

# GENERAL TERMS AND CONDITIONS FOR RENTALS AND/OR PROVISION OF SERVICES – MOOVIE S.R.L.

## 1. Introduction

1.1. These General Terms and Conditions (the “**General Terms and Conditions**”) regulate the leasing concession of means, equipment, machines and/or movable property (“**Materials**”) generally employed by Moovie S.r.l (VAT number and Milan company register registration number 08533450964), with registered office in Milan, at 41, corso San Gottardo (“**Moovie**”) and/or the provision of Services (as defined below) by it, in favour of one of its professional clients (“**Client**”).

1.2. By signing this document the Client declares that he expressly accepts the General Terms and Conditions, renouncing from now on to apply any General terms and conditions attached or inserted by the Client to any document submitted, even in the future, to Moovie.

1.3. The Client confirms and declares that they chose Materials and Services under their own exclusive responsibility.

1.4. Without prejudice to what is provided for in point 1.2, every change or exemption from the General Terms and Conditions will be valid only if written and signed by both Moovie and the Client.

1.5. The General Terms and Conditions and the relative Order Confirmation, as defined below, constitute the whole agreement between the contracting parties and substitute all previous negotiation, declarations, or agreements, both written and verbal, relative to the Contract, as defined below.

1.6. In case of dispute or disagreement between these General Terms and Conditions and the terms agreed upon between the Parties, one is to refer to the following contractual documents, according to the order of prevalence indicated below:

1. Transport or Shipping Document - Invoice;
2. Order Confirmation sent by Moovies, potentially showing specific conditions agreed upon by the Parties as an exception to the General Terms and Conditions;
3. The General Terms and Conditions;
4. The Client's Order.

## 2. Orders and Completion of the Contract

2.1 Moovie will submit a non-binding Quote (“**Quote**”) to the Client for the Materials and/or the Services the Client is interested in and chooses.

2.2 Every Client's Order will have to be written, also by regular e-mail, and will have to include, by a way of example but not limited to: the names of Materials and/or Services requested, the Delivery Date (“**Delivery Date**”) and period of rental of the Materials, the date and/or period before which the Services need to be provided, the amount due to Moovie as per the Quote and the exemption clauses from the General Terms and Conditions, if any. Upon receiving the Order, Moovie reserves the faculty to accept it or not, in full or in part, as per provided for in point 2.3. It remains understood that any indication of an amount different from what written on the Quote will be automatically substituted by the amount written on the Quote.

2.3 Every Client's Order (“**Order**”) received by Moovie will not make for a binding Contract (“**Contract**”) as long as: (i) it is not formally accepted in writing by a Moovie representative, invested of the appropriate authority, by sending a written confirmation to the Client (“**Order Confirmation**”, or “**OC**”), within 15 (fifteen) days after the reception of the Order, within the limits indicated on the Order Confirmation, that is to say that (ii) it will not be actually carried out, in full or in part, by delivering the Materials and/or providing the Service to the Client, within the limits of what is carried out.

2.4 The Contract and the parties' contractual obligations are stipulated by the contractual documents listed in point 1.6.

2.5 All Quotes, catalogues, pamphlets, and presentations available on Moovie's Website, as well as any other post by Moovie, do not represent offers nor do they bind Moovie in any way. Such informative material is, by the way, subject to changes without notice and does not bind Moovie in any way.

## 3. Delivery of rented Material

3.1 The Material is delivered on the Delivery Date in proper state of functioning, with the necessary declarations of conformity, approval certificates, user manuals and documentation. Accessories and/or consumables, such as paper, ink, tape, batteries, servicing of electrical power supply devices which were not given alongside the equipment, are excluded from the rental.

3.2 The Materials are given to the Client at Moovie's office, along with the proper Transportation Document (“**TD**”), a copy of which, signed by the Client or the person in charge of the pickup, must be given back to Moovie on the spot.

3.3 Material transportation is always under the responsibility of the Client and at their own risk unless the Contract contemplates transporting service to a delivery location different from Moovie's offices.

3.4 The Client must proceed, on their own responsibility and at their own expense, upon delivery of the Materials, to check and test said Materials, checking their proper functioning and the absence of any flaw, defect, malfunctioning, or lack of documentation; if they do not, they will not be able to submit any further claim of flaw or malfunctioning of the Materials.

