

General rental conditions of the FTA Film- und Theater-Ausstattung GmbH

The "General rental conditions of the FTA Film- und Theater-Ausstattung GmbH" (referred to below as "FTA") apply to all contracts regarding the rental of objects from its stock between the FTA and its customers (referred to below as "renters"). Alternative or supplementary regulations on the part of the renter are here expressly overruled.

§ 1 Formation of the contract

1. The contract is formed when an oral agreement has been made as to which objects are let over which period of time and at which rental price.
2. An express oral agreement is also required as a minimum for the purpose of altering, deleting or supplementing the oral agreements.
3. Renters who are entrepreneurs may also submit orders and make reservations via "Fundus Online". An entrepreneur is a natural person or legal entity, or a legally effective ordinary partnership company, which when engaging in a transaction is pursuing their commercial or self-employed professional activity.

§ 2 Subject of the contract

1. The sole subject of the contract is the letting of the physical object. FTA claims no rights of use with regard to rental objects which are not subject to copyright. The renter is responsible for obtaining the rights required for the intended use from the entitled parties or the key collecting company.
2. The renter may make use of the objects from the stock only in accordance with the terms of the contract; in particular, they are not authorised to use the objects for any other or further purpose than that stated on placing the order. Objects are props and decoration for building and setting of a scene picture and shall generally not be used for the expected purpose of common understanding. In particular electric objects are not inspected with the exception of lamps. The inspection if an object may be used for an intended purpose shall be with the renter.
3. Should the object from the stock be used as part of a production, it may no longer be used for another production. Should the renter be in infringement of this prohibition, they are obliged to pay the rental price which would have been due if they had returned the rental object following use for the first production and subsequently rented it anew.
4. Alterations to the rental objects and any further letting of said objects is permitted only following written approval from the FTA.
5. The objects from the stock are to be treated with care during the rental period, and are to be returned in a fault-free condition after use.
6. The FTA may demand from the renter before or during the rental period that they pay a security in cash up to the amount of the value of the rented object.
7. For pre-ordered or reserved objects from the stock, the agreed rental price must also be paid when they are not used or not collected. Should the FTA succeed in letting the objects from the stock to other parties, the

rental price to be paid by the renter is reduced by the amount of the actual rental price received.

§ 3 Deficiency rights

1. The renter must, at the latest immediately following transfer of the objects to them, check that they are free of faults and that indication is given of any faults found, with a time limit set for their rectification. Should the renter fail to observe this requirement, it shall be assumed that the objects from the stock are free of faults at the point in time of transfer.
2. At the end of the rental period, the renter must submit a return slip written by the renter.
3. The FTA retains the right to transfer to the renter replacement objects from the stock of a similar value if this is reasonable for the renter, taking into account the interests of the FTA. Reductions in rental price or damage compensation claims may not be demanded by the renter in such a case.

§ 4 Duration of rental period

The rental period begins on the day of collection or dispatch ("collection date") and ends on the day of return to the FTA or the arrival of the objects from the stock at the place of fulfilment as stipulated in § 6, section 1 ("Date of return"). Only weekdays (not Sat., Sun., public holidays) are calculated as being rental days. If the rental duration is calculated in weeks, the following rental period commences on the day corresponding to the date named as the date of collection or dispatch. § 193 of the German civil code applies.

§ 5 Rental price

1. The renter must pay the basic rental price as a minimum, regardless of the duration of the rental period.
2. The following special conditions apply to the various objects from the stock:
 - a) Furniture and lamps
 - The rental price is calculated in days.
 - The basic rental price is calculated from the rent for three days.
 - For longer rental periods, rebates are granted on the daily rental rate at the following values:
 - from the sixth working day, 50% for each additional day
 - from the eleventh working day, 75% for each additional day
 - from the 21st working day, 90% for each additional day
 - b) Materials and props
 - The rental price is calculated in weeks. This means that a full week is calculated for each week begun.
 - The basic rental price is calculated from the rental price for one week.
 - For longer rental periods, rebates are granted on the weekly rental rate at the following values:
 - for the second week: 50%

- for the third and fourth week: 75%
- from the fifth week and for every additional week: 90%

c) Costumes

- The rental price is calculated in weeks. This means that a full week is calculated for each week begun.
- The basic rental price is calculated from the rental price for one week. It already includes cleaning costs.
- From the second week, a rebate is granted totaling 90% of the weekly rental rate.

