



# GENERAL RENTAL CONDITIONS

## September 2024

### ARTICLE 1. SCOPE

The VIDEO PLUS SAS Company, whose registered office is located at 12 Villa des Fleurs 92415 Courbevoie Cedex – France, registered with the Nanterre Trade and Companies Register under number 320 876 774 (the "Lessor") performs as its activity the rental of professional-level audiovisual equipment (the "Products"). These general rental conditions (the «GRCs») are applicable to all Products rented by the Lessor on the basis of any Quotation concluded with a Lessee customer located in France or abroad (the «Customer»), regardless of the place of provision and use of the rented Product (the "Rental"). The GRCs take precedence over all other general conditions issued by the Customer and applicable to its activities.

The benefit of the Rental of the Products is specific to the Customer. Consequently, the subletting of the Products by the Customer, the assignment of the lease and the loan of the Products by the Customer are prohibited, except with the express agreement of the Lessor.

### ARTICLE 2. RESERVATION AND RENTAL OF PRODUCTS

#### 2.1 Creation of Customer account - Reservation

The Rental of Products is reserved:

- To persons registered in the trade and companies register. In this case, the creation of the Customer account requests the sending to the Lessor of a proof of business registration (K-bis extract) dated less than 3 months, a bank identity statement the account to be debited, completed with a direct debit authorisation from said account as well as the valid ID card of the Customer's legal representative.
- To associations created according to the Law of 1901 (specific French legal status) provided that the rented equipment does not exceed 7,000€ including taxes in new value and provided that the Order reaches the Lessor at least two working days before the date scheduled for the withdrawal of the Products. The creation of a Customer account for an association requires sending to the Lessor of a copy of declaration in the Official Journal certified true by its legal representative dated less than 12 months, a bank account statement of the account to be debited, supplemented by a direct debit authorisation from said account as well as the valid ID card of the Customer's legal representative.
- To public law entities (provided that the Order reaches the Lessor at least two working days before the scheduled date for the withdrawal of the Products).

This information should be sent by fax (+33 (0)1 40 10 38 11), by e-mail (planning.location@videoplusfrance.com), or by post (addressed to Planning Location - 12 Villa des Fleurs 92415 Courbevoie Cedex - France). In the event of an incomplete file, the Lessor reserves the right to refuse the creation of a Customer account.

The reservation of the Products is made by telephone (at the following numbers: +33 (0)1 40 10 38 00 (standard) - +33 (0)1 40 10 38 10 (Planning Location), by email (to Planning.Location@videoplusfrance.com), by mail (addressed to Planning Location 12 Villa des Fleurs 92415 Courbevoie Cedex - France). The description of the Products to be booked must be complete and must include the desired accessories related to the Products (batteries, plug, etc.) in order to allow the Lessor to assign said accessories to the Products, the Lessor not guaranteeing the availability of accessories in the absence of a reservation.

#### 2.2 Quotation

Any request for the rental of Products (and accessories, if any) gives rise in return to the issue by the Lessor to the Customer of an estimate accompanied by these GRCs (the «Estimate»).

The Quotation mentions the Products requested by the Customer, the duration of the Rental, the dates and times of provision and return of the Products, the price of the Rental and the ancillary costs at the expense of the Customer (if applicable, insurance, ATA Carnet fees), the amount of the deposit requested on the price and the rental payment deadlines and mentions the specific packaging requests of the Products that may be formulated by the Customer. The Quotation also mentions the new value of the Products. The GRCs are attached to the Quotation as well as the main terms of the Rental Insurance and the model insurance certificate to be issued, where applicable, by the Customer's insurance company under the intended rental. The Quotation also mentions that the reservation of the desired Products is only effective subject to their availability at the time of acceptance of the Quotation by the Customer.

Acceptance of the Quotation takes place by sending an order form on the Customer's letterhead with:

- The affixing by the duly authorised representative of the Customer of the handwritten mention «valid for order» on the order form and the GRC bearing the signature of the aforementioned representative on all pages of the order form and the GRC as well as the Customer's stamp;
- Attachment to the order form of any insurance certificate referred to in 5.5 and/or 5.7
- Subject to payment of the deposit mentioned in the Quotation and payment of the security deposit referred to in 2.5.

This acceptance entails irrevocable order of the Products with a view to their Rental according to the conditions stipulated in the Quotation and the GRC (the «Order»), subject to their availability at the time of acceptance of the Quotation by the Customer. Any unavailability at the time of acceptance is indicated in the Quotation as soon as possible to the Customer.

