

General and special terms and conditions for hire of equipment, rental of studios, purchasing of certain technical services and purchasing of consultancy services from Twentyfourseven

Date: 2008-03-10

Definitions

“24:7”	shall mean Twentyfourseven AB or, as the case may be, any other company within the Twentyfourseven group of companies.
“Consultancy Services”	shall mean services provided by 24:7 to a Customer which are not Technical Services.
“the Customer”	shall mean the organisation (or, as the case may be, person) hiring a studio, renting equipment or ordering services from 24:7.
“the General Terms”	means the general terms and conditions described below under “A”.
“Hired Equipment”	shall mean any and all film and video equipment or any other goods hired by the Customer from 24:7, with the exception of Studio Equipment.
“Premises”	shall mean the premises, including but not limited to the Studios, where the Studios are located.
“Technical Services”	shall mean services provided by 24:7 to a Customer in connection with the Customer leaving its technical equipment with 24:7 for repair, services and/or maintenance (but no other services).
“Technical Service Equipment”	shall mean such technical equipment that is owned by the Customer and with regards to which 24:7 has undertaken to provide Technical Services.
“the Special Terms”	shall mean such special terms and conditions that, for each contract, are applicable in addition to the General Terms and as described below under section B-E.
“Studio”	shall mean any and all studios rented by the Customer from 24:7.
“Studio Equipment”	shall mean any and all equipment belonging to a Studio and being hired as part of the Studio rental by the Customer from 24:7.

A. General Terms

(Terms applicable to – as the case may be - Hired Equipment, rental of Studios/Studio Equipment, Technical Services and Consultancy Services provided by 24:7)

A.1. Applicability

These General Terms are deemed to be incorporated into all contracts for the hire of Equipment and/or rental of Studios and/or Technical Services and/or Consultancy Services provided to the Customer from 24:7 and they shall supersede any terms and conditions previously issued by 24:7. Any order placed by the Customer shall be deemed to incorporate the General Terms and also such Special Terms as are applicable.

Thus, and in addition to the General Terms, the following Special Terms shall apply:

- if the contract is for the hire of Equipment: the Special Terms shown under section B below,
- if the contract is for the rental of Studios and Studio Equipment: the Special Terms shown under section C below,
- if the contract is for Technical Services: the Special Terms shown under section D below,
- if the contract is for Consultancy Services: the Special Terms shown under section E below.

A contract may incorporate two sets of Special Terms, e. g. both Special Terms B and Special Terms E.

Any translations of the terms are for convenience only and the English version shall prevail in case of inconsistencies.

A.2. Changes, modifications and alterations

Any change, modification or alteration to the contract between the Parties, or to the terms (General or Special), must be agreed in writing by 24:7 to be applicable.

A.3. Hire, rental and service charges

- A. Unless the Parties in writing have agreed upon a price, then the price shall be as per 24:7's price list.
- B. 24:7 reserves the right to alter its price list with immediate effect. Such alteration may be made without prior notice to the Customer.
- C. All charges are exclusive of VAT and similar taxes and levies.
- D. 24:7 reserves the right to charge interest on overdue invoices without prior notice to the Customer in accordance with Section 6 of the Swedish Interest Act.

A.4. Limitation of liability

24:7 shall not be liable to the Customer (or any other company or person) for personal injury, injury to goods or any loss unconnected to personal injury and/or damage to goods (*sw. ren förmögenhetsskada*). 24:7 shall thus not be liable for any direct loss, damage or injury. Further, 24:7 shall not be liable for any indirect or consequential loss, injury or damages of any nature whatsoever (including but not limited to loss of profits, loss of production and loss of sales). Including, but without limiting the foregoing, 24:7 shall not be liable for any loss or damage suffered as a result of delays in delivery, business interruption or stoppage in production.

24:7 is not liable for any wear and tear or damage to pictures, tapes, films or anything else that is used together with the Hired Equipment, the Technical Service Equipment or the Studio Equipment. 24:7 is not liable for any wear and tear or damage to material that is linked to or used with the Hired Equipment, the Technical Service Equipment or the Studio Equipment.

24:7 will not be liable for theft, damage or loss of any of the Customer's property from the Studio and/or the Premises.

Under all circumstances, 24:7's liability shall always be limited to the hire charge or the price paid by the Customer for the Equipment and/or the Studios, as the case may be.

Should Technical Service Equipment be lost or destroyed while in 24:7's care, then the Customer's compensation shall be limited to such amount as is paid by 24:7's liability insurance company and, in addition thereto, an amount corresponding to 24:7's excess (*sw. självrisk*). In 24:7's sole discretion, 24:7 may instead provide the Customer with such replacement equipment as should reasonably be acceptable to Customer.

