

# TERMS AND CONDITIONS OF TV CONNECTIONS AGREEMENT

## 1 GENERAL TERMS AND CONDITIONS

### 1.1 Customers

- When ordering, the customer accepts to contract according to the present terms and conditions. Any deviation from them has to be explicitly agreed upon in writing in the TV Connections, hereafter called TVC.
- Every new customer has to give a copy of their identity card, their VAT-number, their bank account number, and – if it is a legal person – a proof of the publication of the articles of association of the company in question in the Belgisch Staatsblad [Belgian official gazette], a proof of the company's manager or his proxy and a proof of registration with the Crossroads Bank for Enterprises mentioning the enterprise number.
- If it concerns rental, payment is made when collecting the equipment. If there is an engineer involved, payment is made in the end before handing over the tapes. After three rental agreements, the customer may ask to take into account the next agreement provided that he uses TVC's services once every three months. The current account system is used as long as the payments are made when due and as long as the customer regularly works with TVC.
- Every customer who is unfamiliar with or new on the Belgian market, has to pay a bank deposit for the rented equipment which equals 30% of the equipment's purchase price. This deposit is not required if a TVC engineer or an TVC registered freelance engineer operates the rented equipment.

### 1.2 Payment

- All work, rental, sales, repairs of equipment and copy and duplication work as well as additional costs are to be paid in cash when collecting the goods or on the last day when performing the job.
- Invoices for customers who have an TVC approved current account for work and rentals are to be paid within thirty days of the date of the invoice.
- Every delay in payment will automatically, by right and without notification lead to a 1.5% rise per month as interest on overdue payments and a fixed fee of 12% of the invoice with a minimum of € 125 as damages. Any non payment within thirty days gives rise to an additional invoice, sent without further notice, and a degressive day tariff without reduction, independent of any administrative cost and interest on overdue payments.
- Late payment can cause customers to loose the benefits of an TVC granted current account.
- Tapes sold for shootings or copies can not be taken back.

### 1.3 Cancellations

- Over 72 hours notice before the planned date: no costs
- 72 till 48 hours notice before the planned date: 30% of the rental or job price
- 48 till 24 hours notice before the planned date: 50% of the rental or job price
- Less than 24 hours notice before the planned date: 70% of the rental or job price

### 1.4 Jurisdiction in the event of a dispute

- Any dispute shall be arbitrated before the courts of Leuven which have exclusive jurisdiction hereto.

## 2 RENTAL CONDITIONS

### 2.1 Booking

- The customer has to confirm every booking made over the telephone in writing or by fax within 48 hours after the call. Every non-written confirmation is regarded as invalid.
- Every confirmed booking implies on the one hand payment of the booked equipment and/or personnel and on the other hand that the customer agreed upon the agreement's terms and conditions.
- Bookings in "weather day" option are charged for 75% of the day rental price provided that the equipment stays in TVC's premises.
- Every rental/job option that has not been confirmed within 72 hours is regarded as invalid.
- Equipment can not be booked more than two months in advance unless TVC agreed to it in writing.

### 2.2 Collecting the equipment

- The equipment has to be collected in the premises of TVC on the first date of the rental at 09.00 a.m. and has to be returned on the day after the final date of the rental before 09.00 a.m., unless otherwise agreed.
- The equipment can be collected on presentation of the signed order form. The customer or their representative has to sign a delivery receipt that will be used as a basis for the invoice.
- The customer's or their representative's signature on the delivery receipt implies acceptance without reservation of all of TVC's terms and conditions.
- After signing the delivery receipt, the equipment is entirely the hirer's responsibility.
- Collection by a taxi or courier service, etc. is entirely the hirer's responsibility.
- The hirer has to inform TVC if the equipment will be used outside Belgium. TVC has to be informed, under penalty of non insurance, about every use of the rented equipment that implies certain risks (e.g. matches, outside the car, helicopter, boat, demonstration, war,...).
- TVC reserves the right to refuse at all times the rental and collection of the equipment without having to pay a compensation.

### 2.3 State of repair of the rented equipment

- The hirer is supposed to have received the rented equipment in a perfect state of repair. TVC's technical service checks the rented equipment before every collection.
- It's at the discretion of the hirer, before receipt or signature of the delivery receipt, to check whether the rented equipment is complete, works properly and meets their expectations.
- Collection or receipt by the hirer or his representative is seen as an irrevocable acceptance.

