

General terms and conditions

These general conditions are valid for Budgetcam. Budgetcam is a trade name of Budget Cameraverhuur BV. These general conditions are therefore also valid for Budget Cameraverhuur BV. Budgetcam and Budget Cameraverhuur BV are hereinafter referred to as: Budgetcam.

Article 1 General

1.1 These general conditions apply to all (subsequent) offers from Budgetcam and (subsequent) agreements entered into by Budgetcam, both oral and written, and to the provision of advice and/or consultancy work by Budgetcam. The term client is, if applicable, also understood to mean user and tenant respectively.

1.2 The client is deemed to be aware of these terms and conditions and the standard rates of Budgetcam, to have accepted their validity and to have agreed expressly and without reservation. Deviations shall only apply if expressly agreed in writing.

1.3 If one or more provisions of these terms and conditions are invalid and/or non-binding, these Terms and Conditions will remain in full force; Budgetcam will, in consultation with the client, convert the invalid, void or voided provisions into new provisions which are as close as possible to the scope of the previous provisions.

1.4 These general conditions exclude all printed or written general conditions of the client or any trade organization.

1.5 The Dutch text of these General Terms and Conditions will prevail over any translations thereof, whether or not sworn, in the event of a dispute as to the substance.

Article 2 Offers

2.1 All offers from Budgetcam are only indicative and not binding. They are valid only after they have been confirmed in writing by the representative managers and/or the management of Budgetcam to the client.

2.2 All data provided with the offers on behalf of the goods to be delivered by Budgetcam, goods to be made available, goods to be rented and services to be performed are given to the best knowledge and ability, however, the client cannot derive any rights from this. The client is aware that this information is a general presentation of events and may slightly differ from reality.

Article 3 Agreements

3.1 Agreements (with an interest of € 2.000,00 or higher) are only considered to be established after written confirmation by the authorized managers and/or management of Budgetcam of the order placed. An agreement can also be established by the start of an execution of delivery, provision, rental of goods and services by Budgetcam as a result of a verbal request from the customer. It should then concern goods and services either on a small scale or in the short term to be delivered to, made available to, rented by and provided to the customer. These activities should immediately be confirmed in writing by Budgetcam.

3.2 All agreements entered into by persons working for Budgetcam, are only binding on Budgetcam, after written confirmation by the management and/or authorized managers, whose authority appears from the registration in the Trade Register and after receipt of all data necessary for Budgetcam to execute the agreement or order.

3.3 The customer shall return the copy of the written confirmation mentioned in paragraph 2 to Budgetcam immediately and in any case within five working days after receipt, signed for approval and/or provided with any desired changes. If Budgetcam has not received the copy within seven working days after sending the written confirmation mentioned in paragraph 2 to the customer, the content of the agreement is deemed to be in accordance with the written confirmation of Budgetcam.

3.4 An agreement can also be established after verbal agreement between the customer and Budgetcam and subsequent written order confirmation by Budgetcam. If the customer does not object in writing within 7 days, despite an interim written appeal by Budgetcam, this will also count as confirmation of the verbal agreement.

3.5 The above also applies to agreements to modify agreements already entered into, with the exception of price changes.

Article 4 Object

4.1 All by Budgetcam to deliver, made available to buy and rent are goods in the sense of article 3:2 and following of the Civil Code and include works in the sense of the Copyright Act, information and information carriers and audiovisual equipment. This also includes installations, facilities and/or parts thereof and/or related materials and/or goods.

4.2 The provision of some services is also based on the relevant statutory provisions, whereby the present general terms and conditions shall prevail in the event of a conflict, except in the case of mandatory provisions. The services are performed by staff specially designated by Budgetcam and/or freelancers. Budgetcam is entitled to have the services performed by others than the first

designated.

4.3 The deliverables, supplies and rentals are in their implementation standard and meet standardized standards in the industry.