24:7 does not stand liable to the Customer for any loss caused to other parties (third party, customer's customer etc).

Section A.4. is not applicable to Consultancy Services. For such services, special rules on the limitation of liability applies as provided by the Special Terms, see section E below.

A.5. Warranties excluded

24:7 has not made any representations or given any warranties or promises or undertakings which are not expressly set out in writing in the contract between the Customer and 24:7. All such warranties, promises and undertakings are expressly excluded.

A.6. Other rights of 24:7

If:

- A. any amount payable by the Customer to 24:7 is overdue, or the Customer fails to meet any other obligation to 24:7 or – in 24:7's opinion – the Customer is likely to be unable to meet its payment or other obligations to 24:7; or
- B. the Customer becomes insolvent, has a receiver appointed in respect of all or some of its assets, makes or is likely to make an arrangement with its creditors or has a liquidator appointed; or
- C. the ownership or effective control of the Customer is transferred or, in 24:7's opinion, the nature of the Customer's business is materially altered;

then 24:7 may, in addition to and without prejudice to its other remedies (and without any compensation to the Customer):

- i. cancel any outstanding order with the Customer or any part of any contract with the Customer which remains unperformed;
- ii. require that the Customer immediately leaves any Studio used by Customer;
- iii. arrange for its personnel not to carry out any further assignment on behalf of the Customer;
- iv. refrain from returning Technical Service Equipment unless all outstanding debt to 24:7 are cleared;
- v. require immediate payment of all amounts outstanding under any contract with the Customer, whether or not due for payment;
- vi. remove and/or repossess any Hired Equipment or Studio Equipment in the Customer's possession or control;
- vii. require payment of cash upon collection of any further supply of Hired Equipment or Studio Equipment, and
- viii. require payment of cash in advance before performing any further services towards the Customer.

A.7. Force Majeure

24:7 shall not be liable for any failure to perform, or any delay in the performance of, in whole or in part, its contractual obligations if any failure or delay is attributable to any governmental decision, war, civil commotion, sabotage, fire, flood, lightning, exceptional weather conditions, epidemics, quarantine restrictions, disturbance in supplies from normally reliable sources, strike, lockout or any other event beyond the reasonable control of 24:7. The time for performance shall be appropriately extended by the period for which a situation of force majeure continues.

24:7 shall immediately inform the Customer if 24:7 wishes to rely on a force majeure situation and provide an estimate of the force majeure period.

If execution of the contract is substantially impeded for more than one (1) month as a result of a force majeure event, either party shall be entitled to withdraw from the contract by so notifying the other party in writing.

A.8. Governing law and jurisdiction

All contracts are – irrespective of where the respective contract is entered, where the equipment is collected, where the Studio is located, where the services are performed and any other similar circumstances – governed by Swedish law. Any claims shall be submitted to the exclusive jurisdiction of the Swedish Courts with Stockholm District Court as the court of first instance. However, 24:7 shall be entitled to turn to any relevant enforcement service to collect unpaid bills.

B. Special Terms
Terms applicable to Hired Equipment

B.1. Delivery and return

The Customer shall be responsible for the collection and return of the Hired Equipment.

The Hired Equipment shall be collected from and returned to 24:7's premises from which the hire originated.

The Hired Equipment will be ready to be collected at 08.30 am the first day of the hiring period.

24:7 will only allow the Hired Equipment to be collected by the Customer's personnel who can, on 24:7's request, identify themselves as such.

The Hired Equipment shall be returned no later than 08.30 am on the first day following the last day of the hiring period. The Hired Equipment shall always be returned to authorised personnel at 24:7 and only during normal office hours.

Should the Hired Equipment be returned to 24:7 in any other way, e.g. to 24:7's premises without it being returned to 24:7's personnel through any kind of arrangement, even if agreed/arranged by 24:7, then the Hired Equipment is at the Customer's risk until 24:7's personnel has physically taken care of the Hired Equipment.

B.2. Start of hiring period

The hiring period starts when the Hired Equipment is available for collection by the Customer.

B.3. Hire charges

The Hired Equipment includes such equipment as is enumerated in the contract (or in the delivery note). Hire charges are charged from the first day of the hiring period until the end of the hire period agreed between the parties or until the Hired Equipment is returned to 24:7, whichever is the latest. For the avoidance of doubt, hire will be charged at the full daily rate set out in the price list also for the first day after the last day of the hiring period if the Hired Equipment is returned after 08.30 am said day.

