

GENERAL TERMS AND CONDITIONS

YOUNG CINEMATOGRAPHY ENCOURAGEMENT AWARD 2021

REGISTRATION

The "YOUNG CINEMATOGRAPHY ENCOURAGEMENT AWARD 2021" will take place for the first time in 2021, powered by SILBERSALZ FILM, VANTAGE FILM and Kodak. The call for entries is aimed exclusively at students and graduates of film schools.

Eligible for submission are:

- // Currently enrolled students at a film school.
- // Graduates who have completed their diploma within the last three years.

Prerequisite is that all project phases are accompanied by the university and a lecturer as contact person. This must be indicated on the application page.

Deadline for submission of complete concepts is December 31, 2021, 23:59.

After successful registration at www.silbersalz35.com/award we will keep you informed by e-mail. You will also receive further information about the submission of the concepts.

Concepts can be submitted for the following genres:

- // Drama
- // Documentary
- // Music video
- // Experimental film
- // Mixed forms

Production/shooting of the winning concept in 2022 is mandatory.

Complete components of the application to be submitted:

- // Vita of director and cinematographer incl. presentation of already realized projects.
- // Detailed creative project description
- // Detailed visual concept
- // 10 scans of analog photos, self-exposed for the submitted project, representative for the Idea of the concept and own skills.
- // Detailed plan about the realization incl. time schedule
- // Complete contact details, contact details of the responsible study supervisor and 1. camera assistant

Submission format: As PDF presentation by e-mail to award@silbersalz35.com.

NOMINATION

A shortlist will be made from the submitted concepts to compete for the YOUNG CINEMATOGRAPHY ENCOURAGEMENT AWARD 2021. Nominations will be made by representatives of SILBERSALZ FILM, VANTAGE FILM and KODAK. From the nominated concepts, an expert jury consisting of at least three members will select the award winner.

The award ceremony is scheduled to take place on Monday, January 31, 2022. The event is planned as an online event. Subject to change.

The award will only be given if the submitter is present at the award ceremony on January 31, 2022.

CONSENT

I agree that excerpts of my concept will be shown/published as part of the coverage of the YOUNG CINEMATOGRAPHY ENCOURAGEMENT AWARD 2021. In addition, the concepts will be submitted to a jury for awarding and will be shown during the presentation/award ceremony. I assure the correctness of my statements and confirm that I am authorized to transfer the above mentioned rights to SILBERSALZ FILM GmbH for the duration of the competition (transfer of data and concepts to jury as well as public presentation). Furthermore I acknowledge the regulations of the YOUNG CINEMATOGRAPHY ENCOURAGEMENT AWARDS 2021 as well as the privacy policy. With the submission I assure to submit the entry free of charge for use in the YOUNG CINEMATOGRAPHY ENCOURAGEMENT AWARD 2021. The submitted concept will be archived.

For information on storage and processing of your data, please see our privacy policy at www.silbersalz35.com/privacy.

PRICE // WINNER PACKAGE

// 10 x 122m 35mm Kodak Vision3
// 10 x single SILBERSALZ35 photo film
// ECN2 development incl. special development according to agreement
// 4K HDR RAW scans (incl. delivery via link. Storage medium must be provided)
// 35mm camera package for up to 3 shooting days, depending on availability
// Light and Grip gear for up to 3 shooting days, depending on availability
// 1 x one year Adobe Creative Cloud All Apps

FILM MATERIAL // DEVELOPMENT

The winner of the award will receive the above mentioned film material incl. development and scanning as part of the shooting of his submitted concept. The film material has to be ordered in advance at SILBERSALZ FILM and has to be picked up personally on location. It is also necessary to make an appointment for development and scanning in advance.

CAMERA RENTAL

The winner of the award (renter of the equipment) or his university has to provide an equipment insurance (see also point 9 in the general terms and conditions of VANTAGE FILM, Attachment 1). These ABGs are generally valid for sponsoring within the framework of the YOUNG CINEMATOGRAPHY ENCOURAGEMENT AWARD.

The equipment must be collected personally from VANTAGE FILM on location in Weiden and returned personally after the shooting.

