amsterdam in first instance for B2B agreements. In any disputes with Customers who qualify as consumers, the court in the Customer's district has jurisdiction.