If not all Hired Equipment is returned – including cables, manuals, packing, etc. - then the Customer shall pay rent for such missing part of the Hired Equipment at the full daily rate set out in the price list for each day until the missing part is returned or replaced. In addition thereto, the Customer shall compensate 24:7 for any additional loss that 24:7 incurs, such as loss of profit, being the result of the delayed return.

- A. The hire charge will be invoiced upon collection/delivery of the Hired Equipment. The invoice shall be paid within 30 days of the date of 24:7's invoice.
- B. At the request of 24:7, the Customer shall provide 24:7 with a cash deposit corresponding to the full value of the Hired Equipment (or, at 24:7's discretion, part thereof).
- C. 24:7 is free to refuse the Customer to collect the Hired Equipment if payment/deposit has not been made in accordance with Sections a-b above.
- D. Cancellation of booked or reserved Hired Equipment prior to 72 hours before the time for collection will not be charged. Cancellation of booked or reserved Hired Equipment between 72 and 48 hours before the time for collection will incur a cancellation charge equal to 50% of the hiring charge for the period originally booked or reserved. If the booked or reserved Hired Equipment is cancelled less than 48 hours before the time for collection, then a cancellation charge equal to 100% of the hiring charge for the period originally booked or reserved will be applicable.

B.4. Terms of use

The Customer, its employees and persons contracted by the Customer are the only persons permitted to use the Hired Equipment. Other persons are only permitted to use the Hired Equipment after prior written approval by 24:7.

Without limiting the generality of the foregoing, the Customer may not sell, lend or otherwise dispose of the Hired Equipment and may not allow the Hired Equipment to be subjected to any lien or security interest.

The Customer may not take the Hired Equipment outside the country from where it was hired without 24:7's prior written approval. Any such written approval is only for the country explicitly indicated by the approval and shall thus not be construed to be applicable for any other countries or areas. Upon 24:7's request, the Customer shall at all times keep 24:7 informed of where the Hired Equipment is located, how it is used and by whom.

The Customer shall ensure that only those employees and contracted persons having appropriate qualifications, training and experience use the Hired Equipment.

The Customer is fully liable for its employees and contracted persons and, in addition thereto, for any unauthorised use.

The Customer shall upon collection/delivery of the Hired Equipment inspect and technically check the Hired Equipment and its functions. The Hired Equipment shall be deemed to be free of damage and defects at the time of collection/delivery, unless the Customer within 24 hours thereafter in writing informs 24:7 of any damage and defect specifying its nature.

Except where otherwise agreed in writing, the Hired Equipment must not be used in the vicinity of extreme conditions (including but not limited to salt/water/cold/heat/dust/sand/chemicals and fire) nor used for any hazardous assignments, since such usage will only be allowed under special terms and with special insurance.

Tapes, other media and other disposable goods are not included in the Hired Equipment unless explicitly agreed in writing.

Should the Hired Equipment be linked to, or used with, any other equipment, by the Customer, then the Customer takes on full liability for any damage occurring (whether to the Hired Equipment, such other equipment or else) directly or indirectly as a result thereof.

B.5. Risk and Loss

The Hired Equipment shall be at the Customer's risk from the time the Hired Equipment leaves 24:7's premises until the time it is returned and accepted by 24:7. This means that the Customer during such period is liable for any and all damage to, or loss or destruction of, the Hired Equipment (whether in full or in part), other than normal wear and tear (these standards are set solely by 24:7 and are binding on the Customer). Should 24:7 decide that the damage or defect is the result of normal wear and tear, then the Customer's sole compensation shall be replacement equipment.

In case of such loss, destruction or damage that is not the result of normal wear and tear, the Customer shall pay an amount equal to (at 24:7's discretion):

- (a) the full current new replacement price of the relevant Hired Equipment, or
- (b) the cost of repairing such Hired Equipment.

In addition thereto, the Customer shall compensate 24:7 for any additional loss, such as loss of profit, being the result of such loss, destruction or damage.

The Customer shall promptly in writing notify 24:7 of any loss, damage or defect arising during the hire period, specifying the nature of the damage/defect. If 24:7 is not notified promptly, and in no case later than one working day after the discovery of the damage or defect (or after when such damage/defect should reasonably have been discovered), then the Customer will lose his right to replacement equipment (and to other compensation of whatever kind and nature).

All transports, even if arranged by 24:7, are at the Customer's risk (and, for the avoidance of doubt, at the Customer's cost).

