KINOS RENTALS OY - STANDARD TERMS AND CONDITIONS OF RENTAL, Effective from 2024

The following are the Standard Terms and Conditions (“Standard Terms and Conditions”) that apply to the rental of equipment and purchasing of goods and services from the Company Kinos Rentals (ID/VAT 2702593-7), warehouse address: Vanha Talvitie 8 C, 00580 Helsinki FINLAND, Phone number (booking): +358 925251202, as defined below.

1. Definitions

In these Standard Terms and Conditions the following words shall have the following meanings unless the context otherwise requires:

The Parties:
i. “Company“ means the lessor as indicated in the Specific Terms.
ii. “Customer” means the person, firm, company or partnership (including their successors, personal representatives and permitted assignees) renting Equipment or purchasing Goods and/or Services from the Company as indicated in the Specific Terms.

“Equipment” means camera-, light-, grip-, sound- and production equipment, vehicles and generators and all other related equipment, materials, articles, services and personnel rented out or supplied by the Company to the Customer or any replacements or substitutes and all accessories and additions made thereto.

“Company Personnel“ means the employees, agents, sub-contractors or other persons whose services are employed by the Customer whether in conjunction with the hire of Equipment or the sale or purchase of goods or otherwise.

“Rental Fees“ mean the rates agreed and payable for the rental of Equipment and/or for Goods and/or Services purchased by the Customer from the Company.

“Quotation“ means the written quotation made available by the Company to the Customer, setting out the price, where applicable, quantity in respect of any combination of Equipment, Company Personnel and/or Goods and other Services, and any other term and condition which may be deemed necessary by the Company.

“Contract“ means the agreement between the Company and the Customer for the hire of Equipment or Company Personnel or the sale and purchase of goods and/or services in accordance with and incorporating these Standard Terms and Conditions and the Specific Terms as defined below. The Specific Terms and its Schedules, Appendices, etc. and the Standard Terms and Conditions and their Appendices form an integral part of the agreement between the Company and the Customer.

“Specific Terms“ mean the specific agreement between the Company and the Customer defining the exact terms of hire of Equipment or Company Personnel, the list of Equipment, agreement on Rental Fees and the payment schedule thereof, the Rental Period and the Delivery Date, etc.

2. ORDER AND ACCEPTANCE OF STANDARD TERMS AND CONDITIONS

The Customer may order Equipment, Company Personnel, Studios, Vehicles and/or Goods and Services either in writing (including e-mail) or verbally, by telephone, through our webshop or in person. The Customer provides the Company with sufficient information in good time before the Rental period: including name, address, ID / VAT number, email address, phone number, (electronic) billing information and contact person details. The Company shall check credit reports and ID of the Customer and reserves the right to offer service or refuse service to the Customer. The Company reserves the right to require advance payment of the invoice.

The Company provides the Customer with a Quotation which must be accepted by the Customer before Equipment, Company Personnel, Studios, Vehicles and/or Goods and Services are reserved for the Customer. If the order has been placed by telephone, in person, through our webshop, verbally or in writing, a confirmation e-mail or other evidence of acceptance of the Quotation must be provided to the Company within reasonable time. However, if the Customer has not provided a written confirmation, the acceptance of delivery of any item means these Standard Terms and Conditions and the Quotation shall be binding on the Customer. If the Customer has not confirmed acceptance of the Quotation by e-mail or has not provided any other evidence of acceptance, the Company shall not have any obligation whatsoever to rent Equipment or provide other services to the Customer.

Unless otherwise agreed in writing by the Parties, any order by the Customer for Equipment, Company Personnel, Studios, Vehicles and/or Goods and Services shall be construed as an express acceptance of these Standard Terms and Conditions and the Quotation which shall prevail to the exclusion of all other terms. The payment of any invoices sent by the Company
to the Customer shall be deemed acceptance of the Quotation and/or these Standard Terms and Conditions. The acceptance of delivery shall also be construed as an express acceptance of these Standard Terms and Conditions and the Quotation.

The Customer agrees to rent the Equipment according to these standard terms and conditions. The Company will release the rented Equipment to The Customer in appropriate operational condition, serviced and inspected unless otherwise agreed with The Customer.

