

RENTAL TERMS

1. Scope and the Parties

These general rental terms and conditions shall be applied between Obscure Entertainment osk (hereinafter referred to as "Obscure") and a company renting Obscure's camera and other equipment (the company hereinafter referred to as the "Customer" and the equipment hereinafter referred to as the "Equipment"). Obscure and the Customer hereinafter referred to as the "Parties".

2. Subject of the Agreement

The Customer rents from Obscure the Equipment which shall be separately agreed upon between the Parties case by case and which shall be recorded in writing for each case separately. The Customer agrees to rent the Equipment according to these general rental terms and conditions. Obscure agrees to hand over the rented Equipment to the Customer in proper condition maintained and inspected, unless otherwise agreed upon between the Parties.

3. Binding Equipment rental

When the Customer accepts (orally or in writing) an offer provided by Obscure on the Equipment to be rented, a booking shall be confirmed and a rental agreement on the Equipment shall be concluded between the Parties, which will be further confirmed in writing with signatures separately for each Equipment rental. If an actual offer is not provided by Obscure, a booking shall be confirmed and a rental agreement shall be concluded between the Parties, when the Customer makes a booking (orally or in writing) to Obscure on the Equipment to be rented.

4. Rental period

The Customer agrees to rent the agreed Equipment for the rental period to be always separately agreed upon between the Parties case by case. The Customer shall have the right to pick up the rented Equipment at 07.00 a.m. on the first day of the agreed rental period. The Customer agrees to return the Equipment to Obscure at the latest at 07.00 a.m. on the following day of the last day of the agreed rental period, for example, if the last day of the agreed rental period is May 22nd, the Customer shall be obliged to return the Equipment at the latest at 07.00 a.m. on May 23rd.

5. Rental and other compensations

The Customer agrees to pay to Obscure compensations on the rented Equipment and the purchased materials in accordance with the price list or other specification of the Equipment. For the days of Equipment transportation Obscure will invoice 50 % of the rental price of the Equipment.

6. Invoicing and payment term

The rental prices of the Equipment are specified in the price list and a distinct Equipment specification shall be prepared between the Parties for each Equipment Rental. The Customer agrees to pay rental and other compensations against an invoice. Payment term is 14 days net, unless otherwise agreed upon between the Parties.

Payment schedule shall be based on the agreed rental period. If the agreed rental period is the maximum of seven (7) days, the invoicing shall take place in one installment. If the agreed rental period is more than seven (7) days, the payment schedule shall be separately agreed upon between the Parties. Further, possible advance payment shall be agreed upon between the Parties case by case.

For late payments the interest shall be 13 per cent. The Customer shall be further obliged to cover any costs suffered by Obscure resulting from any collection of any late payments. If any assurance (pledge) is given by the Customer for a guaranty to comply with these general rental terms and conditions or for any other reason to fulfill its obligations, Obscure shall have the right to convert the pledge into cash in the way regarded most suitable without taking into account, what has been regulated by law on the subject, however, not to violate the mandatory applicable law.

7. Inspection of the rented Equipment

The Customer shall be obliged immediately after having received the rented Equipment professionally to inspect and test the rented Equipment to ensure the proper functioning (the inspection). If any defect or failing on the Equipment appears when the rented Equipment is inspected, Obscure shall be obliged to provide the Customer with similar kind of functioning equipment or to repair the defect. The Customer shall accept the rented Equipment in a condition as it is after having inspected. The inspection of the Equipment must be agreed to be carried out so early that possible defects can be repaired by Obscure before the agreed rental period begins.

Obscure will not be liable for any damage that may result from any defect or failing which the Customer should have noticed when it inspected the rented Equipment. The Equipment shall be rented without any functioning guaranty. If any defect or failing on the Equipment appears during the agreed rental period and the Customer should have noticed such defect or failing when it inspected the rented Equipment, the Customer shall be obliged to deliver the Equipment at it's own cost to Obscure or to any other place requested by Obscure to be replaced or repaired. Obscure shall then not be liable for any possible direct or indirect costs or damages suffered by the Customer resulting from such replacement or repair.

8. Handling and maintenance of the rented Equipment

The Customer agrees to handle, store and take care of the Equipment carefully, properly and professionally. The Customer shall have no right to transfer the Equipment further to a third party for any use without a prior written consent given by Obscure. The Equipment must not be used for any illegal activities.

The Customer shall be liable for any costs resulting from any transportation of the Equipment including the picking up of the Equipment from Obscure and returning the Equipment to Obscure.