The Products are made available to the Customer for removal within the period stipulated in the Quotation, being clarified that a delay of at most 48 working hours following acceptance of the Quotation may be necessary.

For any rental with a value of at least 10,000 euros, a 25% deposit must be paid in order to confirm the reservation.

In the context of a reservation cancellation, all deposits already paid remain acquired by VIDEO PLUS as lump sum compensation without prejudice to any damages that may be claimed otherwise due to particular circumstances, detrimental to the company.

- Any cancellation must be made via an e-mail clearly titled «CANCELLATION» accompanied by the quotation concerned and at the attention of the Rental commercial in charge of the case or the planning officer.
- Any cancellation within 15 to 8 working days preceding the collection/delivery date will result in the invoicing of 50% of the total quoted including tax.
- Any cancellation within 7 working days preceding the collection/delivery date will result in invoicing 65% of the total quoted including tax.
- Any cancellation within 48 hours prior to the collection/delivery date will result in 100% billing of the total quoted including tax.

#### 2.3 Deposit - Price

The price of the Rental fixed in the Quotation increased by the costs of the ATA Carnet (Admission Temporaire/Temporary Admission) required if applicable is payable at the time of the Order. The payment of the price is only liberating once definitively collected by the Lessor. In the absence of good receipt of the deposit, the Lessor observes the cancellation of the Order and the Rental in question by the Customer, without prejudice to any action by the Lessor to preserve its rights. For Customers registered on an account and presenting sufficient guarantees, the Lessor may, at its full discretion, consent to special payment conditions.

The Customer is required, before the collection of the Products, to test all the Products itself in test rooms made available free of charge on the Lessor's premises. The removal is deemed to constitute express acknowledgment by the Customer of the proper functioning of the Products and their compliance with the Quotation. For the sake of theft prevention, the identity of the Customer's employee responsible for collecting the Products is previously communicated by the Customer. The following documents must be presented by the Customer's agent: valid identity document (ID card, driving licence, passport) and vehicle registration document. The Products that are the subject of an Order in good standing in accordance with 2.2 above are removed by the Customer through its own means. The Customer must ensure that the collection conditions are adequate for the transport of high-tech audiovisual equipment. Otherwise, the Lessor reserves the right to refuse collection on the part of the Customer.

#### 2.4 Rental price and payment

The Rental Price appearing in the Quotation is calculated on the basis of the prices indicated in the catalogues on the Lessor's website and may be subject to adjustments depending on the Order. The bills are issued in accordance with the schedule stipulated in the Quotation. For customers registered with the Lessor, any delay in payment by the Customer entails:

- The immediate application of late payment interest corresponding to 3 times the legal rate in force (3X2.06%) as well as recovery costs where applicable, including a lump sum recovery compensation of 50 €. These sums are payable on the day of the first formal notice.
- The option for the Lessor to proceed with the immediate and automatic termination of the Rental and the obligation for the Customer to immediately return the Products and accessories to the Lessor at the Customer's expense, without prejudice to any action by the Lessor to preserve its rights.

#### 2.5 Security deposit

For Customers operating one-off rentals, the Customer is required to pay the Lessor, upon acceptance of the Quotation, a security deposit corresponding to the new value of the rented Products. This deposit of warranty is refunded to the Customer after return, verification of the Products by the Lessor, full payment of the Rental Price, and after deducting any repair costs or any insurance excess, or any other amount due under the Rental. For Customers operating rentals on a recurring basis, the Lessor may propose the implementation of a 12-month security deposit, the amount of which is equal to the replacement value of the rented Products and the amount can therefore be adjusted according to current rentals.

#### 2.6 Duration of the Rental

The duration of the Rental is expressed in number of days. The first day is for a pick-up from 9 a.m. and the last day is understood to be for the return of all the Products and their accessories at 6 p.m. at the latest. A reservation for the weekend means the collection of the Products on Friday evening from 3 p.m. and a return on Monday morning at 10 a.m. at the latest. The opening hours of the Company are as follows: 9 a.m. – 6:30 p.m.

