

PASSERIDAE LTD – TERMS OF BUSINESS

In these Terms of Business, "Passeridae" means Passeridae Ltd plus anyone working on behalf of Passeridae Ltd and "Client" means any person, firm or company who requests, rents, hires and/or purchases equipment, services and/or consumables from Passeridae.

1 APPLICATION OF THESE TERMS

1.1 These Terms of Business govern the supply of all equipment, services and consumables by Passeridae. All other terms and conditions (including without limitation any terms and conditions of the Client) are excluded.

1.2 Any valid amendment or variation to these Terms of Business must be in writing and signed by the director of Passeridae Ltd.

2 ORDERING FROM PASSERIDAE

2.1 The Client may order equipment, services and/or consumables either in writing (including email) or verbally, by telephone or in person. Where reasonably practicable, Passeridae shall confirm orders in writing.

2.2 All orders for equipment, services and/or consumables shall be binding on the Client whether or not they are confirmed by Passeridae.

2.3 Passeridae shall not be responsible for any errors made (by either party) in connection with verbal orders.

2.4 Passeridae shall be entitled to assume that any person placing and/or signing an order on behalf of the Client is authorised to do so.

2.5 Passeridae reserves the right in its absolute discretion to refuse to accept any order.

2.6 Once an order has been accepted by Passeridae, Passeridae shall supply the equipment, services and/or consumables ordered in accordance with these Terms of Business.

3 CHARGES

3.1 All prices and hire charges shall be as quoted by Passeridae. All prices quoted exclude VAT.

3.2 All quotations shall (subject to clause 3.3) remain valid for a period of 30 days from the date on which they are first given, provided that Passeridae shall be entitled to vary any quotation if the Client's order differs from the requirements and specifications on which such quotation was based. The provision of a quotation by Passeridae to the Client does not guarantee the availability of the equipment, consumables and/or services specified in such quotation, whether at the time of the quotation or at the time the Client wishes to place its order.

3.3 Prices and hire charges specified on quotations provided by Passeridae may be subject to change without warning where necessary due to any variations in Passeridae's costs, such as third party supplier costs and/or labour costs.

3.4 Where hire charges include a charge for the provision of personnel, overtime rates may apply during certain hours or after certain periods of time, in accordance with Passeridae's quoted prices. Travel, subsistence and accommodation expenses of Passeridae personnel will be charged to the Client, in addition to applicable day rates and hire charges.

4 PAYMENT

4.1 If Passeridae has accepted an application from the Client to open an account with Passeridae (which decision shall be in Passeridae's absolute discretion), the Client shall pay each invoice within 30 days of the invoice date. In the event of late payment of any invoice, Passeridae reserves the right to withdraw credit facilities at any time without prior notice. Passeridae reserves the right not to provide account facilities without disclosing a reason. Clients should be aware that account applications will be credit checked.

4.2 If the Client does not have an account with Passeridae, the Client shall pay Passeridae for all equipment, services and consumables as set out below. Payment may be made by cash, cheque or bank transfer:

4.2.1 hire charges for equipment, together with a deposit, must be paid in full prior to the commencement of the hire period. Passeridae shall refund the deposit in full to the Client after the end of the hire period, except in the circumstances set out in clauses 11.24 and 11.32;

4.2.2 all processing, printing and digital services must be paid for on collection of the completed work. Work that cannot be delivered electronically will be delivered by Passeridae or its subcontractors, subject to an additional delivery charge; and 4.2.3 all consumables must be paid for at the time of ordering.

4.3 All sums payable to Passeridae shall be payable in pounds sterling, in full, without deduction, withholding or set-off. All prices and delivery charges are quoted exclusive of VAT.

