

**CINEGEAR (S) PTE LTD**  
**CINEGEAR BROADCAST PTE LTD**  
**CINEGEAR STUDIO PTE LTD**  
**CINEGEAR PICTURES PTE LTD**  
**CINE MOTION PTE LTD**  
**CINE HUB PTE LTD**

**GENERAL TERMS AND CONDITIONS**

(as at 8th October 2021)

**1. Application of these General Terms and Conditions**

- 1.1. These General Terms and Conditions (“GTC”) are expressly incorporated into any contract (“Contract”) entered into between the Company and you (as the customer of the Company (“Customer”) in relation to the rental / hire of any item (equipment or logistic vehicle, etc) (“Item”) supplied by the Company. The “Company” shall be the entity who issues the Quotation to Customer pursuant to cl. 4.1 below and it may be one of the following companies:-
  - 1.1.1. Cinegear (S) Pte Ltd;
  - 1.1.2. Cinegear Broadcast Pte Ltd;
  - 1.1.3. Cinegear Studio Pte Ltd;
  - 1.1.4. Cinegar Pictures Pte Ltd;
  - 1.1.5. Cine Motion Pte Ltd; or
  - 1.1.6. Cine Hub Pte Ltd.
- 1.2. The Company reserves the right to amend, modify, change any of the GTC at any time at the Company’s sole and absolute discretion. Such amendments, modifications and changes to the GTC shall be immediately effective upon posting of the same on the Company’s website at ([www.cinegear.biz](http://www.cinegear.biz)) (“Website”)
- 1.3. By the Customer assessing the Website and using it to submit any order with the Company for the rental / hire of any Item, the Customer agrees to be bound by the GTC that are effective and applicable as at the date such order is accepted by the Company. If the Customer does not agree with any provision or part of the GTC, the Customer should cease any use of the Website and should not place any order via the Website.
- 1.4. The Contract and the GTC shall constitute the entire agreement between the Company and the Customer and shall supercede any prior written or oral agreements, representations or promises.
- 1.5. In the event of any conflict or inconsistency between the provisions of the Contract and the GTC, the provisions in the Contract shall prevail.

## **2. Governing law & Jurisdiction**

- 2.1. The Contract and these GTC are governed in all respects by the laws of Singapore.
- 2.2. The Company and the Customer submits to the exclusive jurisdiction of the Courts of Singapore to resolve any disputes arising out of or in connection with the Contract or the GTC.

## **3. Order**

- 3.1. Unless otherwise agreed to by the Company, the Customer shall submit the order for the hire / rental of any Item ("Order") via the Website. The Order shall state the following:-
  - 3.1.1. The Item(s) which the Customer wants to hire / rent from the Company;
  - 3.1.2. The period of hire / rental of the Item(s) ("Period"); and
  - 3.1.3. Any other specific requests.
- 3.2. The Company has the discretion whether or not to accept or respond to an Order (whether submitted via the Website or otherwise). Any order submitted to the Company (including any order not submitted through via the Website) shall be subject to the GTC.
- 3.3. For the avoidance of doubt, the Order submitted by the Customer to the Company whether via the Website or otherwise shall not form or constitute the Contract or any part of the Contract.

## **4. Quotation**

- 4.1. Upon receipt of an order by the Customer, the Company will send a quotation to the Customer ("Quotation").
- 4.2. The Quotation will:-
  - 4.2.1. Be subject to the GTC; and
  - 4.2.2. Only be valid for a period of 3 days from the date of its issue.
- 4.3. The Quotation will set out the following:-
  - 4.3.1. The tentative availability of the Item during the Period;
  - 4.3.2. The amount of the hire / rental for the Item for the Period;
  - 4.3.3. The terms of payment for the hire / rental for the Item; and
  - 4.3.4. The credit terms being offered by the Company, if any.

## **5. Confirmation of Quotation / Contract**

- 5.1. If the Customer is agreeable to the Quotation, the Customer shall within the validity period of the Quotation:-

- 5.1.1. Sign its unconditional and irrevocable acceptance of the Quotation; and
- 5.1.2. Send to the Company the duly signed acceptance of the Quotation.
- 5.2. The Company will only check and confirm the availability of the Item after receiving the signed unconditional and irrevocable acceptance of the Quotation by the Customer. This is done by way of the Company's order confirmation.
- 5.3. The Company's order confirmation shall form and constitute the Contract.

