

GENERAL TERMS AND CONDITIONS FOR RENTAL

Rental Company and Lessor (Stereoscopic Technologies GmbH, An der Leiten 6, 82290 Landsberied, Germany) are hereinafter jointly referred to as "the Parties".

Article 1: Scope

Lessor will provide the 3D rig equipment to Rental Company.

Article 2: Payment Terms

Payment shall be made by wire transfer without any deduction. Discount and bill charges shall be borne by the Rental Company and shall become payable immediately. Lessor shall be entitled to charge a reminder fee amounting to USD 20.00 as of the second reminder. In the event that Rental Company is in default, Lessor shall be entitled to charge interest on arrears in accordance with the statutory regulations (§288, paragraph 1, German Civil Code). If Lessor become aware of any circumstances which put the Rental Company's solvency or readiness to make payment into question, in particular, if payments are not made or if the customer is in arrears with his payments, Lessor shall be entitled to demand payment of the full balance, even if payment periods and prolongation of payment had been granted beforehand. Furthermore, in such event, Lessor shall be entitled to demand advance payment and deposit of security or to withdraw from the rental contract after having granted a reasonable notice. Rental Company shall only be entitled to set-off, retention or deduction, also in case if complaints or counterclaims have been ascertained, if any such counterclaims have been legally determined or if they are undisputed.

Article 3: Performance

- 3.1 The Rental Company – or in case of subrental the subrenting company - shall inform Lessor about the intended use in detail and shall check the equipment and all accessories for their trouble-free condition, correct functionality and completeness before receipt or dispatch. The Rental Company – or in case of subrental the subrenting company - shall be obligated in any case to carry out a full test run of the equipment before their intended use. Receipt of the equipment shall serve as Rental Company's confirmation of their trouble free condition suitable for the use in accordance with the terms of the contract.
- 3.2 Rental Company shall use due care when dealing with the things transferred to them. In case of any transfer of Lessor's equipment to third parties free of charge or onerously (i.e. commercial or non-commercial subletting), Rental Company shall insure the equipment and shall - irrespective of his own liability - handle any damage or loss through his own insurance.
- 3.3 The items leased shall only be installed within their technical specifications and shall only be assembled, operated and dismantled by expert persons. In case items are rented without service staff from Lessor Rental Company has to take care by his own that all existing safety regulations will be observed, especially the regulations of the Accident Prevention & Insurance Associations.

Article 4: Insurance

- 4.1 The items rented from the Lessor shall be insured by Rental Company by a film apparatus and transport insurance at the cost of replacement. Before delivery of the items rented, Rental Company shall provide a letter confirming the insurance concluded (policy) in which Lessor is specified as beneficiary. Rental Company shall bear the costs of any additionally necessary insurance.
- 4.2 Rental Company shall be liable in case of damage, theft, embezzlement, misappropriation by third parties or any other loss of the rental property irrespective of whether through Rental Company's fault or not.
- 4.3 The rented property may not be modified or changed in the course of repairs. Any such modifications may only be carried out in exceptional cases after prior written approval by Lessor.

Article 5: Liability

- 5.1 Lessor is liable for any negligent or intentional breach of the main contractual obligations (cardinal obligations), especially of obligations whose breach would violate the purpose of the contract or weaken the essential rights of Rental Company or essential obligations of Lessor, or of obligations without which proper execution of the contract would not be possible.
- 5.2 In all other respects, Lessor is merely liable for intentional or grossly negligent behavior on the part of Lessor, its legal servants, agents and employees. This also applies to all cases of nonenforceability, delay, positive breach of contract, tort claims as well as negligence as per conclusion of the contract. Lessor's liability for claims for damages

is limited to contractually typical anticipatable damages, unless Lessor is liable due to grossly negligent or intentional breach of cardinal obligations.

- 5.3 Lessor is not liable for a good, quick, reliable or effective calibration on the 3d equipment if not operated by personnel of Lessor. Lessor is not liable for any camera related issue or problem (e.g. synchronization of cameras, focus offsets, iris offsets, problems with lenses, recoding of camera data, data or metadata...). Lessor shall further not be liable if rental company is using the gear outside the limits and rules of the technical specifications and safety rules for Stereotec lightweight rigs. Lessor shall further not be liable in the event of force majeure, strike, lock-outs and the conduct of suppliers and similar cases.
- 5.4 To the extend Lessor’s liability shall be excluded and limited, this shall also apply to the personal liability of Vendors employees, employers, staff, agents and subcontractors. In any case the liability of Lessor for compensation is limited to the predictable damages.

Article 6: Deficiency compensation

- 6.1 Rental Company shall pay replacement at the amount equaling the renting rate for the period of the repairs to be carried out or in case of replacement or in case of total wreckage or loss for the replenishment.
- 6.2 If Rental Company prolongs the term of rent agreed upon without Lessor’s prior written consent, making it impossible for Lessor to let the leased items to any subsequent tenant, Lessor shall have the right to claim damages at the minimum amount of the claims ascertained against Lessor by the subsequent tenant.

Article 7: Return of the rented items

Lessor shall not confirm defect-free return of the equipment upon re-acceptance. Lessor expressly reserves the right to subject the equipment to detailed checks and to inform Rental Company of any possible defects or losses (shortages) for a period of up to four weeks.

Article 8: Rights

- 8.1 The rental of equipment does expressly not include rights concerning technical Know-How in the field of stereographic (3D) production, technical inventions or technical developments Lessor accrued before or after the effective date of the rental contract. Lessor is - subject to the provisions under Article 1 – not obligated to give any information concerning technical know-how in the field of stereographic (3D) production, technical inventions or technical developments to Rental Company.
- 8.2 The rental of 3D rig equipment will be carried out only by the Lessor for this production. Any other service from a competitor or any cooperation with a competitor shall be approved in written by Lessor.

Article 9: Final Provisions

- 9.1 These general terms and conditions shall not be altered or modified, unless in writing and signed by the Parties.
- 9.2 If any of these terms and conditions is null and void or will become void during its duration, then the validity and effectiveness of all other terms and conditions shall not be affected thereby.
- 9.3 German law applies exclusively for the contractual relations. If both parties have their registered office in the EU, place of Jurisdiction for all disputes arising from and concerning contracts between the parties is Munich, Germany. If one party has their registered office outside the EU, a lawsuit has to be filed at the place where the defendant has its registered office.

I have read and agree to the preceding General Terms and Conditions of Stereoscopic Technologies GmbH:

Company Name: _____

Title: _____

Place, Date: _____

Name / Signature: _____