Vantage Film will provide the winner of the competition with a package consisting of camera, lenses and appropriate accessories. The exact content of this package is subject to availability and must be coordinated and approved with VANTAGE FILM.

Please see VANTAGE FILM's terms and conditions in the appendix.

LIGHT/GRIP RENTAL

The winner of the award (renter of the equipment) or his university must provide an equipment insurance (see also the General Terms and Conditions of MAIER BROS., Attachment 2). These ABGs are generally applicable for sponsoring within the framework of the Young Cinematography Encouragement Award.

The equipment must be collected in person from MAIER BROS. on location and returned in person after filming.

MAIER BROS. will provide the winner of the competition with a package consisting of lighting/grip equipment and corresponding accessories up to a value of € 3,000. The exact content of this package is subject to availability and must be coordinated and approved with MAIER BROS.

Please refer to the MAIER BROS. general terms and conditions in the appendix.

RIGHTS OF USE OF THE FILM

The YOUNG CINEMATOGRAPHY ENCOURAGEMENT AWARD reserves the right to use in its external communication the films produced within the framework of the Award, either in whole or in excerpts. This must be taken into account when drawing up contracts with third parties. By submitting the concept and accepting the award, the award winner agrees to this.

CREDITS

In the title of the film, "presented by YOUNG CINEMATOGRAPHY AWARD 2021". In the credits the names and logos of the sponsors and supporters.

The legal process is excluded.

Stuttgart, 24.09.2021

ATTACHMENT 1

General Rental Conditions of VANTAGE FILM GmbH (Lessor)

1. Rented Equipment

The rented equipment includes the equipment and objects listed in the so-called Rental Schedule (film and other equipment for film shootings including their accessories, hereinafter the "Rented Equipment").

2. Rental Period, Rent

The rental period begins and ends at the points in time set out in the Rental Schedule. In any event, the rental period shall begin upon the dispatch or delivery of the Rented Equipment from or out of Lessor's store. The rental period shall end upon expiry of the point in time set out in the Rental Schedule, even if the Rented Equipment is returned earlier. If the Rented Equipment is not returned upon expiry of the rental period provided in the Rental Schedule, the full rent (weekly or daily rent for the Rented Equipment according to the respectively applicable price list of Lessor or the Rental Schedule) shall be payable until receipt of the Rented Equipment by Lessor. The full rent shall also be payable if the Rented Equipment is picked up or sent after 12 noon and/or received by Lessor before 12 noon on the scheduled day. Lessee shall not be liable for rent or daily rent for Saturdays, Sundays and statutory holidays within the rental period if Lessee can prove that the Rented Equipment was neither in use nor on stand-by on such days. Rent shall be payable irrespective of whether the Rented Equipment is actually used. Lessor does not assume any liability for delivery delays caused by circumstances beyond its control.

3. Rental Schedule

The rent to be paid for the Rented Equipment is set out in the Rental Schedule. The rent is calculated either on a weekly or daily basis or as a flat fee for the whole rental period. If the rent applies to a set of equipment and accessories for which the Rental Schedule provides an overall rent, such full rent shall also be payable if, upon Lessee's request, individual parts of such equipment or accessories are not provided. The rent owed by Lessee shall be subject to the respectively applicable legal VAT.

4. Lessor's Duties

Lessor shall deliver the Rented Equipment for the contractually provided purposes (commercial film shootings etc.). Lessor shall check and maintain the Rented Equipment prior to its delivery to Lessee and, if it proves defective upon delivery, repair it. Lessee may not re-let the Rented Equipment.

5. Transportation, Import Regulations at the Place of Delivery

The costs and risks of transportation shall be borne by Lessee. This shall also apply in cases where Lessor or its agent effects delivery. Lessee shall bear the costs of packaging, which shall be billed at cost by Lessor. If the Rented Equipment is dispatched to a foreign destination, Lessee shall ensure proper observance of customs procedures. Lessee shall inform Lessor about all import regulations applicable at the place of delivery and the optimal shipment conditions for import. Lessee shall also be responsible for compliance with all import regulations and other provisions applicable at the place of delivery and shall bear all costs and risks relating to the import of the Rented Equipment.