The rental period stipulated by the accepted Quotation cannot be unilaterally modified by the Customer. The early return of the Products by the Customer does not entitle it to any price reduction. The Customer's delay in collecting the Products does not entitle it to any reduction in price or extension of the rental. If the Products are not returned on the date and within the time slot initially planned, the Customer is required to compensate the Lessor for a daily penalty equal to the daily billing rate shown on the Lessor's website increased by a supplement, all equivalent to 150% of the price for the day of Rental. Each day started is taken into account for its totality.

These penalties are due automatically and are invoiced automatically by the Lessor without prior notification to the Customer.

The Customer who wishes to extend the Rental of the Products for a period exceeding that provided for in the Quotation must make the request to the Lessor in writing at least 48 hours before the date of return of the Products originally planned. The Lessor reserves the right to refuse this extension request. In such a circumstance, the Customer must imperatively return the Products on the date agreed in the Quotation.

#### 2.7 Rental process

In anticipation of their removal by the Customer, the Lessor packages the Products according to the rules of the art and the manufacturer's instructions which apply to them. If the Customer wishes specific packaging, he must formulate the request to the Lessor so that the latter can take them into consideration in its Quotation.

In the absence of mention in the Quotation accepted by the Customer, the latter will be deemed to have validated the packaging of the Products made by the Lessor.

The Customer is required to verify the conformity and proper functioning of the Products at the time of their removal.

In the absence of a written complaint from them by e-mail to the Planning department (planning.location@videoplusfrance.com) within 12 working hours following their removal, the Customer is deemed to recognise (i) the proper conformity of the Products to the accepted Quotation and (ii) the perfect functioning of the equipment at the time of removal, and agree to bear the costs of repair and replacement of the Products potentially required at the end of the controls carried out by the Lessor upon returning the Products.

The Customer undertakes to use the rented Products and their accessories as a reasonable person would, according to the normal destination of the Products entrusted to them. The Customer is liable for all damage caused to the equipment or its accessories, occurring between the removal and the return of the Products. In case of theft or loss of the Products, the Customer will be required to compensate the Lessor without delay on the basis of their new value on the day of the signature of the Quotation, after deduction of the fraction covered by the Rental Insurance.

The Customer will be exclusively responsible towards third parties for the consequences of the use of the equipment, and in particular the use of audio or video HF transmitters, walkie-talkies, radios, telephones, etc., without any possible recourse against the Lessor. The Customer is solely responsible for the security of its data. It belongs to them in particular to carry out at any time any useful backup, especially before restitution. The Lessor cannot be held responsible for any reason whatsoever for the loss of stored data by the Customer on any of the Products and accessories. When the Products are returned by the Customer, it is up to the latter to transfer the data to the medium of its choice, the Lessor not being obliged to data retention. The Customer is solely responsible for the use of the Products. The Customer undertakes to manage all claims of any kind resulting from the improper or illegal use made by it of the rented Products.

#### 2.8 Return of Products at the end of the Rental

During the Rental and upon return of the Products by the Customer, the latter is presumed responsible for all malfunctions of the Products following damage caused to them if it has not formulated reservations at the time of removal. The cost of replacing the Products or components of these Products are the responsibility of the Customer. The Lessor has a period of 20 working days from the return of the Products to notify the existence of missing Products and malfunctions following damage caused during the Rental. Video Plus reserves the right to extend this period by informing the customer by e-mail. Any restoration carried out by the Lessor, and which would be due to damage caused to the Products or their accessories rented by the Customer will be invoiced separately.

In the event that the damage caused to the Products or the absence of return of the Products is covered by the Rental Insurance taken out by the Customer, the Customer is required to pay the fraction that is not covered by the insurance (in particular deductible). An invoice is issued in the sense that the Customer is obliged to pay upon receipt.

In the event of damage or absence of return of the Products (automatically observed in the absence of return later than 5 days after the contractually agreed date) for a reason not covered by the Lessor's Insurance, the Lessor sends the Customer an invoice for the replacement or repair of the Products (in any case, the least expensive solution will be favoured by the Lessor). Payment of this invoice by the Customer must occur upon receipt, regardless of the intervention and compensation deadlines by any of the Customer's own insurers. The possible exclusions of guarantee of any insurance benefiting the Customer are unenforceable against the Lessor.

The Lessor's intervention on the Products is invoiced on the basis of a labour cost equal to €100 excluding tax per hour, the components being invoiced to the Customer at the current rate.

The costs of repairing or replacing damaged Products are automatically invoiced by the Lessor to the Customer without prior notice.