### 2.4 ATA-carnet shootings abroad

- Every hirer has to, at the latest when collecting the equipment, inform TVC about the country through which the equipment will travel or where it will be used.
- If the rented equipment requires an ATA-carnet, the hirer has to contribute in the costs. Such a request should be made at least eight workdays before the start of the rental.
- Keeping an ATA-carnet during the rental is entirely the hirer's responsibility. The hirer is also responsible for the financial consequences or the confiscation of the equipment due to misuse of the ATA-carnet, or if the equipment is used in (or travels through) countries that do not recognise the use of the ATA-carnet.

### 2.5 Rental term – delay and extension

- Both parties agree in writing on the first and final date of the rental. The rental term is calculated per 24 hours and starts after receipt of the equipment and ends after return of the equipment in the premises of TVC, including Sundays and holidays, even if the equipment is not used at that time.
- The hirer who fails to collect or receive the rented equipment at the fixed time, is still bound by the rental agreement for the fixed term.
- The hirer can not use a tacit extension as an excuse. Each extension of the rental agreement should be reported at least 24 hours before the planned return and it is only valid if TVC confirms.
- The hirer who fails to return the rented equipment after the agreed term, is supposed, by right and without any notice, to be in default to return the rented equipment. Such a late return automatically and by right implies an additional invoice, on the understanding that per started term of 24 hours a full day will be charged. All loading, transport, unloading costs, etc. made by TVC are fully at the expense of the hirer. The hirer is also responsible for the damage suffered by TVC and its customers for every delay in return of the equipment.
- Promises of TVC with respect to the delivery date are not binding and do not provide ground to dissolve the agreement, nor to claim compensation.
- The hirer's attention is drawn to the fact that he can never become the owner of the rented equipment and that not returning the equipment at the agreed time is punishable as theft and/or fraud.
- The hirer can not, without written consent by TVC, sublet, lend or, under no circumstances, hand the rented equipment over to a third party.

### 2.6 Rental price

- The rental price is plus VAT at a rate of 21%. The rental price is charged per 24 hours.
- The charged amounts correspond with the tariffs that apply on the day of the order.
- The insurance mentioned under 2.7. is separately due and is by no means part of the rental price.

### 2.7 Insurance for the rented equipment

- The hirer who does not have a personal insurance as detailed in point b. has to pay a premium that equals 8% of the rental price of the rented equipment. The equipment is by no means "all risk" insured. If the premium is paid, the rented equipment is insured against risks of loss and damage that are a direct consequence of fire, explosion, water damage or every other cause except for:
  - theft, fraud, breach of trust or any other crime
  - theft in cars at night as well as during the daytime, wherever the car is parked
  - theft while loading and unloading
  - damage to accessories
  - war and riots
  - negligence from the hirer
  - damage done to the "optical bloc" by laser beams and the like
  - damage to LCD and plasma monitors
  - water damage as a consequence of an underwater shooting, with or without underwater casing
- Not covered by the insurance are filters, cables and flight cases, nor is absence of profit and damage to the production or one of the subcontractors as a consequence of an accident or a defect while renting.
- When collecting the equipment, the hirer has to present the proof of a personal insurance mentioning the covered risks and the term of the concluded insurance. It should be an all-risk insurance for a coverage that equals the purchase value of the rented equipment on the day of collection and this for the entire term mentioned on the delivery receipt. Before the start of the rental, TVC has to get a copy of the insurance contract.
- The hirer has to cover himself through an own insurance that covers the loss caused by a defect of the rented equipment. Under no circumstances, can the hirer hold TVC responsible for absence of profit as part of a production.
- The insurance is concluded provided a franchise of 20% of the total amount of the damage with a minimum of € 1.500, plus VAT.
- The rental price of the rented equipment on the day of the damage or the loss is due when the damage or loss is not covered by the concluded insurance. Furthermore, an amount that equals the rental price is due for the term that starts when the equipment is damaged or lost until it has been repaired or replaced.
- The hirer is has to inform TVC while booking about the countries where the equipment will be used or through which the equipment will be transported. After all, the insurance only covers damage or loss in Belgium and the countries of the European Union. Other countries, as well as certain shooting conditions, need a extra insurance and the hirer needs to ask for an extension of the insurance policy in writing beforehand.