3. All prices given are subject to the legally valid VAT.

§ 6 Place of fulfilment, transfer of risk and transport service (dispatch)

1. The place of fulfilment for the transfer and return of the objects from the stock is the office of the branch of the FTA where the order for the rental objects is received.
2. The FTA provides the objects from the stock at their collection points ("ramp"), from which they are collected by the renter (to be collected from the premises of the FTA). From the point in time of transfer to the renter or their agents, the risk for the destruction or impairment of the rental objects is transferred to the renter. The bearing of the risk by the renter ends with the orderly return of the objects from the stock on the ramp of the FTA.
3. The renter is obliged to correctly load and transport the goods and bears the costs arising in this regard. The transport vehicles used by the renter must be suitable for transporting the objects from the stock and be equipped accordingly. The renter must also ensure that they have a sufficient number of people available who are capable correctly loading and transporting the goods.
4. The following applies with regard to the packaging for the purpose of transporting the goods from the ramp to the place of use:
 - a) Lamps, props and materials shall be correctly packaged by the FTA.
 - b) Furniture must be correctly packaged by the renter, whereby the FTA shall provide suitable packaging material in sufficient quantities.
 - c) All other objects from the stock are, if necessary, to be packaged by the renter.
5. The responsibility for packaging from the place of use back to the ramp lies fully with the renter. Packaging material provided by the FTA is also to be returned at the end of the rental period, unless it is an expendable item.
6. The FTA offers a **transport service** throughout Germany, which is available on payment of a fee:
 - a) At the express request of the renter and on payment of an additional fee, the FTA shall send the objects from the stock to a location other than the place of fulfilment (ref. § 6, section 1). In general, this additional service is documented in text form by means of a separate transport offer.
 - b) The renter may choose between standard and express delivery. With standard delivery, the delivery period for items classified as bulky goods is

at least ten working days, and for other items at least two working days. With express delivery, the delivery period for items classified as bulky goods is at least two working days, and for goods deliverable as a package, delivery times starting from 24h can be agreed. With express delivery, an express payment is due in addition to the transport fee, which is calculated on the basis of the volume, weight and point time of delivery.

- c) In cases where use is made of the transport service, the risk of accidental destruction and accidental impairment is transferred to the renter as soon as the FTA has delivered the object from the stock to the removal company, freight transport company or another person or institution charged with the realisation of the delivery, at the latest when the item leaves the ramp. This applies regardless of whether or not the goods are dispatched from the place of fulfilment, or who bears the freight costs.
- d) § 6, sections 2 to 4 does not apply in cases where the transport service is used.
- e) When the transport service has been ordered, the price agreed for said service must also be paid when the goods are in fact collected and returned by the renter themselves, or when the pre-ordered or reserved objects from the stock are not used. Insofar as the FTA is able to agree a reduced transportation fee with the carrier (e.g. removal company, freight transport company, postal delivery service, etc.), the transportation fee payable by the renter shall be reduced by this amount.
7. The objects from the stock are not insured by the FTA. It is therefore recommended that the renter arranges insurance for the objects for the duration of the rental period.

§ 7 Exemption from warranty and liability

1. In cases of failure to observe its substantial obligations (cardinal obligations), the FTA also bears liability for slight negligence.
2. Any further liability arising from the failure to observe such obligations, impermissible activities and positive infringements of contract or fault occurring on conclusion of the contract, etc. is limited to gross negligence and intent.
3. The liability borne by the FTA, including in cases of failure to observe substantial obligations, is limited to the replacement of the direct damage and damage anticipated for this type of contract (e.g. no profit gained). The level of liability borne by the FTA depends on the extent to which it is at fault in relation to other causes leading to the occurrence of the damage. No-fault liability is precluded.
4. All liability limitations do not apply insofar as injury to life, body or health has occurred.