9. Insurances

The Equipment shall be insured by Obscure and the Customer agrees to pay to Obscure as an insurance fee five (5) per cent of the rental price of the Equipment. The excess share of the insurance is 500 euros per each insurance case, and the Customer agrees to pay any damages/costs maximum of the excess share of the insurance. If the Parties separately agree upon, the Customer may be responsible for insuring the rented Equipment and providing Obscure with a written insurance certificate before the agreed rental period begins.

10. Damages and defects

During the agreed rental period and thereafter the Customer shall be responsible for reporting to Obscure any damages and defects regarding the Equipment. The Customer shall be liable for any damages caused by it and any costs resulting from possible uselessness of the Equipment. The Customer shall further be liable for any damages that Obscure may discover when the Equipment is returned or at any later inspection. The Customer agrees to cover any costs resulting from any repair of the Equipment, if repairable, or any costs resulting from purchasing a new similar kind of equipment or device, if the Equipment, wholly or partially, is destroyed, lost or it cannot be repaired or returned to Obscure for any other reason. The Customer shall have no right to carry out any amendments or repairs regarding the Equipment without the prior consent given by Obscure.

If during the agreed rental period there appears any defect of the Equipment which defect does not result from any operations which the Customer is responsible for, Obscure shall be responsible for covering any costs of repair regarding the Equipment at the agreed location and any other reasonable direct costs, such as delivery and transportation costs, resulting from the delivery of the Equipment to have it repaired. Obscure shall not be liable for any damages or any costs other than those specifically set forth in these general rental terms resulting from the defects of the Equipment and suffered by the Customer.

Obscure shall be liable for any damages resulting from an intentional or grossly negligent failure to perform its obligations. The maximum liability shall be equal to the rental price of the Equipment for the rental period.

11. Changing or canceling of the Equipment Rental

If the Customer wishes to change the agreed rental period or make any changes regarding the rented Equipment, Obscure shall not be obliged to agree on the new suggested rental period or provide the Customer with any additional equipment. Obscure aims to the best of its ability to adjust to any changes.

If the Customer returns the Equipment after the termination of the agreed rental period, the Customer shall be responsible for paying for any additional day/-s when each additional day is considered to begin at 07.00 a.m. The Customer shall then further be responsible for covering any possible direct costs suffered by Obscure resulting from the incompliance with the agreed rental period.

If the Customer cancels the agreed Equipment rental, wholly or partially, when there is the maximum of 24 hours to the beginning of the agreed rental period, the Customer shall be responsible for paying to Obscure 50 % of the rental price of the cancelled Equipment. If the Customer cancels the agreed Equipment rental, wholly or partially, when there are more than 24 hours, but the maximum of 96 hours, to the beginning of the agreed rental period, the Customer shall be responsible for paying to Obscure 25 % of the rental price of the cancelled Equipment. If the Customer cancels the agreed Equipment rental, wholly or partially, at any other time than set forth herein after a binding booking has been made (see the clause 3 of these general rental terms and conditions), the Customer shall be responsible for paying to Obscure 10 % of the rental price of the cancelled Equipment.

12. Reporting obligation

The Customer shall be responsible for reporting always when necessary that administration of the Equipment is based on Equipment rental and that Obscure owns the Equipment.

13. Termination of the Agreement

If either Party commits a material breach of its obligations under this Agreement and (if capable of remedy) shall fail to remedy the same within reasonable time after the other Party notifies of its breach and requires its remedy, or any remedy plan is not agreed upon between the Parties, the Party giving the notice shall be entitled to terminate this Agreement by giving a written notice of termination to the defaulting Party. The Party that wishes to terminate this Agreement with immediate effect shall be responsible for notifying the other Party on such termination without delay. The defaulting Party shall be responsible for covering any direct costs suffered by the other Party resulting from such termination.

If the Customer becomes insolvent or goes into liquidation either compulsory or voluntary or the Customer uses the Equipment against this Agreement, the Customer shall be obliged to return the Equipment immediately to Obscure. Obscure shall not be liable for any damages suffered by the Customer resulting from such immediate return of the Equipment.

14. The use of the Equipment outside of Finland

The Customer shall be responsible for taking care of any necessary notifications as well as acquiring and maintaining any proper permissions which are required for any transportation and use of the Equipment outside of Finland.

15. Credits

When the Equipment is used in a film production, Obscure shall have the right to receive the following credit in the end titles of the film:

Kamera- ja/tai valokalusto: Obscure Entertainment

or

Camera and/or Lighting Equipment: Obscure Entertainment

16. Applicable law and legal venue

This Agreement shall be construed in accordance with and governed by the laws of Finland. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof shall be primarily settled by negotiation between Parties and finally settled by Tampere District Court (Tampereen käräjäoikeus).