

Effective as of: September 1, 2021

GENERAL TERMS AND CONDITIONS OF RENTAL (GTC) for audiovisual equipment of Brill AV Media (hereinafter referred to as the "Lessor")

1. Subject of Rental

The Lessor makes audiovisual equipment (hereinafter referred to as the Equipment) available to the Lessee, who may use it temporarily, for an agreed period and under agreed terms. The delivery may also include assembly, disassembly, and/or operation, if such services are included in the offer and the agreement. The Equipment remains the property of the Lessor for the entire rental period.

2. Conclusion of the Rental Agreement

The rental agreement (hereinafter referred to as the Agreement) is concluded in one of the following ways:

- a) The Lessee accepts the document titled BINDING OFFER – RESERVATION, issued by the Lessor, within its validity period;
- b) Both Parties sign or confirm in writing the document titled RENTAL AGREEMENT, prepared by the Lessor;
- c) Both Parties sign a Rental Agreement for Audiovisual Equipment and Services or another relevant contract, to which a list of the rented Equipment is attached.

5. Validity of the Offer/Reservation

The Lessor guarantees the validity of the offer and the availability of the Equipment and services (so-called first option) only during the validity period specified in the offer, not shorter than 14 days before the start of the rental period. After this period, the availability of the Equipment and services at the stated prices is not guaranteed. Any modifications or renewals of the offer are possible only depending on the availability of the Equipment and services.

6. Rules for Handover and Use of Equipment

The Lessor hands over the Equipment to the Lessee at the place and time specified in the Agreement, based on a RENTAL PROTOCOL. In the case of Equipment-only delivery (technical delivery without services), the handover usually takes place at the Lessor's premises. If the delivery includes installation, dismantling, and/or servicing, the handover takes place at the location indicated by the Lessee.

The Lessor must provide the Equipment in a condition suitable for its intended use and maintain it at his own cost. The Lessee has the right to use the Equipment in accordance with these GTC or the written instructions provided upon handover, consistent with its nature and purpose. The Lessor has the right to request access to the Equipment to verify its proper use. If the delivery includes technical operation, the Lessee specifies to the Lessor's staff the required operating times.



9. Service Execution Standards

The Lessee is obliged, at his own expense, to prepare appropriate areas for the Lessor, including loading and unloading zones for the Equipment, a suitable place for storing transport cases after installation, and parking spaces for the Lessor's installation personnel and delivery vehicles.

The Lessee must provide appropriate electrical connections to power the Lessor's Equipment unless otherwise agreed. The Lessee must also provide access to the area where the Equipment will be installed and allow the Lessor's personnel to use sanitary facilities.

If the rental service is provided outside the Lessor's registered office city, the Lessee must arrange accommodation and meals for the Lessor's personnel. The Lessor's employees are required to wear the agreed uniform (in accordance with the code agreed with the Lessee). Personnel must handle all items carefully to avoid damage to property or injury and may not engage in private phone calls during installation. Furthermore, they are required to keep the installation area as clean as possible.

10. Liability for Defects

If the rented Equipment has defects that prevent or significantly hinder its proper use, the Lessee is entitled to receive replacement Equipment of the same type and purpose. The Lessee is also entitled to a reduction or cancellation of the rental fee for the period during which the Equipment could not be properly used or was used under difficult conditions. The Lessee must exercise this right with the Lessor before the end of the rental period.

11. Subleasing of Equipment

The Lessee may sublease the Equipment only with the Lessor's prior written consent. Such consent is granted only to the specific individual or legal entity indicated by the Lessee. If the Lessee subleases the Equipment without consent, the Lessor has the right to withdraw from the Rental Agreement and claim damages, including compensation for lost profits.

13. Obligation to Report Defects

The Lessee must immediately notify the Lessor if repair of the Equipment is required. Failure to fulfill this obligation results in liability for any resulting damage and the loss of rights that the Lessee would otherwise have if the Equipment could not be used or could only be used to a limited extent due to unreported defects. The Lessee must tolerate limited use of the Equipment when necessary for maintenance or repairs. If the Lessee incurs repair costs that should have been borne by the Lessor, they are entitled to reimbursement, provided the repair was carried out with the Lessor's consent or if the Lessor failed to perform the repair promptly after being notified of the need.

14. Prevention of Damage

The Lessee must handle the Equipment in a way that prevents damage. The Lessor may withdraw from the Agreement at any time if, despite a warning, the Lessee uses or stores the Equipment in a manner that causes or threatens significant damage to the Lessor.



15. Normal Wear, Damage, Loss, or Destruction of Equipment

The Lessee is not liable for wear resulting from proper use of the Equipment. The Lessee must immediately inform the Lessor of any damage, loss, or destruction of the Equipment and compensate the Lessor for any damage caused thereby. The Lessee is responsible for any damage, loss, or destruction of the Equipment from the beginning of the rental period until its end, except where such damage results from the fault of the Lessor's personnel acting under his supervision.

