

General Terms and Conditions

Services

By signing the order the client explicitly accepts the General Terms and Conditions of HD-Skycam GmbH as they are listed. Counter acknowledgments of the client with reference to these General Terms and Conditions are contradicted. These General Terms and Conditions apply even when HD-Skycam performs its services without reservation in full knowledge of the existence of the terms and conditions of the other party.

1. a) Contractual obligations of HD-Skycam GmbH
HD-Skycam leases the services listed in the quote/offer. This applies to the camera system described in the offer, as well as a camera operator who operates the aforementioned camera system. HD-Skycam cannot be held responsible for any material, which is provided by the client.
- b) Contractual obligations of the client
HD-Skycam delivers any recorded material, which was produced at the end of a production day to the client or the respective representative. The client is required to inspect the material immediately and report any detected shortcomings to HD-Skycam in written form, in any case, before the beginning of the next production day. If the client fails to inspect the recorded material before the beginning of the next production day, the material is considered to be in accordance with the contract; any later reports of shortcomings can be rejected by HD-Skycam.
- c) Compensation
The compensation is determined by the prices listed in the quote. Our prices are net prices. The respective federal tax will be added. Standard working hours are 10 hours/day. Any extra hours are calculated at a 25% surcharge on the daily rate. The client covers all accommodation costs (standard single room including standard bathroom), business expenses (per diem), and, if necessary, car hire/taxi fares. HD-Skycam cannot be held responsible for the condition of the helicopter. Cancellation insurance is recommended. Any cancellations due to weather or similar circumstances beginning with the first day of travel will be charged at 100% for personnel and 50% for the technical equipment. The offer is preliminary, depends on availability of the equipment and is not binding. After procurement, any date changes are free of charge if announced more than 12 hours prior to arrival. Federal value added tax (Sales Tax) will be added to the price if applicable; otherwise prices are subject to VAT reverse charge mechanism.

2. Liability of defects

Federal terms of tenancy apply to any kind of defects of the camera equipment as long as clause 2.2 and the following clause 3 indicates the same.

HD-Skycam cannot be held liable for initial defects of the rented objects in accordance with § 536a.1 section 1 first issue BGB „for any deficiencies existing at the time of signing of the contract“ if not caused by HD Skycam and product liability is then consequently ruled out.

HD-Skycam is responsible for the careful selection of the camera operator and his/her punctual availability. HD-Skycam cannot be held liable for operational mistakes/errors of

the operator during the operation of the camera. The camera operator does not function as HD-Skycam's vicarious agent within the meaning of Art. 278 BGB.

3. Liability for compensation due to negligence

HD-Skycam's liability is limited irrespective of any cause of law whatsoever, especially due to inability, delay, inadequate or faulty performance, breach of contract, breach of duties during contract negotiations and tortious acts, insofar as it is at fault in all cases, shall be restricted in accordance with the conditions mentioned in clause 3.

HD-Skycam is not liable for simple negligence of their institutions, legal representatives, employees or any other vicarious agents, inasmuch as it does not concern a breach of duties, which are significant for the agreement. Essential contractual obligations include fundamentally defect-free provision of the camera system and a professionally trained operator, as well as advisory, protective, and custodial duties, which guarantee the contractual use of the camera system or the protection of life and limb of the personnel of the client or the protection of the property against significant damages.

Insofar as HD-Skycam is liable for damages on the ground of and in accordance with clause 3.2, this liability is limited to damages which HD-Skycam has foreseen when signing the contract as a possible consequence of a contractual infringement or which, under consideration of the circumstances, were or should have been known by HD-Skycam or which, by applying due care and attention, should have been foreseen.

Secondary damages and subsequent damages which are the result of deficiencies of the camera system, are additionally reimbursable only insofar as these damages are to be typically expected in the specified normal use of the delivery item.

In the case of liability in respect of ordinary negligence, the obligation on the part of HD-Skycam is limited to property damages and damages which result from a loss or interruption of business to the price of technology listed in the quote, even in a case when essential contractual obligations have been infringed.