3.5 If the Client accepts the delivery without listing defects and/or malfunctioning of the Materials on the TD, they will be fully, unconditionally, accepting said Materials.

## 4. Right of withdrawal - Changes

4.1 The Client has the right to ask for changes regarding the decrease of the number of Materials and/or Services and/or withdraw from the Contract, by proper written communication, to be sent, under penalty of forfeiture, within 24 hours before the time fixed for the delivery of the Materials.

4.2 Every change regarding the increase of the number of Materials and/or Services will have to be submitted by proper written communication and, if accepted by Moovie, will result in an increase of the amount due, which will have to be agreed upon in written form by the Parties.

## 5. Returning rented Materials

5.1 The Client must, at their own expense, return the rented Materials to Moovie's office at the end of the period of rental, without needing any express request or intimation by Moovie.

5.2 The Materials will have to be returned in full - partial returns will not be accepted -, whole, fully functioning, properly stored and in its original packaging, with every accessory, variant or setup listed on the Invoice and/or on the TD or on the accompanying invoice, in the same condition, including of functioning, it was delivered in. Notably, the Client must erase all data, including personal and sensible ones, videos and photos that are on the Materials and/or on their digital cards (“**Data**”), before returning them. In this regard, from now on, the Client agrees to relieve Moovie from all types of prejudicial consequences should occur following the failed cancellation of Data by the Client and their circulation. Moovie will not be responsible in that sense toward the Client.

5.3 Materials must be returned before 6pm of the last day of the charged period,

that is, at the latest without additional charges, before 10am of the next working day. For every additional day or fraction of day, the Client must pay a compensation to Moovie, for the total daily amount as per Contract, except the greater damage repairation fee.

5.4 Any potential addition and/or improvement applied by the client to the Materials which can't be separated without damaging the good will belong to Moovie without obligation of compensation or remuneration in favour of the Client, except Moovie's faculty of requesting the restoration of said Materials.

## 6. Check of returned Materials

6.1 The Client, or the person they appoint to return the Materials, must witness the checking of the returned Materials.

6.2 If the Client returns the Materials by carrier, the Materials is intended to be returned “subject to verification”, which Moovie can carry out in the next 7 (seven) days.

## 7. Payment – Methods and Terms

7.1 VAT is not included in the prices shown on the contractual documentation.

7.2 Regarding Services, prices for the carrying out of the activity will be shown on daily basis: eventual requested and provided additional hours, exceeding daily limit, will be added.

7.3 Terms of payment are listed on the Quote. If they are not, Invoices will have to be paid by direct remittance, on the date of the Invoice.

7.4 In case of failure or delay in paying, including part of the amount owed, the Client is automatically placed in arrears, without the needs for an intimation of payment, and will have to pay, in addition to the increased and payable capital amount, the interest on arrears on said amount, at the rate as per art.5 of Decree Law no.231/2002, as well as a fee by a way of debt collection expense refund, as per art.6 of Decree Law no.231/2002, except greater damage.

7.5 The Client will neither be able to claim any exception to suspend or delay their due provisions, nor to compensate any amount owed to them by Moovie.

## 8. Use, care, and safekeeping of Materials

8.1 The Clients has the responsibility of taking care and keeping the Materials safe, most attentively, starting from the moment they receive it, throughout the whole duration of the Contract, and, in any case, up until the Materials are returned to Moovie.

8.2 The Client must use the Materials carefully and skilfully, respecting instructions and methods of use, and, in particular, commits not to open, disassemble, or tamper with them, in any way, to execute interventions of any kind, even when caused by failures or malfunctioning imputable to whomever.

8.3 The Clients commits as well not to remove, erase, or modify in any way the marks applied to the equipment.

8.4 If restoration interventions are necessary, the Client must make an express request of intervention to Moovie, which will have the faculty of accepting the request, charging an intervention fee to the Client in any case.

8.5 If the Client should need settings on the equipment different from standard, they can write a request to Moovie, which will have the faculty to accept the request, charging a service fee to the Client in any case.

8.6 The Client guarantees that the use they make of the Materials and the Materials themselves comply with the law and do not prejudice third parties' rights, also with regard to the safeguard of intellectual property (patents, licenses, etc.) and exonerates Moovie from every responsibility, committing to indemnify it from any request by third parties.

