

GENERAL TERMS AND CONDITIONS

FILMCARE CURAÇAO B.V.

FilmCare Curaçao B.V., hereinafter referred to as “FilmCare”, having its registered office at Van Engelenweg 6B, Curaçao, and registered with the Commercial Register of the Curaçao Chamber of Commerce and Industry under number 134919.

1. General

1.1 Applicability

These General Terms and Conditions apply to all offers, quotations, assignments and agreements of FilmCare and to all deliveries, rentals, services and other obligations arising therefrom.

Any deviation from these General Terms and Conditions shall be valid only if expressly agreed in writing between FilmCare and the other party.

1.2 Terms and conditions of the other party

General terms and conditions or other conditions of the other party shall not apply unless FilmCare has expressly accepted them in writing.

1.3 Language

If these General Terms and Conditions are available in multiple languages, the Dutch text shall prevail in the event of differences in interpretation, to the extent permitted by law.

1.4 Other party

“Other party” means any natural person or legal entity that enters into, or wishes to enter into, an agreement with FilmCare.

To the extent that the other party is a consumer, these terms shall apply only insofar as they do not conflict with mandatory consumer protection law.

1.5 Rental

“Rental” means the temporary provision, for consideration, of goods, including film, lighting, grip, sound and other production equipment, accessories, vehicles, studio space and studio facilities.

1.6 Services

“Services” includes, among other things, providing or deploying personnel, technicians, operators, drivers and other staff, and carrying out production-related work.

1.7 Rental day

A rental day is a period of 24 hours commencing at 06:00, unless the parties agree otherwise in writing.

1.8 Sales and consumables

Sales means the sale and delivery of goods and consumables, including accessories, filter materials, production supplies, fuel and other materials supplied or consumed during a production.

2. Quotations and agreements

2.1 Quotations

All quotations issued by FilmCare are non-binding unless expressly stated otherwise.

Prices are stated in the currency specified in the quotation and inclusive or exclusive of Turnover Tax (O.B.), as indicated in the quotation.

2.2 Formation of the agreement

An agreement is formed as soon as:

- the other party accepts a quotation or assignment in writing or electronically;
- FilmCare confirms an assignment in writing or electronically; or
- FilmCare commences performance of the assignment with the consent of the other party.

“In writing” also includes communication by email or another electronic means of communication customarily used between the parties.

2.3 Order confirmation

If FilmCare provides an order confirmation, it shall be deemed to accurately reflect the agreements made unless the other party notifies FilmCare in writing of an inaccuracy within three business days after dispatch.

2.4 Engagement of third parties

FilmCare is entitled to engage third parties in the performance of an agreement.

2.5 Best-efforts obligation

Unless a specific result has expressly been agreed, the services to be performed by FilmCare constitute a best-efforts obligation.

3. Prices and price adjustments

3.1 Prices

The agreed prices are based on the circumstances, rates and costs known at the time the agreement is entered into.

3.2 Cost increases

If demonstrable external costs increase after the agreement has been entered into but before its performance, including import duties, taxes, government levies, transport costs, material prices or currency-related costs, FilmCare is entitled to reasonably pass on such cost increase.

FilmCare shall inform the other party thereof as soon as reasonably possible.

3.3 Substantial price increase

If a price increase as referred to in Article 3.2 exceeds 15% of the agreed price, the other party is entitled to cancel the unperformed part of the agreement, unless the price increase results from a change to the assignment by the other party.

Work already performed, costs already incurred and goods specifically purchased or ordered for the assignment shall remain payable.

4. Payment

4.1 Payment term

Unless otherwise agreed in writing, invoices must be paid in full within 14 days of the invoice date.

4.2 Advance payment and security

FilmCare may require a deposit, full advance payment, security deposit, credit card authorization or other reasonable security upon entering into the agreement or prior to delivery.

4.3 Default and interest

If the other party fails to pay a due invoice within the agreed payment term, it shall, to the extent permitted by law, be in default and owe the agreed interest on the outstanding amount.

If no valid contractual interest rate has been agreed, the applicable statutory interest rate shall apply.