## **6. The Item**

- 6.1. The Item is supplied by the Company to the Customer under the Contract on an "as is" basis as seen and examined by the Customer at the joint inspection referred to in cl. 7.1 below. The Item may include logistic vehicles.
- 6.2. It is for the Customer to check and ascertain that:-
  - 6.2.1. The Item is adequate and/or suitable or fit for the Customer's own use;
  - 6.2.2. The Item is functioning properly; and
  - 6.2.3. Any accessories and kits that come with the Item are complete.
- 6.3. No representation or warranty is given by the Company to the Customer of any kind, whether expressed or implied in relation to the Item. In particular, the Company does not represent or warrant that:-
  - 6.3.1. The Item supplied under the Contract is adequate and/or suitable or fit for the Customer's use;
  - 6.3.2. The Item is functioning properly; and
  - 6.3.3. Any accessories and kits that come with the Item are complete.
- 6.4. The Customer is deemed to know how to use, care for and/or maintain the Item supplied under the Contract while the Item is in its possession. In relation to any Item supplied to the Customer under the Contract, the Company has absolutely no responsibility or liability whatsoever to the Customer to provide any of the following relating to the use, care and/or maintenance of any Item:-
  - 6.4.1. Verbal briefing, explanation or instruction; and/or
  - 6.4.2. Written manual or instruction booklet.
- 6.5. The following provisions shall apply where the Item is a logistic vehicle ("Logistic Vehicle"):-
  - 6.5.1. The Logistic Vehicle is provided to the Customer for delivery and storage of other Items (such as equipment) only.
  - 6.5.2. The Customer shall not use the Logistic Vehicle or permit the Logistic Vehicle to be used for any purposes not specified in cl. 6.5.1 above, including but not limited to the following:-

- (1) For any form of hire and reward;
- (2) For any activity that may render the insurance policy of the Logistic Vehicle void;
- (3) For any illegal purpose; or
- (4) For any purpose which may contravene any law or regulation affecting the Logistic Vehicle or its use.

6.5.3. The Customer shall not at any time allow the Logistic Vehicle to be driven by any person who:-

- (1) Does not possess the appropriate driving licence or class of driving licence;
- (2) Is under the influence of alcohol or drugs; and/or
- (3) Has been convicted of a motoring offence where the details of which were not disclosed to the Company in writing at the time the Customer took possession of the Logistic Vehicle.

## **7. Handover of the Item**

- 7.1. The handover of the Item shall be done by prior appointment.
- 7.2. Prior to the handover of the Item at the commencement of the Period, there shall be a joint inspection by the Company and the Customer of the Item at the Company's premises or at such location as may be designated by the Company.
- 7.3. The joint inspection of the Item is to:-
  - 7.3.1. Confirm that the Item is in good working order;
  - 7.3.2. Confirm that all accessories to the Item are complete and in satisfactory condition; and
  - 7.3.3. Record the condition and appearance of the Item before the Item is handed over to the Customer.
- 7.4. The handover of the Item to the Customer shall be recorded in a handover memorandum which is to be signed by the Customer and the Company. By accepting the handover of the Item following the joint inspection and signing the handover memorandum, the Customer accepts that the Item is handed over by the Company in good working order and condition.
- 7.5. In the event that any Item under the Contract is found not to be in good working order at the joint inspection:-
  - 7.5.1. The Company will provide a replacement of that Item that is in good working order and confirmed to be so in a joint inspection;

7.5.2. But if the Company is unable to provide a replacement of that Item that is in good working order at the commencement of the Period for any reason whatsoever, then:-

- (1) Where the Contract only relates to that Item:-
  - (a) Contract shall be terminated automatically with immediate effect; and
  - (b) Neither the Company nor the Customer shall be liable to perform any part of the Contract or pay anything to the other under the Contract.
- (2) Where the Contract also relates to other Items:-
  - (a) That Item which the Company was unable to provide a replacement of shall be removed from the Contract;
  - (b) The Customer shall not be required to pay any hire / rental for that Item under the Contract;
  - (c) The Company shall not be required to provide that Item to the Customer under the Contract; and
  - (d) The Company and the Customer shall continue to remain liable to perform the Contract in relation to such other Items.