3. Pickup and Return

Equipment pick-up by Client is always from the Company at the aforementioned warehouse address and be returned by Customer to the same address, if nothing else is agreed. The Rental House is open between the hours of 7.30 - 16.30 (EET / EEST) on

normal weekdays. The Rental House has a 24/7 pick-up/return area, that can be accessed with special permission and electronic pass with code, the use of which has to be agreed with the Company during opening hours. The Customer has the right to pick-up equipment later than the first day of rental and return equipment earlier than the last day of rental. However, without the reduction of the daily rental price. At pick-up, the Customer or their representative shall be able to identify themselves with either Passport or other Finnish / EU acceptable Identification Card. Should the Customer not be able to identify themselves through those means, the Company reserves the right to refuse service to the Customer. At pick-up, the Customer or their representative shall sign the Equipment list.

4. A binding rental

When The Customer accepts the Quotation made by The Company, either verbally or in writing, a binding reservation is made and a contract is formed between the parties concerning the rental of the equipment. The contract is confirmed separately with signatures or via email case-by-case concerning each rental. If an actual Quotation is not made, the confirmed reservation and the contract between the parties is made when The Customer makes a verbal, written or by digitally signing the reservation for the equipment rented to The Customer. The Company then confirms the reservation either verbally or in writing.

5. Rental period

The Customer agrees to rent the Equipment stipulated in the contract for the rental period, which is always mutually agreed upon separately for each rental. The rented Equipment is at the disposal of The Customer on the first day stated in the contract at 07.30 AM, unless otherwise agreed. The Customer agrees to return the Equipment by 07.30 AM on the morning following the last day of the agreed rental period. For example; if the last date of the mutually agreed rental period is 1.1., the Customer is obliged to return the equipment on 2.1. at 07.30 AM at the latest, if not otherwise agreed.

The Rental Time is counted from the date that both parties have agreed upon as first day of rental until the date that the equipment should be returned to the Company's address. A preliminary booking that has not been confirmed within 48 hours before the first day of rental, is not considered as a booking and the Company reserves the right to rent out that equipment to another Customer.

If Delivery occurs later than at the start of the agreed Rental Period, the Company shall have the right to charge up to full amount for the days the Customer fails to accept the delivery and/or fails to collect Equipment.

The minimum Rental Period shall be one day. The time required to collect and return Equipment is included in the Rental Period.
The Company will use its reasonable endeavours to have Equipment available for delivery or collection on the date requested by the Customer at the time of order but the Company shall not be liable for any consequences of a delay due to circumstances beyond its control, provided that the Company has informed the Customer about such circumstances in due

time.

The Rental Period may be extended by agreement between the Parties, subject always to the availability of Equipment and/or Company Personnel and payment by the Customer of all additional Rental Fees and other charges. In case the Customer has not paid Rental Fees or other charges in due time, the Company may refuse to extend the Rental Period and may demand the immediate return of Equipment to the Company.

6. Rental Time Calculation

The Customer shall pay to the Company the Rental Fees being the amount payable for the hire of Equipment, for Company Personnel, Properties and for Goods and/or Services purchased by the Customer from the Company. Rental Fees shall be set out in the Quotation accepted by the Customer and/or as agreed in the Specific Terms. Rental Fees shall be calculated from the Delivery Date until the Termination Date. In the event that the Equipment is not returned by 7:30 AM on the day following the Termination Date set out in the Quotation and/or the Specific Terms, the Customer shall be liable for additional fees at the full daily rental rates set out in the rental catalogue of the Company for each day until the Equipment is returned. The minimum charge for the delay of a return is 50€ + vat per every extra 24 hours. In the event that the delay of return of Equipment is not agreed upon with the Company in advance the Customer shall be charged an additional fee of 50 €.