4.4 If the Client is overdue with any payment hereunder, then without prejudice to Passeridae's other rights or remedies: 4.4.1 the Client shall be liable to pay interest on the overdue amount at an annual rate of 10% above the prevailing base rate of The Bank of England, which interest shall accrue on a daily basis from the date payment becomes due until Passeridae has received payment of the overdue amount together with all interest that has accrued;

4.4.2 the Client shall reimburse Passeridae for any costs incurred by Passeridae in taking steps to recover the overdue payment; and

4.4.3 Passeridae shall have the right, at its option, to suspend delivery of any services and/or consumables and/or to require the Client to cease using equipment until full payment is received.

4.5 The Client shall be responsible for all customs and other duties and all related costs and expenses payable on any international transaction.

5 INTELLECTUAL PROPERTY RIGHTS

5.1 The Client warrants that no copyright or other intellectual property right (including without limitation moral rights) of any third party, now existent or hereafter created, will be infringed by virtue of:

5.1.1 the Client's use of Passeridae's equipment;

5.1.2 any services to be carried out by Passeridae at the request of the Client; or

5.1.3 the loading, storage, management, archiving, re-touching or manipulation of the Client's images and other data by Passeridae.

5.2 Where the Client provides film, negatives, data, digital images and/or other materials to Passeridae and requires Passeridae to develop, process, manipulate and/or carry out other services in relation to the same, the Client warrants that the Client owns or controls all copyright and other intellectual property rights in such materials, or has obtained all necessary permissions, consents and waivers as are or will be required for the copying, processing, manipulation and other work to be undertaken by Passeridae in relation to them. The Client hereby irrevocably licenses Passeridae to do all such copying, processing, manipulation and other work as is necessary in performing, or ancillary to, the services requested by the Client. 5.3 The Client agrees to indemnify Passeridae against all losses, damages, claims or expenses (including legal costs on an indemnity basis) which Passeridae may incur by virtue of any breach of the warranties in clauses 5.1 or 5.2 or in the event of any claim (whether or not proceedings are issued) by any party against Passeridae or its employees, agents or contractors, that any third party copyright or other intellectual property right (including without limitation moral rights) has been infringed by virtue of anything done by, on behalf of or at the request of the Client.

5.4 The Client warrants that no materials or data deposited with Passeridae shall contain any material which is defamatory, blasphemous or obscene, or which is otherwise contrary to any applicable laws, regulations or codes of practice.

6 STORAGE AND DELIVERY OF DATA AND OTHER CLIENT MATERIALS – CLIENT'S RESPONSIBILITY TO INSURE

6.1 All film, negatives, digital data and other materials (including but not limited to any data or materials created by or on behalf of Passeridae at the request of the Client) held by Passeridae (whether online or otherwise) and all other materials belonging to the Client or any third party and provided to Passeridae by the Client (for storage or otherwise) shall remain at the Client's risk at all times and the Client shall be responsible for insuring the same at its own expense. Passeridae shall not be responsible for the future integrity of digital data, nor for any failure to retrieve data from Passeridae's storage archive.

6.2 Where Passeridae's services involve the creation of digital data then, at any time after the date falling twelve months after the completion of the shoot at which such digital data were created, provided that Passeridae has provided the Client with at least one high resolution copy of the data and the Client has not, within 30 days of receipt of the same, expressly rejected such copy or copies for failure to comply with the Client's order, Passeridae reserves the right to dispose of such digital data without seeking the prior approval of the Client. If the Client wishes Passeridae to store such digital data for a longer period the Client may purchase additional data storage services. Where Passeridae has agreed to store the Client's digital data for a specific period of time, Passeridae reserves the right to dispose of the digital data files after such specified period of time has elapsed, unless agreed otherwise with the Client in writing. Accordingly, the Client shall be solely responsible for ensuring that it holds adequate back-up copies of all digital data.

6.3 If any items deposited with Passeridae by the Client or produced by Passeridae for the Client are not collected by the Client within 12 months of completion of Passeridae's work in connection with the same, then Passeridae may dispose of or destroy such items.

6.4 All property, valuables and equipment brought by the Client and its employees, agents and contractors to Passeridae's premises shall remain at the Client's own risk and Passeridae shall not be liable for any loss of or damage to such property, valuables and/or equipment.