6. Right of Ownership and Disposal

Lessor retains exclusive ownership and constructive possession of the Rented Equipment. Any transfer of the Rented Equipment to third parties, whether for valuable consideration or free of charge, shall be subject to the express prior written consent of Lessor. If the Rented Equipment is transferred to third parties in breach of the Contract, Lessor shall have the right to immediately terminate the Contract and repossess the Rented Equipment, without prejudice to any other rights that Lessor may claim. Lessee shall promptly notify Lessor of any measures to levy execution on the Rented Equipment. Lessee shall bear the cost of any judicial remedies claimed by Lessor to protect Lessor's rights of ownership to and constructive

possession of the Rented Equipment. Lessee shall also indemnify Lessor against any loss or expense incurred by Lessor as a result of measures to levy execution upon the Rented Equipment.

7. Lessee's Duties and Liability

7.1 Lessee's duties upon receipt

Lessee shall inspect the Rented Equipment upon receipt immediately. The Rented Equipment shall be deemed to have been accepted in good order and condition, unless Lessee expressly notifies Lessor in writing of any defects. Lessee shall bear the cost of any repairs which become necessary during the rental period as a result of defects that were not expressly complained to Lessor upon receipt of the Rented Equipment. Any damage or loss to the Rented Equipment occurring during the rental period shall be immediately notified to Lessor.

7.2 Lessee's duties during the rental period

Lessee shall handle the Rented Equipment carefully and with the required caution. The Rented Equipment should not be exposed to extreme weather conditions (dust, dirt, heat, frost, humidity or water). At no time shall the Rented Equipment be kept in an unguarded location. If no supervisory staff is available, the Rented Equipment must be stored in rooms that can be locked safely. If the Rented Equipment is kept in vehicles, such vehicles must be guarded on a permanent basis.

7.3 Lessee's liability for damage, loss etc.

Lessee shall assume the unrestricted liability for any damage to the Rented Equipment, regardless of its cause, for the whole rental period from its delivery or dispatch until its return to Lessor. In particular, Lessee shall also be liable for any damage to the Rented Equipment caused by their improper or unprofessional use. However, Lessee may prove that the damage was caused by Lessor's breach of the Contract and must therefore be borne by Lessor.

Lessee's obligation to pay damages in the event of destruction or loss of the Rented Equipment shall include payment of its replacement value and compensation of the loss of use incurred by Lessor in the amount of the agreed rent, at least until payment of the replacement value to Lessor.

8. Disclaimer of Liability by Lessor, No Rent Reduction

Lessor assumes no liability for any direct or indirect damage or loss incurred as a result of malfunctions or breakdowns of the Rented Equipment (or parts thereof), except as set forth below. Lessee shall not be discharged from any obligation to pay rent, nor shall Lessee be entitled to any reduction of rent, unless such malfunctions and breakdowns relate to defects expressly complained in writing to Lessor upon receipt of the Rented Equipment.

The foregoing disclaimer of liability and exclusion of rent reduction does not apply to:

- a) injuries to life, body or health resulting from an intentional or grossly negligent failure by Lessor or any of its agents or servants to perform his/her/its duties; or
- b) any other damage resulting from an intentional or grossly negligent failure by Lessor or any of its agents or servants to perform his/her/its duties.

9. Insurance by Lessee

Lessee shall insure the Rented Equipment for the period from its dispatch until its return to Lessor. Lessee shall evidence such insurance by submitting to Lessor the insurance policy which must expressly name Lessor as the beneficiary of the insurance benefits in the event of damage to or loss of the Rented Equipment.

Such insurance will be taken out by Lessor only if expressly provided in the Rental Schedule. The cost of such insurance shall amount to 10% of the rent. Lessee shall pay a deductible of 3,000.00 € (in words:

three thousand Euro) of the costs of each damage. The insurance terms and conditions provided in Lessor's Internet site (www.vantagefilm.com) shall apply to the insurance policies taken out by Lessor (to be separately agreed with Lessor), in particular exclusions for specific risks (such as racing events, underground shootings, underwater shootings, shootings in high mountain regions, shootings from the air and during expeditions).