## 2.9 Review

The Lessor may grant more favourable conditions to Customers proving seniority without incident in its professional relations with the Lessor.

These favourable conditions may relate to all or part of the following aspects:

- Deposit amount
- Amount of the security deposit
- Rental price payment schedule

## ARTICLE 3. STORAGE, MAINTENANCE AND REPAIR OF RENTED PRODUCTS

### 3.1 Storage of Products

The Customer undertakes to ensure the proper custody and preservation of the Products and accessories and more generally, to maintain them in perfect working order. The Customer assumes the usual maintenance of the Products and accessories during the Rental. For the proper performance of this obligation, a user manual and/or any useful document for this purpose is given to the Customer. The Customer is presumed responsible for any damage resulting in deterioration or malfunction of the Products that the Lessor observes within the 10-day period referred to in article 2.8.

### 3.2 Intervention on the Products

In the event of malfunction of the rented Products during the Rental that is not attributable to the Customer, the latter must return it to the Lessor without delay for the purpose of noting this malfunction that is not attributable to the Customer, and exchange with a replacement Product. The Customer undertakes not to carry out any repairs nor intervention on the Products, nor to appoint anyone for this purpose without the prior written consent of the Lessor. At the Customer's request, and subject to the Lessor's agreement to the intervention, the Lessor's maintenance service intervenes as soon as possible.

This service is payable in the event of a malfunction attributable to the Customer. The cost of replacing the Products or components of these Products (transport, insurance) are the responsibility of the Customer (according to the guidelines indicated in 2.8).

The Customer authorises the Lessor to exercise at any time any control over the use and maintenance of the Products leased and undertakes to facilitate the task of any person appointed for this purpose by the Lessor, in particular by communicating to it the information necessary for the location of the Products. As an exception to the above, in the event of the loan of Products for testing, the return transport costs for repair and intervention by the Lessor are the sole responsibility of the Customer. In addition, insurance costs are borne by the Customer.

## ARTICLE 4. COMPENSATION FOR THE BENEFIT OF THE LESSOR IN THE EVENT OF DAMAGE RESULTING IN THE UNAVAILABILITY OF THE PRODUCTS

The unavailability of the Products after the contractual term of a Rental resulting from damage caused to the Products during the Rental period due to repairs is subject to compensation for the benefit of the Lessor, invoiced by the latter to the Customer. The damage depends on the number of days of unavailability and calculated on the basis of 150% of the daily rental price excluding taxes stipulated in the Quotation, any day started being extended.

The compensation period is counted from the first day and without formalities, from the date initially agreed for the return of the Products.

In the event of permanent disappearance of the Products for any reason whatsoever (theft, loss, destruction, etc.), compensation is equal to the new value of the Products, notwithstanding the age of the Products.

The costs of repairing or replacing damaged Products as well as the associated penalties are automatically invoiced by the Lessor to the Customer without prior notification.

## ARTICLE 5. TRANSPORT OF PRODUCTS – TRANSIT THROUGH CUSTOMS

The Customer undertakes not to leave nor let the Products leave the territory of metropolitan France except with prior written authorisation from the Lessor.

In the event of prior and written authorisation from the Lessor, the Customer will integrally bear the customs formalities as well as the insurance formalities, by complying with the commitments stipulated in 6-2 "Resorting to a third-party insurer" of these GRCs.

The transport and customs clearance of the Products and their installation on the Customer's site are the sole responsibility and risk of the Customer, the latter bearing full responsibility and fully insuring the monitoring and formalities without the Lessor's intervention.

## ARTICLE 6. INSURANCE CONDITIONS

### 6.1 Lessor's Insurance

The Rental is accompanied by the compulsory subscription of an insurance specifically put in place by the Lessor for the Rental (the «Lessor's Insurance») according to the conditions (guaranteed damage, deductibles) and methods of implementation (insurance claim) explained on the Order form and these General Rental Conditions.

### 6.2 Resorting to a third-party insurer

The Customer who wishes to use its own insurer to insure the rented Products instead of the Lessor's Insurer, or who has to resort to it because of the departure of the Products from metropolitan territory, must indicate this in writing to the Lessor upon reservation.

An insurance certificate in accordance with the model desired by the Lessor and issued by the Customer's insurance must be attached to the accepted Quotation and no later than three working days before the date scheduled for removal of the Products by the Customer. Failing this, the Lessor will subscribe automatically and without prior notification the Lessor's Insurance for the Products and the Rental concerned, which will be re-invoiced to the Customer. No credit or reimbursement of the corresponding insurance costs will be granted by the Lessor.