4.4 Budgetcam delivers the goods, makes the goods available, rents the goods and performs the services with equipment that Budgetcam normally uses and whose quality it monitors. Budgetcam guarantees that the delivered, made available or rented meets the specifications given by her. The client is not allowed to obtain things, including equipment and/or facilities from third parties, in combination with the equipment used by Budgetcam. The client should carefully handle the goods of Budgetcam and has only the right to personally use these things according to the applicable technical regulations, on the specified locations in accordance with the agreement. The client is also not allowed to change or repair parts of the delivered, made available or rented goods or to use other software than prescribed by Budgetcam.

4.5 In case of the provision of services by Budgetcam, the client should offer high quality products and a detailed written specification of the work to be done. The client is aware that manufacturers of goods give instructions regarding the lifetime of (technical) items such as master tapes and the like.

4.6 Giving the goods to a third party for use and/or subletting is explicitly excluded, as is the wilful appropriation of the goods by the Principal.

4.7 The hiring by the client of the technical staff of Budgetcam and/or freelancers on the instruction of Budgetcam is possible. The schedule will then be explicitly recorded in writing.

Article 5 Prices

5.1 All prices given by Budgetcam for the delivery of goods, actual provision, rental/leasing and the provision of services are based on the price determinants applicable at the time of the offer and agreement. In general, the price is determined per hour or per day or per part of a day, unless expressly agreed otherwise in writing. In the event that goods are made available or hired, the client shall be obliged to register the number of hours used.

5.2 Budgetcam reserves the right to charge price increases on the basis of subsequent calculation. These price increases may be caused by factors and causes beyond Budgetcam's control, as well as by unforeseen developments. The client is aware of this and agrees to it already when issuing the order. On request of the client, Budgetcam will provide a specification.

5.3 All prices given by Budgetcam are exclusive of sales tax and other taxes anywhere in the world, shipping and transportation costs, communication costs, cleaning costs, security, travel and accommodation costs of (employees of) Budgetcam and third parties hired by Budgetcam, costs rental equipment from third parties, excluding additional work as a result of the client requested changes/deviations, and based on the prevailing exchange rates at the time of the order

confirmation. All this unless expressly agreed otherwise in writing.

5.4 When exceeding a sale or offer price as a result of additional work, Budgetcam reserves the right to adjust the final invoice amount on the basis of a post calculation to be provided by Budgetcam.

5.5 Costs incurred through the fault of the client, as a result of which, among other things, the performance or progress of the performance of the Agreement is stalled, will be charged to the client

5.6 If at the request of the customer the delivery, provision and rental of goods and/or the provision of services is delayed, or accelerated, Budgetcam is entitled to demand a reasonable compensation, such as the resulting costs and the Budgetcam foregone legal interest resulting from the postponement of the delivery, provision, rental and/or the provision of services. This fee will be specified by Budgetcam.

5.7 Exceeding the booked period is not allowed, unless with written permission from Budgetcam. The client is, if permission is obtained, due the additional price and the additional staff hours spent. Budgetcam reserves the right to additional compensation, to the extent that the amount due from the customer exceeds the costs of Budgetcam (including lost profits).

5.8 If Budgetcam has to perform other than its usual activities, consisting for example of storage of goods of the client, it is entitled to stipulate a reasonable compensation.

5.9 Budgetcam always reserves the right to let employees of its company(ies) be present at the execution of services as trainees without further costs for the client; all this in the framework of quality control and support.

5.10 In case of provision of goods and rental, Budgetcam reserves at all times the right to inspect and maintain, at any time it desires.

Article 6 Delivery periods and (partial) deliveries

6.1 All delivery times indicated orally and/or in writing by Budgetcam are only target times. The delivery may be in whole or in part. These delivery dates are expressly not to be considered as deadlines.

6.2 All agreed (partial) delivery periods shall begin only when all necessary data and items are provided to Budgetcam and, if agreed, the (partial) payment which should be made at the start of the order will be received by Budgetcam.