7.6. In the event that the Item is damaged in any way by the Customer at or during the joint inspection, Customer shall be liable for such damage to the Item and cl. 9.2 shall apply.

## **8. Risk**

- 8.1. The property of the Item shall at all times remain with the Company. However, the risk of any damage or loss of the Item shall pass to the Customer immediately upon the handover of the Item to the Customer.
- 8.2. Upon the handover of the Item to the Customer, the Customer shall be fully responsible for the care, condition and safekeeping of the Item.
- 8.3. The risk of any damage or loss of the Item shall only pass back to the Company upon the proper return of the Item to the Company at the Company's premises or at such other location as may be designated by the Company.

## **9. Obligations of the Customer**

- 9.1. For the duration from the time the Item was handed over to the Customer and until the Item is returned safely to the Company, the Customer shall ensure that:-
  - 9.1.1. The Customer takes good care of the Item at all times, including but not limited to:-
    - (1) Using the Item in a proper and skillful manner, and in accordance with its technical specifications;

- (2) Allowing the Item to only be used and handled at all times by a person with the necessary valid licence (particularly where the Item is a Logistic Vehicle), skill, experience and familiarity in using and handling the Item; and
  - (3) Protecting the Item from all climatic and atmospheric conditions;
- 9.1.2. There is no damage to the Item or loss of the Item at any time;
- 9.1.3. The Item is not at any time altered, modified or repaired without the Company's prior written consent and approval.
- 9.1.4. The Item is not used in:-
  - (1) Any abnormal or hazardous assignments; and/or
  - (2) Any manner where it could be affected by salt, water or atmospheric corrosion,unless prior written approval and consent has been obtained from the Company;
- 9.1.5. The Item is at all times kept in a safe and secure place or location;
- 9.1.6. The Customer shall not at any time or in any way whatsoever:-
  - (1) Part with possession of the Item, whether for consideration (ie. sub-hiring out to another party) or otherwise; and/or
  - (2) Pledge, mortgage, charge or encumber the Item;
- 9.1.7. The Customer has procured and obtained adequate insurance coverage for the risk of any damage, destruction, loss or theft of the Item and has paid all required insurance premium for such coverage;
- 9.1.8. Upon the Company's request or demand, the Customer shall provide to the Company copies of the relevant insurance policy (showing the insurance coverage required above) and the receipt of payment of the required insurance premium for such coverage;
- 9.1.9. The Customer does not do any act or omit to do any act whereby the insurance coverage of the Item (whether taken out by the Company or the Customer) is prejudiced or compromised in any way;
- 9.1.10. If the Company's insurance premium is increased due to any act or omission by the Customer, the Customer shall pay such increase in the said insurance premium immediately upon demand by the Company;
- 9.1.11. The Item is not taken out of Singapore for any reason whatsoever unless prior written approval and consent has been obtained from the Company;
- 9.1.12. The Customer will immediately inform the Company of the location of the Item upon the Company's request or demand (which may be made at any time);

- 9.1.13. The Customer will comply with all relevant and applicable laws and regulations when using and/or handling the Item; and
- 9.1.14. The Customer will not use the Item at any time for any unlawful, illegal, improper, offensive and/or immoral purpose.
- 9.2. In the event that the Item (or any accessory thereto) is in any way damaged, destroyed, lost or stolen:-
- 9.2.1. The Customer shall immediately inform the Company;
- 9.2.2. The Customer shall not carry out any repair of the Item on its own;
- 9.2.3. Upon notification by the Customer, the Company will then advise the Customer on the appropriate next steps to take;
- 9.2.4. The Company shall have the right (in its sole and absolute discretion) to decide, appoint and/or engage:-
- (1) Any person or entity to repair the Item; and/or
  - (2) Any supplier of the replacement of the Item.
- 9.2.5. The Customer shall immediately compensate and pay to the Company upon demand:-
- (1) The repair costs for the Item or the accessory thereto (if it can be repaired); or
  - (2) The replacement costs for the Item or the accessory thereto (if it cannot be repaired) to procure a brand new Item or the accessory thereto – without taking into account any kind of depreciation of the Item or the accessory thereto at the time when it was damaged, destroyed, lost or stolen.
- 9.2.6. Hire / rental for the Item shall continue to be paid or payable by the Customer for the Period and until such time the Company receives the repaired or replaced Item (or the accessory thereto), as the case may be.
- 9.2.7. The Customer shall also immediately take all steps reasonably required of it by the Company in respect of:-
- (1) Submitting reports to the Company and the Company's insurers;
  - (2) Submitting reports to the police and the relevant authorities; and/or
  - (3) Submitting the reports and claims to the Customer's insurers;
- 9.2.8. The Customer shall make the appropriate claim from its own insurers and pay to the Company any insurance proceeds paid out under such claims except where the Customer has already paid to the Company the repair or replacement costs for the Item or the accessory thereto.

