

# General terms and conditions of equipment rental of Valofirma The Light House and Kamerafirma The Camera House

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## THE RENTAL AND DELIVERY TERMS AND CONDITIONS OF FILM EQUIPMENT GENERAL RENTAL TERMS

### 1 FIELD OF APPLICATION AND THE PARTIES

- 1.1 These general terms are applied between Valofirma The Light House Ltd. (later referred to as "The Company") and its light, camera and grip equipment and studios and vehicles (later referred to as "Equipment") and the company or private person (later referred to as "The Customer").
- 1.2 The Company and the Customer (later referred to as "The Parties") will always make a detailed and separate contract.

### 2 THE SUBJECT OF THE CONTRACT

- 2.1 The Customer rents Equipment from The Company. The Parties will agree on the Equipment case-by-case and the contract will be presented as a written document for each rental event. The Customer agrees to rent the Equipment according to these general terms and conditions.
- 2.2 The Company will release the rented Equipment to The Customer in appropriate operational condition, serviced and inspected unless otherwise agreed with The Customer.
- 2.3 In these general terms and conditions of rental, "The Equipment" means all filming equipment and other related equipment, accessories, materials, vehicles and generators rented out or delivered by The Company.
- 2.4 The contract means the mutual agreement between The Company and The Customer. The contract defines the rented equipment, sales and other agreed-upon services according to the general rental terms.

### 3 A BINDING RENTAL

- 3.1 When The Customer accepts the offer 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 offer is not made, the confirmed reservation and the contract between the parties is made when The Customer makes a verbal or written reservation for the equipment rented to The Customer. The Company then confirms the reservation either verbally or in writing.

### 4 RENTAL PERIOD

- 4.1 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.
- 4.2 The rented Equipment is at the disposal of The Customer on the first day stated in the contract at 0730 AM, unless otherwise agreed. The Customer agrees to return the Equipment by 0730 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 5.9., the Customer is obliged to return the equipment on 6.9. at 07.30 AM at the latest, if not otherwise agreed.

- 4.3 The Customer has the right to pick up the Equipment later than agreed in the contract and return the Equipment earlier than agreed in the contract. However, this doesn't reduce the number of previously agreed rental days for the Equipment.
- 4.4 The Customer is responsible for the Equipment in case of damage or loss from the moment of Delivery inspection (see chapter 7. Delivery inspection) until the return of The Equipment.

## **5 RENTAL AND OTHER FEES**

- 5.1 The rental prices are specified in a separate price list. The details on all of the Equipment rented is presented in the equipment list; a separate document drawn out between the parties.
- 5.2 The Customer agrees to pay the rental fees for the Equipment rented and the materials purchased as presented in the detailed equipment list.
- 5.3 Memory cards will be charged if the sales package has been opened.
- 5.4 The Company charges 50 percent of the agreed daily rental price of the Equipment for the first transport day and the full agreed daily rental price thereafter, unless otherwise agreed.

## **6 INVOICING AND TERM OF PAYMENT**

- 6.1 The Customer is obliged to pay the rental fees and other fees against the invoice. The payment is due within 14 days, unless otherwise agreed.
- 6.2 The payment schedule is based on the length of the rental period. If the rental period is seven ( $\leq 7$ ) 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.
- 6.3 Possible advance payments are agreed upon separately between the parties case-by-case
- 6.4 The interest on unpaid overdue payments is 8 percent. In addition, The Customer is responsible for any possible expenses from collecting receivables.
- 6.5 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.

## **7 DELIVERY INSPECTION**

- 7.1 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").
- 7.2 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.
- 7.3 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.
- 7.4 The Company is not responsible for damage due to a fault or a shortcoming The Customer should have noticed during the Delivery Inspection.
- 7.5 The Customer accepts the Equipment in the condition it is at the moment of the Delivery Inspection.
- 7.6 The Equipment will be rented in its entirety without the included guarantee of function.
- 7.7 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.
- 7.8 The person authorized by The Customer will sign the Equipment list that specifies all the rented Equipment, vehicles and consumables and materials purchased.
- 7.9 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 ( $\leq 7$ ) days or less; ii) within twelve (12) hours after the pickup of the Equipment if the rental period is more than seven ( $>7$ ) days.
- 7.10 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.
- 7.11 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**

- 8.1 The Customer is obliged to use, store and maintain the Equipment in a thorough, appropriate and professional manner.
- 8.2 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. To maintain the performance on the Equipment e.g. camera gear must be stored in a dry and warm storage between shooting periods.

