

TERMS & CONDITIONS BUSINESS AGREEMENT of PUMA VIDEO

AGREEMENT BETWEEN GHI RENTAL (PTY)LTD RESIDING AT 401 JAN SMUTS AVENUE BLAIRGOWRIE RANDBURG AND

RESIDING AT _____

(Physical address)

1. Insurance:

Puma insures the equipment at replacement value against damage, destruction or loss. All rates quoted for equipment rental will be exclusive of 10% insurance and exclusive of VAT @ 14% unless specified.

In the event of claim arising where the total claim does not exceed R100 000 (one hundred thousand Rand) the hirer shall be solely liable for the payment of R 10 000.00 (ten thousand rand) excess. **Damage and/or theft of ANY items with a value less than R 10 000.00 will for the clients account!** In the event that the total claim exceeds R 100 000 (one hundred thousand rand) the hirer shall be solely liable for the payment of 10% (ten per cent) of the total value of the claim to the insurer and shall reimburse the full amount to Puma on request.

The hirer undertakes to comply with the terms and conditions of the applicable insurance policy related to the equipment and the use thereof, and shall be responsible for any costs not paid by insurance due to non-compliance with these terms.

Risk in the equipment shall pass to the hirer as soon as the equipment is handed to the carrier whom shall be deemed the agent of the hirer. The hirer and the carrier shall at that time be responsible and liable for all damage and loss of equipment for whatsoever reason until the return thereof to Puma Video.

2. Ownership:

All goods and equipment handed to Puma shall become the property of Puma Video until the hirer charges is fully paid for by client. (Including material handled or produced at Puma Video)

Ownership of the equipment hired by the client will at all times remain and vest with Puma Video.

The hirer shall be obliged to take delivery of the equipment at Puma Video or any such other address agreed upon by the parties prior to taking delivery.

The hirer shall not be entitled to sublet the equipment nor cede or assign any of the rights or obligations herein, nor shall the hirer be entitled to pledge, lend or in any manner whatsoever part with possession of the equipment.

3. Payment:

All accounts are strictly COD. The exception is for approved account holders who pay on 30 days from date of Invoice.

All discounts quoted will ONLY apply on COD settlements for COD clients and payments made in full within 30 days from invoice for account holders. Should any account not be settled accordingly, a new invoice excluding the discount will be issued and the invoice reflecting discount will be credited.

The hirer, by accepting credit agrees to pay Puma interest of 2% per month on ALL late payments. Interest will be charged on any amount due after 15 or 30 days. Puma will hold the hirer liable for all costs including reissue of invoice after 15/30 days from date of original invoice.

Unless a query on an invoice is made within 7 days of date of invoice the hirer is liable for the amount quoted on invoice.

Overtime will be charged at full rates - not quoted rates.

The hirer will not be entitled to withhold payment of any amount payable to Puma to satisfy any claim of the hirer arising from this or any other agreement between the hirer and Puma, nor will the hirer be entitled to set off such an amount against the amount payable to Puma in terms of this or any other agreement.

4. Indemnity:

The Hirer hereby indemnifies Puma against any liability arising out of any actions, omissions, proceedings and claims made by or on behalf of the Hirer or any third party against Puma, its agents, employees, directors and all claims, damages, losses or expenses (including legal costs on an attorney-client-scale) suffered or sustained by Puma in connection therewith.

In all other respects, Puma makes no warranties whatsoever in relation to the equipment supplied to the Hirer in terms of this Agreement.

5. Equipment: Maintenance, Errors and Defects.

Puma will endeavour to supply and hire out equipment in good working order.

The hirer hereby agrees that he/she shall carry out, as far as is reasonably and practically possible prior to using the equipment, checks and tests in respect of the equipment so as to satisfy themselves as to the fitness of the equipment for its purpose before leaving the premises. In the event that any of the equipment is unfit for the hirer's purpose, Puma should immediately be informed. Failure to do so on the part of the hirer will constitute an acknowledgement that the equipment is in a good working order and condition.

In the event of a malfunction or breakdown of equipment resulting from:

- (i) Defects or fault in the equipment; Puma will repair the equipment at the cost of Puma.
- (ii) Damage caused to equipment from date of hire; the hirer shall be responsible for the cost of the repair and costs shall be borne by the hirer.

At the end of the contract, the hirer shall return the equipment to Puma Video in the same condition, fair wear and tear accepted, as it was at the commencement of the contract.

The following does not constitute fair wear and tear:

- (i) Any items missing from the equipment including accessories.
- (ii) Tears, rips cuts, burns and stains which cannot be removed by normal cleaning of equipment.
- (iii) Scratches, chips or damage or glass, plastic or lenses.
- (iv) Damage to equipment such as dents and scratches.

Puma will then have two working days to inspect the equipment and notify the hirer of any missing items or work required to repair/restore the equipment and the cost thereof, which will be charged to the hirer.