B.6. Insurance

The Customer shall see to that the Hired Equipment is covered by insurance during the hire period. Such insurance must cover the Customer's liability under Section B.5. above. On 24:7's request, an insurance certificate shall be shown upon collection of the Hired Equipment. 24:7's acceptance of such insurance certificate does not reduce or alter the Customer's liability pursuant to section B.5. above. Nor does such acceptance mean that 24:7 has agreed that the insurance is sufficient for its purposes.

It may be possible to insure the Hired Equipment through 24:7 and its insurance company. Should the Customer wish to investigate such possibility, the Customer must contact 24:7 for further details. Such insurance is only valid after written confirmation is received from 24:7 that the insurance has been approved and is applicable and then on the terms provided by 24:7.

B.7. Instructions

It is the Customer's responsibility to see to that all instructions from 24:7 or 24:7's personnel are at all times followed by the Customer, the Customer's personnel or any other persons handling the Equipment on behalf of the Customer or while in Customer's care. If such instructions are not followed, the Customer shall carry all costs that follow from such failure (including service costs to that could reasonably have been avoided, should the instructions have been followed).

B.8. Care

It is the Customer's responsibility to see to that the Hired Equipment is handled and transported in such way that it is not damaged or stolen. The Customer is hereby notified that the Hired Equipment is highly valuable and, as such, not unlikely to be stolen. Therefore, the Hired Equipment must at all times be kept in locked storage when not under the direct supervision of the Customer.

If the Hired Equipment is stolen, the Customer shall immediately notify the local police where the theft occurred. The Customer shall also immediately notify 24:7 and provide 24:7 with a copy of the police report.

The Customer may not attempt to dismantle, repair, adjust, service or otherwise interfere with the Hired Equipment and the Customer will be held liable for any such interference.

24:7 is not liable for any costs related to service and repair which is carried out without 24:7's prior written acceptance of such costs.

No markings, stickers or other type of identification may be removed from the Hired Equipment.

The Hired Equipment shall be returned well cleaned and in the same condition as it was when the Customer received it from 24:7, fair wear and tear excepted. If in 24:7's opinion, additional cleaning (internal or external) or any technical checks are required, then the Customer shall pay for this at the normal rates charged by 24:7 for this kind of work. Alternatively, 24:7 may use another company for such services, in which case the Customer shall pay the same fee to 24:7 as such company charges 24:7.

B.9. Replacement of Hired Equipment

Upon notification of theft, damage or defects, 24:7 shall make reasonable efforts to provide replacement Hired Equipment to the Customer. However, 24:7 shall not be under any obligation to provide replacement Hired Equipment when any damages or defects are the result of the Customer being in breach of the contract between the parties (including the General and Special terms).

Transport costs for replacement Hired Equipment shall be borne by the Customer.

B.10. Right to access – Right to enter

Upon notice, 24:7 shall be given access to the Hired Equipment for the purpose of inspecting, testing, repairing, servicing or taking possession of the Hired Equipment. 24:7 shall be entitled to enter into any premises where 24:7 believes that the Hired Equipment is reasonably located. If the Customer keeps the Hired Equipment on the premises of a third party, then the Customer shall arrange that 24:7's right to enter is made part of any agreement with such third party.

**C. Special Terms – Studios and Studio Equipment
(Terms applicable to rental of Studios and Studio Equipment)**

C.1. Access

The Studio and Studio Equipment will be accessible to the Customer as from the date and time indicated on the contract with the Customer.

C.2. Rental period

Unless otherwise agreed, the Studio is rented on a daily basis (Day Rent). A Day Rent is a rental of up to ten (10) consecutive hours. Overtime charges apply to Day Rents beyond ten (10) consecutive hours. 24:7 cannot guarantee that the Premises will be available after the Day Rent hours. Studio Equipment will be rented during the same period as the Studio.

The time computed for rental begins at the arrival of the first of Customer's personnel to the Studio, however in no case later than 8.30 am on the first day of the rental period and ends by the end of the rental period as indicated by the Contract or until the last member of the Customer's personnel leaves the Studio, whichever is the latest. For the avoidance of doubt, rent will be charged at the full Day Rent rate set out in the price list also for the first day after the last day of the rental period if the Studio is not left by 08.30 am said day.

C.3. Rental charges

The Studio rent includes the Studio and such Studio Equipment as is enumerated in the contract.

In addition to the price agreed upon between the Parties, 24:7 will charge the Customer in accordance with its price list for any additional services, such as hire of additional Hire/Studio Equipment , overtime, office service charges (phones, copier, printers, computers etc) damage to the Studio and Studio Equipment and/or cleanup fees.