10. Due Date, Termination, No Discount, Consequences of Default

The rent (including incidental expenses) shall be immediately due and payable without deduction when billed. Lessor shall be entitled to demand payment of the rent, down or part payment(s) before dispatch of the Rented Equipment. If Lessee fails to make any (part) payment when due, Lessor shall be entitled to terminate the rental relationship with immediate effect and demand return of the Rented Equipment. Lessee hereby authorizes Lessor to enter any room or area in which the Rented Equipment is stored in order to repossess its property – thereby waiving Lessee's rights to deny access. Lessee shall not be entitled to any right of retention whatsoever.

If court or out-of-court composition or bankruptcy proceedings are initiated against Lessee, if Lessee is in default of payment (Section 286 of the German Civil Code [BGB]), and if court proceedings are initiated to recover invoiced rent, any discounts granted by Lessor shall cease to apply.

If Lessee is in default of payment of the rent (demand for payment by Lessor past the payment date of the invoice or demand for payment by Lessor after Lessee's failure to pay an invoice within 30 days from receipt), Lessor shall be entitled to add default interest at eight percent above the then current base rate of interest of the European Central Bank as a minimum compensation for damages, without prejudice to Lessor's right to claim additional damages, if applicable.

11. Credit in the End Titles, Reference

Lessee shall include the name and/or logo of Lessor as a film equipment service provider in the end titles, or propose such credit in the end titles. The Parties agree that Lessor's logo shall be included in the end titles in particular if the logo of other service providers is also included. Lessor shall be entitled to mention the name of Lessee and its film project for which the Rented Equipment was used and to use any published press material relating to such reference (e.g. in Lessor's Internet site and its public relations work). Such credit shall be governed by the "Credit Memorandum" provided in Lessor's Internet site.

12. Applicable Law, Place of Performance, Place of Jurisdiction, Final Provisions

The place of performance for delivery and return of the Rented Equipment and payment of the rent shall be 92637 Weiden, Germany.

The place of jurisdiction for disputes arising from and in connection with the Rental Contract shall also be 92637 Weiden, Germany.

Lessor may also elect to sue Lessee in the courts of Lessee's seat.

The Parties' rights and duties and all litigations that might result therefrom shall be governed by the laws of the Federal Republic of Germany, without regard to their rules on conflict of laws.

No oral side agreements have been made and any such claimed agreements shall be null and void. Any agreement inconsistent with these General Terms and Conditions as well as any amendment to the Rental Contract shall only be valid if made in writing.

If any provision of the above Terms and Conditions is held to be invalid, then the validity of the remaining terms and conditions shall not be affected thereby. In such event, the invalid provision shall be deemed replaced by a legally valid provision that most closely reflects the economic intent of the invalid provision.

ATTACHMENT 2

General Terms and Conditions Maier Bros. for rental and other services

1. scope of application

1.1.

These General Terms and Conditions of Business (hereinafter referred to as GTC) shall apply in business transactions with companies within the meaning of Section 14 of the German Civil Code (BGB) and shall form the basis and an integral part of all contracts concluded between MAIER BROS. GmbH (hereinafter referred to as MAIER BROS.) and its contractual partners (hereinafter referred to as the Client), the subject matter of which is the rental of items and/or related material and services provided by MAIER BROS.

1.2.

The GTC of Maier Bros. shall apply exclusively. They shall apply to all future transactions with the Client. Individual agreements shall take precedence over these GTC in all cases. Conflicting or deviating GTC of the Client shall only be recognized and become part of the contract upon their written confirmation.

2 Offer and Acceptance

2.1.

The offers made by Maier Bros. shall always be subject to change without notice, unless a fixed-term commitment has been agreed in writing.

2.2.

Rental inquiries shall only lead to a binding rental agreement for Maier Bros. if they are confirmed in writing by Maier Bros. Insofar as customer inquiries refer to a written offer by Maier Bros. without a request for change, the written confirmation may be replaced by execution of the rental agreement and invoicing.

3. rental object, rental period

3.1.