## **10. Return of the Item**

- 10.1. The return of the Item shall be done by prior appointment.
- 10.2. The Item must be returned to the Company at the Company's premises (or such other location as may be designated by the Company):-
  - 10.2.1. By no later than the end of the Period; or
  - 10.2.2. Immediately upon the termination of the Contract,  
whichever is earlier.
- 10.3. The Customer must return the Item to the Company in a clean good working order and condition (save for normal fair wear and tear). Where the Item is returned to the Company in a dirty or improperly packed condition, the Customer shall be liable to pay the Company an administrative cleaning fee of S\$50.
- 10.4. The handover of the Item to the Company shall be recorded in a handover memorandum which is to be signed by the Customer and the Company. All defects and damage are to be stated in this handover memorandum. The signing of this handover memorandum by the Company does not mean that the Company accepts that the Item is returned in good working order and condition.
- 10.5. Within 4 weeks from the date of handover of the Item to the Company:-
  - 10.5.1. The Company reserves the right to thoroughly inspect the Item; and
  - 10.5.2. The Company is entitled to inform the Customer of any damage to the Item that is discovered during this time and the Customer shall be liable for such damage.
- 10.6. For the avoidance of doubt, if the Item is found to be damaged in any way when it is returned to the Company, cl. 9.2 above shall apply.
- 10.7. If the Customer fails to return the Item (or any accessory thereto) by the end of the Period for any reason whatsoever:-
  - 10.7.1. The Customer shall be liable to pay immediately to the Company the hire / rental of the Item at the current rate of hire / rental of the Item (as may be determined by the Company in its sole and absolute discretion) for the duration immediately after the Period until the Item (or such accessory thereto) is duly returned to the Company or until such time the Company receives the replaced Item (or such accessory thereto), whichever is earlier;
  - 10.7.2. Where the Customer informs the Company at the end of the Period that the Item (or any accessory thereto) is lost or misplaced the Customer shall immediately pay to the Company the full replacement value of the lost or misplaced Item (or such accessory thereto) without taking into account any kind of depreciation of the Item (or such accessory thereto); and
  - 10.7.3. The following provisions shall apply in the event that the Customer subsequently finds and returns to the Company the initially lost or misplaced Item (or accessory thereto):-



- (1) If the initially lost or misplaced Item (or accessory thereto) is returned to the Company within 3 days from the end of the Period, the Company will then refund the full replacement value that had been paid by the Customer for that Item (or accessory thereto).
  - (2) If the initially lost or misplaced Item (or accessory thereto) is returned to the Company after 3 days from the end of the Period, the Company will not be liable to refund any part of the full replacement value that had been paid by the Customer for that Item (or accessory thereto).
- 10.8. Early return of the Item before the end of the Period is permitted but the Company shall not be liable to return or pay the Customer any part of the hire / rental for such early return of the Item.
- 10.9. Prior to the return of the Item to the Company, the Customer shall ensure that:-
  - 10.9.1. All recorded data by the Customer which are in the Item have been downloaded out for the Customer's own use; and
  - 10.9.2. All recorded data by the Customer is deleted and erased from the Item.
- 10.10. By returning the Item to the Company, the Customer agrees and consents to the deletion of all images, contents or recorded data in the Item by the Company without any further inquiry or notice given to the Customer.
- 10.11. The Company is not responsible or liable at any time to the Customer:-
  - 10.11.1. To safeguard, preserve, store or maintain any of the Customer's image, content or recorded data in the Item.
  - 10.11.2. If any of the Customer's image, content or recorded data in the Item is not deleted from the Item and is seen or used by the next user of the Item.