Delivery

6.5 The Client must sign for delivered work, or Passeridae will not be held responsible for any losses arising from the delivery. 6.6 Whilst Passeridae will make every effort to collect the Client's materials and deliver work as quickly as possible, it will not be liable for any losses arising from delays in delivery or collection.

6.7 Where work is delivered digitally either by e-mail or by making it available online, Passeridae will not be held responsible for any loss or corruption of or delay to the work caused by such digital delivery.

7 LIMITATION OF LIABILITY

7.1 Passeridae's liability in respect of lost or damaged drives shall be limited to the replacement cost of the drive and Passeridae shall not be liable for the cost of retaking or re-shooting the material contained on such drives. It shall be

for the Client to insure against such loss or damage.

7.2 Passeridae's liability in respect of faulty hire equipment shall be limited to the adjustment, repair or replacement of such equipment and/or the refund of the applicable hire charges in accordance with clauses 11.21 to 11.23 and, for the avoidance of doubt, Passeridae shall not be liable for the cost of retaking or reshooting any material which is not captured or is lost, or for any other costs or losses incurred by the Client, as a result of the equipment being faulty.

7.3 Subject to the provisions of this clause 7, Passeridae's maximum aggregate liability under or in connection with any order shall not exceed the total sums payable by the Client to Passeridae in connection with the relevant order.

7.4 Subject to clause 7.5, Passeridae shall not be liable for any loss of income or profits, loss of contracts or for any indirect or consequential loss or damage of any kind howsoever arising.

7.5 Nothing in these Terms of Business shall exclude or in any way limit Passeridae's liability for fraud, or for death or personal injury caused by its negligence, or any other liability to the extent that the same may not be excluded or limited as a matter of law.

7.6 Nothing in this Agreement will affect any consumer's statutory rights.

8 FORCE MAJEURE

8.1 Passeridae shall not be liable for any delay in performing or failure to perform its obligations hereunder to the extent that such delay or failure results from any cause or circumstance beyond its reasonable control, including without limitation any inability of Passeridae to secure labour, materials, supplies or transport, scarcity of fuel, power or components, breakdown of machinery, fire, storm, flood, acts of God, internet failure, war, civil disturbance, strikes, lockouts or industrial action (each an "event of force majeure"). If any event of force majeure occurs, the date(s) for performance of Passeridae's affected obligation(s) shall be postponed for as long as is made necessary by the event of force majeure. If any event of force majeure continues for a period of or exceeding 60 days, the Client may cancel the affected order (or the affected part(s) of it) by written notice to Passeridae.

9 GENERAL

9.1 Time shall not be of the essence with respect to the performance of any of Passeridae's obligations hereunder.

9.2 The Client may not assign, sub-license or sub-contract any of its rights or obligations under these Terms of Business without the prior written consent of Passeridae.

9.3 No person shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms of Business.

9.4 These Terms of Business constitute the entire agreement and understanding between the parties with respect to their subject matter and supersede any prior agreement, understanding or arrangement between the parties, whether oral or in writing, with respect to the same. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in communications between the parties except as set out in these Terms of Business. Neither party shall have any remedy in respect of any untrue statement made to it upon which it has relied (unless such untrue statement was made fraudulently) and that party's only remedies shall be for breach of contract as provided in these Terms of Business.

10 INTERNET BASED SERVICES

10.1 The uptime and accessibility of internet based services is not guaranteed. Passeridae will not accept liability for any failure of any internet based services as a result of computer system failure, internet failure, software bugs, computer viruses, software or hardware breakdown, incompatibility of Passeridae's internet based services with any third party software being used by the Client, or for any other reason outside of Passeridae's reasonable control.

10.2 The Client shall be responsible for maintaining the confidentiality of all passwords and/or private URLs for access to internet based services, and Passeridae will not accept any liability for lost or stolen passwords, or for any unauthorised access to the Client's digital data held on any internet based service.

11 TERMS APPLICABLE TO THE HIRE OF EQUIPMENT

The Client's attention is drawn in particular to the cancellation terms applicable to all rental and hire arrangements (see clauses 11.25 to 11.28 below).

Hire Period

11.1 The hire period for equipment shall commence:

11.1.1 upon delivery to or collection by the Client of the equipment; or

11.1.2 where delivery or collection of the equipment is delayed due to any act or omission of the Client or due to Passeridae's representatives being unable to gain access to the delivery address nominated by the Client, on the date on which delivery is first attempted or collection should have taken place, and shall continue for the period agreed between the parties when the Client ordered the equipment, unless terminated sooner by Passeridae in accordance with clause 11.30 below.

11.2 The minimum hire period for equipment shall be one day.

11.3 Hire periods may be extended by agreement between the parties, subject always to the availability of the equipment and the Client's payment (or agreement to pay) all additional hire charges.

11.4 All hire periods and production schedules should include adequate provision for equipment set-up time.

11.5 Hire charges shall be payable for the entirety of the hire period, whether or not the relevant equipment is in use for the whole of such hire period.

Delivery of Equipment

11.6 The Client may collect equipment from Passeridae or have it delivered by Passeridae for an additional delivery charge. 11.7 Where Passeridae has agreed to deliver equipment to the Client, equipment shall be delivered to the delivery address specified by the Client. If Passeridae's representative(s) is/are unable to gain access to the delivery address and/or if delivery is delayed due to any act or omission of the Client, the Client shall be responsible for any additional delivery costs incurred by Passeridae as a result of rearranging delivery and shall pay hire charges as if the delivery of the equipment had not been so delayed.

11.8 Title to all equipment shall remain with Passeridae (or Passeridae's licensors) at all times and, save for the right to use such equipment during the agreed hire period, the Client shall acquire no right, title or interest in or to the same.

11.9 Immediately upon receipt or collection of any equipment, the Client shall inspect and satisfy itself as to its condition. If the Client fails to notify Passeridae, promptly after receipt or collection, of any defect in or problem with the equipment and/or if the Client starts to use the equipment, the Client shall be deemed to have confirmed that the equipment is in a satisfactory condition upon delivery or collection.

Damage Waiver

11.10 Risk in all equipment shall pass to the Client upon delivery to or collection by the Client. The Client shall be responsible, for the duration of the hire period, for the cost of insuring all hired equipment.

11.11 Unless the Client agrees to insure the equipment in accordance with clause 11.15 below, the Client shall be charged, in addition to the hire charges, a "Damage Waiver" fee of 15% of the total applicable hire charges. The following Damage Waiver terms will then apply in the event of damage to or loss of the equipment:

11.12.1 Geographical Limits - Europe, subject to prior declaration of where the equipment is to be taken;

11.12.2 Maximum hire period - two months, longer subject to negotiation;

11.12.3 Excess - first £250 each and every loss, for which the Client shall be responsible;

11.12.4 Exclusions

(a) damage caused by corrosion, excessive heat, dampness or physical mistreatment;

(b) damage occasioned by or resulting from nationalisation, confiscation, requisition, seizure or destruction by the government or any public authority;

(c) property damaged as a result of its undergoing any process including testing, repairing, adjusting, servicing or maintenance operation;

(d) damage arising from:

- riot or civil commotion occurring elsewhere than in the United Kingdom, the Channel Islands or the Isle of Man;
- breakage of flash tubes and/or bulbs;

(e) damage to glass and other fragile or brittle articles unless such damage is caused by fire, theft or as a result of an accident to the vehicle in which the article(s) is/are being transported;

(f) theft from unoccupied vehicles;

(g) damage to property carried on the outside of vehicles unless as a result of overturning or collision;

(h) damage or loss as a result of negligence;

(i) consequential loss of any description.

11.13 The Client acknowledges and accepts the above Damage Waiver terms and agrees that it shall not, for the duration of the hire period, do or omit to do any act or thing which would or may vitiate or invalidate the Damage Waiver terms and/or jeopardise the prospect of a successful claim in respect of any loss of or damage to the equipment.