The Customer agrees to pay the rental fees for the Equipment rented and the materials purchased as presented in the detailed equipment list. The Company charges 50 percent of the rental price of the Equipment for transport days, if not otherwise agreed. Unless otherwise agreed by the Company, (i) when the Rental Period is agreed to be the maximum of seven (7) days, cancellation of ordered or reserved Equipment and/or Company Personnel within 24 hours of the Delivery Date will incur a cancellation charge of 50% of Rental Fees for Equipment and/or Company Personnel concerned, and (ii) when the Rental Period is agreed to be more than seven (7) days, cancellation of ordered or reserved Equipment within 72 hours of the Delivery Date will incur a cancellation charge of 50% of Rental Fees for Equipment concerned.

The Customer shall pay Rental Fees in the local currency of the Company's office that issued the invoice, without abatement, deduction or set-off. The Customer shall pay Rental Fees as set out in the Quotation and/or in the Specific Terms.

Where rates include the provision of Company Personnel, overtime rates and additional expenses (travel, accommodation, vaccinations, visas etc.) may apply during certain hours or after certain periods of time, in accordance with the Company's applicable price list(s) and in line with applicable domestic and international laws and regulations.
Past due amounts shall bear interest at the rate according to the applicable laws and as set out in the Quotation and/or the Specific terms.

Rental Fees and all other charges and prices set out in the Quotation and in the Specific Terms are given exclusive of VAT including charges mentioned in the General Terms and

Conditions. When applicable, VAT at the standard rate will be added to the sums charged to the Customer. The Customer shall be solely liable for any and all taxes, transportation charges, duties, broker fees, bond, customs and all other costs and duties arising out of the Customer's rental, use or transportation of Equipment or otherwise resulting from the Customer's rent of Equipment, use of Company Personnel and/or purchase of Goods and Services.

The payment schedule is based on the length of the rental period. If the rental period is seven (≤ 7) days or less, the invoicing happens in one installment. If the rental period is more than seven (> 7) days, the payment schedule is agreed between the parties case-by-case. Possible advance payments are agreed upon separately between the parties case-by-case.

The interest on unpaid overdue payments is 7.5 percent. In addition, The Customer is responsible for any possible expenses from collecting receivables.

If The Customer has given The Company a collateral (a guarantee) to fulfill these general terms or for some other reasons to fulfill the obligations of The Customer, The Company has the right to capitalize the collateral in a way The Company sees fit, considering the stipulations as dictated by law concerning capitalizing a collateral.

The Company reserves the right to changes in prices that may be related to the general price situation without any further notice. The rental fees and charges are confidential information between the Customer and the Company and the Customer may not share information about rental fees to third parties.

7. Liability and delivery inspection

The Customer is liable for the welfare of the equipment, made by loss or damage from the moment of prepping / testing and pick-up until approved return.

The Customer is obliged to inspect the rented Equipment immediately upon delivery in a professional manner, to make sure everything is operational (later referred to as "Delivery inspection"). The Customer is obliged to inform The Company of all faults or shortcomings revealed by the Delivery Inspection. If The Customer doesn't make the fault or shortcoming known to The Company, the liability of compensation for the faulty or insufficient equipment moves to The Customer.

If an equipment fault or shortcoming is found in the Delivery Inspection, The Company is obliged to offer The Customer a working equipment or fix the fault before the agreed rental period starts or in a reasonable time after the rental period has started. If the fault or shortcoming has happened because of the actions of The Customer during the Delivery Inspection, The Company is not obliged to offer an equivalent product to replace the faulty one.

The Company is not responsible for damage due to a fault or a shortcoming The Customer should have noticed during the Delivery Inspection. The Customer accepts the Equipment in

the condition it is at the moment of the Delivery Inspection. The Equipment will be rented in its entirety without the included guarantee of function.

The person picking up the equipment must be able to prove, when asked, their identity and their right to manage Equipment on behalf of the production in question.

The person authorized by The Customer shall sign the Equipment list that specifies all the rented Equipment, vehicles and consumables and materials purchased. The Customer is obliged to report the damages or shortcomings found out in the Equipment i) within four (4) hours after the pickup of the Equipment if the rental period is seven (≤ 7) days or less; ii) within twelve (12) hours after the pickup of the Equipment if the rental period is more that seven (>7) days.

