

**P.S. PRODUCTION SERVICES LTD.
STANDARD TERMS AND CONDITIONS**

This agreement between P.S. Production Services Ltd., (the "Company") and the Customer is composed of either:

- (a) a signed Rental Contract Delivery Receipt; or
- (b) a signed Rental Contract Deal Memorandum, and

these Standard Terms and Conditions (together, the "Rental Contract") and relates to the Equipment described in the Rental Contract. The term "Equipment" also includes all software and computing and data storage devices rented to the Customer.

The Company has rented to the Customer named in the Rental Contract the Equipment listed in the Rental Contract, at the prices specified in the Rental Contract. In the event the prices are not specified, they are as set out in the Company's current Rental Price List.

THE EQUIPMENT IS RENTED ON THE FOLLOWING TERMS AND CONDITIONS:

PERIOD/TERM OF RENTAL is set out in the Rental Contract. In the event of delay in the return of the Equipment, the daily rate during the period of delay will be the daily rate specified in the Company's current Rental Price List.

The customer agrees to return Equipment on or before 10:00AM on the day specified for return in the Rental Contract. Extension is solely at the discretion of the Company. Such authorized extensions are subject to the terms and conditions of the Agreement.

In the event the Customer returns any Equipment in damaged condition, the rental period will be extended for the damaged items by the shortest reasonable time necessary to repair such damage, restore the Equipment to good working order or replace non-repairable Equipment and to return the items to the Company's rental inventory. During this period the daily rate will be the rate specified in the Company's current Rental Price List.

LIABILITY: The Company will not be liable for any loss or damage of any kind whatsoever, whether caused by negligence, or otherwise resulting from:

- (a) any delay, late delivery, non-delivery, defect or deficiency of any Equipment, film, magnetic tape, or other materials supplied (whether by hire, sale, or otherwise) processed, handled, stored, transported, or received by the Company or any other party;
- (b) the services of technicians or services of any other nature whatsoever provided by the Company; or
- (c) the loss, corruption or theft of Customer data on storage devices or other Equipment.

The Customer will not seek to recover damages for personal injury or damage to property caused by the operation of the Equipment or in the course of any operations of the Company.

REPLACEMENT COST: Means the full replacement cost of the Equipment as at the day the Customer takes Delivery of the Equipment.

LOCATION OF USE: The Equipment will be kept and maintained during the term of rental at the location specified in the Rental Contract. The Customer agrees not to move the Equipment from this location without the written approval of the Company.

TRANSPORTATION: The rental price is F.O.B. the Company's warehouse. The Customer will pay all transportation or cartage charges from, and return to, the F.O.B. point. The Company reserves the right to specify the carrier of the Equipment during transport.

VEHICLES: All drivers of Company vehicles or vehicles rented to the Customer must have the prior written approval from the Company to drive these vehicles.

CARE: The Customer agrees to properly protect all Equipment from weather, to provide competent operators for the Equipment, and to return the Equipment in as good condition as received, normal wear and tear expected. The Company will have access to the Equipment at all times for inspection. The risk and liability for any injury or damage to the Equipment from any source or cause whatsoever, from the time the Equipment leaves the Company's warehouse until the Equipment is returned to the Company at its warehouse, will be borne by the Customer, and the amount of any damage will be paid to the Company by the Customer on demand. Should any Equipment be stolen or destroyed, the Customer hereby agrees to pay the Company the replacement cost of the Equipment on demand. Customer further agrees to compensate the Company for any loss of revenue incurred due to rental time lost as result of replacement of or the need for repairing any of the Equipment.

INSURANCE: The Customer will at all times during the rental period maintain "All Risk" Insurance in full force and effect satisfactory to the Company covering all Equipment (including vehicles), at full replacement cost, and for loss of use (rent) of the Equipment. Insurance coverage must begin from the time the Equipment leaves the Company's warehouse and continue until the time the Equipment is returned to the Company's warehouse in good working order. Lapse or cancellation of the required insurance will be a breach of this Agreement, and will entitle the Company to immediately repossess the Equipment.

Should the Customer fail to provide to the Company written proof of insurance satisfactory to the company twenty-four hours prior to the Equipment leaving the Company's warehouse, or fail to pay to its insurer the cost of maintaining the insurance in full force and effect, the Company may but is not obligated to procure suitable insurance at the expense of the Customer.

CREDITS: The Customer agrees to give credit to the Company on all positive copies of all film or television productions that may be produced with the Equipment. Where credits are granted they will appear, as appropriate, as follows:

- (a) Production Equipment supplied by PS Production Services Ltd. and/or
- (b) Camera and Lighting Equipment supplied by PS Production Services Ltd. and/or
- (c) Lighting Equipment supplied by PS Production Services Ltd.

Where graphic images or logos are granted the credit will include the Company's logo. The Company will supply the Customer with its logo, on request and at no cost.

IDENTIFICATION: The Customer agrees not to remove any barcode label, tag or nameplate affixed to the Equipment.

REPAIRS: If the Equipment becomes damaged during the period of rental, the Customer will immediately notify the Company that repairs are necessary. In no case will such repairs be attempted by the Customer without written authorization from the Company. The Customer agrees to pay the Company for any required repairs at the Company's prevailing rates for the work required. In the case of damage so serious that it would not be practicable to repair the Equipment, the Customer agrees to pay on demand the Company the full replacement cost of the Equipment.

COMPANY'S REPRESENTATION: The Equipment covered by this Agreement is represented to be in good working order. It is expressly understood that the Company is in no way responsible for the engineering in connection with its use, or in the results accomplished by the Equipment, or accidents resulting from its use, and the Company does not represent to the Customer that such Equipment is suitable, or will be suitable, for any particular type of work.

DELIVERY: The Customer agrees that delivery to the Customer is complete upon the Customer's representative, employee or agent taking physical delivery of the Equipment from the Company's warehouse, or otherwise accepting delivery. The Equipment is deemed to be in the care and custody of the Customer immediately upon such delivery. The care and custody of the Customer ceases when the Equipment is returned to the Company's warehouse in good working order.

TERMINATION: If the Customer fails to pay the rent specified in the Rental Contract when due, or becomes bankrupt or insolvent, or a receiver is appointed to manage its affairs or it violates any provision of this Agreement, or if the Equipment is levied upon or becomes liable to seizure, the Company may, at its option, terminate the Agreement without notice to the Customer. Upon termination the Company may take possession of the Equipment without becoming liable for trespass, and may recover all rent due under the Agreement, and full damages for any damage to the Equipment, and all expense incurred in retaking possession of the Equipment. In the event the Company takes any legal steps to enforce terms of the Agreement, the Customer agrees to pay all reasonable legal fees and costs necessitated by such action.

INDEMNIFICATION: The Customer agrees, during and after the term of this Agreement, to indemnify and save the Company harmless from any and all claims, actions, liabilities, damages, costs or expenses arising, directly or indirectly, from the use of the Equipment by the Customer.

RETURN: Any acceptance of the return of /or repossession of Equipment, or the granting of any indulgence by the Company will not constitute a waiver of any of the Company's rights under this Agreement.

TIME: Time is of the essence of this Agreement.