
GENERAL TERMS AND CONDITIONS

1. Ownership

CL shall at all times retain legal and beneficial title to, and ownership of, the Equipment and all related accessories.

2. Insurance

The full replacement value for the equipment shall be the responsibility of the Client. Unless notified of disagreement with the Equipment List and/or Replacement Costs provided within (3) three business days, Client accepts responsibility for the listed gear and the replacement values. Client agrees to provide insurance coverage for the full replacement value of the rented equipment in addition to obtaining general liability insurance. A Certificate of Insurance naming Christie Lites & All Affiliated Parties as additional insured and loss payee with respect to the Equipment is to be forwarded to CL prior to ship date (or annual COI to be kept on file with CL).

3. Loss or Damage

Client is responsible for the equipment and its proper maintenance during the rental term, and at all times the Equipment is in Client's possession or under its control, including all transportation periods and methods. Client assumes and accepts the entire risk of loss or damage to the Equipment unless such loss or damage occurs as a direct result of gross negligence on the part of CL. Client shall not without the prior written consent of CL make any modification or alteration to the Equipment (including but not limited to the removal of any marks that identify the Equipment as being owned by CL). Additional Rental charges may be applicable for any extended rental periods due to lost or damaged Equipment and Client agrees to pay any charges until such time as the Equipment is repaired or replaced (such charges not to exceed the replacement value of the Equipment). No loss or damage to the Equipment shall alter Client's payment obligations.

4. Replacement Equipment

In the event that any equipment becomes inoperable due to weather related reasons (precipitation, lightning strike, wind-blown dirt, etc.) or physical damage caused by non-CL staff, it is the Client's responsibility to cover 100% of the costs incurred to have replacement gear deployed to the work site, including but not limited to: additional rentals, cross-rental support from other vendors, transportation, and additional labor. Such costs to be mutually agreed upon prior to being incurred.

5. Bulbs

Client is responsible to return all burned out bulbs and spares to CL, or Client shall be charged for each item not returned. CL shall be the sole provider of replacement bulbs for the duration of this rental.

6. Discrepancies

All warranties as to the quality and fitness for purpose of the Equipment, and all other terms and warranties that may be implied into this Agreement are, to the fullest extent permitted by law, excluded from this Agreement. Customer shall review and inspect every order when picking up the Equipment from CL, or when the Equipment is delivered to Customer by a third party, freight carrier or CL. Customer shall report any omissions, discrepancies, errors or objections in and to the

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Equipment to CL within 3 hours of receiving the equipment. In the event Customer fails to notify CL of any such omissions, discrepancies, errors or objections within 3 hours of receiving the Equipment, Customer will be deemed to waive any and all claims that the delivered Equipment did not conform to the Agreement or was incomplete.

7. Trucking/Transportation of Lighting Equipment

Client shall be responsible for paying all return trucking or transportation costs for transporting the Equipment as specified by Client in advance.

7.1 No Liability

CL shall not be liable for any problems arising from or relating to trucking or transportation, including, but not limited to, late delivery of the Equipment, damage to the Equipment, show cancellation, or any customs fees or border crossings.

7.2 Air-Ride Trailers

CL reserves the right to require that any carrier used by CL or Client ships the Equipment in air-ride trailers only.

8. Costs and Payment

8.1 Client agrees to pay for the rental of the Equipment at the daily, weekly or total contracted rental rate from and including the date of delivery of the Equipment to Customer to and including the date of return of the Equipment to CL. Late returns will incur pro-rated charges based on initial agreement rates, plus late fees if applicable. All amounts due and payable under this Agreement that are not paid timely shall accrue interest and debt recovery costs at the highest rate allowed by law.

8.2 Payment for all services and equipment provided shall be payable in pounds sterling.

8.3 If Client does not return any or all of the equipment by specified order return dates, CL reserves the right, at its sole discretion, to levy a late fee (in addition to the daily rental rate for the order). Examples of such fees include the following:

8.3.a If no advance notice is given, Client shall pay CL late fee of an additional 100% of the daily rental rate for each day the equipment has not been returned to CL beyond the scheduled return date.