If The Customer fails to inform The Company about the faults or damages within the time period as stated above, the signed equipment list is considered as an evidence of the fact that the Equipment delivered was in operational condition and in accordance with the contract. This also means that The Customer is obliged to pay the rental fee to The Company as stipulated in the Contract. If the faults or shortcomings appear later during the rental period and if the faults or shortcomings are of such nature that The Customer should have found them out in the Delivery Inspection, The Customer is obliged to deliver the Equipment to the Company or to a place dictated by The Company, to be replaced or repaired. The Company is not responsible for any direct or indirect expenses or damages occurring to The Customer as a result of such a replacement or repair.

8. Use and maintenance of the Equipment

The Customer is obliged to use, store and maintain the Equipment in a thorough, appropriate and professional manner. The Customer shall only use Equipment for purposes and manners intended by the manufacturer of such Equipment. The Customer is obliged to supervise that the Equipment is solely used by professional personnel and to make sure that the Equipment is not used in conditions where it is exposed to excessive dust, dirt, heat, cold or moisture. The Customer shall be responsible for observing and following all existing and applicable safety regulations and precautionary measures. The Customer shall also be responsible for the storage of Equipment during the Rental Period.

The Company withholds the right to not to release Equipment to a person who is presumed to not possess the adequate professional skills to use the released Equipment. The Customer is responsible for all transportation costs of the Equipment, including the pickup from The Company and the return of the Equipment to The Company. The Customer is responsible for appropriately packing the Equipment, depending on the method of transportation.
The equipment should be treated with care and always be under the supervision of the Customer and during other times, the Equipment is stored in an appropriate manner in guarded and securely locked spaces. Upon return the equipment should be properly cleaned and (with consideration to normal wear-and-tear) in good condition.

The Customer has the responsibility of training and educating their personnel in the care, usage and management as well as necessary regulations to avoid unusual wear-and-tear of the equipment. It is the Customers responsibility to make sure that their personnel have enough knowledge of the equipment to avoid mistreatment of equipment nor make unjustified accusations of the equipment's condition to the Company. The Company reserves the right to refuse service to any Customer who are suspected to not possess the necessary knowledge of usage for the booked equipment. The Customer is obliged to take necessary measurements to make sure that rented equipment is transported in a safe way. If the equipment is "Flight packed", it's the Customers responsibility to make sure that it is done properly.

The Customer shall: not use Equipment for any purpose other than intended by the manufacturer of such Equipment; not lend, sublet, pledge, or otherwise dispose of or encumber Equipment, or permit anyone other than the Customer, persons under the Customer's direction and control (having appropriate qualifications and experience), or the Company, to have possession of, use, examine or evaluate Equipment; not modify or disassemble Equipment, except for the purpose of normal cleaning and maintenance made with professional rental house standards; not attach anything to Equipment by any means that causes damage to Equipment; take all reasonable precautions to avoid loss or damage to Equipment during the Rental Period; inform the Company of any fault in Equipment within 24 hours of the Customer's discovery of such fault; not, without the prior written consent of the Company, use Equipment on any abnormal or hazardous assignment or transport Equipment by air other than on a regular scheduled flight by a reputable airline; and/or not, without the prior written consent of the Company, use Equipment outside of the country of the Delivery.

Vehicles rented by the Company to the Customer may not be used: for transportation of passengers or items for a consideration; for towing, pushing or otherwise moving another vehicle or a trailer, unless explicitly agreed in writing; by persons who are not in possession of a valid drivers license for appropriate category of vehicle and/or who are under the influence of alcohol or drugs. Whenever the vehicle is not used, both the steering wheel lock as well as the entire vehicle must be kept locked. In case of an accident with a vehicle, the Customer and the driver shall safeguard the interests of the Company and the insurer. The Customer shall indemnify the Company against all damages, fees, expenses, penalties, fines, and liabilities imposed on the Company or arising in respect of or related to any non-compliance or contravention of any transport, traffic or other law or regulation; The Customer has unlimited responsibility for all damages caused by unprofessional use of the Equipment to The Customer or to a third party during the whole rental period. The Customer has to provide believable evidence if the damage has been caused by The Company.
The Customer may not rent out equipment nor assign their rights or obligations to a third party without prior written consent by The Company. The Equipment is not allowed to be used in any illegal activities. The Customer shall, at all times, comply with all applicable laws, rules and regulations relating to the use, shipping, handling or transport of Equipment including but not limited to all environmental, occupational health and safety or other such laws, rules and regulations. The Customer shall comply with all statutory regulations such

