

GENERAL CONDITIONS

This Agreement is entered into between the company *Global Stills, Lda.* (CARAPAU) and the CLIENT identified in the Specific Conditions. The following General Conditions and the prior Specific Conditions (proposal) shall apply to the services of equipment hire / support services for the audiovisual productions described in the Specific Conditions.

Awarding of Service Agreement

- The Agreement takes effect upon signing and, unless otherwise stipulated, upon prompt payment of the total sum (after confirmation that payment has cleared) and the valid payment of a cash deposit or pre-authorised payment against the CLIENT's credit card.
- The price of the services is determined by the rates in force for each type of service/equipment and, as a general rule, is paid in advance.
- The amount of the deposit is determined by CARAPAU on the basis of the value of the equipment hired and the cost of purchasing new equipment or of full repairs, as applicable. CARAPAU may require that a member of its staff be present while the equipment is being used, if this is so stipulated in the Specific Conditions.
- The CLIENT must request the services from CARAPAU no later than 48 hours in advance of the date on which the equipment is to be collected or on which the service is scheduled to start.
- After the price has been paid, cancellation by the CLIENT prior to the collection of the equipment or start of the service shall only be permitted in line with the following timeframes and conditions:
 - 15 or more days in advance: full refund;
 - 7 to 14 days in advance: 80% refund;
 - 48 hours to 6 days in advance: 50% refund;
 - 24 to 47 hours in advance: 25% refund;
 - less than 24 hours in advance: no refund; full amount is forfeited.
- If for any reason that can be attributed to CARAPAU, such as the previous client returning the equipment late, an accident, theft, breakdown or any other situation resulting in the non-availability of the equipment or the impossibility of providing the agreed services, CARAPAU undertakes to return the monies paid by the CLIENT, to whom no further compensation or refund shall be due other than the sum previously paid.

Delivery and Return of Equipment

- The CLIENT agrees that the equipment has been delivered clean and in good working order, along with the accessories and extras, pursuant to the joint inspection specified in the remarks of the Specific Conditions. The CLIENT undertakes to return the equipment on the date specified in the Agreement, and in the same condition that it was in when received.
- The CLIENT shall collect the equipment from, and return it to, CARAPAU's premises during normal working hours unless agreed otherwise in writing.
- Exceptionally, and upon request by the CLIENT, the equipment may be sent to a specific address. In this case, the CLIENT shall be responsible for the cost of transportation and for any damage or loss that may occur during transportation. The equipment must be returned to CARAPAU's premises no later than 24 hours after the rental period has ended; the time taken to send and return the equipment may be counted and charged as a rental period.
- If the equipment is not returned on the agreed date, and by way of a penalty clause, the CLIENT undertakes to pay CARAPAU, per full day or part thereof, a sum calculated on the basis of three times the daily rate for the equipment in question. Furthermore, the CLIENT acknowledges that CARAPAU may take any legal action necessary to recover the equipment and reimbursement of losses suffered.
- The CLIENT shall be liable for any damage to the equipment until such time as it has been returned to CARAPAU as agreed.
- When the equipment is returned, a joint inspection shall be made of its apparent condition, and any issues that justify a written record being kept shall be noted on the appropriate form. Subsequently,

a technical and functional inspection shall be carried out, taking the appropriate period of time in accordance with the amount of equipment and its specific issues. The CLIENT may be present during these inspections but must not interfere.

- If the inspection reveals defects, damage or levels of dirtiness that are incompatible with normal and careful use, and in particular when this results in CARAPAU having to carry out extraordinary cleaning, the CLIENT shall be liable for the cost of repairs or extraordinary cleaning as follows:
 - If apparent poor condition or superficial damage that does not compromise functioning is detected, the damage and inherent cost of repairs will be assessed and the CLIENT will be charged accordingly;
 - Superficial damage that makes future rental of the equipment infeasible shall be considered as damage to functioning;
 - If damage to functioning or deterioration of the equipment is detected, resulting in the need to repair it, a quote shall be drawn up and the amount shall be charged accordingly. In the event that the equipment is beyond repair, the cost of replacing it with new equipment shall be charged.
- The deposit shall be returned to the CLIENT as soon as the equipment has been returned to CARAPAU and any outstanding sums owed by the CLIENT have been paid. If any outstanding sums are not paid, CARAPAU shall deduct the amount in question from the deposit, in whole or in part, without prejudice to its right to demand payment of further outstanding sums owed.