8.3.b In the event Client notifies CL between 96 and 48 hours before the original return date that the equipment will not be returned as scheduled, Client shall pay a late fee of an additional 50% of the daily rental rate.

8.4. Unless otherwise indicated, all quotations or confirmations shall be exclusive of lawfully applicable value added tax which shall be included on the invoices and shall be payable at

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the rate applicable at the payment date unless Client furnishes to CL lawful evidence of exemption.

8.5 Christie Lites reserves the right to request a deposit from Client in respect of a down payment for the Agreement Rate which shall be offset against the final invoicing rendered.

8.6 A surcharge of 4% is applied to all credit card transactions.

8.7 CL reserves the right to charge a Cancellation fee based on the amount of notice given prior to the scheduled date of delivery ranging from a minimum of any direct and indirect costs incurred by CL or its affiliates in securing and/or constructing materials for the agreement up to a full 100% of the contract rate.

9. Default

Either party may terminate an agreement upon the other party's default or breach of any of its obligations hereunder if such default or breach remains uncorrected for a period of three (3) days after receipt by the defaulting party from the other party of written notice of such default or breach. If a default by Client remains uncured following such time period, CL may, at its option, at any time, without demand or legal process, enter into the premises where the Equipment may be found and take possession of and remove the Equipment, without liability for the retaking. Client agrees that it shall be responsible for all consequential damages flowing from the breach of the Agreement, and that the prevailing party shall be entitled to recover all costs and expenses, including reasonable third party legal fees in any litigation arising out of the Agreement.

10. Termination

In the event of a termination for reasons other than material breach, CL shall be paid on a pro-rata basis for all actual costs incurred or services provided for the applicable Rental Period within thirty (30) days of Client's receipt and approval of an invoice from CL summarizing such costs.

11. Force Maejure

Although CL shall use all reasonable endeavours to discharge its obligations under the Agreement in a prompt and efficient manner, it does not accept responsibility for any failure or delay caused by conditions beyond its control such as, but not limited to, war, strikes, floods, acts of God, governmental restrictions, power failures, or damage/destruction of any network facilities or servers.

12. Indemnification

CL and the Client each agree to indemnify, defend, and forever save and hold harmless the other, their respective affiliates or related entities, artist(s), co-promoters (if any), and sponsors and their respective principals, shareholders, members, partners, officers, directors, employees, representatives, tenants, agents, contractors and volunteers (sometimes collectively referred to herein as the "Indemnitees" and individually as an "Indemnitee"), from and against any and all

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damages, claims, losses, demands, costs, expenses (including reasonable attorneys, fees and costs), obligations, liens, liabilities, actions and causes of action, threatened or actual, which any one of the indemnitees may suffer or incur arising directly or indirectly out of or in connection with the performance of the Services or the failure of either CL or the Client or their officers, directors, shareholders, owners, employees, representatives, agents, contractors or volunteers (“Representatives”) to perform the Services in accordance with the terms of this Agreement, except to the extent arising from the negligence or willful misconduct of the indemnifying party. The foregoing indemnification shall survive any termination or the expiration of the term of this Agreement.

13. Litigation

This Agreement shall be interpreted and applied in accordance with English Law and the parties agree that any litigation arising out of this Agreement shall be commenced and maintained exclusively within the jurisdiction of the English courts.

14. Notices

Any notice or report required or permitted hereunder shall be in writing. Any such notice shall be deemed given on the day such notice is delivered personally or sent via email provided a copy of such notice is also sent no later than the next business day via Federal Express or similar express courier for overnight delivery with receipt received, or five (5) days after being sent by first-class registered or certified mail, return receipt requested.

15. Rights Reserved

Any failure by Christie Lites to enforce any or all of these conditions shall not be construed as a waiver of any rights hereunder. If one or more provisions of this Agreement, or the application of any provision to any party or circumstance is held to be invalid, unenforceable, or illegal in any respect, the remainder of this Agreement shall remain valid and in full force and effect.