## 9. Guarantees and limitations of Moovie's Responsibility regarding the rental

9.1 All failures and damage to the Materials not ascribable to the Client and linked to the regular use of the rented Materials will have to be reported, under penalty of forfeiture, within 1 (one) day after the event. Following a rapid and timely report, the Materials will be repaired, in a reasonable amount of time, by either Moovie or the producers of the Material itself: the Client will not have any right of compensation for the failed enjoyment of the leased goods. Moovie reserves the faculty of temporarily replacing the damaged Material with a similar one, for the time necessary for the repairment.

9.2 The Client also recognises and accepts that the amount paid for the rental isn't in any way related to the value or to the realisation of works that are produced and/or can be produced with rented Materials; therefore, Moovie stands exonerated from each and any contractual and/or extracontractual responsibility for direct and/or indirect damages (referring to both actual loss and loss of profits) suffered by the Client and/or third parties due to malfunctioning and/or defects - also hidden ones - of the Materials (including but not limited to: damages due to interruption of activity, loss of data, delay in works delivery, etc.), except in the case of events ascribable to Moovie or to its associates for deliberate intention or gross negligence.

9.3 The Client acknowledges that all rechargeable batteries are delivered fully charged. Therefore, Moovie declines each and any responsibility for loss of charge due to travels (static electricity), prolonged periods of stall or strong temperature; the Client is, therefore, liable to check the charge before use.

9.4 Moovie's responsibility is also expressly excluded in case of repairments made necessary: (i) by the improper use of Materials; (ii) by the malfunctioning of electric protection devices, among them earth sockets, and protection devices against atmospheric overvoltage; (iii) by the lack of conformity of electric systems to current regulations; (iv) by the employment of materials not complying to the equipment user manuals.

9.5 The Client is the sole responsible, for the whole duration of the Rental, for all damages to people, animals and things deriving from the safekeeping and/or enjoyment and use of the Materials, also when deriving from the faults, defects, and malfunctioning of security systems.

9.6 The Client exonerates Moovie from any responsibility consequent to the use of the Materials and commits to indemnify it by requests and claims by third parties, for any damaging consequences or in any case prejudicial that might verify during the rental period, whatever the cause of such events is, and taking, therefore, the relative risks.

## 10. Responsibility and further obligations of the Client related to the rental

10.1 The Client is responsible toward Moovie in case of loss, deterioration, theft, burning of the Materials or of any other damage caused by themselves or by third parties to the Materials during the rental period and, in any case, until it is returned.

10.2 In such cases, the Client is also liable to inform Moovie immediately and, save other written instruction by Moovie, to submit denunciation to the public security authority competent in the place of the accident, specifying the necessary data to identify the accidented property and, specifically, the serial number and the identification number of the good. A copy of the denunciation will have to be transmitted to Moovie, through a registered letter, preceded by an e-mail and/or a CEM, withing first 24 (twenty-four) after the accident.

10.3 The Client commits to compensating and indemnifying Moovie for any loss, full or partial, and for any cause, of the Materials, and for any damage caused to the Materials or to their components, ascribable to the Client. In particular, unless there is a different agreement formalised in writing between the Parties, the Client has the obligation of compensating, immediately and in full, the Materials repairment expenses, that is, its full cost in case of irreparable damage or of complete loss, for an amount equal to the replacement value, plus Rental cost up until the date of the actual replacement of the Materials.

10.4 Without prejudice to the above, in case the Materials are covered by insurance, in part or in full, referred to in the following art.11, the replacement of goods will be agreed upon by Moovie with the Insurance Company if the insurance is deemed operative. Only if the claim is settled, and only if the Client has already paid to Moovie the compensation as per point 10.3, will Moovie have to refund the Client the amount received from the Insurance Company, net of deductible.

#### 11. Materials Insurance

11.1 Without prejudice to point 10, the Client declares he is informed and aware that, with regard to the Materials, only equipment with a higher value than €1500.00 (a thousand and five hundred/00) and bearing serial number on them are insured with an insurance contracted between Moovie and a primary insurance company; such insurance covers said goods in case of theft or accidental damage, according to the general terms and conditions of the insurance, which the Client declares to know and accept.