as, if applicable, use of the tachograph (time chart), compliance with traffic regulations, etc. The Company shall not be liable for any defects in or loss of data, files and/or any other material which is recorded or otherwise created with hired Equipment and/or by Company Personnel. The Company shall not be liable for storing recorded media, unexposed and exposed films, data or files prior, during of after the rental period is due. Unless explicitly agreed in writing. All media, data and files shall be permanently erased by The Company upon returning the rental products back to The Company. The return is due by the same time as the rest of the Equipment.

9. Return of the Equipment

The Customer shall return Equipment at the Customer's expense to the Company's place of business in the same condition as when received by the Customer except for reasonable wear and tear. The Company's staff will check and accept Equipment after Return. Unless the Company gives notice of damaged Equipment to the Customer latest at the end of the second working week after the full Return has taken place, Equipment is considered to have been returned in good working order.

The Company will charge 70 EUR per working hour for the cleaning of the Equipment. The cleaning costs of textiles will be charged as per the actual costs.

10. Vehicles

In these general conditions the term vehicle means all motorized machines used for transportation rented by The Company to The Customer according to the mutual agreement, such as vans, trucks, generator trucks and other possible motorized vehicles such as all-terrain vehicles and snowmobiles. The same general conditions of contract are applied to the vehicles as to the other Equipment. In addition, the following rules apply to the vehicles: The vehicles shall be delivered to The Customer with a full tank and The Customer shall return them refueled. If the vehicle is not returned with a full tank, The Company withholds the right to charge The Customer the fueling costs.

The Customer shall appoint a person in charge to all vehicles stipulated in the mutual contract. The Company shall release the vehicle to the person in charge appointed by The Customer. The person in charge appointed by The Customer is in principal charge of the appropriate and legal use of the vehicle.

The Customer commits to ensuring that the vehicle is used solely according to its function and on normal roadways.
The Customer is obliged to compensate for the damage occurred to the vehicle, to the accessories or the interior of the vehicle up to the own risk part of the vehicle insurance on the condition that The Customer has reported the damage to The Company immediately the damage has occurred and delivered all necessary documents and reports to the Company. If the necessary documents and reports are not delivered to The Company within a reasonable time, The Customer is obliged to cover all the damages occurred to the vehicle in entirety. The vehicle must not be taken outside the borders of Finland, if not separately agreed with

The Company. The Customer is always responsible for all parking tickets and other traffic violations or offenses, fines, road tolls and congestion charges during the rental period of the vehicle.

The vehicles can not be used: - for transportation of passengers or equipment for payment - for towing, pushing or otherwise moving other vehicles or pulling trailers - for any other use in a manner liable to cause damage to the Vehicle. The use of vehicles under the influence of alcohol or other narcotic substances is forbidden.

Vehicles are equipped with a GPS-system which is used to check the mileage numbers and allowing the Company to GEO locate all vehicles at any time without informing the Customer.

11. Maintenance and repairs

Normal cleaning and maintenance of Equipment (including cleaning and oiling moving parts, cleaning lenses and filters by professional rental house standards), replacing and cleaning ground glass, and basic troubleshooting (including changing fuses and end user removable circuit-boards) can be done by the Customer and shall only be performed by persons who have been provided with explicit maintenance and service instructions. If the required repairs exceed normal cleaning and maintenance measured by professional rental house standards, the Company shall make such repairs provided that the Customer returns such Equipment to the Company's place of business, unless the Company determines that such repairs may be carried out at the location where Equipment is being used, in which case the Company may send a technician to such location for that purpose at the Customer's request and sole cost and expense. The Company shall make such repairs or replace Equipment as promptly as reasonably practicable.

The cost of repairs or replacement resulting from reasonable wear and tear, or from any defect in Equipment, shall not be charged to the Customer and the Customer shall not be responsible for transportation costs for sending Equipment back to the Company's place of business nor for Rental Fees for such Equipment during the period it is being repaired or until it is replaced; however, the Customer shall still bear the risk of loss during such period. Repairs or replacement costs resulting from any other cause, including, without limitation, misuse, accident or abuse of Equipment shall be charged to the Customer, repair, transport and rental costs included.

