



TERMS AND CONDITIONS

1. MAT will only carry out orders under the following conditions. The principal/hirer accepts these terms/conditions for the present order and at the same time for all additional and future business with MAT.

2. The level of the rental/hiring fee for the let equipment is determined by the MAT price-list, that is valid at the time of contract or the prices fixed in the individual written offer. The prices run from MAT stock, expenses to and for are not included. They will be charged extra to the principal's account. The full daily rate has to be paid for equipment, that is either fetched or delivered before 12.a.m. or not returned before 12 a.m. . In case, the hired equipment is provably not used on sundays and public holidays during hiring time, these times will not be taken into account. Transport and other parking time will be charged with 50 % of the daily rate. All-inclusive prices are only valid with written agreement.

3. The principal is liable for the accurate handling of the equipment. He has to verify during delivery at the place of delivery the proper quality of the hired equipment inclusive accessories. Dissatisfied principal's complaints have to be put in writing immediately after delivery. If the principal does not make use of this right he will automatically admit the proper quality of the equipment. The principal will be responsible for the completeness of the rented equipment including accessories and that it will not be damaged from delivery at the place of delivery up to the returning to the place of delivery.

4. Damage done to MAT equipment and vehicles belongs to the principal's responsibilities. The principal commits to MAT to insure at his own account the equipment against all risks that he or a third party is responsible for, that means from delivery or taking over at MAT store up to returning to MAT store.

5. Delivery or transport off the place of delivery will always be due to the principal's account and risk. He accepts the danger risk though carriage paid delivery has been arranged.

6. Claims for damages against MAT are only possible in the point of gross and wilful negligence and limited by the agreed hiring-fee. The same will be valid if the principal or a third party suffers loss because of MAT or the breakdown or failure of rented equipment during time of contract and will include every performance made available by MAT. Receivables of indirect damages are excluded.

7. The principal has to report immediately to MAT all damages or the loss of equipment. All the necessary repairs are charged to his account.

8. The principal is not allowed to lend or give or manipulate the rented equipment without permission. If not explicitly arranged in another way the equipment is only allowed to be used or transported inside the Federal Republic of Germany.

9. If an order is not carried out on no account of MAT's responsibility, MAT is allowed to charge 50% of the list-price without a damage proof. If an already started order is finished in advance - without any responsibility of MAT - MAT is entitled to charge the entire sum of the charge for this order. Other claims for damages of MAT lie outside the scope of this.

10. Both parties of the contract have the right to prove that a minor, major or no damage was caused.

11. The principal takes notice that MAT may entrust also other contractors, that means to substitute the capacity of other proprietors for fulfilling its contractual-duties. Therefore bills of other contractors may be part of the invoice.

12. MAT has the right to be named in all medias in the creditlist as follows: "MAT Specialized Remote Camera Systems".

13. MAT's invoices are to be paid within 14 days without discount. If the terms of payment are overdrawn MAT will have the right to add 5% above the valid Federal Bank interest rate to the invoice. If MAT takes a bill of exchange instead of payment all the resulting extra expenses will be charged to the principal's account. Only when a bill of exchange is honoured in time and all extras are paid, the invoice is considered totally paid.

14. The principal is not allowed to set off MAT's claims against him against other than valid or disallowed by MAT or not disputed counter-claims.

15. Alterations and complements to the concluded contract will only be binding if written approval by MAT exists.

16. Place of performance and forum for all the vicarious and directly rights and duties resulting out of the privity of contract with MAT will be in each case MAT's place of business.

17. The principal validates explicitly by placing the order to have taken notice of these general conditions of contract and to have agreed to them in their entirety.

ADDRESS:

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