## **11. Payment**

- 11.1. The Company shall issue its invoice ("Invoice") to the Customer for amount of hire / rental under the Contract on the date that the Customer is to take delivery of the Item under the Contract.
- 11.2. Where the Contract provides the payment of the hire / rental to be cash on delivery, the Customer shall pay the full hire / rental under the Contract (as stated in the Invoice) to the Company in advance:-
  - 11.2.1. After the joint inspection confirms that the Item is in good working order; and
  - 11.2.2. Before the Customer's takes possession of the Item.
- 11.3. Where the Contract provides the payment of the hire / rental to be on credit terms, the Customer shall pay the full hire / rental under the Contract (as stated in the Invoice) to the Company within the credit period from the date of the Invoice.

- 11.4. Where the hire / rental under the Contract is payable periodically, the Company shall issue an Invoice at the start of each period and the Customer shall pay the hire / rental under the Contract (as stated in the Invoice) within the credit period (if any) from the date of the Invoice.
- 11.5. The Customer shall be liable to pay to the Company interest at the current overdraft rate plus 2% per month for any and all outstanding amounts which are due and payable to the Company under the Invoice and/or the Contract calculated from the date the amount was due and payable until the date of full payment (whether before or after judgment).
- 11.6. The Customer shall pay the amounts due and payable to the Company under the Invoice and/or the Contract without form of any set-off or counterclaim even if the Customer has any claims against the Company. Any and all charges for the remittance or transfer of money to pay the Company shall be borne by the Customer.
- 11.7. The Company may set-off any amounts owing by the Company to the Customer against any amounts the Customer may owe to the Company's subsidiaries and/or related companies ("Company's Related Parties"). The Company will only need to pay to the Customer the net balance after effecting such a set-off.
- 11.8. The Company's Related Parties may set-off any amounts owing by them to the Customer against any amounts the Customer may owe to the Company under the Invoice and/or the Contract. The Company's Related Parties will then only need to pay to the Customer the net balance after effecting such a set-off. The Customer expressly agrees and acknowledges that:-
  - 11.8.1. This provision is made for the benefit of the Company's Related Parties; and
  - 11.8.2. The Company's Related Parties may enforce this provision directly in their own respective names.

## **12. Cancellation**

- 12.1. Subject to the remaining provisions of this cl. 12, the Customer may cancel and unilaterally terminate the Contract at any time before the scheduled date and time of handover of the Item by giving written notice to the Company ("Cancellation Notice").
- 12.2. Where the Cancellation Notice is received by the Company less than 48 hours but more than 24 hours before the scheduled date and time of handover of the Item, the Customer shall be liable to pay to the Company a cancellation fee of 50% of the hire / rental under the Contract.
- 12.3. Where the Cancellation Notice is received by the Company less than 24 hours before the scheduled date and time of handover of the Item, the Customer shall be liable to pay to the Company a cancellation fee of 100% of the hire / rental under the Contract.

## **13. Suspension**

- 13.1. In the event that the Customer fails to pay any amounts due and owing under the Contract to the Company, the Company has the right to suspend the release of any further Item under the Contract which has not yet been handed over to the Customer.

- 13.2. Upon the exercise of this right of suspension, the Company shall have the right to also demand for additional security (ie a guarantee, etc) to be provided by the Customer to the Company (regardless of whether the outstanding amounts has since been paid by the Customer) before releasing any further Item under the Contract which has not yet been handed over to the Customer.
- 13.3. The Company shall not be liable in any way to the Customer for any losses whatsoever that the Customer may suffer as a result of the Company exercising the rights in cll. 13.1 and 13.2 above.