The rental object and rental period are bindingly stipulated in the rental agreement. Maier Bros. reserves the right to replace the rental object with an equivalent rental object, unless justified interests of the customer are opposed and the replacement is therefore unreasonable for the customer. The day of provision of the rental object and the day of return are included in the rental period. An extension of the rental period is only permissible by mutual agreement and must be agreed in good time before the end of the rental period.

3.2.

Since Maier Bros. rents out sensitive (electronic) film technology equipment (rental item), all details of the specific conditions of use must be provided by the customer in writing prior to the conclusion of the contract in order to protect the rental item and to ensure its proper functioning. If the rental object is to be used with other equipment, the customer must point this out. The rental object may only be used for the purpose stated in the rental agreement.

3.3.

Without the express written consent of Maier Bros. the customer may not transfer or use the rental object to a location other than that specified in the rental agreement or allow third parties to use it.

4. handover, collection and shipment

4.1.

The rental object shall in principle be handed over at the registered office of Maier Bros (place of performance). On the basis of a separate agreement, the rental object shall be shipped to another location at the expense and risk of the customer.

4.2.

Collection shall be made by the customer at the time agreed in the rental agreement. If the Customer does not collect the rental object at the agreed time, he shall be in default of acceptance without the need for an express request by Maier Bros. to collect it. If the dispatch of the rental object is delayed for reasons for which the customer is responsible, the risk shall pass to the customer for the period of the delay. The costs incurred for provision, storage, etc. shall be borne by the customer.

4.3.

The Customer shall inspect the rental object immediately upon handover and notify Maier Bros. of any defects in writing without delay. If the Customer does not raise any objections to the condition of the rental object, it shall be deemed to have been handed over in proper condition. Rights of the customer due to a defectiveness are then excluded, unless the defects can be proven to have occurred subsequently.

5 Deposit

Insofar as agreed in individual contracts, the rental object shall only be handed over to the customer against deposit of a security deposit stipulated in the rental contract, which shall be determined by Maier Bros. at its reasonable discretion, taking into account the value of the rental object. The deposit shall be refunded in full upon return of the rental object in accordance with the contract or offset against the agreed rental price. Maier Bros. shall be entitled to offset damages and other claims against the deposit.

6. termination

6.1.

The rental object shall in principle be provided for the contractual period stipulated in the rental agreement. Ordinary termination of the rental agreement shall be excluded before and during the term of the agreement.

6.2.

The right to extraordinary termination shall remain unaffected. Maier Bros. may terminate the rental agreement for good cause in particular if

- a) in the case of a rental fee calculated and payable by time periods, the Customer defaults on its payment for two consecutive dates or on a total amount equal to the rental fee payable for two dates;
- b) the customer moves or uses the rental object to a place other than the agreed place;
- c) the customer leaves the rental object to a third party without the written consent of Maier Bros.;
- d) the customer handles the rental object improperly; or
- e) insolvency proceedings have been instituted or are being applied for against the Customer's assets or there are other indications that the Customer will not meet its obligations under this contract.

6.3.

If the rental agreement is terminated without notice - regardless of the reason and by which party - the Customer shall immediately return the rental object to Maier Bros.

7. return**7.1.**

The return shall take place at the registered office of Maier Bros. unless otherwise agreed in writing. If the return does not take place at the registered office of Maier Bros. the Customer shall bear the additional costs incurred by Maier Bros. due to the return at the other location.

7.2.

§ Section 545 of the German Civil Code shall be inapplicable.

7.3.

The Customer shall return the rental object to Maier Bros. in the condition which corresponds to the condition of the rental object when it was handed over at the beginning of the contract, taking into account the wear and tear caused by the contractual use. The return of the rental object shall include the transport packaging, any instructions, connection cables and other accessories.

7.4.

If the customer does not fulfill his obligation to return the rental object in full within the agreed rental period, he shall pay a pro rata compensation for use corresponding to the agreed rent until the object is returned in full. Furthermore, the customer shall forfeit a contractual penalty in the amount of 50% of the agreed daily rent for each commenced day of late return. The customer shall be permitted to prove to the contrary that Maier Bros. has incurred no damage or a lower damage. Any further claims for damages by Maier Bros. shall not be excluded.

7.5.