- A. The rental fee will be invoiced no later than on the first day of the rent. The invoice shall be paid within 30 days of the date of 24:7's invoice.
- B. At the request of 24:7, the Customer shall provide 24:7 with a cash deposit corresponding to the entire rental fee (or, at 24:7's discretion, part thereof).
- C. 24:7 is free to refuse the Customer taking possession of the Studio if payment/deposit has not been made in accordance with Sections a-b above.
- D. Cancellation of booked or reserved Studio will incur a cancellation charge equal to 100 % of the rental fee for the period originally booked or reserved.

C.4. Terms of use

The Customer, its employees and persons contracted by the Customer are the only persons (i) permitted access to the Premises and (ii) to use the Studio and Studio Equipment. Such persons shall be able to identify themselves as the Customer's employees or as contracted by the Customer, as the case may be.

Studio Equipment must not under any circumstances leave the Premises. Without limiting the generality of the foregoing, the Customer may not sell, lend or otherwise dispose of the Studio Equipment and may not allow the Studio Equipment to be subjected to any lien or security interest.

The Customer shall ensure that only those employees having appropriate qualifications, training and experience use the Studio and Studio Equipment. 24:7 reserves the right to determine minimum crew requirements needed for safe operation of the Studio and the Equipment.

The use of the Studio is strictly limited to usage set forth in the contract with Customer and may not be used for any other purposes.

No smoking is allowed on the Premises with the exception of certain dedicated smoking areas. Smoking may however be permitted in the Studio if it is scripted for a certain scene that is to be

recorded in the Studio (and then only for such scene), but only after prior written approval by 24:7. Such approval shall not be construed as generally allowing smoking within the Premises or Studio.

No animals are allowed in the Premises. Animals may however be permitted in the Studio if it is scripted for a certain scene that is to be recorded in the Studio (and then only for such scene), but only after prior written approval by 24:7. For the avoidance of doubt, such approval shall not be construed as generally allowing animals within the Premises or Studio.

The Customer shall ascertain that its employees and all persons contracted by the Customer maintain professional standards and practices when in the Premises.

Construction (except the installation and disassembly of Studio Equipment) is only allowed after 24:7's prior written approval. No Studio wall, ceiling or floor surface may have any item attached to it. Cost to repair any damage to the Studio or Studio Equipment will be charged the Customer.

The Customer shall upon taking possession of the Studio inspect it and technically check any Studio Equipment and its functions. The Studio and Studio Equipment shall be deemed to be free of damage and defects at the time Customer taking possession, unless the Customer within 3 hours thereafter in writing informs 24:7 of any damage and defect, and specifies its nature.

Except where otherwise agreed in writing, the Studio must not be used for extreme recordings (including but not limited to salt/water/cold/heat/dust/sand/chemicals and fire) nor used for any hazardous assignments, since such usage will only be allowed under special terms and with special insurance.

The Studio must not be used in conflict with Swedish law and not for pornographic or similar purposes. If this happens, then 24:7 is entitled to cancel the contract with immediate effect.

Tapes and other disposable goods are not included in the rent of the Studio/Studio Equipment unless explicitly agreed in writing.

C.5. Instructions

It is the Customer's responsibility to see to that all instructions from 24:7 or 24:7's personnel are at all times followed by the Customer, the Customer's staff and any other persons entering the Premises or handling the Studio Equipment on behalf of the Customer or while in Customer's care. If such instructions are not followed, the Customer shall carry all costs that follow from such failure (including service costs to that could reasonably have been avoided, should the instructions have been followed).

Separate user instructions may be provided by 24:7 and shall then be followed at all times.

C.6. Risk and Loss

The Studio (including Studio Equipment) shall be at the Customer's risk from the time the Customer takes possession of the Studio until when the Customer leaves the Studio and the Studio is accepted by 24:7. This means that the Customer during such period is liable for any and all damage to, or destruction of, the Studio and Studio Equipment (whether in full or in part), other than normal wear and tear (these standards are set solely by 24/7 and are binding on the Customer). Should 24:7 decide that the damage or defect is the result of normal wear and tear, then the Customer's sole compensation shall be 24:7 repairing or replacing whatever is defect or damaged. Alternatively, 24:7 may, in its sole discretion, offer other studio to the Customer.

In case of such loss, destruction or damage that is not the result of normal wear and tear, the Customer shall pay an amount equal to (at 24:7's discretion):

- (c) the full current new replacement price of any the relevant parts of the Studio or Studio Equipment, and/or
- (d) the cost of repairing the Studio and/or the Studio Equipment.

