

## GENERAL TERMS AND CONDITIONS

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### I. General provisions

These general rental terms and conditions (also available at [www.tsf-belgique.be](http://www.tsf-belgique.be)) will govern all rental agreements between TSF Belgique and its clients, unless otherwise agreed in writing and signed by TSF Belgique.

The placing of an order by a client implies adherence to these general and, where applicable, specific rental terms and conditions. These exclude the client's general terms and conditions of purchase, which may not override these terms. Specific terms take precedence over general terms. The client acknowledges having read and accepted these general and specific rental terms without reservation.

### II. Provisions

#### 2.1. Account opening

Clients with ongoing business relationships with TSF Belgique hold an account in the company's accounting records. Any client without an account may request its opening, which is conditional upon providing financial and accounting information that will enable the agreement of a maximum credit limit.

The required elements are as follows:

- Company statutes.
- Bank identification details.

The outstanding balance is credited with the number of payments made only after the effective collection of the funds, regardless of the method of payment.

#### 2.2. Order

An order is defined as follows:

- Details of the rented equipment
- Rental period - start and return dates
- Price and payment terms
- Name and position of the person signing the order form.

The rental period is expressed in days and runs from the day the equipment is collected until it is returned to our premises (during business hours). Any day commenced is due. Orders must be placed by post or email. In the event of cancellation fewer than seven working days prior to the start of the rental period, 50% of the total amount due will be charged.

## 2.3. Rented equipment

The equipment supplied to the client is deemed to be in good working condition and delivered complete with all its accessories. The client is strictly prohibited from concealing, hiding or removing any ownership plates or markings indicating that the equipment belongs to TSF Belgique or any other company within the TSF Group. The client undertakes to take all necessary measures to protect, maintain and preserve the equipment. In particular, outside working hours, overnight, on public holidays, or during non-working days, any vehicles containing the rented equipment must be stored in a locked or guarded garage. The equipment is rented for use throughout the European Community. For any movement outside the European territory, prior written authorisation must be obtained from TSF Belgique.

Under no circumstances can the client entrust or sublet the equipment to a third party.

TSF Belgique will not be held responsible for:

- Incidents resulting in the interruption of filming.
- Partial or total destruction of film negatives requiring reshooting.

For vehicle rentals, the client must refer to the specific terms set out below, which they expressly acknowledge having read, understood and accepted. The loading and unloading of vehicles shall always be the responsibility of the client.

## 2.4. Delivery of rented equipment

The timely delivery of the equipment specified in the order form constitutes the primary obligation of TSF Belgique. This is formalised by a release slip duly completed and signed by both parties. The client's representative or employee who signs the release slip binds the client, confirms that the equipment is in proper working conditions, and unconditionally accepts these general and specific rental terms and conditions. The Loading of vehicles and the delivery of equipment to filming locations, is the responsibility of the client. TSF Belgique reserves the right to charge for loading of equipment into its vehicles where such loading has been executed, in whole or in part, by its teams.

## 2.5. Use of rented equipment

The client shall not make any modifications to the rented equipment, nor use it in any manner inconsistent with its normal conditions of use. The client is strictly prohibited from installing any accessories, ancillary components, or devices on the equipment without prior authorisation from TSF Belgique. The client undertakes to use the equipment with due care and diligence.

## 2.6. Malfunctions

In the event of a malfunction or breakdown, the client must contact the specialists at TSF Belgique, who will provide their expertise to resolve the issue(s) or decide to replace the faulty equipment.

Useful contact information can be found on the "Support" page of the TSF Belgique

website via the following link: [www.tsf-belgique.be/en/technical-support](http://www.tsf-belgique.be/en/technical-support). This section is expressly reserved for TSF Belgique clients. Support tags, including detailed links and a related QR code, are provided when the equipment is collected. Clients are strictly advised not to intervene with the equipment without the guidance and support of TSF Belgique specialists. Any damage caused by attempted repairs will be the sole responsibility of the client.

## 2.7. Return of rented equipment

The client undertakes to return the equipment by the agreed date, during business hours, with all its accessories, and in the same condition as when it was delivered. TSF Belgique shall accept the return only after verification of the proper functioning. TSF Belgique undertakes to notify the client within five (5) business days following the return, of any irregularities, breakages or defects, that may have occurred during the period of use.

Any delay in returning the equipment, without prior written authorisation of TSF Belgique, will be charged according to the current rate, excluding any commercial discounts. Should the equipment not be returned by the agreed date and remain unreturned for more than eight (8) days following a formal notice that has remained unanswered, the rented equipment may, at TSF Belgique's discretion, be deemed sold to the client. In such case, it shall be invoiced at the sales price based on the current manufacturer's catalogue rate, payable immediately upon receipt of the invoice.

