

# GENERAL RENTAL CONDITIONS

The present general conditions are intended to govern the contractual relations between PIN-UP, a French limited company with a share capital of €1,000,000, listed in the Paris Corporate and Trade Register under the number B 307 046 730, with head offices located at 23 avenue Jean Moulin in Paris (14th arrondissement) (hereafter referred to as «PIN-UP») and the client (hereafter the «Client») upon accepting the PIN-UP quote for services. The present general rental conditions (hereafter «GRC») are to govern the rental by PIN-UP to the Client of photographic studios, the mobile platform vehicle or any equipment (hereafter referred to as «Rented Property»).

## ARTICLE 1: APPLICATION OF THE GRC – OPPOSABILITY OF THESE GRC

The present GRC are attached to all quotations for service. The act of accepting a quote by signing the quote document is contractually binding and implies the Client's full acceptance without reserve of the present GRC.

No special conditions nor other general conditions stemming from the Client can, unless prior consent by PIN-UP, supersede the conditions set forth in these GRC.

The fact that PIN-UP might grant a waiver at one time or another to any one of the conditions stipulated in the present GRC must not be interpreted as tantamount to the subsequent renunciation of said condition at any point in the future.

## ARTICLE 2 : RESERVATION

Reservation information requests are handled by telephone. During this request, PIN-UP records an option in accordance with the Client's desiderata (Rented Property, time slots, etc.). PIN-UP reserves the right to record several options for each piece of Rented Property and time slots, with final orders being processed on a first-come, first-served basis. PIN-UP then submits a quote for Client review.

The reservation is only validated by PIN-UP once the Client has accepted the quote by returning it with a signature by fax to PIN-UP.

At the time of the reservation, the Client may be asked to pay a deposit according to the following schedule:

- If the reservation is made within 48 hours (2 business days) of the rental date: 100% of the quoted amount
- If the reservation is made between 48 and 72 hours (between 2 and 3 business days) prior to the rental date: 75% of the quoted amount
- If the reservation is made more than 72 hours (3 business days) prior to the rental date: 50% of the quoted amount.

## ARTICLE 3: CANCELLATION CONDITIONS – RESERVATION MODIFICATION

3.1 Cancellation prior to the rental

In the event of rental cancellation by the Client, the following fees will be applied:

- Cancellation within 48 hours (2 business days) of the rental start date: 100% of the quoted amount
- Cancellation between 48 and 72 hours (between 2 and 3 business days) prior to the rental start date: 75% of the quoted amount
- Cancellation between 72 and 96 hours (between 3 and 4 business days) prior to the rental start date: 50% of the quoted amount.

3.2 Reservation modification

In the event the order is modified on the very day the Rented Property is made available to the Client, PIN-UP reserves the right to invoice for the entire amount listed on the Rented Property order.

## ARTICLE 4: CONDITIONS RELATIVE TO THIS RENTAL CONTRACT

The rental period is to commence once the Client takes possession of the Rented Property at PIN-UP's premises. Full responsibility for the Rented Property will be transferred upon handover to the Client, who is bound to show good stewardship when making use of said property. The rental period applicable to this Rented Property extends from the day of its handover until the day of its return to the PIN-UP premises, for all property fitted with equipment.

Under no circumstances is the Client to acquire ownership rights to the Rented Property. The lending or subleasing of this Rented Property is strictly forbidden without PIN-UP's prior consent.

The Client will verify that the Rented Property complies with his needs and is in a good working order, clean, properly maintained and conforms with all applicable legal statutes. Unless an operational defect has been specifically cited by the Client at the time of taking possession of the Rented Property, said Property is deemed to be devoid of any apparent damage.

The Client certifies his aptitude to personally operate the Rented Property or else to hire qualified personnel for its operations, without incurring any hazard for third parties, and to constantly maintain the Property in good working order, which entails all appropriate installation, use and maintenance in strict accordance with use guidelines in effect or provided at the start of the rental period by PIN-UP, in addition to respecting all applicable safety instructions. If the Rented Property is not returned in a clean state, PIN-UP will invoice the Client for all associated cleaning costs.

In the event of deterioration or destruction of the Rented Property, PIN-UP must be informed as quickly as possible. All operations necessary to proceed with repair or replacement are to be exclusively conducted by PIN-UP, with the Client bearing the full amount of all financial charges.

However when the rented property includes equipment, the Client is informed that a franchise of insurance will be applied for robbery / vandalism / breaking or damage, and it will be charged according to the dedicated insurance company policy.

The Client will be responsible for contracting the necessary insurance coverage in the protection of his interests within the scope of this rental agreement.

For every day the Rented Property is held beyond the agreed return date, the client will be invoiced at the normal daily rate. PIN-UP reserves the right to apply penalties in instances when the property return date was considered imperative.

Upon expiration of the scheduled rental period, in the event of non-return of the Rented Property, the Client becomes custodian of the equipment as intended in Article 1915 of the French Civil Code and no longer has the right to either use the property or make it available for use in whatever manner. At this point, return of the property becomes mandatory and subject to the sentences outlined in Article 314-1 and thereafter in the Penal Code, without necessitating issuance of a formal notification and without the Client being able to claim any extenuating circumstance. No offer to purchase any of the Rented Property qualified as equipment can modify the nature of the deposit nor remove the obligation to return said equipment.