If the rental object is returned in a condition not in accordance with the contract, the Customer shall also be liable for Maier Bros.' loss of rental income in the amount of the agreed daily rent for the duration of the repair. The customer reserves the right to prove to the contrary that Maier Bros. has incurred no or only minor damage. Maier Bros. reserves the right to assert a higher damage actually incurred.

8. rent**8.1.**

If the amount of rent is not specified in the rental agreement, the rental price contained in the price list of MAIER BROS. valid at the time of conclusion of the agreement shall be deemed agreed. Maier Bros. shall be entitled to make an extension of the rental period dependent on an advance rental payment.

8.2.

If the amount of the fee is not specified in contracts for additional services, such as delivery, assembly and support by specialist personnel, a reasonable fee shall be deemed to have been agreed.

8.3.

If the Customer has ordered the rental object in advance and does not collect the rental object, his obligation to pay the agreed rent shall not therefore lapse. Maier Bros. shall be entitled to rent the rental object to third parties one day after the start of the agreed rental period. The rent obtained by renting to another party shall be credited against the customer's payment obligation.

8.4.

If the customer defaults on payment of the rent or any other amount, we shall be entitled to charge default interest in the amount of 8% above the respective base interest rate. In the event of a default-related reminder, we shall also be entitled to charge a lump sum of € 5.00. The assertion of further damages remains unaffected.

Agreed price reductions shall cease to apply in the event of default in payment on the part of the customer as well as in the event of a judicial assertion of our claims.

9 Special obligations of the customer**9.1.**

The customer is obliged to handle the rental object with care and to protect it from overuse in every way and to take care of maintenance and care of the rental object. Furthermore, the customer is obligated to operate the rental object only by qualified personnel or to have it operated by qualified personnel. The customer shall not be entitled to make any changes to the rental object, in particular attachments and installations, or to remove any markings affixed by Maier Bros. or the manufacturer without the prior written consent of Maier Bros.

9.2.

The Customer shall secure the rental object against theft or unauthorized use by third parties by taking suitable measures and precautions for the duration of the rental period. In the event of theft, embezzlement, robbery or misappropriation by third parties or other loss of the rental object, the customer is obliged to report this event immediately to the police and to prepare a detailed damage report. Failure to comply with this obligation shall result in the full liability of the Lessee.

9.3.

The Customer may not grant any rights to the rental object to a third party without the express consent of Maier Bros. nor may the Customer transfer any rights under this contract to a third party.

9.4.

If a third party should assert rights to the rental object by way of seizure, attachment or the like, the customer shall notify Maier Bros. of this in writing without delay and inform the third party of Maier Bros. ownership.

9.5.

The Customer shall bear the costs for any necessary repairs occurring during the term of the rental period, with the exception of repairs required as a result of normal wear and tear. Repairs may only be carried out by Maier Bros. unless Maier Bros. previously permits the Customer in writing to carry out the repair itself or have it carried out by a third party.

9.6.

If the rental object must be repaired during the rental period, the Customer shall bear the burden of proof that the repair is necessary as a result of normal wear and tear.

9.7.

If a defect becomes apparent during commissioning or operation of the rental object, the Customer must notify Maier Bros. in text form immediately after discovery of the defect. If no immediate notification of the defect is made, the Customer shall lose all rights that may result from the defectiveness. If the defect is reported in good time, Maier Bros. shall be free to repair or replace the rental item.

9.8.

Insofar as the rental object is a motor vehicle and/or self-propelled working machine that is approved for operation on public roads, the customer undertakes to

- a) to comply with the legal regulations applicable to the respective use of the vehicle - in foreign countries also with the local regulations - including the regulations of road haulage. This applies in particular to the transport and accompanying documents, the personal logbook and the use of the tachograph.
- b) in the event of accidents, to inform MAIER BROS. immediately of all details in writing, submitting a sketch. The accident report must in particular contain the names and addresses of the persons involved and any witnesses as well as any license plates of the vehicles involved. After an accident, the customer must notify the police insofar as the findings required to clarify the accident cannot be reliably made in another way, e.g. with the help of witnesses. Opposing claims may not be recognized.
- c) in the event that the vehicle is not owned by MAIER BROS., to observe the General Terms and Conditions of the car rental company that owns the vehicle in question, which are available for inspection at MAIER BROS.