4.4 Allocation of payments

Payments shall first be applied to costs due, then to interest due and thereafter to the oldest outstanding principal amount.

4.5 Collection costs

All reasonable judicial and extrajudicial costs actually incurred by FilmCare to collect a due claim shall be borne by the other party to the extent permitted by law.

4.6 Suspension

If the other party fails to meet its payment or other material obligations on time, or if FilmCare has reasonable grounds to doubt the other party's creditworthiness, FilmCare may suspend further performance and require reasonable security or advance payment.

5. Cancellation and modification of a booking

5.1 Cancellation

A cancellation must be notified to FilmCare in writing.

5.2 Cancellation charges

Unless different cancellation terms are included in the quotation or order confirmation, FilmCare is entitled to charge reasonable cancellation fees for reserved equipment, vehicles, facilities, personnel and other capacity.

In determining such fees, account may be taken of:

- the time at which the cancellation is made;
- the period for which capacity has been reserved for the other party;
- costs already incurred;
- obligations entered into by FilmCare towards third parties; and
- the possibility of renting out or deploying the reserved capacity to a third party.

Specific cancellation percentages may be set out in the quotation or order confirmation.

5.3 Modifications

Changes to shooting days, rental periods, crew, equipment or other parts of the assignment are subject to availability and may result in a price adjustment.

6. Rental

6.1 Rented items

The rented items are specified in the quotation, equipment list, delivery note, rental agreement or other documentation provided by FilmCare.

6.2 Rates

Unless otherwise agreed, the rates stated in the quotation or FilmCare's then-current price list shall apply.

6.3 Extension

The other party must notify FilmCare of any desired extension of the rental period as soon as possible.

An extension is possible only if the equipment is available.

If the items are returned late without permission, FilmCare is entitled to charge for the additional rental period. Any demonstrable additional loss suffered by FilmCare as a result may also be charged to the other party.

6.4 Ownership

All rented items shall at all times remain the property of FilmCare or of the third party from whom FilmCare obtained them.

7. Delivery, inspection and return

7.1 Delivery

Unless otherwise agreed, the rented items shall be made available at FilmCare's premises.

Transport, delivery and collection may be agreed separately and charged accordingly.

7.2 Inspection upon receipt

Upon receipt, the other party must, insofar as reasonably possible, inspect the equipment and materials for:

- **completeness;**
- **visible damage;**
- **condition; and**
- **proper functioning.**

Any existing visible damage or missing items must be reported to FilmCare as soon as possible.

7.3 Hidden defects

A defect that could not reasonably have been discovered during a normal inspection must be reported to FilmCare immediately upon discovery.

7.4 Return

The items must be returned to FilmCare at the agreed time, complete, properly packed and in the same condition as upon receipt, except for normal wear and tear.

8. Obligations of the renter

8.1 Duty of care

Throughout the rental period, the other party must take proper care of the items as a prudent renter.

This includes safely transporting, storing, operating and securing the equipment.

8.2 Proper and competent use

Equipment may only be used for its intended purpose and, where necessary, by suitably qualified personnel.

8.3 Special circumstances

The other party must inform FilmCare in advance if equipment will be used under circumstances involving increased risk, including:

- **water or high humidity;**
- **sand, dust or smoke;**
- **extreme temperatures;**
- **chemicals;**
- **marine or salt-water conditions;**
- **stunts or special effects;**
- **vehicles or moving platforms;**
- **locations with an increased risk of theft, damage or loss.**

FilmCare may impose additional conditions, security measures or insurance requirements in such cases.

8.4 No subletting

Without FilmCare's prior written consent, rented items may not be sublet, lent, transferred or otherwise made available to third parties.

8.5 No modifications

The other party may not carry out or have carried out any technical alterations, repairs or modifications to the equipment without FilmCare's consent.

8.6 Access

Where there are reasonable grounds to do so, the other party must enable FilmCare to inspect the condition and use of the rented items, insofar as reasonably possible and subject to applicable safety and access rules at the location.