12. Rights of Ownership

All equipment rented by the Customer from the Company is owned by the Company. The Customer obtains, according to these conditions, only a non-exclusive right of use by the term specified by the rental period. The Company has the rights to at any time use these Rights of Ownership to dispose of the equipment in any way.

13. Damage, Loss and Insurance

Equipment shall be at the Customer's risk during the Rental Period from Pick up / Delivery

until Return. The Customer is released from liability for loss or damage to Equipment pursuant to these Standard Terms and Conditions only after Equipment has been checked and thoroughly searched and its Return accepted by Company staff. In the event that Equipment is lost, stolen, missing, destroyed, or damaged beyond repair while at the risk of the Customer, the Customer shall be liable for and agrees to compensate the Company for the replacement cost (without deduction for depreciation). Further, with respect to any lost, stolen, missing, destroyed or damaged Equipment, the Customer agrees to compensate the Company for Rental Fees for the Equipment until the Equipment is repaired or replaced. For the avoidance of doubt, these costs and compensation shall be covered preliminary by the Company´s and the Customer´s Insurances, but in the event they are not covered by the Insurances (in whole or in part), the Customer shall have the liability as presented herein.

The Equipment is insured by Lähitapiola. The amount of deductible is 2500 EUR per case. The deductible for Chapmann or Fisher dollies is 4000 EUR per case. Vehicle deductible is 1300 EUR and also for trucks 1300 EUR. The Company's Insurance policy does not cover any Equipment attached to a drone or underwater equipment, and damages will be covered by the Customer. For Equipment used underwater or drone use, an additional Insurance is required by the Customer.

The Customer shall not use or allow Equipment to be used for any purpose or by any person not permitted by the standard terms and conditions of the Company's Insurance and/or the Customer's Insurance (as defined below) and shall not, for the duration of the Rental Period, do or omit to do any act or thing whereby such Company's Insurance and/or Customer's Insurance terms would or may be vitiated or invalidated and/or jeopardize the prospect of a successful insurance claim in respect of any loss or damage to Equipment. The Company shall not be liable for any direct or indirect harm, loss or damage arising from or related to Equipment, its use, possession or malfunction, instances of negligence associated with or transportation of Equipment. The Company shall not be held liable for any lost business profit or any other indirect or consequential loss or damage. The Company assumes no responsibility for the suitability of Equipment for the use intended by the Customer.

Equipment has been insured by the Company (“Company's Insurance”) under a policy which is in effect in Finland and, subject to certain exceptions, also abroad. According to the Company's Insurance policies, the Customer must keep the Equipment safe and in a locked space at all times and always supervised. Under the circumstance of Equipment being stolen or harmed in an unlocked and unsupervised space, Customer will cover all damages, harms and stolen Equipment. Coverage of Company's Insurance requires traces of the act of breaking and the attributes of a criminal case. The insurance coverage is available to the Customer for review upon request and subject to update from time to time. However, the Company reserves the right to require additional insurance at the Customer's expense, the terms and conditions of such insurance to be determined by the Company. Such insurance must be valid and paid for by the Customer before the pick up / Delivery Date. The Customer shall be liable for any applicable deductible for the Company's Insurance in respect of each occurrence of damage or loss.

Any and all liability, claims, demands, actions, causes of action, loss, costs, damage and

expenses arising out of or based upon the use or possession of Equipment or the present or future fitness, quality, design, condition, repair, merchantability, functioning, performance or malfunctioning of Equipment, which is not covered by the Company's Insurance, shall be the sole risk of the Customer. However, the Customer may, with written pre-approval of the Company, take out and maintain insurance against loss, damage or liability arising in connection with the use or storage of Equipment and/or loss due to breakdown, accident, damage or delay and/or against loss, damage or liability arising in connection with acts, omissions or default of personnel in carrying out or incidental to their duties ("Customer's Insurance"). In the event of loss or damage to Equipment, the Customer shall: (i) immediately notify the Company (and the Police where appropriate) and take all practicable notify the Company (and the Police where appropriate) and take all practicable steps towards discovery and recovery; (ii) as soon as practicable, provide the Company with a full written report of the circumstances of the loss or damage to the Company and furnish the Company with any particulars or evidence as may reasonably be required by the Company or the insurer.