10 Liability**10.1.**

The Client shall be liable within the meaning of Section 10.2 below for any culpable damage to, destruction of or loss of the rented item during the rental period, irrespective of whether the damage is caused by the Client himself, by his vicarious agents or by third parties. The customer shall be responsible for ensuring that the rental item is only used in accordance with the applicable statutory provisions and the TÜV and DIN regulations.

10.2.

At the request and expense of the Client, the Rental Goods shall be insured by MAIER BROS. against unforeseen property damage or destruction as well as against loss and embezzlement. The client shall bear a deductible of € 750,- towards the cost of any damage. In case of loss of the rental object as well as in case of embezzlement/ misappropriation, the deductible amounts to 25% of the damage, but at least € 750,- and a maximum of € 5.000,-. The deductible applies regardless of fault. According to the insurance conditions, damages to illuminants and cathode ray tubes are not insured. The area of validity of the insurance is Europe (geographical term). If the equipment is taken outside the above-mentioned area of validity, the consent of MAIER BROS. must be obtained. The costs of additional insurance for such extensions shall be borne by the customer. Increases in risk must be reported to MAIER BROS. for the purpose of additional insurance. In the event of a commercial subletting of the rental equipment by the client permitted by MAIER BROS., the client shall be obligated to place the equipment under his own insurance coverage and to handle any claims arising through his own insurance. In this case, MAIER BROS. shall not be entitled to make a claim under its insurance. In the event of violations of the obligations under the General Conditions of Insurance, the customer shall be fully liable to MAIER BROS. without the limitation of liability in question within the meaning of Clause 10.1. The aforementioned insurance conditions can be inspected at MAIER BROS.

10.3.

MAIER BROS. shall be liable to the client for damages in accordance with the statutory provisions

1. for damage to life, limb or health caused by a culpable breach of duty by MAIER BROS., its legal representatives or vicarious agents,
2. for damage covered by liability under the Product Liability Act.
3. for damages due to the breach of obligations the fulfillment of which is a prerequisite for the proper performance of the contract and the observance of which the Customer may regularly rely on (so-called cardinal obligations).

4. For damages not covered by clauses 1 to 3, the liability of MAIER BROS. for slightly negligent conduct by MAIER BROS., its legal representatives or its vicarious agents shall be excluded.

To the extent that MAIER BROS. is liable for damages pursuant to Section 3, liability shall be limited to typical and foreseeable damages. Damage to image, sound and data material, e.g. loss of data or unusable film recordings, shall not be included in the typical and foreseeable damage and shall therefore not be recoverable. In this respect, the Customer shall be obliged to inspect the image, sound and data material for defects at short reasonable intervals (at least twice a day).

Any further liability on the part of MAIER BROS. shall be excluded.

The contracting parties shall be free to agree on a limitation of liability in individual cases.

11 Inspection and examination rights

Maier Bros. shall be entitled to inspect and examine the leased property at any time after prior agreement with the client. The Customer shall support Maier Bros. in the inspection and examination. Maier Bros. shall bear any costs of the inspection and examination.

12. final provisions

12.1.

The law of the Federal Republic of Germany shall apply exclusively.

12.2.

If the Customer is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the place of jurisdiction for all obligations and possible disputes arising from and in connection with the contractual relationship shall be the place of business of Maier Bros, i.e. Cologne.

12.3.

The rights and obligations of the Customer shall not be assignable, i.e. not transferable to third parties, unless Maier Bros. gives its prior written consent.

12.4.

The Customer may only offset a counterclaim if it is undisputed by Maier Bros. or has been legally established. The Customer may not assert a right of retention based on another contractual relationship with Maier Bros.

12.5.

Amendments to the contract, the terms and conditions and ancillary agreements must be made in writing. Any amendment to this written form clause must also be in writing. The written form shall also be deemed to have been complied with by transmission of a telecopy (fax) as well as by an electronic document bearing a qualified electronic signature in accordance with the German Digital Signature Act.

12.6.

Should individual provisions of the contract with the Customer, including these GTC, be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions.