STANDARD TERMS & CONDITIONS

This document contains the standard conditions of business of the company (Motion Remote Ltd) for its supply of goods and services. Customers should note that these conditions exclude or modify the contractual and tortious liability of the supplier company and its employees and in certain circumstances may provide them with a right of indemnity against the customer.

In the Circumstances where the risks have been placed on the customer this is largely because the customer is better placed than the supplier company to insure against loss or damage connected in any way with the equipment or personnel supplied under these Conditions of Business for a number of reasons notably

I The customer will have a greater appreciation than the supplier company of the projects for which the equipment hired or bought or personnel employed are intended to be used and of the potential loss following from any failure or non delivery of the equipment or negligence of personnel supplied by the supplier.

II The Customer will normally have an insurance policy covering a wide range of the risks inherent in the project for which he is using the equipment or in which he is employing the personnel supplied and it would be impractical for the Supplier company to enter into a separate policy of insurance every time it hires a piece of equipment to cover losses arising in a project in which it is not directly involved.

III The Customer by checking and testing the equipment and taking sensible precautions is in a better position than the supplier company to lessen the risk of losses arising out of failure or non delivery of the equipment or negligence of personnel supplied by the supplier company.

IV The supplier company's charges for the hire and sale of equipment and the supply of personnel are not calculated to include an element to cover the insurance risks for which liability is excluded under these conditions of business.

The Company is prepared to discuss variations of these Conditions of Business for particular contracts but any such variation must comply with Clause 2(a) of the Conditions.

1. DEFINITIONS

a In these conditions ("the Conditions") The Company shall be "Motion Remote Ltd", or any of its subsidaries whichever is applicable and "the Customer" shall be the person, body, firm or company hiring the Equipment from the Company:

b. "The Equipment" shall mean any substance, article or product to be supplied by the Company to the Customer by way of hire pursuant to an order;

c. "Consumable Equipment" shall mean any Equipment including but not limited to gelatlne filters, diffusion materials, nets, neutral density and polariser filters, electric

light bulbs, filter gels, fuses and film, which once used cannot be re-used in their originally designed form;

d. "Non-durable Equipment" shall mean any Equipment including but not limited to lens and glass filters, which has a limited life by virtue of its inherent characteristics or by virtue of its acute vulnerability in use notwlthstanding that other items of equipment may be dependant upon its use;

e. "Durable Equipment'' shall mean items of Equipment, Including but not limited to camera bodies lenses and tripods, dollies and cranes but excluding 'Consumable Equipment" and "Non-durable Equipment";

f The Company shall be the arbiter as to whether an item of Equipment falls into the categories of Consumable Equipment, Non-durable Equipment or Durable Equipment

g. "The Contract Terms" shall mean the terms relating to the Equipment (including but not limited to the Conditions) agreed between the Company and the Customer included in the hire form or otherwise expressly agreed in writing between the parties;

h. "The Hire Period" shall commence on the date specified in the hire term, or if none is stated, on the day on which the equipment is made available to the Customer or despatched to him by the Company; and the Hire Period shall end on the date specified in the hire form or if none is stated one day after the return of the Equipment;

i. "The Hire Charge" shall be the charge for the Equipment (excluding Consumable Equipment) and the charge for Consumable Equipment calculated at the rates specified In the Company's current price list, which is held at the Company's offices, and copies of which are available on request.

2. GENERAL

a. The Contract Terms constitute the entire contract ("the Contract between the Company and the Customer for the supply or hire of the Equipment. Any variation or waiver of or addition to the Contract shall be without effect unless expressly agreed to in writing by a Director of the Company:

b. The Company shall not be bound by any conditions relating to the Equipment whether express or implied, of the Customer or any other party in the absence of an acceptance thereof in writing, Signed by a Director of the Company and expressed to be made pursuant to this Condition.

3. PAYMENT

a. The Customer shall pay the Hire Charge for the Equipment (excluding Consumable Equipment) hired by the Customer for the Hire Period and for any further period until such Equipment is returned to the Company or if damaged until the Equipment is repaired or replaced if damaged beyond repair, whichever is the later;

b. The Hire Charge for the Hire Period shall be payable In full at the commencement of the Hire period unless otherwise specified on the Hire Form:

c. Interest is payable on any sums outstanding after the due dates for payment at the rate of 3.5 % above the base rate of Natwest for the time being in force.

4. LEGAL EXPENSES

The Customer shall be responsible for all costs, charges and expenses including reasonable legal fees incurred by the Company (i) in recovering possession of the Equipment (ii) in the collection of any sums which may be due and owing by the Customer to the Company under the Contract or (iii) in the defence of any action brought against the Company in respect of any costs, loss, damages or other expenses caused directly or indirectly by or in connection with the operation of the Equipment to any person while the Equipment is in the possession or under the control of the Customer.

5. TITLE AND RISK

The ownership of any item of Consumable equipment will pass to the Customer when such item is used or damaged, whichever shall first occur. The ownership in all other Equipment shall remain in the Company and will not pass to the Customer. The risk in the Equipment will pass on delivery of the Equipment to the Customer or to carriers for carriage to the Customer, whichever is the earlier and shall remain with the Customer until physical possession of the Equipment is retaken by the Company.

6. DELIVERY

a. Unless Otherwise stated in the hire form delivery of Equipment to the Customer will be made at the premises of the Company;

b. Delivery dates are approximate only and no liability can he accepted for any direct or indirect loss (including but not limited to the Company's negligence). Delay or failure to deliver shall not entitle the Customer to cancel any order.

7. SPECIFICATION

All specifications, performance figures, drawings and particulars of weights and dimensions made available by the Company including but not limited to those in the Contract Terms are approximate only and the descriptions and illustrations contained in the Company’s catalogues, price lists or publicity material are intended only to present a general idea of their subject matter and none of these shall form part of the Contract.

8. ACCEPTANCE

It is the Company's normal practice for the Equipment to be checked and for Non-Durable Equipment to be sealed in plastic bags by the Company before commencement of the Hire Period. The Customer shall inspect the Equipment and test the Equipment

except Consumable Equipment immediately upon delivery. If the Customer having tested the Equipment either uses the Equipment or in any event retains the Equipment from the date of delivery without giving the Company notice of any complaint in respect thereof the Customer shall be deemed to have accepted the Equipment and waived any claims in respect of it and shall not be entitled to reject it. If he gives the Company notice of any complalnt as aforesaid he shall not be entitled to reject the Equipment until receipt of such notice during which time the Customer shall have given the Company the opportunity to remedy any alleged defect, The acceptance of the equipment to your care will constitute your agreement to our terms and conditions of business, these are available upon request and are printed in note form in our brochure, They are not negotiable under any circumstances.

9. LIABILITY

The Company leases or supplies the Equipment (as the case may be) In the state it is in at the date of delivery and all express or implied terms conditions representations or warranties collateral or otherwise (whether statutory or otherwise and whether as to description quality fitness or otherwise save that the equipment is in working order and whether implied by any custom of the trade, practice or course of dealing or otherwise) are hereby expressly excluded to the extent they may lawfully be excluded. Provided that any such exclusion shall be without predjudice to the statutory rights of a consumer.

10. DAMAGES

Save for liability for personal injury or death the Company shall in no circumstances be liable for indirect or consequential loss or damage of any kind whatsoever arising out of any breach of the Contract notwithstanding that such loss or damage was due to the Company's negligence. Any liability of the Company under the Contract or in the performance of the Contract shall be limited to the Hire Charge.

11. DISPOSAL

The Customer will not sell or offer for sale, loan, assign, pledge, mortgage, encumber, part with possession of or suffer any lien to be created over the Equipment (excluding Consumable Equipment) or by any other act or omission, jeopardise the Company's rights or interest in such Equipment.

12. POSSESSION OF EQUIPMENT

a. The Customer will ensure that the Equipment remains at all times during the hire period in its custody and is handled and used in a proper and skilful manner only by persons with appropriate qualifications who are familiar with the type of equipment in question and in accordance with any operating instructions issued by the manufacturer or vendor of the Equipment by the Company:

b. The Customer shall at all times keep the Equipment in good and substantial repair condition and properly serviced and maintained (reasonable wear and tear excepted) and shall bear the expense of replacing all worn and damaged parts thereof. The

Customer shall protect the Equipment from the elements and from loss or damage by the acts or ommisions, criminal or otherwise, of third parties;

c. The Customer shall be solely responsible for and shall indemnify the Company in respect of all loss which the Company may suffer as a result of any cancellation or variation of any order for the supply of equipment materials or services or failure to return any hired equipment to the Company's premises at the termination of the agreed time period in good condition fair wear and tear excepted. "Wear end Tear" shall not include damage to optical surfaces or damage to the Equipment (insofar as the Company shall not be reimbursed by the proceeds of any insurance in respect thereof) however caused occurring at any time or times before physical possession or the Equipment is retaken by the Company reasonable wear and tear onlyexcepted.

13. LICENCES

The Customer shall obtain effect and keep effective all permissions licences and permits which may from time to time be required in connection with the business of the Customer and the use of the Equipment therin, and the premises where they are situated and shall comply with all statutory and other obligations of all kinds in relation to the Equipment and the user thereof.

14. DESTRUCTION OF EQUIPMENT

If the Equipment (excluding the Consumable Equipment) shall be lost stolen destroyed or damaged so as to be incapable of economic repair in the opinion of any insurers of such Equipment any money payable under any policy of insurance shall be applied in replacing such Equipment and if such money is insufficient the Customer shall be responsible for paying the balance.

15. INSURANCE

a. From the date of delivery of the Equipment to the Customer until physical possession of it is retaken by the Company the Customer shall keep the Equipment (excluding the Consumable Equipment) insured for its replacement value against loss or damage and against all other risks required by the Company which in the opinion of the Company it would be good commercial practice to insure such Equipment against;

b. The Customer shall effect the insurance with first class reputable British Insurers to be approved by the Company and shall cause the interest of the Company to be noted in every such policy of insurance and shall supply the Company with such details as the Company shall require from time to time. In default of the above, the Company may effect such insurance in respect of such Equipment with such insurers as it thinks fit and the Customer shall on demand forthwith repay to the Company such sums as may have been expended by the Company in effecting and maintaining any such policy together with interest at the rate of 3.5 % per annum above the base rate of Natwest calculated on a daily basis. Marine policy packing clauses are not acceptable to the Company and should be excluded from your own policy.

16. ACCESS TO EQUIPMENT

The Customer shall permit the Company or its authorised representatives at all reasonable times to inspect the Equipment and for that purpose to enter upon any premises in which the Equipment may be situated and shall grant reasonable facilities for such inspection.

17. RESTRICT ON USE

Except with the prior written consent of the Company the Customer will not use the Equipment in any abnormal or hazardous manner or location, or take the Equipment out of Great Britain or take the Equipment off the ground in an aircraft other than on a regular scheduled flight by an established airline or on a boat, ship or hovercraft other than on a regular sailing by an established shipping company.

18. INDEMNITY

Subject to Condition 24 the Customer agrees to indemnify and keep the Company indemnified against any claims made or proceedings brought against the Company in respect of any injury or damage occurring as a result or the use or presence of the Equipment or the condition thereof at any time from the date of delivery of the Equipment to the Customer until physical possession of the Equipment is retaken by the Company.

19. NAMEPLATES

The Company shall affix or cause to be affixed to the Equipment plates, tags or markings indicating that the Equipment is the property of the Company and the customer shall ensure that such plates tags or markings are conspicuous and are not obliterated defaced or covered up.

20. RETURN OF G00DS

The Customer shall on the termination of the Contract however occurring or at the end of the Hire Period which ever shall first occur, return the Equipment in good working order and condition (reasonable wear and tear only excepted) at its own risk and cost to such address in the United Kingdom as the Company may direct in writing, or, failing which, to the Companys premises,

21. TERMINATION

a. If the Customer shall fail to pay any Instalment of the Hire Charge or any other sum or sums to be paid by him under the Contract within 14 days after the due date for payment thereof or shall fail to remedy a late payment of same within 7 days of being notified in writing of such breach by the Company the Contract shall automatically terminate and all instalments payable under the Contract shall become due and payable immediately;

b. If the Customer shall fail to observe and perform any of the Contract Terms and shall fail to remedy the same within 14 days of being notified in writing of the breach by the Company or if any other contract between the Company and the Customer shall become

terminable prematurely because of default of the Customer or if the Customer (being an individual) shall commit an act of bankruptcy or (being a Company) shall call any meeting of its creditors or enter into any liquidation, (otherwise than for the purposes of amalgamation or reconstruction or a scheme of administration or have a Receiver of its assets or part of its assets appointed or make any arrangement with its creditors or any assignment or the benefit of its creditors or if distressor execution shall be levied or threatened upon any of the Customers property or any judgement against the Customer shall remain unsatisfied for more than 14 days or if he suffers any act or thing whereby the Company's rights in the Equipment may be prejudiced or put in jeopardy, the Company may by notice in writing to the Customer terminate the Contract forthwith.