The Customer shall promptly in writing notify 24:7 of any loss, damage or defect arising during the rental period, specifying the nature of the damage/defect. If 24:7 is not notified promptly, and in no case later than three hours after the discovery of the damage or defect (or after when such damage defect should reasonably have been discovered), then the Customer will lose his right to compensation of whatever kind and nature.

All transports, even if arranged by 24:7, are at the Customer's risk.

C.7. Insurance

The Studio and Studio Equipment shall be covered by insurance during the hire period. Such insurance must cover the Customer's liability under Section C.6 above. An insurance certificate shall on request be shown to 24:7 upon taking possession of the Studio. 24:7's acceptance of such insurance does not reduce or alter the Customer's liability pursuant to section C.6 above. Nor does such acceptance mean that 24:7 has agreed that the insurance is sufficient for its purposes.

C.8. Care

The Customer is notified that the Studio Equipment is highly valuable and, as such, not unlikely to be stolen. Therefore, the Studio Equipment must at all times be kept in locked storage and or in the Studio (which shall be locked) when not under the direct supervision of the Customer.

If the Studio Equipment is stolen, the Customer shall immediately notify the police. The Customer shall also immediately notify 24:7 and provide 24:7 with a written copy of the report to the police.

The Customer may not attempt to dismantle, repair, adjust, service or otherwise interfere with the Studio Equipment and the Customer will be held liable for any such interference.

24:7 is not liable for any costs related to service and repair or else which is carried out without 24:7's prior written acceptance of such costs.

The Customer shall arrange for the Studio and Studio Equipment to be left well cleaned, in good order and returned to their original condition, fair wear and tear excepted. If this is not the case, then the Studio shall not be deemed left by the Customer. Instead rent will be charged for the Studio at the full Day Rent rate set out in the Price List for each day until 24:7 has had the Studio and Studio Equipment cleaned and restored, which will be done by 24:7 without unnecessary delay.

If in 24:7's opinion, additional cleaning or any technical checks are required, then the Customer shall pay for this at the normal rates charged by 24:7 for this kind of work. Alternatively, 24:7 may use another company for such services, in which case the Customer shall pay the same fee to 24:7 as the company charges 24:7.

C.9. Right to access – Right to enter

24:7 shall at all times be allowed access to the Studio and Studio Equipment.

D. Special Terms (Technical Services)
Terms applicable to 24:7's Technical Services to Customers

D.1. Technical Service

24:7 shall provide such service, maintenance and repair as is indicated in the service order, which order shall be confirmed by 24:7. Such confirmed service order shall constitute the contract between the parties.

D.2. Quotation

Upon the Customer's request, 24:7 will provide a quotation of the work needed to be carried out on the Technical Service Equipment and any needed replacing parts. The quotation will be provided at the Customer's expense and based on time spent preparing it (minimum time charge being 1,0 hour). If the Customer accepts the quotation, then the Technical Services shall be carried out in accordance with such quotation. If the quotation is not accepted and no other arrangement is made between the Parties, then the Technical Service Equipment shall promptly be collected by the Customer from 24:7's premises.

If the quotation is marked as preliminary, approximate, estimate or any similar terminology, then the quotation is an estimate only and 24:7 accepts no responsibility should the costs exceed the quotation. However, in the case of such preliminary quotation, 24:7 undertakes to inform the Customer as soon as there are reasonable indications that the factual costs will deviate materially from the preliminary quotation. If so, the Customer shall have the opportunity to cancel any additional measures and only pay for work so far carried out and, in addition thereto, any material used or ordered by 24:7 (unless such material can be returned by 24:7 to the supplier without fees).

D.3. Time schedule and delays

24:7 will use reasonable efforts to finalise the Technical Services by the estimated finishing date indicated on the service order. However, such date is an estimate only and accordingly 24:7 accepts no liability should such estimated date not be complied with.

24:7 shall use reasonable efforts to notify the Customer of any delay in the Technical Services.

D.4. Warranty

24:7 will render the Technical Services with due care and skill and warrants all installed technical products for the same period as 24:7's supplier provides warranty for such technical products. Unless otherwise stated, 24:7 provides a three month warranty on rendered Technical Services.

24:7's liability with regards to the Technical Services shall be limited to remedying the default by the repair or replacement of the defective parts or equipment. Such replacing part may be new or equivalent to new. 24:7 may, at its discretion, use other than the defected product for replacement provided that the replacement product in all material respects has equivalent functionalities.

D.5. Complaints

The Customer must advise 24:7 in writing of any errors or shortcomings to the Technical Services. The complaint shall contain clear information on the nature and extent of such error or shortcoming. Complaints must be made as soon as the error/shortcoming is discovered and in no case later than 10 days after the expiration of the warranty described in section D.4. above. Complaints later than that will not be accepted.