- 8.3 The Customer is obliged to make sure that the Equipment is under constant supervision in all filming locations and that during other times, the Equipment is stored in an appropriate manner in guarded and securely locked spaces. The Customer should inquire ahead of time about details on appropriately storing the rented Equipment from the Company.
- 8.4 During the rental period, The Customer is obliged to take care of the standard daily maintenance and cleaning of the Equipment.
- 8.5 The Customer does not have the right to sublet or allow the Equipment to be used by a third party without prior written consent by The Company.
- 8.6 The Equipment is not allowed to be used in any illegal activities.
- 8.7 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.
- 8.8 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.
- 8.9 The Customer is responsible for appropriately packing the Equipment, depending on the method of transportation.
- 8.10 The Customer has unlimited responsibility for the damages caused by the Equipment to The Customer or to a third party during the rental period.
- 8.11 The Customer is responsible for all damages caused by unprofessional use of the Equipment to The Customer or to a third party during the whole rental period.
- 8.12 The Customer has to provide believable evidence if the damage has been caused by The Company.

## **9 RETURN OF THE EQUIPMENT**

- 9.1 The Equipment must be returned to The Company before the end of the mutually agreed rental period if not otherwise agreed. The Equipment is considered returned when it is appropriately delivered to the premises of the Rental House or to another place mutually agreed in advance.
- 9.2 The Company will charge fifty (50) euros per working hour for the cleaning of the Equipment. The cleaning costs of textiles will be charged as per the actual costs.

## **10 VEHICLES**

- 10.1 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:

- 10.2 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.
- 10.3 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.
- 10.4 The Customer commits to ensuring that the vehicle is used solely according to its function and on normal roadways.
- 10.5 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 (pls look at clause 11) 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.
- 10.6 The vehicle must not be taken outside the borders of Finland, if not separately agreed with The Company.
- 10.7 The Customer is always responsible for all parking tickets and other traffic violations or offences, fines, road tolls and congestion charges during the rental period of the vehicle.
- 10.8 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
- 10.9 The use of the vehicles under the influence of alcohol or other narcotic substances is forbidden.
- 10.10 Vehicles are equipped with a GPS tracking system, which is used to determine the mileage charges. By using the vehicle, the Customer/driver gives consent to the use of location data. The basis for processing personal and location data is in accordance with the data protection law for purposes related to business operations. The personal data collected about the drivers of the vehicles includes their name, phone number, and email address. The personal data is collected for the management of customer and service relationships in compliance with the data protection legislation. A privacy policy regarding the vehicles is available.

## **11 INSURANCES**

- 11.1 The Equipment is insured by The Company.
- 11.2 The deductible for the insurance of the Equipment for The Customer is one thousand (1000) euros per accident.
- 11.3 The deductible for the insurance for The Customer for the vans is seven hundred and fifty (750) euros and for the trucks one thousand two hundred and fifty (1250) euros per accident.
- 11.4 The Customer is committed to covering all the damages/expenses that aren't covered by the insurance.

- 11.5 The rented Equipment is the responsibility of the Customer, regardless of who handles the Equipment or vehicles during the rental period. For clarity, it is stated that even if the Equipment or vehicles are handled by the Company's personnel in production, the rented Equipment remains the responsibility of the Customer.
- 11.6 The Equipment is insured in Finland. In case of possible use abroad, The Customer is obliged to check from The Company the validity of the insurance in the country of destination.
- 11.7 The Company withholds the right to claim The Customer to acquire the necessary additional insurances in case of the use abroad.
- 11.8 Primarily, The Company shall acquire the additional insurance and charge The Customer the actual costs.
- 11.9 Exceptions in deductibles in cases of crime against property: the deductible of The Customer is 25% of the amount of the loss or damage, but at least one thousand (1000) euros in case the property has been stolen from a vehicle, boat, trailer or shipping container. More detailed insurance terms are available from the Company upon request.
- 11.10 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, 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.
- 11.11 The Customer is responsible for the damages caused to The Company or to the third party during the rental period.
- 11.12 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.
- 11.13 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.