#### 12. Services

12.1 Moovie commits to providing, directly or by appointing third-party professionals, the Client the Services ("Services") listed on the contractual documentation mentioned in point 1.6 which will have to be properly provided, according to the terms and conditions as per the Contract and to the relevant provisions of the law.

12.2 Regarding the Services to be provided for by Moovie in locations different from its registered office, the Client declares and guarantees that said Services and the relative goods utilised are compliant with law provisions regarding workplace safety and accident prevention, as per Law Decree no.81/2008.

12.3 The Client will promptly provide Moovie all information available to them that may be deemed useful for the carrying out of the Services.

12.4 If they want to dispute the Service rendered, Clients have 5 (five) days after their execution, under penalty of forfeiture.

12.5 If the dispute is valid and well-founded, the sole compensation owed by Moovie is the restoring of the same Service, provided by Moovie for free.

12.6 With regard to Services, the same responsibility limitations as per art.9 apply.

#### 13. Release and changes to the General Terms and Conditions and to the Contract.

13.1 Any change to these General Terms and Conditions must result from a written and signed agreement between both Parties.

13.2 It remains understood that the Client cannot release these General Terms and Conditions and any related Contract, in full or in part, not even for free, without previous written consent by Moovie.

#### 14. Right to inspect and check the Materials

14.1 Moovie reserves the right to inspect rented Materials, at any given moment, including by appointing trusted people to do so.

14.2 To this end, the Client commits to communicating the location of the Materials to Moovie and to allow its appointed trusted people full access to the spaces where they are stored or used, to carry out maintenance status inspections to check their conditions and the use being made of them according to their regular purpose or in any case to these Contractual General Terms and Conditions.

#### 15. Force Majeure

15.1 'Reasons of force majeure' are facts and events of an extraordinary character, unforeseen and unforeseeable and in any case beyond Moovie's control, which happen not due to behaviour or omissions ascribable to Moovie and which are such as to prevent the contractual obligations from being carried out.

15.2 In particular, it remains understood that damages and/or malfunctioning of any kind of the Materials, due to natural causes such as, including but not limited to: floods, inundations, storm-caused lighting strikes, fires, and others natural calamities, will not entail any free repairment/substitution obligation for Moovie, nor will they relieve the Client of any obligation, including but not limited to the

payment of the Rental.

#### 16. Contract termination

Moovie reserves the faculty of rightfully terminating any finished Contract with the Client, as per art.1456 of the Civil Code, simply by sending a registered letter with return receipt or a certified email declaring its intention to avail of this clause, in the following cases:

- - if the Client at the time of the stipulation, has given false data or omitted information relevant for risk evaluation and/or for the opportunity of entering any Contract or such as to complicate and/or prejudice the regular execution of the business relationship;
- - if the Client undergoes executive procedures or turns out to be dishonoured, that is, if the Client is put into voluntary liquidation;
- - delayed or failed payment, including in part, of the amount due, even if only for a Contract;
- - violation of the prohibition of tampering with the Materials;
- - improper use of the Materials;
- - violation of the obligations in case of theft of or damage to the Materials;
- - unauthorised termination of the Contract;

In case of termination of the Rental the Client shall:

- - promptly return the Materials covered by the Contract;
- - pay to Moovie the amount accrued up to the date of the completed termination of the Contract, as well as the full amount of the remaining due amount as a penalty.

#### 17. Privacy

17.1 Parties reciprocally acknowledge that the personal Data collected in order to close this Contract, and therein contained, will be processed according to the provisions of the Guidelines (EU) no.2016/679. By signing this Contract they also confirm that they read their mutual privacy disclaimers, provided pursuant to current regulations.

#### 18. Exclusive place of jurisdiction

18.1 For all and every dispute between the Parties arising from any Contract, the Court of Milan will be the exclusive place of jurisdiction.

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Read, understood, agreed, and signed in Milan, on

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[Client signature and stamp]

Pursuant to art.1341 and art.1342 of the Civil Code the Clients, having read the regulations included in these General Terms and Conditions, especially those provided for in the following articles, confirm their expressed agreement: 2.2 Price change; 3 Materials Delivery; 5.2 Data indemnification; 7.5 "Solve et Repete" clause; 9 Moovie's Guarantees and Responsibility limitations related to Rentals; 12.4 Dispute expiry; 12.6 Responsibility limitations; Exclusive place of jurisdiction.

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[Client signature and stamp]