22. EXTENSION OF PROTECTION TO EMPLOYEES AND AGENTS AND POSITION OF EMPLOYEES SUPPLIED

a. The Customer acknowledges and agrees that the Conditions shall extend to protect and indemnify the employees and agents of the Company and shall be enforceable by the Company for itself and as trustees or agents for such employees and agents

b. Where the Company at the request of the Customer supplies a technician or other person to the Customer such technician or other person shall for the purpose of any liabilitles to third parties or loss or damage sustained by the Customer or by the Company or by any such technician or other person be deemed to be the servant of the Customer and the said services shall he deemed to be received by the Customer and the Company shall not be liable for loss or damage of any kind howsoever caused

23. SCREEN CREDITS

When the Company supplies equipment and services for use on a production on which technical credits such as those relating to camera hire, lenses or grip services are given the Company shall permit and the Customer shall procure for the Company a screen credit. Such screen credit shall be included in all negative and positive prints or video tape on the card or roller usually devoted to such credits and shall be worded in accordance with the provisions or the "Schedule of Credits" set out in the Appendix to these Conditions.

24. FORCE MAJEURE

The Company shall not be liable for any loss or damage or injury of any kind, whether direct or indirect, or consequential or otherwise resulting from any circumstances whatsoever beyond the control of the Company including (but without prejudice to the generality of the foregoing) war, riots, Civil commotion, strikes, lock-outs, fire, flood, explosions, requisitions and acts of God.

25. WAIVER AND ASSlGNMENT

a. No neglect delay or indulgence on the part or the Company in enforcing the terms and conditions of the Contract shall prejudice the strict rights of the Company

b. The Contract is personal to the Customer who may not assign it. Save for customers who have reciprocal agreements with the Company to sub-let Equipment the Customer shall not sub-let the Equipment;

c. No claim or counter-claim against the Company shall entitle the Customer to withhold from the Company any money due to it under the Contract.

26. LIABILlTY

Nothing in these conditions shall seek to modify the Company's liability under Section 12 of the Sale of Goods Act 1979 or Section 8 of the Supply of Goods (Implied Terms) Act 1973 and these Conditions shall effect subject to those sections and Section 2 of Unfair Contract Terms Act 1977.

27. NOTICE

Any demand notice or other communication required to be given under the Contract in writing shall be sufficiently served if sent by pre-paid first class post or cable or fax or delivered by hand to the registered office or other the last known address of the party to be served therewith and if sent by post or fax shall be deemed to have been received by the addressee 48 and 24 hours respectively after the time of posting sending of the cable or fax.

28. LAW

The Contract shall in all respects be governed and interpreted in accordance with the laws of England and Wales to the jurisdiction of the Courts of which the parties agree to submit.

Notes

These notes do not constitute part of our Standard Conditions of Business ("the Conditions") but are intended to point out certain aspects of the Conditions of which we think you should be especially aware before the start of the Hire Period

1. Copies of the Conditions are available on request,

2. Please check carefully on delivery of the Equipment that any Equipment supplied by us is in perfect condition and complete. We refer you to Condltion 7 and Condition 8.

3. You are reminded that you are under an obligation to insure the Equipment against loss or damage and the risks set out in Condition 14 for its full replacement. If you arrange your own insurance, cover should be at replacement value and details of this are available on request. You should ensure that your insurance is not invalidated by overseas, abnormal or hazardous use or use involving non-scheduled flights. You are also advised to insure every aspect of your project in which you use our Equipment against every risk including delay. We should be named in any insurance policies and it we require it you must notify us of any and all such insurances which you take out in respect of the Equipment during the Hire Period.

4. If you do not notify us that you have taken out insurance we may arrange insurance cover with our own insurers and are entitled to charge you for this pursuant to Condition 14.

5. You are advised to send a copy of these Conditions to your insurers.

Schedule of Credits

Where under the terms of the Conditions of Business of Motion Remote Ltd or those of any subsidiary company a screen credit is required to be given by the Customer in respect or equipment or services supplied by one or more of the Group Companies the following provisions shall apply -

1. The screen credit shall be included by the Producer in any negative or positive prints of the film or video tape on the card or roller usually devoted to such credits.

2. The wording of the screen credits shall be appropriate to the equipment or services supplied to the Customer.