D.6. Delivery and return

The Customer shall be responsible for both delivering and collecting the Technical Service Equipment.

The Technical Service Equipment shall be delivered to, and collected from, 24:7s premises.

24:7 will only allow the Technical Service Equipment to be collected by the Customer's personnel who can, on 24:7's request, identify themselves as such.

Should the Customer not collect the Technical Service Equipment from 24:7's premises as per 24:7's instructions, then 24:7 is entitled to return the Technical Service Equipment to the Customer.

D.7. Service charges

Unless a fixed price is agreed in the contract or follows from 24:7's pricelist, then the Customer will be charged on an hourly basis (minimum time charge being 1,0 hour) based on the time spent servicing the Technical Service Equipment. In addition to the hourly fee, the Customer shall pay compensation for material and replacing parts used carrying out Technical Services.

- A. The service charge will be invoiced after the service has been carried out. The invoice shall be paid within 30 days of the date of 24:7's invoice.
- B. At the request of 24:7, the Customer shall provide 24:7 with a cash deposit corresponding to the entire estimated service charge (or, at 24:7's discretion, part thereof) upon either delivery of the Technical Service Equipment to 24:7.
- C. 24:7 is free to refuse the Customer to collect the Technical Service Equipment if payment has not been made in accordance with Sections a-b above and/or if 24:7 else has claims on the Customer.

Technical Services will normally be provided at 24:7's offices. Should Technical Services be provided elsewhere, the Customer will be charged for travelling time back and forth to the location where the Technical Services are carried out. The Customer shall compensate 24:7 for per diem, lodging and other expense reimbursements regarding 24:7's personnel. For the avoidance of doubt, travelling costs are not included in the hourly price and will be charged as a reimbursement.

D.8. Customer's obligations

Customer shall ensure that 24:7 receives all necessary and requested information for the performance of the Technical Services in the form indicated by the accepted service order. Such information includes a detailed description of the problem and sufficient description of when and under what circumstances it occurred. The Customer shall be responsible for the correctness of the information supplied to 24:7 from the Customer.

D.9. Risk and Loss

The Technical Service Equipment shall be at the Customer's risk until it is delivered to 24:7's premises and accepted by 24:7. The Technical Service Equipment will again be at the Customer's risk as from the time when 24:7 has notified the Customer that the Technical Service Equipment is ready to be collected at 24:7's premises.

All transports, even if arranged by 24:7, are at the Customer's risk (for the avoidance of doubt, such transports are also at the Customer's cost).

D.10. Borrowed equipment

Should the Customer, while 24:7 is servicing its equipment, borrow replacement equipment from 24:7, then Special Terms B shall be applicable on such borrowed equipment.

E. Special Terms (Consultancy Services)

Terms applicable when 24:7's provides Consultancy Services to Customers

E.1. Consultancy Services

24:7 shall provide the Consultancy Services outlined in the assignment order, which order shall be confirmed by 24:7. Such confirmed assignment order shall constitute the contract between the parties.

The Consultancy Services shall be carried out at such location as is indicated by the accepted assignment order.

The Customer may not modify the assignment without prior written consent of 24:7.

Cancellation of an assignment within 48 hours of the scheduled time for commencement will incur a cancellation charge equal to 50% of the charge for the period originally booked. If the an assignment is cancelled less than 24 hours before scheduled time of commencement, then a cancellation charge equal to 100% of the charge for the period originally booked will be applicable.

Once the assignment has commenced, the Customer is entitled to cancel as yet unperformed parts of the assignment, however in such case the Customer shall pay the same amount as would have been paid, should the assignment have been completed.

E.2. Time schedule and delays

Assignments shall be performed during the period set out by the confirmed assignment order.

24:7 accepts no liability for delays in the assignment, unless such delays are the direct result of 24:7's errors or neglect by 24:7 and 24:7's personnel.

E.3. Quality

24:7 shall ensure that its personnel perform all assignments in a professional and workmanlike manner.

E.4. Exchange of personnel, sickness etc

24:7 has the right to exchange its personnel during the assignment.

At unplanned absence (sickness etc) of 24:7's personnel, 24:7 shall make reasonable efforts to provide a replacement without unreasonable delay; but undertakes no further liability.

E.5. Service charges

Unless a fixed price is agreed in the confirmed assignment order or follows from 24:7's pricelist, then the Customer will be charged on an hourly basis (minimum time charge unit being 0,5 hours) based on the time spent providing Consultancy Services. The Customer will be charged also for travelling time back and forth to the location where the consultancy services are carried out.