16. Termination of Rental

Unless otherwise agreed in writing, the rental period expires at the end of the agreed term. After the rental period, the Lessee must return the Equipment in the same condition as received, allowing for normal wear and tear. If the Equipment has been damaged or excessively worn due to improper use, the Lessee is also liable for any damage caused by persons to whom access to the Equipment was granted. The Lessor has the right to claim damages only within six months from the date of return of the Equipment; otherwise, the right expires.

17. Confirmation of Equipment Return and Service Completion

After the rental period or upon return of the Equipment, an authorized representative of the Lessor notes in the RENTAL PROTOCOL, with the Lessee's consent, any discrepancies in the actual condition, supplementing blank fields with quantities or units actually used or returned by the Lessee. The representative also strikes through the original entries before the text fields. Both the Lessee and the Lessor confirm the return of the Equipment and the accuracy of the corrected data by signing the document.

18. Payment Terms

Unless otherwise agreed, the Lessee accepts the following payment terms:

- a) For a first-time business relationship, the Lessee shall pay at least 70% of the confirmed Equipment and service value within 14 days from the Agreement's conclusion, but no later than 3 days before the rental period begins.
- b) For repeat business relationships, the Lessee shall pay 50% of the confirmed Equipment and service value within 14 days from the Agreement's conclusion, but no later than 3 days before the rental period begins.
- c) The remaining balance (100%) for all ordered and used services and rented Equipment shall be paid by the Lessee upon receipt of an invoice issued by the Lessor. Invoices are payable within 14 days of issuance, and payment is considered made when the funds are credited to the Lessor's bank account. In the event of payment delay, the Lessee shall pay statutory interest for late payment.

19. Delay by the Lessee

If the Lessee returns the Equipment later than agreed, they shall pay the rental fee until the date of return and compensate the Lessor for any resulting losses.



20. Confidential Information

If, during negotiations, the Parties exchange information marked as confidential, the receiving Party may not disclose it to third parties or use it for purposes other than intended, regardless of whether the Rental Agreement is concluded. Information regarding the pricing of services is considered confidential unless otherwise agreed by the Parties.

21. Trade Secrets

The Lessor and the Lessee agree to maintain the confidentiality of all commercial, production, or technical information concerning the other Party's operations that have material or non-material value, are not publicly available, are designated as confidential by the other Party, and are properly protected. This obligation remains binding even after the Agreement expires. In the event of a breach of trade secrecy, the injured Party may demand cessation of the unlawful activity, rectification of the situation, compensation (including financial), and reimbursement of unjust enrichment.

22. Liability for Damages

If either Party breaches any of its obligations under these GTC or the Rental Agreement, the breaching Party shall compensate the other Party for the losses incurred or return any unjust enrichment.

23. Subcontracting

For the execution of the order, the Lessor has the right to use third parties (subcontractors). In such cases, the Lessor bears the same responsibility as if the delivery were performed directly.

24. Cooperation of the Lessee (Inability to Perform)

If the Lessee's cooperation is required for the handover of the Equipment, the Lessor has the right to set a reasonable deadline. Upon its expiry without result, the Lessor may withdraw from the Agreement after prior notice. The same applies if the Lessee fails to ensure the necessary occupational health and safety conditions for the Lessor's personnel during delivery and installation.

25. Cancellation Policy (Fees)

If the Lessee withdraws from the contractual relationship or part thereof, they shall pay the Lessor a cancellation fee equal to the total contract value or the respective portion, as follows:

- a) 10% if withdrawal occurs more than 21 days before the rental start date;
- b) 30% if withdrawal occurs more than 14 days before the rental start date;
- c) 60% if withdrawal occurs more than 7 days before the rental start date;
- d) 90% if withdrawal occurs more than 3 days before the rental start date;
- e) 100% if withdrawal occurs 2 or fewer days before the rental start date.

26. Event Cancellation Due to Force Majeure

If the Lessee decides to cancel a binding order due to force majeure (e.g., government regulations preventing the event's objective execution), the Lessee must immediately inform



the Lessor in writing, stating the reason for cancellation. In such cases, the Parties shall endeavor to execute the Agreement on an alternative date. If the Lessee proceeds with the Agreement at the new date, the Lessor shall not charge a cancellation fee for the original date. If the Lessee is unable to execute the event on an alternative date, they shall reimburse the Lessor only for the actual costs incurred or non-cancellable obligations related to the canceled Agreement (up to the date the written cancellation notice is received).

28. Licensing (Copyright Fees)

The Lessee must not infringe upon the copyrights of any legal or natural persons, as regulated in particular by the Polish Copyright and Related Rights Act of February 4, 1994. If the Lessee publicly presents or displays copyrighted works using the rented Equipment, they must duly and timely pay the applicable licensing fees in accordance with applicable law.