A return slip shall be validated by both parties in a mutually agreed manner. Any complaint must be notified to TSF Belgique by registered letter or by email with acknowledgement of receipt within five (5) days of validation of the return slip. No claim of any nature shall be accepted after the expiry of this five (5)-day period.

Returning equipment and the unloading of vehicles at TSF Belgique's premises shall at the client's expense. TSF Belgique reserves the right to charge for unloading the equipment from its vehicles if this task is performed, partially or fully, by its teams. All customs and transit formalities, as well as any transport fees for exchange, delivery, or return of the equipment, are the sole responsibility of the client.

## 2.8. Subcontracting

TSF Belgique reserves the right to subcontract all or part of the execution of the contract to a third party without the prior written consent of the Client.

## 2.9. Tax-Shelter

No later than at the time of signing the service agreement, the Client must have informed TSF Belgique in writing that the services covered by the agreement must be eligible under the current Belgian Tax Shelter legislation (Article 194ter, §1, 10° al.2 of the Belgian Income Tax Code).

If this declaration is not made, TSF Belgique is exempt from providing justification regarding the eligibility of its services. No claims can be made against TSF Belgique. The Client undertakes to inform TSF Belgique of any information, claim, or question raised

by any tax authority concerning the eligibility of the expenses related to the work and which concerns the services provided by TSF Belgique.

TSF Belgique disclaims all responsibility in case of non-compliance with these specifications related to the applicable legislation.

### III. Billing

The price to be paid by the Client shall be calculated based on the applicable rates, at the time of the order. The rental rates apply to equipment taken and returned to the departure location. All prices listed in our catalogue are exclusive of taxes; VAT applicable in addition, and are subject to change without notice. For rental durations exceeding five (5) business days, billing will be on a weekly basis. For all other rentals under 5 days, invoices will be issued on the day the equipment is returned. Billing will be based on the departure and return slips, validated by TSF Belgique. No reduction in billing can be granted due to forced immobilization of the equipment for any reason, including customs issues, strikes, seizures, etc. TSF Belgique reserves the right to bill the rental until the equipment is physically returned to its premises, regardless of the reason for any delay in its return. All customs formalities and any delays they may incur are at the sole responsibility and cost of the Client.

### IV. Payment

#### 4.1. Payment terms

Payments shall be made upon receipt of the invoice, unless otherwise previously agreed. Clients holding an account may opt for an immediate payment, in which case they will then receive a 1% discount per month on the net invoiced amount. Any invoice for an amount under €1,000 shall be payable upon receipt of the equipment. Immediate payment is understood as being within eight (8) days after the invoice date.

TSF Belgique does not accept payments by cheque or cash.

#### 4.2. Penalties for late payment

If payment is made after the normal due date, TSF Belgique will charge the Client late payment interest at 1.5 times the applicable legal rate, which will be due upon receipt of the invoice.

#### 4.3. Default of payment

A payment default shall be deemed to occur in any of the following cases:

- Any modification of the due date.
- Failure to pay any amount when due.

Any payment default as defined above shall entail:

- The immediate eligibility demand for all amounts owed, regardless of the reasons.
- The application of late payment interest starting from the date of formal notice.

All costs incurred by TSF Belgique in recovering the amounts due are the responsibility of the client and will be invoiced separately, due upon receipt: attorney fees, registry fees, bailiff costs, expert fees, etc.

## V. Deposit

At the discretion of TSF Belgique, a deposit of no less than €5,000, determined according to the nature and value of the rented equipment, shall be required prior to delivery of the equipment. For all foreign clients, even in the case of prepayment, TSF Belgique may require a cash deposit equal to 1.5 times the anticipated rental amount.

## VI. Claims and Insurance

Throughout the entire rental period, as defined above in Article 2.2, the client shall be fully liable for any deterioration not resulting from “*normal wear and tear*”, as subsequently defined in section 6.1 by the supplier, as well as for any loss of the rented equipment.

The client shall therefore be required to insure, at its own expense, the rented equipment with a reputable insurance company under an “all risks” policy. As evidence of the conclusion of such insurance, the client shall provide an insurance certificate naming the supplier, TSF Belgique, as beneficiary of the insurance proceeds in the event of a claim.

In the event of damage, loss, or theft of all or part of the rented equipment, the Client shall notify TSF Belgique by means of a detailed written statement within forty-eight (48) hours.

The Client shall be liable to indemnify TSF Belgique upon first demand.

In the event of theft, the Client shall furthermore report the incident to the competent local authorities and subsequently provide the Supplier with a copy of the official police report drawn up by the law enforcement authorities.

Any damaged or missing equipment shall be invoiced at the applicable daily rental rate until such equipment is repaired, returned in the event of loss, or replaced, unless otherwise agreed in writing with the Supplier.

In the event of repair, all costs incurred by TSF Belgique shall be borne entirely by the Client.

In the event of theft or loss, the replacement cost of the equipment shall be borne by the client.

