

## RENTAL TERMS – May 2016

### 1. The hired equipment

- 1.1 Hired equipment must only be used by the hirer. In order to sublet the hired equipment, a written permission from Proshop Europe Rental (the lessor) is needed.
- 1.2 Hired equipment, must not be brought abroad without a written permission from the lessor.
- 1.3 The rental price is based on the lessor's prices in force at the time in question.
- 1.4 The time period the equipment is reserved for is called the hire period, which is to be understood as the time from which the equipment is reserved and at the disposal of the hirer at the lessor's storage facilities until the equipment is returned cp 5.3.
- 1.5 The first day of hire is considered from the time the equipment is reserved for and is at the hirer's disposal. The shortest hire period is 1 day. The equipment must be returned on the agreed day of return, weekdays before 11 a.m. In case of a delayed return the hirer is charged for a new period, starting the day of planned return.
- 1.6 In case of renewal of the hire period or an extension thereof a new contract must be entered where the new hire period is agreed upon.
- 1.7 In case of a cancellation later than 60 days before the first day of hire, 50% of the rental must be paid. In case of a cancellation later than 45 days before the first day of hire or in case of lacking cancellation 100% of the rental must be paid.
- 1.8 The lessor is entitled - without giving special notification – to replace reserved equipment with other equipment with the same functions.

### 2. Breach of hire contract

- 2.1 Provided that an arranged hire period is not respected by the hirer, the lessor is entitled to collect the hired equipment without notice. The same apply in case of any other breaches of the contract.
- 2.2 Provided that enforcement proceedings are initiated against the hirer, the hirer stops his payments or he is declared bankrupt, it is the duty of the hirer to inform the lessor thereof immediately, as well as inform the court officer or other authorities of the lessor's ownership of the hired equipment.
- 2.3 Missing payments are considered as breach of contract, payments prior to breach will not be refunded.

### 3. Insurance conditions and liability

- Insurance on the rented equipment is 5% of the invoiced amount, which covers fire, theft, vandalism and sudden damage up to 1 million DKK. per damage in buildings. The full terms of insurance is available at [www.proshopeurope.com/terms](http://www.proshopeurope.com/terms)
- 3.1 The hirer is in the rental period responsible for any damage and loss of the property, this also applies to accidental injuries. Any damage must be continuously reported to the lessor. By theft and vandalism also to the police. The hirer is in consequence of the above, in relation to the lessor liable for damages which the lessor does not get covered by the insurance, including but not limited to, in the event of:
    - Theft from the open or unlocked buildings/vehicles and theft / vandalism of equipment in open air.
    - Forgotten, lost, or misplaced equipment and other loss.
    - Willful and gross negligence.
    - Damage caused by wind stress under 17.2 sec / m.
    - Excess clause of DKK 10.000 DKK, - pr. damage and 25.000,00 DKK, pr. damage on 103" screens.
  - 3.2 Lessor is in connection with the rental, without responsibility for operating and profit loss or other indirect losses, including breaches of contractual agreements.
  - 3.3 Lessor is not be liable for damage to property or persons caused by operating errors, inadequate or improper installation or other circumstances beyond Lessor's control.

Date: \_\_\_\_\_ Costumer name signature & VAT nr.:

- 3.4 Transport arranged by the hirer is the hirers risk from the moment of transfer from the lessor stock begins.
- 3.5 The lessor is not liable for material damages or personal injuries that are a result of misoperation, insufficient or wrong installation or other conditions, which are beyond the lessor's control.
- 3.6 The hirer assumes all risks and responsibility for the hired equipment from the moment the transport from the lessor's storage facilities commences and until the hired equipment is returned cp 5.3. Loading/unloading and transport is solely the hirer's responsibility.

### 4. The hired

- 4.1 The hired must only be used and installed according to the given instructions and guidelines and according to every legislations in force. The hired equipment must not be used outdoor without a written acceptance from the lessor.
- 4.2 Alterations or repairs of the hired equipment must not be made without special permission from the lessor. The hired equipment must not be electrically connected to other equipment than the specified by the lessor.
- 4.3 Changed light sources as well as substitute light sources must be returned. Missing light sources will be invoiced.

### 5. Collection and return

- 5.1 The hired equipment is collected by the hirer at the lessor's storage facilities. The transport must take place in a suitable vehicle and in a secure way. The lessor reserves the right to refuse the hirer's choice of transportation.
- 5.2 Return of the hired equipment before the expiration of the hire period will not cause reduction in the rental, unless written agreement has been made.
- 5.3 The hired equipment must be returned to the same address as it was collected from, unless other arrangements have been made prior to the hire period. The hired equipment is not considered returned until the lessor has signed for it.
- 5.4 The hired equipment must be returned in the same conditions as it was collected. The equipment must be thoroughly cleaned and packed correctly and cables coiled up. The lessor reserves the right to clean the equipment at the hirer's expense in case the returned equipment does not meet the normal standard. This includes non coiled cables, wrong packed boxes ets. Hourly warehouse rate will be debited.

### 6. Payment terms and fee's

- 6.1 Short term hire and up to 3 days, and rental contracts not exceeding 25.000 dkk, must be paid in advance – 7 days before rental period.
- 6.2 Long term hire, more than 3 days, and rental contracts exceeding 25.000 dkk, must be paid with 50% 14 days before rental period and 50% 7 days before rental period.
- 6.3 The terms of payment are net cash.
- 6.4 If agreed payment exceeds due date, costumer is debited 2% interest for beginning of every month after due date.
- 6.5 The hirer can not stop due payments referring to non-reported deficiencies.
- 6.6 All contracts will be added 1,5% Administration and Environmental fee to the invoice total.

### 7. Legal disputes

- 7.1 The contract is binding.
- 7.2 All disputes, which stem from the hire contract, can be tried at the Danish court of law at the request of the lessor.