

General Terms and Conditions (GTC) of Knackscharf GmbH & Co. KG.

Important Notice:

This translation of the General Terms and Conditions of Knackscharf GmbH & Co. KG serves only to facilitate business with international clients and is **not legally binding**. Please refer to the official German document "Allgemeine Geschäftsbedingungen" of Knackscharf GmbH & Co. KG - which can be found in the "Downloads" section of our German website - for the sole and legally binding Terms and Conditions under which Knackscharf GmbH & Co. KG is operating.

Section 1: Equipment Rentals

1. Scope of application

These General Terms and Conditions (hereinafter referred to as GTC) are the basis and constituent of all contracts concluded between KNACKSCHARF GmbH & Co. KG (hereinafter referred to as KNACKSCHARF) and their contractual partners (hereinafter referred to as the client) regarding the services of KNACKSCHARF.

They also apply to all future transactions with the client.

Any other terms and conditions of the client are not valid and are hereby expressly contradicted. Such GTC shall only apply if KNACKSCHARF expressly confirms this in writing.

2. Rental period, remuneration

The rental period is at least 24 hours. The current rental prices of KNACKSCHARF apply. If the client returns the rented items after expiry of the rental period, KNACKSCHARF reserves the right to charge a full additional day for each new day. The prices are subject to statutory value-added tax, currently 19%. If the fee for additional services, e.g. delivery, assembly and support by specialist personnel, is not regulated in contracts, an appropriate fee shall be deemed to have been agreed upon.

3. Transport, shipping

Unless otherwise agreed upon, KNACKSCHARF shall not be responsible for the transport of the rented items. If KNACKSCHARF assumes the transport of the rented items on an express agreement with the customer, KNACKSCHARF may carry out the transport at his own choice or through a third party. If KNACKSCHARF carries out the transport through a third party, the customer shall primarily hold the third party responsible for any claims for damages, as far as the customer suffers any losses or is harmed.

4. Cancellation, impossibility

A cancellation (termination of the contract) by the customer is possible according to the following regulation. The cancellation requires the written form to be effective.

In case of cancellation, the customer is obliged to pay the agreed remuneration as a compensation to KNACKSCHARF on a pro rata basis according to the following graduation:

- Cancellation 2 days prior to contract start date 20% of the total amount
- Cancellation 1 day prior to contract start 50% of the total amount
- Cancellation on the day of the contractual rental begin 100% of the total amount

KNACKSCHARF reserves the right to refrain from asserting these claims within the scope of the goodwill.

Cancellation more than 2 days prior to contract start is free of charge. For the point of time of cancellation, the receipt of the notice of termination at KNACKSCHARF is decisive. Should KNACKSCHARF be affected by exceptional circumstances, e.g. illness, death, urgent family matters or force majeure, which prevent the delivery of the agreed service, KNACKSCHARF assumes no liability for any resulting damages.

5. Payment

Unless agreed upon otherwise, the remuneration shall be paid without deductions/discounts within 10 days after the reception of the invoice.

In the case of non-payment in due time, the customer shall pay at least the maturity interest at the statutory rate. The assertion of further damages remains reserved.

6. Transfer of use and deficiencies

The objects rented from KNACKSCHARF are devices which require special care and the use by technically trained personnel. The customer is obliged to inspect the rented items for complete delivery and possible transport damage upon reception and to notify KNACKSCHARF immediately of any defect or missing items.

If the customer neglects the examination or the notification, the condition of the rented items is deemed approved/sufficient, unless the defect was not recognizable during the examination. If such a defect appears at a later time, KNACKSCHARF must be notified immediately after discovery. Otherwise, the condition of the rented items shall also be deemed to be sufficient despite of this defect.

If the rented items are defective at the time of the transfer or if such a defect shows up later, the customer may request rectification after a timely notification. This does not apply if the customer has caused the defect himself. KNACKSCHARF may, at its own discretion, fulfill the demand for improvement by providing an equivalent rented object or by repair.

KNACKSCHARF may make the remediation dependent on the reimbursement of the transport, travel and labor costs by the customer, if the rectification involves disproportionate expenses. This is regularly the case when the rented items are located abroad.

If multiple objects are rented, the customer is only entitled to terminate the entire contract due to the defect of a single object, if the rented objects have been rented as a joint property and the defect impairs the contractual function of the rented objects as a whole.

7. Compensation, liability

The customer is only entitled to contractual and statutory claims for damages if they are based on intentional or grossly negligent breach of duty by KNACKSCHARF or its legal representatives or executive employees.

Liability for damages resulting from injury to life, body or health shall remain unaffected by these limitations.

8. Due diligence

The customer has to handle the rented items with care.

Rental items may only be setup, operated and dismantled within the scope of the technical regulations and exclusively by qualified personnel. Flash generators operated on voltage-stabilized emergency generators may only be operated with Progas 2 or other devices which are classified as harmless by KNACKSCHARF.

On request, KNACKSCHARF will provide the customer with a list of suitable generators.

9. Insurance

All rented items are insured.

The insurance covers repairs of possible damages with a retention of EUR 350,-. The insurance excludes negligent behavior towards the rental equipment as well as theft. Damage caused by fire and overvoltage damages on the flash generators are also excluded from the insurance.

10. Return of rented items

Rental items must be returned in flawless condition at the end of the agreed rental period. A return before the end of the agreed rental period leaves KNACKSCHARF's claim on the agreed remuneration unaffected.

If the rental period is exceeded, the customer shall inform KNACKSCHARF immediately in writing. For any exceeding of the agreed rental period the customer has to pay the fee mentioned in (2).

In the case of culpable damage or loss of goods, the client shall indemnify KNACKSCHARF the costs of repair, or in the event of total loss, the replacement value minus the residual value (if any), unless the costs are reimbursed by the insurance company.

11. Liability for digital data

KNACKSCHARF does everything to ensure maximum data security. In case of data loss due to technical defects, power failure, force majeure or other events, KNACKSCHARF shall only be liable in cases of willful intent or gross negligence. The customer is strongly advised to make backups of the data himself.

KNACKSCHARF assumes no liability for any damages resulting from data loss. The customer is free to take out an appropriate production insurance.

KNACKSCHARF will delete all files irrevocably after completion and return of the order, unless otherwise agreed upon.

For the Terms and Conditions of Vehicle and Studio rentals, please refer to the according German "Allgemeine Geschäftsbedingungen (AGB)" found in the "Downloads" section of our German website <http://www.knackscharf-rent.de>.