## 2.8 Liability and risks

### In general

- The hirer is at all times responsible for the rented equipment and he will take care of it with due diligence. The hirer is supposed to know the value of the equipment as well as the way in which it should be operated.
- TVC can in no way be held responsible for accidental defects during the term of the rental agreement. It is not at all responsible for the result that has been obtained with the rented equipment. All complaints should immediately be reported to TVC, under penalty of inadmissibility. The hirer can ask TVC to have an TVC engineer test the equipment. Complaints lodged after return of the rented equipment are no longer taken into account.
- The hirer commits himself not to change or repair anything without the explicit and written consent of TVC.
- The hirer is not allowed to remove or hide the equipment's identification (serial numbers, brand and type of equipment and the owner's identification) by any means whatsoever (stickers, paint, engraving, etc.).

### Return

- The hirer is responsible for returning the rented equipment in the same state of repair as he received it at the time of pick-up. Without prejudice to his recourse against third parties, he is held responsible for every loss, damage, difference, loss in value, etc. in the broadest sense of the word, without being able to use fault or intention of third parties, coincidence or force majeure against TVC.
- Return to TVC does not imply acceptance by TVC, nor does it rule out a claim for compensation. TVC has 48 hours after return, Saturday, Sunday and holidays not included, to inform the hirer of its findings concerning damage, loss in value, etc. TVC sends its report by registered mail and invites the hirer to come and assess the damage in a contradictory way in TVC's premises within the same period of time (48 hours).
- If the hirer does not react to it, after expiration of the agreed term, then it is considered to be accepted. TVC is then competent to pass to an immediate repair or replacement and to charge the hirer the costs, as well as all the additional losses.

### Damage or loss

- During the whole rental term, so also during the transport there and back, the hirer is the only one to be held responsible for the risk of loss or damage of the rented equipment.
- In case of damage, loss, accident, shocks, failure or any other change made to the equipment, be it electronically, mechanically, optically or aesthetically, the hirer commits himself to inform TVC immediately and to make a written statement on that subject. Anyway, the hirer is held responsible for the costs of repair and readjustment of the equipment's standards he has been entrusted with.
- If the damage or loss could be the consequence of a crime, the hirer has to give TVC the report of the crime.
- Missing equipment (cables, accessories etc.) which has not been returned at the end of the rental agreement will be charged as new equipment.

### 2.9 Annulment of the rental agreement

- In the event of annulment of the rental agreement due to a serious shortcoming of the hirer, like misuse, non-payment of the due rent, handing it over to third parties, etc., the hirer has to – without prejudice to TVC's right for compensation of provable damage – pay the agreed rental price for the agreed rental term, plus a compensation that equals 2 weeks of rent.

## 3 REPAIRS

- Specifications are always made either on explicit request of the customer, or if the repair costs are too high in comparison with the value and the age of the equipment in question. If specifications are refused, the specifications costs will be charged to the customer. In order to avoid all lateral disputes, the customer is asked to send TVC his answers on the specifications in writing.
- Specifications are always made with reservation of the spare part costs which could appear to be faulty when doing the repair and the involved working hour costs.
- The specifications last 30 days. Once this term is expired, the specifications are considered to be refused and TVC will be forced to return the unpaired equipment at the customer's expense.
- In order to enjoy the guarantee conditions, the official purchase invoice should be delivered with the machine.
- Charged repairs are guaranteed for three months. This guarantee only applies when the same defect occurs twice, without attributing it to a misuse of the machine, and on condition that the invoice concerning the last repair has also been given.
- Any transport costs are at the customer's expense. TVC refuses all liability for damage that occurred during transport. Any complaints about transport damage should be reported to TVC in writing within 24 hours. After expiration of this term, complaints will no longer be acted upon. TVC advises to use the original packaging; any delivery of a fitting packaging will be charged.
- For any machine that is not being collected within 60 days, we will charge storage costs, at a rate of € 3.70 a day. If within a time span of a year, starting from the day when TVC requests the owner by registered mail to pick up the machines he is entrusted with, he does not respond to this request, TVC can proceed to enforced sales.
- Any complaint concerning invoicing has to be lodged with TVC in writing within eight calendar days after the date of the invoice. After expiration of this term, the complaint will no longer be acted upon.
- The parts that have been replaced while repairing the machine will only be returned if this has been requested when handing in the machine.
- TVC will not be held responsible for any damage to media and/or contents (like cassette tapes, CDs, etc.) which were added to the machine that had to be repaired.
- The compensation of the direct or indirect damaging consequences resulting from a poor repair will be strictly and only limited to that of the fact that TVC takes at its expense the repair costs of the machine and to the replacement of the damaged media (cassette tapes, audiotapes, films) by new media, without giving the customer the possibility to claim any other compensation, for any reason whatsoever, for instance because of the loss of the contents of the media.
- Any administrative change after invoicing can give rise to additional costs.
- Any repair has to be paid cash on collection of the goods.

