



## **LUNA REMOTE SYSTEMS LIMITED**

### **WET HIRE CONDITIONS OF BUSINESS**

#### **1. DEFINITIONS**

1.1 Luna: Refers to Luna Remote Systems Ltd., a UK company located at Unit K, Caxton Court, Caxton Way, Watford, WD18 8RH.

1.2 The Customer: The person hiring equipment or purchasing goods and/or services from Luna, including their successors and permitted assignees.

1.3 Equipment: The broadcast and cinematography equipment, along with any related accessories, owned or leased by Luna and hired by the Customer.

1.4 Crew: Luna's staff and any freelancers provided to the Customer for a fee.

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#### **2. RENTAL FEE**

2.1 The Customer agrees to pay Luna the Rental Fee, as specified in the quotation or estimate provided by Luna. This fee is for the rental of Equipment and Crew. Luna reserves the right to change rates in future quotations without prior obligation.

2.2 For domestic rentals, the Rental Fee is calculated from the time of delivery until Luna's equipment has been returned and checked.

2.3 Payment must be made in the local currency of Luna's office issuing the invoice, within 30 days of the invoice date. However, Luna reserves the right to require full or partial payment prior to delivery if Luna so requires. Late payments incur interest at 11.2% per month, and the parties agree that such default interest is not a penalty but is a true measure of damages incurred by Luna. Payments received from the Customer will be credited first against any default interest and all such charges shall be payable on demand. In the event that the Customer fails to pay when due, the Customer shall be liable for all out-of-pocket costs incurred by Luna in collecting such amounts, including but not limited to reasonable outside legal costs and disbursements on a lawyer client basis.

2.4 The Customer will be solely responsible for any and all taxes, transportation charges, duties, broker fees, bond, and all other costs arising out of the Customer's hire, use or transportation of the Equipment or otherwise resulting from the customer's hire of the Equipment.

2.5 If any payment is voided by law, the Customer remains liable for the payment, and Luna's rights and obligations remain intact.

2.6 Unless otherwise agreed, the hire of ground based remote camera systems such as rails, heads, cranes and Towercam's a confirmation must be made in the form of written confirmation or a purchase order from the customer no later than seven days before the first day on location. Thereafter a 50% cancellation charge will be incurred up to 48 hours prior to the first day on location where a 100% cancellation charge will be incurred.

For aerial wire-cam systems or contracts equating to £100,000 or more we require a confirmation in the form of written confirmation or purchase order a minimum of four weeks before the first day on location. Should our services be cancelled there after a 50% charge will be charged up to 7 days before the first day on location when a 100% will be incurred.

2.7 Unless otherwise agreed, or aerial wire-cam systems or contracts equating to £100,000, 50% of the total quotation must be paid on the first day of hire, with the remaining 50% due within 30 days from the last day of hire.

2.8 For first-time customers, 100% payment must be made upfront.

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### 3. EQUIPMENT USE

3.1 Luna shall be responsible for the collection and return of the Equipment except where prior alternate arrangements are made with the Customer. Luna shall have absolute discretion as to the mode of delivery and the Customer shall, at all times bear the risk and the cost of delivery unless otherwise agreed by Luna. Delivery (including for the purposes of risk of loss) of the Equipment to the Customer shall be deemed to have taken place when the Equipment is placed on the vehicle or with a carrier which is to take it from Luna's place of business to the Customer's specified location ("Delivery").

3.2 The Customer shall return any items of the Equipment that are hired without crew at the Customer's expense to Luna's place of business in the same condition as when received by the Customer, subject to reasonable wear and tear.

3.3 The Customer shall: (a) not use the Equipment for any purpose other than image capture and related electrical distribution of the Customer's project and related matters (e.g. as tests, titles, added scenes, retakes and trailers); (b) not lend, sublet, pledge, or otherwise dispose of or encumber the Equipment, or permit anyone other than the Customer, persons under the Customer's direction and control (having appropriate qualifications and experience), or Luna, to have possession of, use, examine or evaluate the Equipment; (c) not modify or disassemble the Equipment, except for the purpose of normal cleaning and maintenance in accordance with Section 3.6 below; (d) not attach anything to the Equipment by any means that causes damage to the Equipment; (e) take all reasonable precautions to avoid loss or damage to the Equipment during the period of hire; (f) advise Luna of any fault in the Equipment, within 24 hours of Customer's discovery of such fault; (g) not, without the prior written consent of Luna, use the Equipment on any abnormal or hazardous assignment or transport the Equipment from the ground other than on a regular scheduled flight by a reputable airline.

3.4 Luna shall have the right to inspect the Equipment or observe its use provided that Luna has given the Customer not less than 24 hours' notice and such inspection is conducted during normal business hours at Luna's own expense and does not interfere with the production of the Customer's project. 3.5 The Customer acknowledges that Luna may enter into or upon any such premises where the Equipment may be in order to remove the Equipment, without prejudice to the rights of Luna to recover from the Customer any monies due hereunder or any damages for breach hereof and the Customer indemnifies Luna in respect of any claims, damages or expenses arising out of any action taken under this clause.