9. Damage, loss and theft

9.1 Risk period

From actual receipt until actual return, the other party bears the risk of loss, theft and damage to the rented items insofar as such loss or damage is for its account under the agreement, these terms or applicable law.

9.2 Normal wear and tear

Normal wear and tear resulting from proper use shall not be for the account of the other party.

9.3 Pre-existing defects

The other party shall not be liable for damage demonstrably resulting from a pre-existing defect for which FilmCare is responsible.

9.4 Reporting damage

Damage, loss or theft must be reported to FilmCare immediately upon discovery.

The other party shall provide all information reasonably required regarding the incident and cooperate with any insurance claim.

In the event of theft, loss, vandalism or another criminal offence, a report must, where appropriate, be made to the competent authorities as soon as possible.

9.5 Repair and replacement

To the extent that damage is for the account of the other party, FilmCare may charge the reasonable repair costs.

If repair is technically or economically unjustified, FilmCare may charge the reasonable replacement value, taking into account the nature, age and condition of the relevant item, insofar as required by law.

9.6 Cleaning

Extraordinary cleaning or servicing costs necessitated by contamination during the rental period may be charged at the applicable rate.

If equipment is temporarily unavailable for rental as a result, FilmCare may charge demonstrable and reasonable related losses insofar as the other party is liable for them.

10. Insurance

10.1 Insured equipment

Insofar as FilmCare has insured rental equipment, the terms, exclusions, geographical limitations and deductibles of the relevant insurance policy shall apply.

The existence of insurance does not release the other party from its obligations under the agreement.

10.2 Deductible

If an insured loss is for the account or risk of the other party, the applicable deductible may be charged to the other party to the extent contractually and legally permitted.

The deductible applicable to the relevant rental may be stated in the quotation, rental agreement or order confirmation.

10.3 Uninsured damage

Damage not covered by insurance due to acts or circumstances attributable to the other party may be for the account of the other party insofar as it is liable for such damage.

10.4 Vehicles

Vehicles are also subject to the terms of the applicable motor vehicle insurance and any additional rental conditions.

The applicable deductible should preferably be stated in the quotation or rental agreement.

10.5 Use and insurance outside Curaçao

Equipment, vehicles and other items belonging to FilmCare may only be taken outside Curaçao with FilmCare's prior written consent.

Before departure, the other party must fully inform FilmCare of the destination country or island, the method of transport, the place of use, the period of use and any special circumstances that may affect the risk or insurance coverage.

FilmCare shall, where applicable, assess whether the existing insurance provides coverage for the relevant country or island, the transport and the intended use. FilmCare may make its consent conditional upon obtaining additional insurance coverage.

All additional insurance premiums, surcharges, deductibles and other costs relating to the use, presence or transport of the rented items outside Curaçao shall be borne by the other party unless otherwise agreed in writing.

The provisions concerning transport, temporary export, temporary import, re-export, re-import and customs formalities are set out in Article 11.

11. Transport and customs formalities outside Curaçao

If equipment, vehicles or other FilmCare items are taken outside Curaçao for an assignment, FilmCare shall in principle arrange and/or coordinate the necessary logistics and customs formalities.

This includes, among other things:

- temporary export from Curaçao;
- transport from Curaçao to the destination country or island;
- temporary import into the destination country or island;
- temporary re-export from the destination country or island;
- return transport to Curaçao; and
- re-import into Curaçao.

FilmCare may engage freight forwarders, carriers, customs agents and other third parties for these purposes.

Costs

All costs relating to transport and the customs formalities referred to above shall be borne entirely by the other party.

These include, among other things, freight and transport costs, fees of freight forwarders and customs agents, administrative costs, customs documents, permits, temporary import or export charges, taxes, levies, storage costs, inspection costs and other amounts charged by authorities or third parties.

To the extent these costs are known in advance, FilmCare may include them in the quotation or budget. Costs that become known only during or after performance may be charged separately to the other party.

Deposit or security for temporary import

If customs, the tax authorities or any other competent authority in the destination country or island requires a deposit, guarantee, security or similar amount for the temporary import of the rented items, this obligation shall be entirely for the account and risk of the other party.