## ARTICLE 5: CONDITIONS RELATIVE TO THE CAPTURE SERVICE

PIN-UP's capture service provides for the complete backup/archival of files encompassing a 50-day period subsequent to the end of the shoot. During this period, the data remain available to the Client in order to make a copy onto the support of the Client's choice and furnished by the Client. During this same period, should the Client wish to assign the long-term archival function of its data to PIN-UP, this intention is to be communicated immediately so that this additional service can be properly addressed in a commercial proposal. Otherwise, the data stored on the PIN-UP server will, upon expiration of the aforementioned period, be deleted irreversibly and without prior notice.

**ARTICLE 6: DELIVERY SERVICE ORDERS**

At the Client's request and on the Client's behalf, PIN-UP may place orders for delivery services to ensure delivery / pickup from or to PIN-UP premises of items either belonging to or under the legal custodianship of the Client.

PIN-UP advises against the use of delivery services for the following products: precious gems or metals, gold and silver in any form, money (notes or coins), negotiable securities or debt notes, travelers checks, credit cards, any items considered to be pornographic in nature, and any other type of property whose transport is prohibited by current regulations or legislation.

PIN-UP is not liable for:

- objects entrusted by the Client to the delivery service (along the same lines, PIN-UP cannot guarantee the proper execution of these services by the delivery company);
- any loss that may be incurred by the shipper or any third party as the result of a delay relative to the announced delivery schedule.
- any damage that may be incurred by the shipped property due to the eventual inadequacy of product packaging.

**ARTICLE 7: ACCESSORY EQUIPMENT SALES**

As a complement to its rental activity, PIN-UP proposes an accessory service for the purchase of small appliances.

The products are held for Client availability in the PIN-UP premises for an 8-day period. If not picked up within that time period, the order is considered cancelled.

The ownership of products sold is only transferred to the Client upon full payment of the invoice price. This ownership reserve clause however does not alter the fact that the risk of ownership is indeed transferred to the Client from the time the Client has taken possession of the product.

As part of the coverage offered by PIN-UP, the only obligation incumbent upon PIN-UP will be to replace the product or any element recognized as defective by PIN-UP. All eventual shipping costs to submit the allegedly defective product for PIN-UP's inspection are to be borne by the Client.

Any defects or deterioration caused by natural wear or external accident (faulty assembly, deficient maintenance, non-standard use, etc.) or else by a product modification not specified by the product manufacturer are hereby excluded from warranty coverage.

PIN-UP does not guarantee any potentially damaging consequence due to the inadequacy of the purchased product to meet the Client's stated needs.

Under all circumstances, PIN-UP's liability is hereby limited to the sales price of the product in question.

**ARTICLE 8: LIABILITY LIMITATION CLAUSE**

PIN-UP cannot be held liable for any loss eventually incurred by the Client as a result of availability delays in the Rented Property due to any reason outside of PIN-UP's control.

PIN-UP does not guarantee any potentially damaging consequence due to the inadequacy of Rented Property to meet the Client's stated needs.

PIN-UP will not assume any liability relative to the Client in the event of a malfunction or poor operability of the Rented Property.

PIN-UP will not, under any circumstances, be held liable for any damage, incident or accident arising at the time of Rented Property use.

PIN-UP may not be held liable either for any damage, incident or accident incurred to any property, and in particular to the vehicle, that may be assigned to the responsibility of PIN-UP personnel regardless of the purpose, or that this same personnel would have been required to handle at the time of Rented Property use.

Any risk of bodily injury, loss, theft or deterioration of the Rented Property is to be borne by the Client.

The loading or unloading, as needed, of the Rented Property, during both legs of the trip to and from PIN-UP's premises, is the full responsibility of and subject to the liability of the Client.

PIN-UP is not liable for any of the clothing or personal effects, regardless of the type and value, left by the Client, if applicable, in the Rented Property or in the premises where the Rented Property is stored.

**ARTICLE 9: FINANCIAL CONDITIONS**

The rates charged will be specifically addressed in a quote issued by PIN-UP in accordance with the current rate schedule.

The invoices issued by PIN-UP are payable either with a 2% discount applied for payment in full by check within 3 days following invoice receipt or within 30 days of the invoice issue date. In all cases of failure to make payment by the due date, the full amount due by the Client will be subjected by right, without the need to provide prior notification, to the application of interest at the rate of three times the legal interest rate. Moreover, any delay in payment of the invoiced amount will engender by right at the purchaser's expense, as per penal clause, a compensation fee set at 15% of the unpaid invoice amount.

In the event of staggered or partial payments, the non-payment of a single installment will trigger the immediate request to pay all sums due, regardless of the respective installment due dates, without the need for prior notification. The Client is required to reimburse PIN-UP for all fees and costs incurred due to the use of collection service to recover the outstanding sums, including all fees, costs and/or benefit payments of Ministerial officers.

**ARTICLE 10: CLAUSE ASSIGNING JURISDICTIONAL AUTHORITY**

Any dispute relative to the validity, interpretation and/or execution of the present general rental conditions and service provision will fall within the exclusive competence of the court system under the Paris Appeals Court jurisdiction.

**DISCLAIMERS:**

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