3.6 Normal cleaning and maintenance are covered by Luna, but abnormal wear and tear is the Customer's responsibility.

3.7 The Customer's use of the Equipment is strictly as a renter, and no ownership or intellectual property rights are transferred.

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### 4. CREWING

4.1 CLuna Remote Systems is responsible for providing crew and technicians for setup and maintenance, unless otherwise agreed upon in advance.

4.2 Luna will select the Head Operator from a list of trained and approved personnel.

4.3 The Customer agrees to cover all costs and expenses related to the travel, accommodation, and food for crew members provided by Luna, as outlined in any quote issued by Luna. The Customer is responsible for crew transport and/or accommodation when working past 11:00 PM or starting before 8:00 AM, as well as for providing meals. If meals are not provided, meal costs will be added to the invoice.

4.4 A per diem charge of a minimum of £35 per day will apply for jobs outside of London

4.5 Overtime charges for crew will be the responsibility of the Customer, as specified in the quote.

Standard day: 10 hours  
1.5x rate: 10–12 hours  
2x rate: Over 12 hours

4.6 Any crew provided by Luna has the final say on whether the equipment may be used or deemed safe. The Customer agrees to accept the crew's decision as final. Luna accepts no liability or responsibility should the Customer disregard any warnings or advice given by the crew.

4.7 Location Safety and Security. The Customer is responsible for ensuring that the location is safe and has adequate security to protect the crew, enabling them to perform their duties without interference from the general public. Any injuries resulting from unsafe working conditions at the location will be at the Customer's expense.

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## 5. CREDIT

5.1 The Customer agrees that all credit terms will be governed by the Luna Credit Memorandum.

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## 6. RISK,DAMAGE, LOSS AND INSURANCE

6.1 The Customer assumes the risk of the Equipment from the time of delivery until it is returned, although Luna’s acceptance of the return does not relieve the Customer of responsibility for loss or damage.

6.2 In the event that Equipment is lost, stolen, missing, destroyed, or damaged beyond repair while at the risk of the Customer, the Customer shall be liable for and agrees to compensate Luna for the greater of replacement cost (without deduction for depreciation) or the insurance value prescribed on Luna’s schedule of insurance values, which is available upon request and subject to update from time to time. Furthermore, with respect to any lost, stolen, missing, destroyed or damaged equipment, the Customer agrees to compensate Luna for the Luna list price Rental Fee for the Equipment until the Equipment is repaired or replaced at the customers cost at a cost of three daily hires per week.

6.3 The Customer shall, at their expense, obtain and maintain in full force and effect insurance in compliance with Section 6.3(a) covering any and all liability, claims, demands, actions, causes of action, loss, costs, damage and expenses arising out of or based upon the use or possession of the Equipment or the present or future fitness, quality, design, condition, repair, merchantability, functioning, performance or malfunctioning of the Equipment, or its material or workmanship, no matter how caused or occasioned, but excluding gross negligence or wilful misconduct of Luna, its officers, directors, employees, agents, or representatives. Such insurance shall be written by reputable insurance carriers maintaining an AM Best Rating of A- and financial size 5 and must include an extension to include hire charges incurred on lost or damaged Equipment whilst it is being replaced or repaired in accordance with Section 6.2. The Customer’s insurers must be the primary insurers of the Equipment during the Term and coverage shall be written on a non contributor basis. Prior to delivery of the Equipment, the Customer shall provide to Luna valid certificates of insurance complying with Section 6.3(a). The Customer shall provide Luna with at least 30 days prior notice of any proposed modification, alteration or cancellation of any such insurance. The Customer agrees to inform its nominated insurer where any Equipment may be subjected to abnormal or hazardous conditions or possible damage by foreign materials such as salt, water, dust or sand so that full and appropriate insurance cover may be affected. Notwithstanding anything else in this section, the Customer shall remain primarily liable to Luna pursuant to the provisions of Sections 6.1 and 6.2 and Luna may enforce its remedies hereunder directly against the Customer without proceeding against the insurer.

6.3(a) Minimum Insurance Requirements

TYPE OF COURAGE	LIMITS	WORDING REQUIREMENTS
Commercial general liability insurance	£5,000,000 GBP per Occurrence £` 0,000,000 GBP aggregate	Luna named as an additionally insured and foreign territory extension, if filming outside the country of the Luna office issuing invoices for rental of the Equipment
Miscellaneous equipment floater	Equipment value B, plus £500,000 (five hundreds thousand) GBP	Luna named as the loss payee with worldwide coverage. Replacement cost basis without deduction for depreciation. Loss of use extension/continuation of hire
Workers Compensation Insurance	As required by applicable insurance	

6.4 In the event of loss or damage to the Equipment, the Customer shall:  
(a) Notify Luna immediately (and the police if needed) and take all reasonable steps to recover it.  
(b) Provide Luna with a written report as soon as possible, including details and any required evidence.