The insurance certificate sent, where applicable, by the Customer to the Lessor justifies in particular compensation up to the replacement value of the covered Products.

In the event of recourse to a third-party insurer, any damage of any nature whatsoever will remain the exclusive responsibility of the Customer, without the latter being able to turn against the Lessor nor the latter's insurer. The Customer's policy must expressly mention the waiver of any recourse against the Lessor's insurer.

The insurance certificate referred to above must provide proof of this.

## ARTICLE 7. LESSOR'S AND CUSTOMER'S RESPONSIBILITY

The Lessor is bound by an obligation of means relating to the supply of compliant Products, or Products substantially in accordance with the Quotation accepted by the Customer. Given the nature and fragility of components of the rented Products, the Lessor's liability under the Rental contract with the Customer is exclusively limited to the amount of the Rental in the event of proven malfunctions, defects or anomalies that are not attributable to the Customer preventing the latter from using the Products, to the exclusion of any other direct or indirect damages.

The Lessor is required to make technical suggestions taking into account the permanent evolution of new technologies. However, it is the Customer's responsibility to ensure the technical compatibility of the Products with its own information system and more generally its technical environment.

The Lessor cannot be held responsible in the event of malfunction or incompatibility of the Products linked to incompatibilities resulting from technical developments, and no compensation can be required of it as a result. Given the specificity of computer products and in application of the conditions imposed by the manufacturers, the Lessor's liability is excluded for damages of all kinds resulting from malfunctions of the hardware or software sold, whatever their origin and nature.

## ARTICLE 8. PARTIAL INVALIDITY

If one or more stipulations of these GRCs are held to be invalid or declared as such pursuant to a law, regulation or following a final decision of a competent court, the other stipulations will retain full force and scope.

## ARTICLE 9. NON-WAIVER

The fact for one of the Parties not to avail itself of a breach with the other Party of one or any of the obligations referred to in these GRCs cannot be interpreted for the future as a waiver of the obligation in question.

## ARTICLE 10. WORKING DAYS AND HOURS

For the purposes of these GRCs, working days and hours are Monday, Tuesday, Wednesday, Thursday and Friday (excluding public holidays) from 9 a.m. to 6.30 p.m.

## ARTICLE 11. JURISDICTION IN THE EVENT OF DISPUTE

Sales of Seller's Products are subject to French law. Any dispute relating to the interpretation of these GRCs, the execution or termination of a Rental, even in the event of multiple defendants, failing for the Parties to reach an amicable agreement, will fall under the exclusive jurisdiction of the Commercial Court of PARIS.

## ARTICLE 12.

Personal information collected as part of the performance of the agreed rental service with the Customer are essential for the smooth running of the latter. They are exclusively reserved for the use of Video plus which undertakes not to communicate them to third parties. In accordance with the law Informatique et Libertés (article 27 of Law 78-17 of January 6, 1978), the Customer has a right of access and rectification of information concerning it. To do this, simply make a request in writing [toplanning.location@videoplusfrance.com](mailto:toplanning.location@videoplusfrance.com). The Client authorises Video plus to quote its company and to include its logo as a client reference.

VIDEO PLUS – Effective Date January, 2023

### SPECIAL CONDITIONS FOR INSURANCE

#### GENERAL RENTAL CONDITIONS

#### ALL MATERIAL RISKS

#### EVENT MANAGEMENT

<b>INSURED PARTY</b>	VIDEO PLUS France Company 12 VILLA DES FLEURS 92415 COURBEVOIE CEDEX
<b>TERRITORIALITY</b>	Entire World
<b>INSURED GOODS</b>	Audio, photo, video, computing and accessories equipment (including rental or sale) belonging to the Insured Party, rented or entrusted
<b>GUARANTEED VALUE</b>	Replacement value
<b>DEDUCTIBLES <sup>1</sup></b>	Theft, Loss, Disappearance, Climatic Events: 6000€  Damages other than those above mentioned: 3500 €  <i>In case of theft, the filing of a complaint must be carried out by the lessee at the police station within 24H of the incident. The copy of the complaint must be addressed to the lessor by all means (email, fax etc.) at time of filing.</i>

<sup>1</sup> The applicable franchises are flat-rate, including operating loss, equipment costs, administrative costs and miscellaneous costs.