6.3 Exceeding the agreed delivery date(s) does not give the customer the right to cancel the

agreement, except for intent or gross negligence by Budgetcam. Budgetcam will then be given the opportunity to deliver within a reasonable time.

6.4 If also the thus to be determined written deadline is exceeded by Budgetcam, except for a non-attributable failure and/or a minor attributable failure, the client obtains the right to cancel. The client shall then, by way of compensation in the event of cancellation, be entitled to recover any prepaid part of the price due.

6.5 Items are at the Client's risk, even if ownership has not yet been transferred.

Article 7 Shipment of goods

7.1 The goods are deemed to be delivered, made available, rented, when they leave the offices and/or warehouses of Budgetcam or the client picks up the goods or Budgetcam takes care of the transport.

7.2 Dispatch of goods by Budgetcam takes place, even on free delivery, always at the risk of the customer.

7.3 The client is obliged to take delivery of the goods, for which he has ordered Budgetcam, on the agreed location. The delivered goods may not be refused, unless Budgetcam has no unreasonable objections against the refusal of receipt, there is no question of an increase in costs and the refusal of the client does not affect payment of the agreed price to Budgetcam. If all these circumstances do not occur, the client is then obliged to take care of the preservation of the goods as a careful debtor.

Article 8 Use of third parties

8.1 Upon request and with the consent of the client, Budgetcam is entitled to, in whole or in part, outsource the work to one or more third parties. If this is the case, Budgetcam can negotiate a reasonable fee for its mediation. It will act as legal representative of the client, whereby any agreements are made directly between the client and the third party (parties).

Article 9 Insurance

9.1 The obligation to insure applies in case of actual provision and/or rental for the client. The client is obliged to take out additional high-risk insurance for the goods of Budgetcam, for the use thereof by the client, for the employees of Budgetcam, and if Budgetcam so requests, also for the (hired) freelancers during the agreed booking period, if it concerns an order that may entail risks.

Article 10 Non-attributable failure

10.1 If Budgetcam is prevented by non-attributable failure to fulfill the agreement in whole or in part, Budgetcam has the right to cancel, dissolve or postpone the agreement until implementation is possible, without Budgetcam being held liable in any way by the client and/or third parties. The client shall in any case owe Budgetcam the already completed part.

10.2 When the suspended part is executed later, the client shall owe Budgetcam the full amount without any deduction. If the non-attributable failure is permanent, such that subsequent implementation is pointless, Budgetcam is entitled to terminate the agreement without any obligation to pay compensation.

10.3 Non-attributable failure shall mean in this case in any case, any circumstance independent of the will of Budgetcam, even if such circumstance concerns Budgetcam itself, making it for Budgetcam not reasonably possible to fulfill its obligations. Such circumstances include in any case, among others, war, armed conflicts, insurrection, nuclear reactions, natural disasters, excessive absenteeism, riots, fire, strikes and lockouts both within and outside the company of Budgetcam, delayed delivery of items ordered by Budgetcam, whether or not from third parties, transport difficulties, power failures to equipment and goods, unforeseen circumstances and other similar events.

10.4 This includes incidents caused by persons employed by Budgetcam or by Budgetcam hired or appointed, as well as but not limited to theft and burglary, unless these events are caused by intent or gross negligence on the part of Budgetcam.

Article 11 Complaints

11.1 Complaints concerning the goods delivered, respectively rented and/or services provided by Budgetcam should be made by the customer in writing within 24 hours after delivery. If the customer does not, or not timely complain, Budgetcam can not be blamed for any shortcoming.

11.2 Complaints about invoices from Budgetcam must be made in writing, within fourteen days from the date of the invoice, and motivated by Budgetcam.