The aforementioned exclusions of liability and limitations of liability also apply in the same scope to attorneys, other institutions, executives, non-executive employees, and miscellaneous assistants of HD-Skycam GmbH.

The restrictions of clause 3 do not apply to HD-Skycam's liability on account of deliberate actions, for guaranteed characteristics, on account of injury to life, limb, or health, or according to the product liability law.

4. Trademark rights of third parties

The contractual partner shall commit himself to exempt HD-Skycam GmbH from all possible claims of third parties relying on illegal acts of film production and/or subsequent use of the film- and/or data material, especially violation of personal rights or alleged infringement of

industrial or intellectual property rights or copyrights. The contractual party agrees to compensate HD-Skycam GmbH for their costs for legal defense and the protection of rights.

5. Transfer or rights

The work of art remains the property of HD-Skycam GmbH until paid in full (title retention). The use of the work of art produced by HD-Skycam GmbH is prohibited until paid in full. If, nevertheless, the customer still uses this work of art, HD-Skycam GmbH is hereby automatically assigned to all claims up to the amount, which the customer owes; the seller shall accept the assignment.

6. Termination of cooperation

This contract may be terminated by the client at any time. The deadline for the charge of a deficiency compensation fee shall be as follows: In the event of a cancellation of a one-day booking no costs will arise, if cancelled up to 48 hours prior to the beginning of the production, whereas 50% of the agreed compensation will be charged up to 24 hours prior to the beginning of the production. The full compensation will be charged thereafter. For productions over several days, even if those days are non-consecutive days, the cancellation deadline will be extended corresponding to the duration of the production, i.e. a two-day production can be cancelled at no cost if it is cancelled 4 days prior to the beginning of the production. Hence, a charge of 50% of the agreed compensation is due up to 48% prior, thereafter 100% of the agreed compensation.

Any incurred costs and already performed services or costs from requested services which have not been rendered due to a cancellation shall be reimbursed according to the invoice. Weekends and federal holidays will not be taken into account in the calculation of the cancellation deadlines. (For example, the cancellation of a production which begins on a Monday can only be cancelled free of charge on the previous Wednesday). A special provision has to be agreed upon at the signing of the contract for productions longer than 10 days, in order to ensure that the service provider will not be unfairly discriminated against. Unless the parties agree otherwise, the legal provisions for a cancellation of a contract apply. Expenses for cancellations or postponements of the production where the service provider is not at fault shall be borne by the customer and shall be deemed to constitute fulfillment of the contract. If the production has already commenced, the performance shall be deemed fulfilled.

In case of early termination, new orders and anticipated costs saved by the service provider will be taken into account for the calculation of the compensation.

7. General Provisions

a) Terms of payment

Invoices including all extra charges shall be paid promptly after receipt within 14 calendar days without deductions. Intermediate invoices and partial compensation payments can be agreed upon for larger orders.

b) The contractual partner agrees to notify HD-Skycam immediately about significant events, which could be relevant for the contract.

- c) Verbal collateral agreements have not been made and are not valid. Agreements must be in writing to become effective.
- d) Applicable law
This contract is exclusively governed by the laws of the Federal Republic of Germany. The application of the UN Sales Convention is expressly excluded.
- e) Jurisdiction
The place of jurisdiction for any disputes arising from this contract shall be Mainz, if the ordering party is a registered merchant or has an equivalent status.
- f) Salvatorian Clause
If any provision of this contract shall be or become invalid, then it shall not affect the validity of the remaining provisions. The contractual parties are obliged to agree to replace the invalid provision by that valid provision which comes closest to its economic meaning and intention and which best matches the original intent of the agreement.

This also applies in case provisions are missing.

Juli 2014

Above certified translation from German was done by Heike Rudl in her function as Certified Translator for English for the lawyers and notaries in the State of Hessen, Germany according to the original.

The translation was exactly done according to the words of the original.

The original consists of 4 page, the translation consists of 4 pages.

Wiesbaden, 27.8.2014