The other party must timely and fully pay or provide the required deposit or security in the manner considered necessary by FilmCare, the relevant freight forwarder, customs agent or competent authority.

Any deposit or security advanced by FilmCare on behalf of or for the benefit of the other party must be reimbursed to FilmCare upon first request.

Responsibility for proper re-export

The other party is solely responsible for using, managing, collecting, packing and making the temporarily imported items available in such a manner that, upon termination of the rental or assignment, they can be fully and properly re-exported.

In particular, the other party must ensure that all items temporarily imported into the relevant country or island are actually exported again, in the same composition and with the same identifying information, serial numbers and other characteristics as upon import, except for normal wear and tear.

The other party may not leave behind, sell, give away, replace, exchange, dispose of or otherwise remove from the temporary import procedure any temporarily imported items, parts or accessories in the destination country or island without FilmCare's prior written consent and, where required, the consent of the competent authorities.

The other party must make the equipment and other items available on time, complete, properly packed and in a condition suitable for customs inspection, so that FilmCare, its freight forwarder or customs agent can properly arrange the re-export and demonstrate to the competent authorities that the temporarily imported items have left the country or island.

Customs inspection and cooperation

The other party is required to provide all cooperation reasonably necessary for the verification, identification, inspection and re-export of the items.

If, due to an act or omission of the other party, equipment or other items are not at the agreed location on time, are incomplete, cannot be identified or otherwise cannot be properly presented for re-export, all resulting costs and consequences shall be borne by the other party.

Return of deposit or security

FilmCare does not guarantee that a deposit, guarantee or other security paid for temporary import will be refunded or released, in whole or in part, by the foreign authorities or any other party involved.

If a deposit or security is not refunded or released, or is not refunded or released in full or on time, as a result of a circumstance for the account or risk of the other party, including failure to properly or timely re-export the temporarily imported items, this shall be entirely for the account and risk of the other party.

In such case, FilmCare shall not be required to reimburse or advance to the other party any deposit or security that has not been recovered.

Any import duties, taxes, fines, additional assessments, storage costs, additional customs clearance costs and other costs arising because the temporary import procedure is not properly or timely closed due to a circumstance for the account or risk of the other party shall likewise be borne entirely by the other party.

FilmCare's responsibility

FilmCare shall use reasonable efforts to ensure that the temporary export, temporary import, re-export and re-import arranged or coordinated by it are carried out correctly.

FilmCare shall not be liable for delays, decisions by customs or other government authorities, changes in local regulations, or the failure to release or refund a deposit or security, or to do so on time, insofar as such circumstances are beyond FilmCare's reasonable control and mandatory law does not provide otherwise.

12. Delivery periods and planning

12.1 Planning

Delivery and performance periods stated by FilmCare are based on the information available at that time.

Unless expressly agreed otherwise in writing, such periods are not strict deadlines.

12.2 Cooperation by the other party

The other party shall timely provide all information, schedules, access, permits and other cooperation reasonably necessary to enable FilmCare to perform its obligations correctly and on time.

12.3 Delay caused by the other party

Additional costs or delays demonstrably resulting from the other party's failure to provide necessary information or cooperation on time may be charged to the other party.

13. Liability

13.1 FilmCare's liability

FilmCare shall only be liable for direct loss that is the direct result of an attributable failure by FilmCare, insofar as such liability cannot validly be excluded or limited under applicable law.

13.2 Limitation

To the extent permitted by law, FilmCare's liability is limited to the amount actually paid out in the relevant case by FilmCare's liability insurer, plus any applicable deductible.

If, for any reason, no insurance payment is made, liability shall, to the extent permitted by law, be limited to the amount FilmCare has received or is still entitled to receive for the part of the agreement to which the liability relates.

13.3 Indirect loss

To the extent permitted by law, FilmCare shall not be liable for indirect loss, consequential loss, loss of profit, missed recordings, production delays, loss of data or material, or third-party claims, unless the loss results from intent or gross negligence for which FilmCare is liable under applicable law.