11.3 If a timely and proper complaint is made and it appears that the delivered, made available, rented items and/or services provided by Budgetcam completely do not meet the content of the agreement and there is a serious shortcoming attributable to Budgetcam, subject to what is stated elsewhere in these conditions, Budgetcam will, under return by the client of the delivered, made available, rented items, repair or replace the goods delivered, made available, rented and/or services provided again in whole or in part (unless the deviation is too small to justify repair, replacement or new work to justify or the case is too not or deteriorated as a result of the actions of

the client). At Budgetcam's option, the client may instead also be credited for up to the value of the items taken back or of the agreed booking period or the hourly amount of the services performed. The same applies mutatis mutandis in the legal relationship between the client and the third party, when Budgetcam has completely or partially outsourced the delivery, provision or rental of goods or the performance of services to a third party, with the consent and on behalf of the client.

11.4 In case of improper use of the goods by the client, the latter is liable for the costs associated with repair or replacement.

11.5 In case of delivery of goods by Budgetcam, the rules for complaints and guarantees apply as provided by the third party/manufacturer.

11.6 Exercising the right of complaint by the client does not suspend his payment obligations to Budgetcam.

Article 12 Liability and damages

12.1 The client is liable for all damages of any kind, which arise or are caused to his, Budgetcam and/or third party property, caused by himself, his staff or by him or his staff appointed third parties.

12.2 The client is liable to Budgetcam in the same way as for his own behavior for the behavior of those who use these things with his consent. In this respect, the client shall indemnify Budgetcam for all claims (howsoever named) from third parties.

12.3 Budgetcam is in particular not liable for damages resulting from downtime, malfunction, whether or not in the energy network (gas, water, electricity), failure or malfunction of equipment, heating, cooling, elevator installations, for the consequences of visible or invisible defects, or damage caused by the destruction or damage to property, media and its recorded content, by poor connections and line branches, for the quality of unmodulated sheets and in general by providing services, except in cases of intent or gross negligence on the part of Budgetcam. Budgetcam is also not liable for any legal liability or otherwise, arising from the use of the goods by the client or third parties, or the preparation of the goods. In case the customer misuses the items and/or parts thereof, from Budgetcam and/or these things are completely lost and / or irreparably damaged and / or otherwise intended/modified/adapted than agreed between parties, the customer shall pay the purchase cost of replacement and the cost of replacement or repair to Budgetcam. Budgetcam is then at all times entitled to take back the delivered, made available, rented items without any notice or judicial intervention. The customer is considered to have given Budgetcam the authority to enter the buildings and grounds.

12.4 When in case of provision or rental the goods are completely destroyed by fire or similar unforeseen circumstances, Budgetcam will try to provide adequate replacement as soon as possible. If Budgetcam can realize this within a reasonable period, the client has no right to cancel the agreement. In case of partial destruction and Budgetcam can not replace in time, the customer

is entitled to a pro rata reduction of the agreed price, but not to compensation. The latter also applies if the goods are completely perished. If Budgetcam in both cases can not timely make a replacement, the contract of provision or rental ends.

12.5 Giving advice and performing consultancy work are given to the best of knowledge. Budgetcam accepts no liability for the performance of these activities. This can never relieve the client from the obligation to own research of the goods to be delivered, made available, rented and/or services to be performed for their suitability for the intended purpose. The same applies to information regarding the composition of items, parts thereof and their potential applications.

12.6 In respect of the maximum liability of Budgetcam, the provisions of Article 11.3 of these conditions shall apply accordingly.

12.7 In case the client hires staff or freelancers from Budgetcam to perform services, the client accepts liability for any damage, injury or death during the booked period.

12.8 The by Budgetcam delivered, made available, rented items should be returned in the old state, whereby the client will immediately pay the costs of damage, loss and/or theft to Budgetcam.

Article 13 Indemnity

13.1 The client shall indemnify Budgetcam (and the Budgetcam employees including their collaborating companies, both permanent and freelance employees) for any liability that third parties may have or exercise against Budgetcam in respect of the delivered, made available, rented items and services provided.

13.2 In so far as the client or a third party has a right to any work delivered to Budgetcam, the client shall indemnify Budgetcam against all claims by third parties, in the broadest sense.