§ 8 Conditions of payment

1. The rental prices, including payment for transport and express delivery fee, are due for payment upon receipt of an invoice.
2. Interest on arrears is calculated at a rate of 9%points above the respective basic interest rate p.a. The right

is retained to assert a higher level of damage compensation.

§ 9 Details for consumer appeal procedure for online settlement of disputes (OS)

Consumer appeal procedure for online settlement of disputes (OS): <http://ec.europa.eu/consumers/odr/>

FTA disagrees and is not obligated to take part in a settlement of disputes at a consumer arbitration service.

§ 10 Miscellaneous

1. Should individual clauses in the contract be or become ineffective, the validity of the remainder of the contract remains unaffected. Invalid clauses are to be replaced following mutual agreement by those suited to achieving the desired commercial purpose, taking into account the interests of both parties

The same also applies to the filling of any loopholes which may emerge in this contract.

2. Unless expressly stated otherwise, this contract is subject to the law of the Federal Republic of Germany.
3. The sole place of jurisdiction is Munich, insofar as this is legally permitted.
4. Data Privacy Statement: As the “controller”, as defined in Art. 4 no. 7 of the General Data Protection Regulation (“GDPR”), FTA shall only process the contractual partner’s personal data (hereinafter referred to as “data processing”) to the extent that this is necessary in establishing, amending, or implementing this contract (Art. 6 para.1 (b) of the GDPR) and/or to the extent that data processing is required according to national laws (Art. 6 para. 1 (c) of the GDPR) and/or to the extent that data processing is necessary in safeguarding the legitimate interests of FTA or third parties (Art. 6 para 1 (f) of the GDPR). FTA shall process the contractual partner’s data for the purpose of communications relating to the performance and implementation of this contract and for the purpose of complying with and/or exercising contractual rights and obligations, particularly in connection with letting of objects, and for the purpose of legal defence in the event that claims are asserted against FTA. For the purposes mentioned above, FTA shall process contact information, bank and payment details, as well as other data that must be processed in order to conduct the contractual relationship or that are voluntarily provided by the contractual partner. Beyond the cases mentioned above, data shall only be processed if FTA has been granted separate consent by the contractual partner (Art. 6 para. 1 (a) of the GDPR). FTA shall transfer personal data to third parties (e.g. subcontractors) to the extent that this is necessary for the aforementioned purposes. If FTA collaborates with technical service providers (known as processors), these processors shall act on the instruction of FTA and are contractually obligated to comply with the applicable requirements of data protection legislation. Data shall only be transferred to countries outside of the EU or EEA to the extent that this is necessary for the aforementioned purposes or is legally required. Personal data shall be processed as long as and to the extent that this is necessary for the aforementioned purposes and at least until the retention obligations stipulated by commercial and tax law have been fulfilled. According to the current legal requirements, the contractual partner has the right to be notified of data processing (provided that such notification is not already provided in this contract), the right to

obtain information about processed data, the right to object to data processing, the right to data portability, the right to rectification, the right to erasure, the right to restrict data processing, and the right to lodge a complaint. In addition, the contractual partner may address complaints to the competent supervisory authority, the FTA Data Protection Authority.

5. The contractual partner may consult FTA’s Data Protection Officer with any questions the contractual partner may have in relation to the processing of his personal data and the assertion of his rights and may solicit suggestions from or lodge complaints with said Data Protection Officer. The contact information of the competent Data Protection Officer can be found at <http://www.fta-fundus.de/datenschutz>. We reserve the right to amend the Data Privacy Statement in accordance with changed circumstances or legal conditions.

Valid as of: September 2021