Where the client’s insurance covers the loss or theft, the replacement of the equipment shall be carried out in accordance with the principle of new acquisition, pursuant to which

the client shall pay the difference between the amount reimbursed by the insurance company and the catalogue price of the equipment in force at the time of replacement.

No repair may be carried out by any person other than the following: the technical teams of TSF Belgique or its parent company, the manufacturer of the equipment concerned, or an authorised representative thereof. The client shall take all necessary measures to prevent any aggravation of the damage, to ensure the proper preservation of the equipment, and to prevent the occurrence of any accident. Failing this, the client shall bear all resulting consequences, to the full discharge of TSF Belgique.

Should the supplier's insurance company consider that the damage results from an intentional act, improper use, or lack of competence, the Client shall be liable for the full amount of the corresponding maintenance and repair costs. Where the damaged equipment is deemed irreparable, the Client shall be invoiced for the replacement cost of such equipment, including all ancillary costs, such as transport expenses.

The client shall also maintain insurance covering bodily injury, material damage, and immaterial damage caused to third parties arising from the use of the rented equipment. TSF Belgique shall disclaim any liability in this respect.

In all circumstances, the client undertakes to safeguard the interests of the supplier and to ensure the proper condition, integrity, and safety of the rented equipment.

## 6.1. Normal wear and tear

For the purposes of the rental period, "normal wear and tear" refers to minor and unavoidable deterioration resulting from careful and reasonable use, strictly in accordance with professional practices applicable in the audiovisual industry, including applicable technical standards and manufacturers' recommendations, under normal operating conditions. The rented equipment must be used with due care, in a "prudent and responsible manner," as referred to above in Section 2.5.

Normal wear and tear includes, in particular, superficial marks, light scratches, and traces of use or handling that do not affect the proper functioning, technical performance, or safety of future users of the equipment.

Normal wear and tear does not include any damage resulting from negligent use, falls or violent handling, exposure to extreme weather conditions (humidity, excessive heat, adverse weather) without appropriate precautions, or any intervention or modification to the equipment not expressly authorized by TSF Belgique.

## 6.2. Important

TSF Belgique does not insure in any way the content, data, rushes, visual or sound elements that may be stored on the photographic, magnetic, or computer media provided by TSF Belgique for sale or rental. After provision to the client, TSF Belgique does not guarantee the proper functioning of the electronic or computer equipment for data storage or digital signal transmission. TSF Belgique, whether it is called to handle them or not, does not guarantee the integrity of the digital data that may be entrusted to it by the client.

In the event of data loss or deterioration, TSF Belgique's responsibility cannot be invoked or sought, and TSF Belgique is explicitly released from liability by the client, who accepts this without reservation, for any financial consequences that may result. All risks related to the contents must be insured as a specific production risk. TSF Belgique recommends that the client duplicate the data as the only secure solution for backup on computer media.

### 6.3. Special conditions for vehicle rentals

The following special rental conditions regarding the provision of vehicles complement the general terms and conditions of TSF Belgique, which are available on the website [www.tsf-belgique.be](http://www.tsf-belgique.be), and which the client acknowledges having reviewed.

The special conditions take precedence over the general terms and conditions. Taking charge of our vehicles implies the unconditional acceptance of our special rental conditions.

The signatory of the rental contract issued by TSF Belgique commits personally on behalf of the company they represent, which remains jointly liable for its representative, to accept these special conditions.

### 6.4. Reservations

TSF Belgique will require a purchase order and a deposit cheque, which is encashable for the amount of the estimated rental fee, with a minimum of 1,000 euros, for any booking confirmation. The refund of this deposit will be made, upon the renter's request, at least six months after the end of the service.

Unless stated otherwise in writing, all our services must be paid for in full in advance by credit card.

### 6.5. Rental duration

The duration of the contract is mandatory. In case of an extension or early return, TSF Belgique must be notified in writing as a priority. Any extension of the rental period will incur an additional charge at the prevailing non-discounted rate, regardless of the reason, including those beyond the tenant's control.

The client is hereby notified that failure to return the vehicle within 24 hours of the scheduled return date, without TSF Belgique having been notified in writing beforehand, will automatically result in a theft report being filed with the police or gendarmerie, and the renter will be subject to potential criminal and legal sanctions.

The vehicle return must occur exclusively at the pickup location during TSF Belgique's business hours, with the renter being provided with a dated and signed return slip by the company.

### 6.6. Use of the vehicle

The renter is fully responsible for the use of the vehicle throughout the rental period and therefore agrees to:



- Pay directly for any fines, tickets, penalties, and other customs proceedings related to non-compliance with the laws and regulations governing driving, parking, and the contents of the vehicles provided by TSF Belgique, regardless of the driver.
- Any handling of these incidents by our company will incur a flat administrative fee of €23.75 excluding VAT for management costs.
- Use the vehicle responsibly, within its capabilities and qualifications, and only on passable roads that do not risk damaging the tires, bodywork, or mechanical parts.
- Ensure that the vehicle's load does not exceed the authorized payload for the rented vehicle.
- Check oil levels, coolant, brake fluid, and tire pressure before each use.