13.3 As far as Budgetcam has any rights on a work and/or as applicable, Budgetcam indemnifies the client against all claims by third parties in connection with alleged infringement of the above rights.

Article 14 Option and Cancellation

14.1 The client is obliged, at least 24 hours before the effectuation of an option taken, to confirm the option dates in writing to Budgetcam, in such a way that Budgetcam is informed 24 hours in advance. If the customer exceeds this deadline, the options granted to the customer expire and Budgetcam is entitled to grant these option dates to a third party.

14.2 Budgetcam reserves the right to let option holders decide within two hours whether or not an

option will be converted into a definite booking.

14.3 Cancellation of an agreement by the customer is only possible if done in writing and before the start of the execution of services or delivery of goods. Subject to the following provisions, in case of cancellation at any time any preparation costs incurred and any costs of third parties by Budgetcam will be charged to the client. In respect of the facility multi-camera, if cancellation takes place less than 21 days before the start of execution of services or delivery of goods, the client shall owe a compensation of 75% of the agreed fee. With respect to the facility for post-production, if cancellation takes place less than 5 days before the start of the performance of services or the delivery of goods, the client will owe compensation amounting to 75% of the agreed fee. With regard to ENG/rental, if cancellation takes place less than 18 hours before the start of the execution of services or delivery of goods, the client will owe compensation amounting to 75% of the agreed fee. In respect of all other facilities and services, if cancellation occurs later than agreed between Budgetcam and the client, the client will owe compensation equal to 75% of the agreed fee.

14.4 Budgetcam is obliged - after payment of the costs by the client - to hand over to the client all that has been completed during the period prior to the premature termination, all this in compliance with the other provisions in the general conditions of Budgetcam.

14.5 In case Budgetcam can provide the goods and services from its employees and/or third parties during the reserved period in whole or in part elsewhere on at least equal conditions, Budgetcam will credit the customer for the (partial) payments already made by him. This is subject to deduction of all costs already incurred by Budgetcam up to the relevant cancellation, which costs are at least 10% of the agreed price.

14.6 Budgetcam reserves the right to cancel agreements in whole or in part in writing in case of such changes in circumstances that fulfillment can not reasonably be expected of Budgetcam or that fulfillment would entail risks under criminal law. In such a case, the customer is not entitled to any compensation.

14.7 Exceeding the delivery time does not in general give the customer the right to cancel the agreement. Budgetcam is entitled to still deliver, make available, rent and perform the services within a reasonable subsequent delivery period. If within this additional delivery period again no delivery is made, the customer has the right to cancel. The above applies, if Budgetcam can not rely on non-attributable failure. By way of compensation, the client can recover, as a maximum, the part of the price paid in advance (provided that no work has been done before).

14.8 If during the execution of an agreement the client makes such changes to the agreement that, in the opinion of Budgetcam, the order becomes infeasible and/or not suitable for the agreed purpose with the client, Budgetcam is entitled to terminate the agreement at any stage prematurely, without any compensation whatsoever. This termination is without prejudice to the obligation of the client to pay all costs incurred up to the early termination, and costs caused by the early termination, to Budgetcam.

Article 15 Culpable shortcoming

15.1 When the customer does not, not timely or not properly fulfill any obligation (especially the payment obligation), Budgetcam has the right to dissolve the agreement in whole or in part by means of an extrajudicial statement. Budgetcam also has the right, if desired, to take possession of its goods again, relying on its retention of title. Budgetcam may also exercise its right of retention. The client then has no right to any compensation. This extrajudicial termination shall not affect the right of Budgetcam to claim (replacement) damages, fulfillment or termination in court.

15.2 In this case, the client is obliged to reimburse Budgetcam for all damage caused to Budgetcam and all costs incurred by Budgetcam in connection with this repossession.

Article 16 Payment

16.1 Invoices must be paid no later than 14 days after the invoice date, unless expressly agreed otherwise in writing. In general, the payment condition is net cash. Budgetcam is entitled to charge advance payments and require further (additional) security. Budgetcam may also request a deposit on the actual provision or rental.