24:7 will invoice the Customer at such intervals as 24:7 deems appropriate

- A. 50 per cent of the estimated service charges shall be paid in cash before 24:7 commences the assignment. The remaining amount shall be paid within 30 days of the date of 24:7's invoice.
- B. As an alternative, 24:7 may in its sole discretion demand that the entire estimated service charges (or, at 24:7's discretion, part thereof) are paid in cash before commencement of the assignment.
- C. 24:7 is free to refuse to start the assignment if payment has not been made in accordance with Sections a-b above.

The Customer shall compensate 24:7 for per diem, lodging and other expense reimbursements regarding 24:7's personnel and which are due to the assignment. For the avoidance of doubt, travelling costs are not included in the price and will be charged as a reimbursement.

E.6. Instructions

It is the Customer's responsibility to see to that all instructions from 24:7 or 24:7's personnel are at all times followed by the Customer, the Customer's personnel and any other persons acting on Customer's behalf. If such instructions are not followed, the Customer shall carry all costs that follow from such failure (including service costs to that could reasonably have been avoided, should the instructions have been followed).

E.7. Customer's obligations

Customer shall ensure that 24:7 receives all necessary and requested information for the performance of the Consultancy Services as indicated by the confirmed assignment order. Such information (to be included in the assignment order) includes at a detailed description of the assignment, time period during which the assignment shall be carried out and any other information as 24:7 may reasonably need in order to carry out the assignment.

The Customer shall actively contribute to the assignment being carried out in the intended manner. This, inter alia, means that the Customer also throughout the assignment shall provide 24:7 with all necessary and requested information.

The Customer shall be responsible for the correctness of the information supplied to 24:7 from the Customer.

The Customer shall inform 24:7's personnel who will work for the Customer about laws and regulations as well as internal instructions and routines related to the Customer's activities and to otherwise take all necessary precautions to prevent 24:7's personnel from being subject to sickness or accidents.

E.8. Equipment rented from 24:7

Should the Customer have rented Equipment from 24:7 and, in addition thereto, a contract be entered into between the Customer and 24:7 for service and maintenance (or similar) with regards to such Equipment then this shall not (with the exception outlined below) mean that Customer's liability pursuant section B (Special Terms for Equipment) is changed. Nor does it mean that 24:7 has taken on any responsibilities with regards to risk, loss or care of the Equipment with the exception that the Customer shall not be liable if the Customer can show that the goods is damaged, lost or destroyed as a direct result of 24:7 personnel's negligence. With regards to section B.8 (Care) it is noted that if 24:7's personnel has undertaken to handle maintenance during the rental period, this will not limit 24:7's right to – should it be necessary – arrange for additional cleaning and/or technical checks at the Customer's expense.

E.9. Complaints

The Customer must advise 24:7 in writing of any errors or shortcomings to the Consultancy Services. The complaint shall contain clear information on the nature and extent of such error or shortcoming. Complaints must be made as soon as the error/shortcoming is or should reasonably have been discovered.

After receiving complaints or criticism, 24:7 shall (unless the assignment is already terminated) be afforded the opportunity to rectify errors or shortcomings within a reasonable period, such as replacing the employee against whom the complaint is made, before the Customer submits a claim for compensation.

To convey a right of compensation, damage claims against 24:7 shall be preceded by a complaint and shall be received by 24:7 no later than ten days from the close of the assignment to which the complaint is conveyed.

If complaints are presented later than that, or in other than stipulated form, the Customer loses all rights to remedies (including compensation).

Complaints shall (unless minor) be lodged to 24:7 directly and not to 24:7's personnel carrying out the assignment

E.10. Limitation of liability

With the limitations stated below, 24:7 is liable to the Customer only for direct damage suffered by the Customer due to errors or neglect by 24:7 and 24:7's personnel. Damage liability only covers compensation for direct loss and in no case shall 24:7 be liable to the Customer (or any other company or person) for any indirect or consequential loss, injury or damages of any nature whatsoever (including but not limited to loss of profits, loss of production and loss of sales). Including, but without limiting the foregoing, 24:7 shall not be liable for any loss or damage suffered as a result of delays, business interruption or stoppage in production

Under all circumstances (thus also for personal injuries), 24:7's liability shall always be limited to the price paid by the Customer for the relevant (but no other) assignment.

24:7 does not stand liable to the Customer for any loss caused to other parties (third party, customer's customer etc).

24:7 is in no way liable for loss caused by faulty or insufficient instructions, defective management, or defective supervision of personnel from Customer, nor for loss considered normal or foreseeable in the Customer's business or activities.