13.4 Liability of the other party

The other party is liable for damage caused by it, its employees or third parties engaged by it, insofar as such damage is attributable to it under applicable law.

13.5 Insurance of the other party

FilmCare may require the other party to obtain appropriate production, liability and/or equipment insurance and provide evidence thereof before commencement of the rental or production.

13.6 Mandatory law

No provision of these terms is intended to exclude or limit liability if and to the extent such exclusion or limitation is not permitted under mandatory law.

14. Force majeure

14.1 Force majeure

FilmCare shall not be liable for a failure resulting from a circumstance reasonably beyond its control and which, under the law, the agreement or generally accepted standards, should not be for its account.

Depending on the circumstances, this may include:

- **natural disasters and extreme weather conditions;**
- **fire;**
- **epidemics or pandemics;**
- **war, riots or serious civil unrest;**
- **strikes;**
- **government measures;**
- **disruptions to energy, internet or transport services;**
- **serious illness or unexpected unavailability of key personnel;**
- **unexpected failure or loss of essential equipment or facilities;**
- **import, transport or border restrictions.**

14.2 Consequences

During a force majeure event, the affected obligations shall be suspended insofar as performance is reasonably impossible.

FilmCare shall use reasonable efforts to mitigate the consequences for the other party.

14.3 Prolonged force majeure

If a force majeure situation continues for more than three months, either party may terminate the unperformed part of the agreement in writing without liability for damages arising from such termination.

Services already performed and non-refundable costs already incurred may be invoiced separately.

15. Suspension and termination

To the extent permitted by law, FilmCare is entitled to suspend its obligations or terminate an agreement in whole or in part if:

- **the other party fails to pay despite the amount being due;**
- **the other party fails to comply with a material contractual obligation;**
- **the other party refuses to provide reasonable security where there are objectively justified grounds for requiring it;**
- **essential assets of the other party are attached;**
- **the other party becomes bankrupt, applies for a suspension of payments or ceases its business; or**
- **FilmCare cannot reasonably be required to continue the agreement.**

This is without prejudice to FilmCare's right to payment for goods already delivered, services already performed and demonstrable loss suffered.

16. Complaints

Complaints regarding delivered goods or services must be reported to FilmCare in writing and with sufficient detail as soon as possible after the other party discovered, or reasonably should have discovered, the defect.

Submitting a complaint does not automatically suspend a payment obligation unless mandatory law provides otherwise.

FilmCare must be given a reasonable opportunity to investigate a justified complaint and, where possible, remedy it.

17. Personal data

Insofar as FilmCare processes personal data in connection with an agreement, it shall process such data in accordance with applicable laws and regulations concerning the protection of personal data.

Personal data shall only be used insofar as necessary for, among other things, quotations, agreements, rental administration, invoicing, communication, insurance, security and compliance with legal obligations.

18. Governing law and disputes

18.1 Governing law

All offers, agreements and legal relationships between FilmCare and the other party shall be governed by the laws of Curaçao, unless mandatory law provides otherwise.

18.2 Disputes

Disputes shall be submitted to the competent court in Curaçao, unless a mandatory provision of law designates another competent court.

18.3 Amicable resolution

The parties shall, insofar as reasonable, first endeavour to resolve any dispute amicably before commencing legal proceedings.

19. Final provisions

19.1 Invalidity

If any provision of these General Terms and Conditions is void, voidable or otherwise unenforceable, the remaining provisions shall remain in force to the fullest extent possible.

The parties shall, where necessary, replace the relevant provision with a legally valid provision that approximates its purpose and intent as closely as possible.

19.2 Amendment of terms

FilmCare may amend these General Terms and Conditions. In principle, an agreement already entered into shall remain subject to the version applicable when that agreement was concluded, unless the parties agree otherwise in writing or an amendment is required by law.

19.3 Electronic communication

The parties accept that quotations, order confirmations, invoices, notices and other contractual communications may be made electronically.

19.4 Version

Version: September 2026

These General Terms and Conditions replace earlier versions for agreements to which this version applies.