The Company reserves the right to terminate the Customer's usage of any Equipment if the Company considers that its Equipment, employees, suppliers, subcontractors or agents would or may be put at risk if usage were to continue, for example in adverse weather conditions. In these circumstances, Rental Fees shall remain payable by the Customer in full. The Customer shall use Equipment only in conditions defined in the user manual of the Equipment and is responsible for any damages caused by neglecting the described working conditions.

If the Equipment falls under delays of schedule or other consequences caused by unforeseeable circumstances (Force Majeure) such as strikes, natural disasters, lightning, war, mobilization of army, claim of embargo, currency restrictions, laws of a foreign nation, riot and/or rebellion, temporary restrictions of transport, pandemic, interruption of fuel delivery or delay caused by subcontractors, the Customer is responsible for all damages, losses or other consequences occurred to the Equipment between the time of delivery and return. This includes also the freedom of responsibility of The Company for the aforementioned reasons to the damages occurred to the Equipment and / or the delays of the production caused by the losses.

The Customer is responsible for the damages caused to The Company or to the third party during the rental period. The Company is not responsible for any consequences caused by corrupted data, files and/or any other material recorded by the Equipment rented from The Company or by the personnel of The Company. If damage has occurred to the Equipment, The Customer must provide the necessary reports of the conditions or the circumstances under which the damage has occurred and other evidence the insurer could reasonably require. The Customer shall act at all times according to the terms of insurance.

The Customer is responsible for ensuring the vehicle is being kept locked. After working hours property must be removed from the vehicle or trailer unless the vehicle is parked in a locked building or a place with a constantly supervised camera supervision. In the act of breaking the insurance will not cover if no marks of breaking in are visible. The Customer is

responsible for making sure no equipment is left on site and that the ward instructions by the insurance company are being followed. The insurance does not cover damages caused by forgetting or losing the equipment, betrayal, embezzlement or similar disingenuous conduct, hacking or a virus.

14. Change of Terms

If The Customer wishes to change the mutually agreed rental period or make changes to the rented Equipment, The Company is not obliged to commit to the new rental period or offer the additional Equipment. The Company shall try to adapt to the changes to its best ability. All the changes to the contract shall be done in writing. If the Equipment or part of the Equipment is returned after the termination of the mutually agreed rental period, or in other words late, The Company has the right to charge rent for the Equipment or part of the Equipment in full for each starting 24 hours. The additional 24 hours period starts each day at 07:30 AM. If the Equipment or part of the Equipment returned late causes The Company extra costs or other direct damages, The Customer is obliged to compensate all the costs incurred to The Company in entirety.

- 50 % of the rental price of the cancelled Equipment or part of it when the rental period is more than seven (>7) rental days and the mutually agreed rental period starts in more than 72 hours or less.
- 25 % of the rental price of the cancelled Equipment or part of it when the rental period is more than seven (>7) rental days and the mutually agreed rental period starts in more than 72 hours but less than 120 hours.
- 10 % of the rental price of the cancelled Equipment or part of it when the rental period is more than seven (>7) rental days and the mutually agreed rental period starts in more than 120 hours but less than 168 hours. In addition to the aforementioned, The Customer is obliged to compensate The Company the extra costs incurred by the change of rental or other direct damages.

The Company reserves the right of annulling any contract if The Customer has a payment notice of more than fifteen days, or The Customer has filed for bankruptcy, had property seized, cancelled payments or are in such insolvency that pay, rent or other charge, reasonably judge, will not be paid. Corresponding right of annulment will be applied if the equipment is exposed to abnormal wear and tear, or in such misuse that extensive market value decrease is imminent, or if The Customer disregards the conditions of this contract, and the disregard is not of only minor significance to the Company. With any annulment, according to this paragraph, the Company reserves the right to return the equipment on the expense of the Customer.