## 6.7. Instructions to follow in case of breakdown or accident

- Prioritize notifying TSF Belgique, providing details of the location and circumstances of the breakdown or accident. All useful contact details are available on the page [www.tsf-belgique.be/en/vehicles](http://www.tsf-belgique.be/en/vehicles)
- If necessary, complete an amicable report and obtain a police or gendarmerie report.
- Contact the vehicle manufacturer's assistance service, whose phone number is listed in the vehicle's documentation.
- No intervention on the vehicle performed outside of this procedure will be covered by TSF Belgique.

## 6.8. Cancellation

Any reservation cancelled less than 48 hours before the scheduled time will be considered due, amounting to 50% of the planned rental period. TSF Belgique reserves the right to refuse vehicle delivery if it believes that the contracting party, either legal or physical, does not provide sufficient guarantees of fulfilment (financial or material).

## 6.9. Insurance

Our vehicles are covered by full-risk insurance for all countries indicated on the vehicle's green insurance card, for a premium of 7% of the rental value excluding tax. Any travel outside the European Economic Area requires prior written authorization from TSF Belgique. Drivers must be over 21 years of age and must have held a valid driving license for more than one year. A condition report of the vehicle will be made at both the start and the end of each rental. In the event of a fault accident or an accident with an unidentified third party, a deductible will be charged according to the schedule below.

The deductible will be increased by 50% in the event of theft.

In case of vehicle theft, the keys and documents must be returned to TSF Belgique within 24 hours. Any accident must be reported to us within 24 hours. The amicable reports, as



well as any police or gendarmerie reports drafted in the event of accidents, must be sent to us by mail within 48 hours. Failure to meet this deadline may result in the customer being charged for the deductible and/or repairs.

There is no insurance for any driver without a valid driving license or for drivers under the influence of alcohol, drugs, or medication. Materials and items being transported are not insured.

## 6.10. Exclusions from insurance coverage

The following are excluded from the insurance coverage:

- Flat tires, interior damage, theft of parts and accessories, damage to the upper parts (the horizontal part of the steering wheel that determines them), as well as damage caused by improper use of the vehicle, overloading, or vandalism (e.g., rims, tires, mirrors, graffiti, inappropriate fuel, etc.), as well as maintenance failures (oil, coolant, water, tire pressure, etc.).
- Any incident will be charged at the actual cost of repair.
- The immobilization of vehicles following an incident will be charged at the applicable rate until the vehicle is back in operation.

More generally, any damage not covered by our insurance company will be the responsibility of the renter, for whatever reason.

## 6.11. Deductibles

### COMMERCIAL VEHICLES

Light Vehicle License ( $\leq 3,5T$  GVW) 1.500 € excluding VAT

Heavy Vehicle License ( $> 3,5T$  GVW) 2.000 € excluding VAT

#### **Our rates include:**

- Use of the vehicle, charged per 24-hour day.
- Full maintenance of the vehicle, including oil and fluids.
- Reimbursement for mechanical incidents during the rental period, after prior approval from us, excluding any damages for loss of enjoyment.

#### **Our rates do not include:**

- Mileage, unless there is a formal written agreement from TSF Belgique.
- Repatriation costs in the event of the vehicle being abandoned in another city.
- Fines and other penalties related to the use of the vehicle (overloading, speeding, etc.).
- Cleaning.

## 6.12. Cleaning and waste

Vehicles must be returned clean and free of any waste. If TSF Belgique is required to clean a soiled vehicle, cleaning fees shall be charged to the Client at a rate of EUR 60.00 per hour, with a minimum charge of one hour.

The removal of waste from a vehicle shall be charged at a flat fee of EUR 15.00, plus EUR 10.00 per kilogram of waste

## VII. Retention of title clause

In case of sale, and by derogation to Article 1583 of the Civil Code, the delivered goods remain our property until full payment is made.

The buyer agrees to take all necessary measures to preserve the goods and to keep them available for us.

In case of seizure, bankruptcy, or any situation leading to a legal proceeding, the buyer agrees to inform us of this clause and notify us immediately.

## VIII. Governing law and jurisdiction

The General Terms and Conditions are subject to Belgian law. In the event of any dispute of any kind or disagreement regarding the interpretation or execution of these terms, exclusive jurisdiction is granted to the Commercial Court of the registered office of TSF Belgique.

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*This version in English is provided for information purposes only and has been prepared on the basis of the French reference version.*

*In the event of any discrepancy or inconsistency between the English and French versions, the French version shall prevail in all respects.*