## 4 MISCELLANEOUS

### 4.1 Engineers' job

- The daily work, including travel, can amount to a maximum of 10 hours and can be performed between 06.00 a.m. and 11.00 p.m. Overtime or nightly working hours are charged extra. It is up to the engineer to decide whether or not to continue his work and to guarantee at the same time an excellent quality.
- The engineers can not be held responsible for a delay as a consequence of causes during transport that can not be controlled (weather conditions, traffic jams, accidents, customs, defects,...). When working in the morning at more than 100 km of TVC's premises, it's advisable to book a hotel at the destination beforehand. If the customer delivers the equipment himself, TVC can not be held responsible for the quality and the state of repair of the delivered equipment.
- TVC engineers' travel costs are at the customer's expense until the moment of their return. Any additional cost for the engineers (travelling, parking costs, freight traffic, meals, drinks, any hotel, etc.) are at the customer's expense. If TVC has to pay such costs directly, they will be raised with 15% for covering the administrative costs.

### 4.2 Tape copies and duplications

- TVC can in no way be held responsible for the poor quality of the tape or the images delivered by the customer.
- If there is an accident while converting or copying, TVC commits itself to deliver blank tapes of the same length. No complaint can be lodged against TVC for any damage that would concern the contents of the delivered tape.
- The customer is supposed to have paid SABAM for the reproduction and distribution rights of the images and sounds that have been given to TVC for making the copies. TVC can in no way be held responsible for such an omission on the part of the customer.
- The master tapes and copies are being stored under TVC's responsibility during the copying and 24 hours afterwards. After expiration of this period, TVC can no longer be held responsible for the loss, damage or theft of the master tapes or copies. The customer does, however, have to pay the work performed.
- The time that will be charged starts with the first sound or image and ends with the last image or sound. Any extraordinary treatment gives rise to an additional invoice of an engineer.
- Any copy or duplication work and the delivery of the tapes is to be paid in cash when collecting the goods.
- The duplication tariffs never include the tapes' price, the covers and the VAT. The customer can deliver the copies' tapes himself. These should be free of sound and image signals.
- The customer can ask a short presentation of the copy in TVC's premises. Once the work has been delivered to the customer, any complaint about it will be declared inadmissible.
- Collection and return of the equipment through courier services: the performed work and the masters will only be sent through a courier service if the full amount of the job has been paid in advance. The mailing through a courier service is done at the expense of and under the responsibility of the customer. TVC can be put in charge of sending it COD at home. The delivery price will be determined before the courier leaves.
- Each job implies the acceptance without reservation of these terms and conditions which can not be replaced by the terms and conditions of the customer.
- TVC reserves the right of retention of the master tapes and copies as long as the payment has not been made.

### 4.3 Rights and publicity

- The right to use and spread the videotapes recorded by TVC's cameramen remain the property of TVC until the complete payment of the invoices that have to do with the job performed. The paid invoices can be seen as a transfer of rights in favour of the client (read SABAM).
- TVC has the right to make copies of the rushes or the final product (at its own expense) that have been recorded by its own engineers in order to use them for editing a show reel promotion tape for TVC. TVC guarantees that the rushes of the final product will not be commercially exploited (storage stock shots, promotion of a third party, etc.)
- Images intended to be distributed through a television network or in cinemas and which have opening and end credits, have to mention the engineers' names and their function while shooting with the mention "TV Connections".
- The following terms and conditions do, however, not apply if the customer appears to be a private person in the sense of article 1 of the Law of 14th July 1991 concerning commercial practices and the counselling and protection of the consumer: 1.3. a-d – 2.2.d – 2.3.a – 2.3.c – 2.5.e – 2.8.e – 2.9.a

This agreement can be provided in French and Dutch on simple request.