The Customer further acknowledges that it has determined Equipment as specified on the Delivery Note will be fit for its purposes and that it has not relied on the skill or judgement of the Company or any person purporting to act on its behalf in selecting such Equipment and that before Delivery the Customer has checked Equipment for completeness, correct functioning and suitability, including film testing of all cameras wherever practicable in a manner similar to that in which they will be used by the Customer on the production.

The Customer waives, releases and agrees to defend, indemnify and hold harmless the Company, its affiliates and related companies and each of their respective officers, directors, employees, shareholders, agents, representatives, insurance carriers, successors, licensees, and assigns, and each of them, from any liability, claims, rights of subrogation, demands, actions, causes of action, losses, costs, damages and expenses (collectively, “Claims”) arising out of or based upon Customer’s breach of the terms of these Standard Terms and Conditions, subrogation claims by the Customer’s insurers, or the Customer’s use, possession, operation, and transport of Equipment, including, without limitation, the preparation and testing of Equipment (whether or not the preparation and testing takes place on the Company’s premises), other than Claims arising out of or based upon the gross negligence or wilful misconduct of the Company.

15. Breach of contract and bankruptcy of the Customer

If the party has failed to meet or neglected the duties stipulated in this contact and has not corrected his negligence after the other party has notified this or the parties have not mutually agreed on corrective action plan, the party damaged by the breach of contract has the right to terminate this contract immediately if the breach of contract is of essential importance. The party willing to terminate this contract is obliged to notify the other party immediately. The party guilty of the breach of contract or the party who has not met its contractual obligations is obliged to compensate for the damages occurred to the other party.

If The Customer is declared bankrupt or otherwise found insolvent or if The Customer uses the Equipment against the terms of this contract, The Company has the right to obtain the Equipment back immediately. The Company is not responsible for the potential damage to The Customer nor does it release the obligation of The Customer to pay the rental fee in entirety.

16. The use of the Equipment outside of Finland

The Customer is not allowed to take or use the Equipment outside Finland without the written consent from The Company. The Customer is obliged to make all the necessary reports on its own expense and to acquire and maintain all the necessary permits including
ATA Carnet (for which a service can be offered by The Company) and insurances, that the export, import and use abroad of the Equipment requires.

17. Credits

In case Equipment has been used in connection with a film, television or video production, the Customer shall mention the Company as well as any Company Personnel engaged in such production in the end credits or equivalent listing of the said production as customary in the industry. For this purpose the Company logo package can be downloaded from the bottom of this webpage: https://kinosrentals.fi/about/

18. Miscellaneous

Nothing contained in these Standard Terms and Conditions shall be construed to create a partnership between, or joint venture by, the Parties, or to constitute either Party the agent of the other Party.

The Customer may not assign any Quotation, Contract or any other agreement concluded with the Company or any of its duties thereunder to a third party without prior written consent by the Company. The Company may assign at its own discretion its agreements or any duties thereunder to a third party without prior written consent by the Customer. In the event of any conflict between these Standard Terms and Conditions and Specific Terms and/or Quotations, Specific Terms shall prevail in each individual case.

The prevailing party in any suit, legal proceeding, arbitration or other action brought arising in connection with these Standard Terms and Conditions shall be entitled to recover its reasonable outside attorneys' fees and other expenses incurred in such proceeding or action, in addition to any other relief to which it may be entitled.

Contracts, Quotations, these Standard Terms and Conditions and all other agreements between the Parties shall be governed by, interpreted under, construed and enforced in accordance with the laws of Finland. Any disputes relating to or arising from these Standard Terms and Conditions, Contracts, Quotations and/or any other agreements between the Parties shall primarily be resolved through negotiation between the Parties. Any disputes which cannot be resolved in this manner shall be settled by arbitration by one (1) arbitrator in accordance with the Rules of the Arbitration Institute of the Finland Chamber of Commerce.

BY CONFIRMING THE QUOTE AND / OR SIGNING THE RENTAL AGREEMENT I ACKNOWLEDGE HAVING READ AND AGREE TO ABIDE BY THE STANDARD TERMS AND CONDITIONS AS DETAILED ABOVE AND THE PRIVACY POLICY OF THE COMPANY.