11.14 Where Passeridae incurs loss, damage or expense as a result of loss of or damage to the equipment during the hire period, and such loss, damage or expense is not recoverable under the Damage Waiver, the Client shall be liable for and shall indemnify Passeridae against such loss, damage or expense. Any loss must be reported to the local police within 24 hours. 11.15 Where the Client has agreed to arrange insurance for the equipment, the Client shall keep the equipment insured against loss or damage throughout the hire period for all risks including theft. Such insurance shall be with a reputable insurance company, shall be for the full replacement value (as new) of the equipment. The Client shall produce to Passeridae on demand a copy of a current insurance policy in respect of the equipment in accordance with this clause 11.15.

11.16 Where the Client has arranged insurance under clause 11.15, the Client shall be liable for and shall indemnify Passeridae against any and all losses, damages or expenses incurred by Passeridae which arise out of or in connection with any loss of or damage to the equipment caused during the hire period (fair wear and tear excepted), including without limitation:

11.16.1 any loss of rental income resulting from such loss or damage, up to maximum of 13 weeks' hire charges; and

11.16.2 the lesser of (1) the full replacement cost of the equipment and (2) the cost of reinstating the equipment to satisfactory and operational condition.

11.17 Within 24 hours of becoming aware of any occurrence which will or may give rise to a Damage Waiver claim, or a claim under the Client's insurance, in relation to the equipment, the Client shall give written notice to Passeridae of

such occurrence.

11.18 Passeridae reserves the right to terminate usage of any equipment if Passeridae considers that its employees, agents, contractors or equipment would or may be put at risk if such usage were to continue, for example in adverse weather conditions. In these circumstances, hire charges shall remain payable by the Client in full.

11.19 During the hire period, the Client shall:

11.19.1 keep all hire equipment in its custody and control and shall not sell, loan, assign, pledge, encumber or part with possession of or suffer a lien to be created over the equipment or any part thereof (unless otherwise agreed in writing by Passeridae);

11.19.2 ensure that all equipment is used in a skilful and proper manner by persons having the appropriate qualifications and experience who are familiar with the equipment; and

11.19.3 take proper care of all equipment and ensure that it is properly stored and protected from interference, deterioration and/or damage from any source.

Replacement and Repairs of Hire Equipment

11.20 The Client shall at all reasonable times allow Passeridae and its representatives access to hire equipment in order to inspect, test, adjust, repair, alter or replace the same.

11.21 If at any time during the hire period any hire equipment requires adjustment, repair or replacement then:

11.21.1 the Client shall not permit any third party to, adjust, repair, alter or replace the equipment but shall forthwith give notice of such requirement to Passeridae; and

11.21.2 Passeridae shall either carry out the necessary adjustment or repair at the Client's premises or, at Passeridae's discretion, shall arrange for the removal of the equipment (or the relevant part(s) thereof) to Passeridae's premises for such purpose.

11.22 If Passeridae removes any hire equipment for adjustment or repair, Passeridae may, at its option:

11.22.1 adjust, repair and redeliver the relevant equipment;

11.22.2 terminate the hire period forthwith in relation to the relevant equipment by giving notice to the Client, in which case Passeridae shall refund to the Client any part of any hire charges paid by the Client in respect of the relevant equipment that relates to the unexpired part of the hire period; or

11.22.3 replace the relevant equipment, in which case the replacement equipment shall be deemed to have been included in the equipment delivered to or collected by the Client at the start of the hire period.

11.23 If Passeridae adjusts, repairs or substitutes the equipment pursuant to clause 11.22.1, Passeridae may at its option vary the hire charges with effect from the date of completion of such adjustments or repairs, or from delivery of such replacement equipment, and may invoice the Client for any additional hire charges payable.