16.2 If one or more of these terms is exceeded, the Clientele will owe the statutory interest - without any notice of default being required - plus 1% on the amount owed for each month, part of a month being taken as a whole, during which the term of payment has been exceeded and/or the Client has been in default of payment of the amount owed. In that case, the amount owed shall also be immediately due and payable without any discount. The deadlines shall be regarded as strict deadlines.

16.3 The mere failure to meet the payment deadlines will result in all judicial and extrajudicial costs being charged to the Client. The extrajudicial costs will in all cases be at least 10% (ten percent) of the outstanding claim, with a minimum amount of € 275.00 and will be payable by the Client without any further summons or notice of default, if the claim has to be transferred to third parties for collection. The amount is in principle based on the collection rate in accordance with the guidelines of the Netherlands Bar Association. If there are higher costs, Budgetcam will specify this in writing.

16.4 Compensation of mutual claims and debts by the client is excluded, given the nature of the mutual performance of parties.

16.5 With regard to payments not yet made by the customer, Budgetcam has the right of retention on the goods of the customer in its care.

16.6 The client is liable for the price, even if the goods cease to exist or decrease in value due to non-attributable failure by Budgetcam.

Article 17 Retention of title

17.1 Budgetcam expressly reserves at all times the ownership of its goods made available or rented to the customer. It also reserves ownership of those items (for which Budgetcam has or has not performed services) which have already been delivered or are still to be delivered to the client, until the client has fulfilled his obligations to Budgetcam in full.

17.2 Budgetcam also reserves the ownership of these delivered and/or to be delivered goods, if the client fails to fulfill his obligations under the agreement to provide services and/or in respect of claims for failure to fulfill such agreement.

17.3 In case of administration, receivership and/or seizure and/or otherwise on matters of Budgetcam, which are in the possession of the client, the client shall make all costs incurred by Budgetcam to recognize and maintain its right of ownership, including the costs of legal assistance on behalf of Budgetcam, to Budgetcam.

Article 18 Rights

18.1 Budgetcam fully retains the copyright and other rights of intellectual property -including but not limited to neighboring rights- on its items respectively on the items for which Budgetcam has performed services that are susceptible to copyright and other rights, unless expressly agreed otherwise in writing. This also applies to the copyright and other contributions of its employees and/or freelancers.

18.2 If the item or parts thereof is part of another matter, whereby the rights are expressly stipulated in writing, Budgetcam reserves in all cases the right to promotional use, whereby Budgetcam will mention the source of possible other authors and other right holders.

Article 19 Confidentiality

19.1 Budgetcam will in general never disclose the agreement with the client and everything they know or obtain in connection with the execution thereof and whereby they know of the confidential nature thereof, or can reasonably suspect this. This is only different when there are legal or judicial obligations that require disclosure or publication for the proper implementation of the agreement is necessary. Budgetcam will also impose this obligation on its employees.

Article 20 General

20.1 Additions and/or modifications to these terms and conditions and the related written agreement

between the client and Budgetcam, are only valid if confirmed in writing by both parties.

20.2 The client is not entitled to transfer his rights from the agreement to one or more third parties, except with the express written consent of Budgetcam. Without prior mutual written consent, the parties are not entitled to transfer one or more obligations from the contract(s) entered into between them, in whole or in part, to one or more third parties.

20.3 Unless expressly agreed otherwise in writing, these General Terms and Conditions shall apply only in the Netherlands and shall relate only to goods delivered, made available, leased and/or services performed or to be performed in the Netherlands.

Article 21 Litigation

21.1 Dutch law shall apply regardless of the place of residence and/or nationality of the client and regardless of the place of delivery, making available, leasing of the goods and/or where the services were performed.

21.2 For all disputes arising from or related to contracts entered into by Budgetcam, and which can not be resolved amicably, the court in Amsterdam, the Netherlands, has exclusive jurisdiction, unless otherwise stipulated by mandatory law.