Use of Equipment

- The CLIENT undertakes to use the hired equipment properly, responsibly and, if applicable, professionally, complying with all the norms applicable to the equipment's functioning and taking appropriate measures to ensure it is kept safe.
- The CLIENT must immediately inform CARAPAU, and whenever possible in writing, of any malfunction, anomaly or breakdown detected in the equipment during the rental period. CARAPAU shall take the necessary measures to verify the technical circumstances and shall substitute the equipment if applicable.
- If use is less than intended due to a functional problem with any of the equipment that lies within CARAPAU's sphere of responsibility, CARAPAU shall have a period of 24 hours in which to substitute the equipment, failing which the sums due for the periods of inoperability shall be deducted from the total cost of the equipment hire.
- The CLIENT and the users identified in the Specific Conditions are the only authorised users of the equipment. The CLIENT may not, under any circumstances, allow any other party to use the equipment.
- The CLIENT's actions, or lack thereof, must not in any way permit third parties to construe that the equipment is the CLIENT's property. The CLIENT must inform CARAPAU immediately in the event of seizure, attachment, burglary, theft, confiscation or any other offence against the ownership or possession of the equipment.
- The CLIENT may not re-hire, loan, assign, sell or burden the equipment or use it as any form of guarantee, and may not transform or modify it, or affix advertising or trade materials to it.

Extension of Services

If the CLIENT wishes to extend the Agreement, prior written consent must be obtained from CARAPAU and additional sums due for the agreed extension period must be paid in advance.

Pre-authorisation of Credit Card (Deposit)

- Pre-authorisation consists of a credit check carried out by CARAPAU via the bank that issued the CLIENT's credit card, in order to guarantee payment of the actual price or compensation up to the pre-authorised amount. This transaction involves CARAPAU temporarily reserving an amount against the credit card, which may be debited if the CLIENT defaults on payment of the sums due when the Agreement is executed.

- CARAPAU reserves the right to obtain pre-authorisation against the credit card of the sum stipulated in the Specific Agreement. This pre-authorisation is not a debit; it merely constitutes a guarantee and will be eliminated as soon as the CLIENT has settled all outstanding sums. Alternatively, it will be actioned by CARAPAU in the event that the CLIENT fails to pay the price/compensation due as set forth in the Agreement.

- The CLIENT's credit card details are completely secure since the reservation process is entirely encrypted.

Client's Personal Data

- Pursuant to the legislation governing personal data protection, the CLIENT acknowledges that CARAPAU shall process his/her personal data and the personal data which he/she provides to CARAPAU for the purpose of executing the Agreement. The CLIENT expressly and unequivocally authorises CARAPAU to gather and process said personal data, i.e. name, address, telephone and/or mobile number, gender, age, civil identity number, taxpayer number, driving licence number, e-mail and bank account ID number, said data being for the following purposes: (a) Pre-authorisation against the client's credit card; (b) client management; (c) registration of agreements entered into; (d) market studies and marketing campaigns.
- The CLIENT authorises CARAPAU to make a physical or digital copy of his/her Citizen's Card, Passport or other similar identity documents.
- The personal data gathered shall be retained by CARAPAU for the length of time strictly necessary for their intended purpose to be carried out, as notified to the CNPD (Portuguese Personal Data Protection Commission) and as required by Law.
- As the entity responsible for processing the aforementioned personal data, CARAPAU guarantees the CLIENT right of access to the data gathered about him/her by CARAPAU, thereby ensuring the CLIENT's right to contest, rectify or delete such data. To exercise this right, the CLIENT must send an e-mail to info@carapauproductions.com or a registered letter to Largo Tenente Cabeçadas, n.º 17-B, 8100-524 Loulé, Portugal.
- CARAPAU may disclose the data collected to third parties for the purposes of credit card pre-authorisation and marketing, said disclosure being carried out on behalf of, and in the name of, CARAPAU.

Final Provisions

- For legal/judicial purposes, i.e. summons and/or notifications related to the Agreement, the PARTIES hereby agree that their addresses shall be those shown on the Agreement.
- During the execution of the Agreement, all communication must be made in writing. E-mail may be used as the preferred means of communication, which shall only be considered valid after CARAPAU has replied confirming receipt.
- Any alteration shall only be considered valid if set out in a document signed by both PARTIES.
- In the event of disputes arising from the Agreement, the courts of Loulé are hereby stipulated as being competent, to the express exclusion of all others unless legal provisions dictate otherwise.

The CLIENT accepts the Specific and General Conditions of the Agreement, which have been explained to him/her in timely fashion. The CLIENT is aware of his/her rights and obligations. The CLIENT has been informed that CARAPAU shall collect his/her personal data pursuant to the Agreement, and expressly and unequivocally authorises said data collection for the purposes of: (a) credit card pre-authorisation; (b) client management; (c) registration of agreements entered into; and (d) market studies and marketing campaigns. The CLIENT is aware that he/she may exercise his/her right to access his/her personal data pursuant to the terms indicated above in the section "Client's Personal Data".

The Client: _____