11.24 If any equipment requires adjustment, repair or replacement due to any act or omission of the Client and/or due to any failure of the Client to comply with these Terms of Business, Passeridae shall be entitled to retain any deposit paid by the Client in respect of the equipment and the Client shall be liable for all costs incurred by Passeridae in carrying out such adjustment, repair or replacement (including without limitation the costs of inspecting, loading, unloading, transporting and testing such equipment), to the extent not covered by the amount of the deposit.

Cancellation

11.25 If any order for the hire of equipment is cancelled less than 24 hours prior to the intended start of the hire period, but more than four working hours before such time, the Client shall pay Passeridae 25% of the hire charges for all equipment for the first full day of the hire period.

11.26 If any order for the rental of equipment is cancelled less than four working hours prior to the intended start of the hire period, the Client shall pay Passeridae 100% of the hire charges for all equipment for the first full day of the hire period.

11.27 If any order for the rental of equipment is cancelled after the intended start of the hire period, the Client shall pay Passeridae 100% of the hire charges for all equipment for the first full day of the hire period, together with any delivery costs incurred by Passeridae.

11.28 "working hours" for this purpose are: 9am to 5pm. By way of example, if the hire period is due to start at 9am on a Tuesday and the Client cancels its order at 4pm on the Monday evening, that equates to one working hour's notice of cancellation and the charge specified in clause 11.26 above shall apply.

Termination of Hire Period

11.29 Passeridae may terminate any hire period immediately on notice to the Client in the event of any material breach of these Terms of Business by the Client (including without limitation any failure to pay any hire charges when due) and/or if the Client uses any equipment in any way which is unlawful and/or would cause damage to the equipment and/or would or might bring Passeridae into disrepute.

11.30 Upon termination or expiry of the hire period, the Client shall:

11.30.1 allow Passeridae or its authorised representatives and/or contractors, at a time agreed with Passeridae, to enter onto the premises at which all hire equipment is being used or stored (the "Collection Address") for the purposes of collecting the equipment. If Passeridae's representatives or contractors are unable to gain access to the Collection Address for the purposes of such collection and/or if collection is delayed due to any act or omission of

the Client, the Client shall be responsible for any additional costs incurred by Passeridae as a result and shall pay hire charges until the eventual collection of the equipment; or

11.30.2 immediately at its own expense return all equipment to an address nominated by Passeridae. If the Client fails to return all equipment in accordance with this clause 11.31.2, Passeridae shall be entitled to enter the Collection Address for the purpose of removing such equipment and the Client hereby grants Passeridae an irrevocable licence for Passeridae's representatives and/or contractors to enter the Collection Address for such purpose.

Return of Equipment: Loss / Damage

11.31 The Client shall be responsible for returning all hire equipment at the end of the hire period in the condition in which it was delivered to or collected by the Client (subject to fair wear and tear).

11.32 If any equipment is returned damaged, or if equipment is lost and not returned at the end of the hire period, Passeridae shall be entitled to retain any deposit paid by the Client in respect of the equipment and the Client shall be charged for the repair or replacement of the relevant equipment (to the extent not covered by the amount of the deposit) and for any loss of rental income incurred by Passeridae as a result of such damage or loss, up to a maximum of 13 weeks' hire charges.

12 ADDITIONAL TERMS APPLICABLE TO THE SALE OF CONSUMABLES

12.1 The Client may collect consumables from Passeridae or have them delivered by Passeridae for an additional delivery charge.

12.2 Title to all consumables shall pass to the Client upon receipt by Passeridae of the full price payable for them or, if later, on the date on which the consumables are delivered to or collected by the Client.

12.3 If the Client fails to notify Passeridae, within three days after collection or receipt, of any defect in or problem with consumables and/or if the Client makes any use of them, the Client shall be deemed to have accepted the Consumables as being in a satisfactory condition upon delivery or collection.

12.4 Consumables purchases are not refundable and not returnable unless they are faulty.

Passeridae Ltd is Registered in England and Wales • Company No. 6863987 • Registered Address: 17 Station Road, Hinckley, LE10 1AW