## **12 DAMAGES AND FAULTS**

- 12.1 The Customer is responsible to report all faults and accidents found out in the Equipment during and after the rental period and to execute the necessary steps to minimize the damage and to find out the cause of the damage.
- 12.2 The Customer is responsible for all damages occurred to the Equipment and possible beyond-repair damages caused to The Company. The Customer is also responsible for the damages The Company finds out during the return of the Equipment or in the later inspections.
- 12.3 The Customer is committed to compensate the repair costs of the Equipment to the extent that can be repaired or the purchase costs of the new product or equivalent in case the

Equipment or part of it is damaged beyond repair, lost, unfixable or not returned to The Company.

- 12.4 The Customer has no right to alter or repair any parts of the Equipment without prior permission from The Company.
- 12.5 If during the mutually agreed rental period a fault occurs to the Equipment, which is not caused by the activities that The Customer is responsible of, The Company is obliged to compensate the repair costs of the Equipment and other reasonable direct costs, such transportation costs and delivery costs.
- 12.6 The Company is not responsible or obliged to The Customer to compensate any other damages caused to The Customer by the faults of the Equipment, excluding the aforementioned costs.
- 12.7 The Customer is responsible to The Company for all damages occurred on purpose or because of negligence.

### **13 CHANGING OR CANCELLING THE RENTAL**

- 13.1 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.
- 13.2 All the changes to the contract shall be done in writing.
- 13.3 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.
- 13.4 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.
- 13.5 If The Customer cancels the confirmed contract of Equipment rental (pls. look at clause 3. Binding rental) concerning the rented Equipment fully or partially, The Customer is obliged to pay The Company compensation for the breach of contract as per the following terms:
- 50 % of the rental price of the cancelled Equipment or part of it when the rental period is seven ( $\leq 7$ ) rental days or less and the mutually agreed rental period starts in 24 hours or less.
  - 25 % of the rental price of the cancelled Equipment or part of it when the rental period is seven ( $\leq 7$ ) rental days or less and the mutually agreed rental period starts in more than 24 hours but less than 96 hours.
  - 10% of the rental price of the cancelled Equipment or part of it when the rental period is seven ( $\leq 7$ ) rental days or less and the mutually agreed rental period starts in more than 96 hours but less than 120 hours.
  - 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.

#### **14 DUTY TO NOTIFY**

- 14.1 The Customer is obliged to clarify that the right of possession of the Equipment is based on the rental agreement, whenever necessary.

#### **15 BREACH OF CONTRACT AND BANKRUPTCY OF THE CUSTOMER**

- 15.1 If the party has failed to meet or neglected the duties stipulated in this contract 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.
- 15.2 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 FINLAND**

- 16.1 The Customer is not allowed to take or use the Equipment outside Finland without the written consent from The Company.
- 16.2 The Customer is obliged to make all the necessary reports on its own expense and to acquire and maintain all the necessary permits that the export, import and use abroad of the Equipment requires.

#### **17 CREDITS**

- 17.1 When the Equipment and/or The Company's personnel are used in production, The Company is entitled to the following credits along with display of The Company's current



logo in the end titles of the feature, wherein it is possible on behalf of the terms and conditions set by the commissioner of the work:

- Light/Grip Equipment/Studio: Valofirma The Light House Oy
- Camera Equipment: Kamerafirma The Camera House Oy
- The credit for the personnel shall include the name of the person and the appropriate title.
- The logo of The Company shall appear in the end titles. It can be downloaded from the following address: <https://valofirma.fi/en/info/>

## **18 THE APPLICABLE LAW AND DISPUTE RESOLUTION**

- 18.1 These general rental conditions are applied under the law of Finland. Any dispute, controversy or claim arising out of or relating to this contract and the general rental terms, shall be resolved primarily with negotiations and finally settled at the Helsinki Municipal Court.
- 18.2 If there is a conflict between these general rental terms and a separate and specific contract between The Company and The Customer, the conditions of the latter contract shall be followed primarily.
- 18.3 In case of any interpretational ambiguities in this text, the Finnish version of the rental terms and its interpretation shall prevail.