

SOUBRIER ANTIQUITÉS  
Public limited company

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## **RENTAL TERMS AND CONDITIONS**

### **I. AVAILABILITY OF ITEMS**

A quotation is not considered to be a reservation. A quotation issued by Soubrier must be confirmed by a purchase order or a written agreement. Soubrier grants the rental of its items to the first client who confirms the rental by purchase order or written agreement. Consequently, Soubrier cannot guarantee the availability of the items in the period between the client's request for a quotation and the reception of the purchase order or written agreement from the client.

### **II. CANCELLATION FEE**

For any reservation of items confirmed by a purchase order or written agreement and subsequently cancelled, Soubrier will charge a cancellation fee amounting to 50% of the total rental value of the cancelled items. No items shall be prepared without a purchase order or written agreement.

### **III. TRANSPORTATION CONDITIONS**

A. The client agrees to make all necessary arrangements for the transportation of the rented items according to their nature, fragility, quantity and volume. The client must use qualified transporters and carriers operating closed trucks equipped with side rails, straps and moving blankets.

B. Soubrier can refuse the transportation of certain items if the above-mentioned conditions are not met.

## **IV. DURING THE RENTAL TERM**

A. The client agrees to insure all rented items at their replacement value. Such value may be provided to the client upon request.

B. The client agrees to ensure the safety of all rented items from the moment they are picked up from Soubrier until they are returned to Soubrier.

C. The client agrees to maintain the rented items in their original condition without making any changes or repairs without the written consent of Soubrier.

D. The client agrees to respect the safety rules given by Soubrier for certain specific items. Soubrier can not be held responsible for any accident, deterioration or any other damage that may occur due to the failure to comply with these rules.

E. Upon acceptance of the rented items, the client has 24 hours to inform Soubrier of any defect noticed in the rented items, irrespective of the nature of the defect.

F. The client agrees to make sure that all labels indicating Soubrier's property of the items remain intact and are not removed.

## **V. RATES, PAYMENTS, VAT, DEPOSIT AND DAMAGE FEE**

### **• RENTAL RATES**

Soubrier's rental rates apply for a fixed minimal period of fifteen days. This rental period can be extended by renewals at decreasing rates.

- Rental rate for a third week: 50% of the rental value of the first fortnight.
- Rental rate for a second fortnight: 70% of the rental value of the first fortnight.
- Rental rate for a third fortnight: 50% of the rental value of the first fortnight.

### **• PAYMENTS**

All payments are due on pick-up of the items, unless otherwise agreed.

### **• VALUE ADDED TAX (VAT)**

Soubrier prices are subject to VAT (20%).

The following clients are exempt from VAT:

- Clients from an EU country: exemption from VAT, article 259B of the CGI, VAT due by the lessee.
- Clients from a non-EU country: exemption from VAT, article 262-ter of the CGI.

This applies even if the film shooting or the event takes place in France.

However, in order to be exempted from VAT, clients from an EU country must provide their intracommunity VAT number. VAT is not applicable for reverse charge.

### **• DEPOSIT**

A deposit will be requested prior to pick-up. The deposit will be refunded once all rental and/or indemnity payments have been made.

### **• DAMAGE FEE**

A damage fee will be payable to Soubrier for any loss or deterioration caused to any of the rented items.

## **VI. COPYRIGHT**

The client is responsible for any and all research regarding any and all copyrights of the rented item. Soubrier can not be held responsible for any infringement of copyright in any way whatsoever. In the event that Soubrier is the owner of a rented item's copyright, Soubrier will certify this ownership to the client by sworn statement.

## **VII. EXCLUSIVE JURISDICTION**

These rental terms and conditions are under French law and any claim or request that may arise from them shall fall under the exclusive jurisdiction of Tribunal de commerce de Paris (Paris Commercial Court).