6. Duties of the hirer:

The hirer shall, at all time, ensure that:

- (i) the equipment is utilised in a skilful manner by persons experienced therein. Puma reserves the right to call for proof of such experience at any time.
- (ii) the equipment be used only for the purpose and in the manner for which is intended to be used
- (iii) the equipment is kept in his /her possession and under his/her control
- (iv) Puma is allowed access to the equipment at all reasonable times, for the purpose of inspecting repairing or repossessing the equipment or for any other cause whatsoever
- (v) all care be taken as may be necessary to protect the equipment from loss or damage
- (vi) not to permit any other person other than Puma to acquire any right to or in the respect of the equipment
- (vii) at his/her own expense to apply for and obtain any licence certificates, permission or exemptions which may be required for or

in connection with the use of the equipment.

The hirer shall not make any alterations or modifications to the equipment without notifying and obtaining consent from Puma. Should Puma not be notified, any accessory added shall become Pumas' property with no remuneration to the hirer, and any cost to restore the equipment to its original form shall be charged to the hirer. Puma shall incur no liability nor obligation of any nature in this regard.

The hirer will ensure that the equipment is collected AND returned on the specified date at the specified time. Equipment returns after 11H00 on the date of return, INCLUDING SATURDAY'S, will be charged at the full day rate quoted.

7. Important exclusions:

The equipment is **not** insured for the following pursuits & activities unless by prior arrangement with & clearance from Puma Video & their Insurance Company:

- (i) **underwater photography AND aerial photography**
- (ii) theft of equipment from an unoccupied vehicle while equipment is in the possession of the hirer
- (iii) any other hazardous photographic pursuit which exposes the equipment to abnormal risk of loss or damage,

Damage and/or loss arising from any of above activities, without the required permission will be entirely for the clients account.

8. Miscellaneous:

The rental prices on all lights include bubbles. All bubbles not returned will be charged for. This pertains to both good and blown bubbles.

Equipment must be returned before 11.00 am after the last day of rental. For returns after 11.00 am the client will be held liable for an additional full days charge. This applies to SATURDAY returns as well!

Under no circumstances will Puma Video accept any camera tapes that was issued by Puma Video but not used by the client, to be returned and/or replaced by the client.

9. Assignment

This Agreement is personal to the Hirer and may not be assigned or otherwise transferred in whole or in part by the Hirer without the prior consent of Puma.

Puma may assign this Agreement in whole or in part at any time and will notify the Hirer in writing of any such assignment as soon as reasonably practicable.

10. Governing Law

This Agreement will be governed, construed and take effect in accordance with the laws and statutes of the Republic of South Africa.

11. Breach

If the Hirer should default in payment of any amount falling due in terms of this Agreement and fail to make payment within 7 (seven) days of a written notice calling upon it to do so, then Puma may elect, without prejudice to any other rights and without notice, forthwith to terminate this Agreement and suspend all services and retain all monies already paid by the Hirer and claim settlement of all amounts due and payable.

12. Jurisdiction

The Hirer hereby consents to the jurisdiction of the Magistrate's Court having jurisdiction over its person in respect of all proceedings in connection with this Agreement.

13. Domicilium

All notices and processes in pursuance of this Agreement are to be given or served at the addresses given on the first page of this Agreement.

14. Arrears

With acceptance of these terms & conditions, the hirer hereby gives Puma Video permission to, should the need arise, from time to time conduct a verification on the hirers credit record. This will be done in the strictest of confidence through recognised bureaus.

15. Agreement & compliance:

With acceptance of these terms & conditions, the hirer and all persons involved with the hirer are bound jointly for all debts incurred, including all costs pertaining thereto, including loss of income for Puma, and are liable for all costs on a client attorney basis for any claims made by Puma. No equipment may be supplied to the hirer without the hirer's acceptance of these conditions

16. Suretyship

I/we the undersigned, hereinafter referred to as "the surety", hereby bind myself/ourselves jointly and severally as surety and co-principal debtor *in solidum* unto Puma, its cessionary/ies or assigned/s for the due payment by the Hirer of all amounts which are or may become payable by the said Hirer to Puma.

I/we hereby expressly renounce the benefits of division, excussion and cession of action, the meaning and effect of which I/we are fully acquainted with. My/our liability/ies hereunder shall not be affected by any extension or indulgence which Puma may grant to the said Hirer.

A certificate signed by any director or authorised signatory of Puma, showing the balance owing by the principal debtor, being the Hirer, and the interest rate applicable shall constitute *prima facie* proof of the amount owing and the interest rate and the fact that such amount and interest rate is payable by me/us.

I/we furthermore consent to the jurisdiction of the Magistrate's Court notwithstanding that the subject matter of the dispute may otherwise be beyond the jurisdiction of such Court, and agree that should any action be instituted against me/us in terms of the Suretyship and I/we will be bound to pay costs of such action as between attorney and client.

This Suretyship shall remain valid in respect of all debts of the principal debtor owing to Puma notwithstanding any fluctuation or even temporary extension of the principal debt.

17. Duration

This document is legal & binding on both Puma Video & the hirer as long as the hirer utilises Puma Video's services. In the event that the hirer does not make use of the services of Puma Video for a period exceeding 6 MONTHS, this agreement will have lapsed and a new agreement shall be signed by the hirer

SIGNED at _____ on this _____ day of _____ 2012

I, the undersigned, as an authorised representative of the hirer and authorised to sign on the hirers behalf, agree to all of the above terms & conditions.

SURETY/HIRER

NAME:

Witnesses:

1. _____
SIGN

NAME

2. _____
SIGN

NAME