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## 7. LIMITATION OF LIABILITY & INDEMNITY

7.1 Luna's responsibilities regarding the Equipment are strictly limited to those outlined in Sections 3.1 and 3.6. The Customer acknowledges and agrees that Luna (including any master lessor of the Equipment) shall not be liable for any indirect, incidental, special, consequential, or exemplary damages. This includes, but is not limited to, loss of profits, loss of use, or any other damages arising from the fitness, quality, design, condition, repair, merchantability, performance, or malfunction of the Equipment, its materials, or workmanship.

7.2 The Customer waives, releases, and agrees to defend, indemnify, and hold harmless Luna, its affiliates, related companies, and each of their respective officers, directors, employees, shareholders, agents, representatives, insurance carriers, successors, licensees, and assigns from any liability, claims, subrogation rights, demands, actions, causes of action, losses, costs, damages, and expenses (collectively, "Claims"). This includes Claims resulting from the Customer's breach of these Conditions of Business, subrogation claims from the Customer's insurers, or the Customer's use, possession, operation, or transport of the Equipment, including its preparation and testing (whether or not conducted on Luna's premises). However, this indemnity does not extend to Claims arising from Luna's gross negligence or willful misconduct.

7.3 Luna's failure to enforce strict compliance with any term or condition of this agreement shall not be considered a waiver of its rights. Additionally, a waiver of one breach—whether express or implied—shall not be construed as a waiver of any subsequent breach of the same or any other provision of this agreement.

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## 8. DEFAULT & REMEDIES

8.1 A "Default" under these Conditions of Business shall occur if:

- (a) The Customer fails to pay the Rental Fee as required under these Conditions of Business, the Delivery Receipt, or periodic invoices;
- (b) The Customer engages in or permits any action that may compromise Luna's rights in the Equipment or involves illegal or improper use of the Equipment;
- (c) The Customer becomes insolvent, ceases business operations, or applies for, consents to, or is subjected to the appointment of a receiver, trustee, administrator, liquidator, or similar officer over its assets, or if insolvency proceedings are initiated under applicable law;
- (d) The Customer breaches any provision of these Conditions of Business, the Delivery Receipt, or the Luna Credit Memorandum (excluding the defaults outlined in (a), (b), or (c)) and fails to remedy such breach within two business days of receiving written notice from Luna.

8.2 In the event of a Default, Luna may:

- (a) Demand immediate payment of all outstanding Rental Fees and any other amounts due, which the Customer must pay upon demand;
- (b) Terminate the Customer's right to possess and use the Equipment, requiring the Customer to return the Equipment immediately. If the Customer fails to do so, Luna may enter any premises where the Equipment is located—at the Customer's expense—to repossess it.

Additionally, Luna retains the right to pursue any other legal or equitable remedies, which may be enforced concurrently.

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## 9. GENERAL

9.1 Nothing in these Conditions of Business creates a partnership, joint venture, or agency relationship between the parties. This agreement does not grant rights or remedies to any third party, except for indemnities or insured parties under Sections 6 and 8.

9.2 If any provision of these Conditions of Business is found to be illegal, void, or unenforceable, it shall be severed or modified to the minimum extent necessary to remain enforceable, without affecting the validity of the remaining provisions.

9.3 These Conditions of Business are binding on each party, including their parent, affiliate, and subsidiary companies, as well as their successors and assigns. However, the Customer may not assign its rights without Luna's prior written consent.

9.4 The prevailing party in any legal action, arbitration, or proceeding related to these Conditions of Business is entitled to recover reasonable legal fees and associated costs. These Conditions of Business are governed by and interpreted under the laws of England and Wales, with exclusive jurisdiction granted to the courts of England and Wales.

9.5 The Customer must comply with all applicable laws, regulations, and industry standards related to the use, shipping, handling, and transport of the Equipment, including environmental and occupational health and safety laws.

9.6 Notices: All notices under these Conditions of Business must be sent in writing to the designated recipient. Notices to the Customer shall be sent to the address in their account information, while notices to Luna shall be sent to the address listed on the Delivery Receipt or invoice, addressed to the General Manager. Notices must be sent by prepaid mail, a reputable overnight courier, facsimile with a hard copy via prepaid mail, or email with a hard copy via prepaid mail.

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## **10. EXCLUSION OF WARRANTY**

10.1 Luna provides the Equipment as-is and makes no express or implied warranties regarding its fitness, quality, design, condition, repair, merchantability, performance, or workmanship. This includes any potential malfunctions or defects.

The Customer acknowledges that it has independently determined the Equipment specified in the Delivery Receipt is suitable for its intended use. The Customer has not relied on Luna's expertise or judgment in selecting the Equipment. Before accepting delivery, the Customer is responsible for checking the Equipment's completeness, functionality, and suitability, including conducting film tests on all cameras where practicable to ensure they meet the intended production requirements.

**I ACKNOWLEDGE HAVING READ AND AGREE TO ABIDE BY THE CONDITIONS OF BUSINESS AS DETAILED IN THIS DOCUMENT**

**Signed:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Company:** \_\_\_\_\_

**Position:** \_\_\_\_\_

**Date:** \_\_\_\_\_