#### **14. Termination**

- 14.1. The Company has the right to terminate the Contract with immediate effect by written notice to the Customer under any of the following circumstances:-
- 14.1.1. The Customer fails to pay any amount due and owing to the Company whether under the Contract or otherwise for any reason whatsoever.
- 14.1.2. The Customer fails to comply with or commits a breach of any term of the Contract or the GTC.
- 14.1.3. The Customer is charged with any offence (except for a minor traffic related offence) or contravention of any statute or regulation.
- 14.1.4. The Customer fails to fully satisfy any judgment or award (whether any appeal is pending or otherwise) obtained against it.
- 14.1.5. Any action is taken against the Customer to enforce any claim, judgment or award, including but not limited to:-
- (1) A writ of distress;
  - (2) A writ of seizure and sale;
  - (3) A writ of possession or delivery up of movable property; and/or
  - (4) Garnishee proceedings.
- 14.1.6. The Customer is or becomes insolvent (as may be determined by the Company in its sole and absolute discretion).
- 14.1.7. Where the Customer is an individual:-
- (1) When an application for a bankruptcy order has been filed against the Customer;
  - (2) When a bankruptcy order has been made against the Customer; or
  - (3) When the Customer enters into any compromise or debt repayment scheme with any of its creditors.
- 14.1.8. Where the Customer is a company or corporation:-

- (1) When the Customer is placed under any receivership or a receiver is appointed over any of the Customer's assets;
- (2) When a resolution has been passed for the voluntary winding up of the Customer or the appointment of a provisional liquidator or liquidator; or
- (3) When an application has been filed by or against the Customer for:-
  - (a) The appointment of a provisional liquidator;
  - (b) A winding up order to be made and/or for the appointment of a liquidator;
  - (c) A judicial management order and/or appointment of a judicial manager;
  - (d) A moratorium order against any action or enforcement by the Customer's creditors;
  - (e) A meeting of any of the Customer's creditors to propose a compromise or scheme of arrangement with any of its creditors; or
  - (f) The sanction of any scheme of arrangement with any of its creditors.

14.2. Upon the termination of the Contract by the Company pursuant to cl. 14.1 above:-

14.2.1. The Customer shall immediately return the Item under the Contract to the Company in accordance with cl. 10 above.

14.2.2. In the event that the Customer fails to comply with cl. 14.2.1 above, the Company shall have the right to enter the premises of the Customer to repossess and take back the Item without being liable to the Customer for trespass or for any damage that might occur as a result of such entry.

14.2.3. All credit terms under the Invoice and/or Contract shall no longer apply and all amounts payable under the Invoice and/or the Contract shall become immediately due and payable to the Company.

14.2.4. The Customer shall be liable to pay to the Company for such loss and damage suffered by the Company including the loss of such hire / rent for the remainder of the Period under the Contract.

14.3. The termination of the Contract pursuant to cl. 14.1 above shall be without prejudice to any rights of the Company arising from or in connection with any antecedent breach of the Contract by the Customer.

## **15. No liability of the Company**

15.1. Notwithstanding anything in the Contract, the Customer expressly agrees that the Company shall have no responsibility or liability to the Customer or its employees, representatives, agents and/or independent contractors in respect of any loss that may

be suffered by the Customer (including any consequential loss, loss of profit, additional costs and expenses) arising out of:-

- 15.1.1. The Item malfunctioning or not working properly;
- 15.1.2. Any act, omission, default, misconduct or negligence of any the Company or its employees, representatives and/or agent in the performance of the obligations under the Contract; and/or
- 15.1.3. Any accident, damage, loss of life or personal injury or loss of property caused by or arising from the usage of the Item in any way whatsoever,

and the Customer hereby releases the Company from any and all such liabilities, claims and demands in respect thereof.

- 15.2. Under no circumstances shall the Company be liable to the Customer for:-
  - 15.2.1. Any loss of profit, loss of revenue, loss of business, indirect or consequential loss or damage, loss of production time, delay in shooting, costs of re-shooting, unusable footage or remedial or repair work on digital media arising from the hire / rental and use of the Item; and/or
  - 15.2.2. Any loss or damages in excess of the amount stated to be payable to the Company in the Invoice or the Contract, whichever is lower.
- 15.3. Without prejudice to the above, the Company shall not be liable to the Customer for any loss or damage to film, visual, audio-visual content or other data left in the Item on its return to the Company.
- 15.4. The Company shall not be liable for any corruption to any recorded data in the Item for any reason whatsoever including arising from faulty memory cards and/or the incorrect use and operation of the Item.

## **16. Indemnity**

The Customer shall indemnify and keep the Company indemnified in full from and/or against:-

- 16.1. All loss and damage to the Item (or any part thereof) while it is in the Customer's possession; and
- 16.2. All claims demands actions suits proceedings orders damages costs losses and expenses of any nature whatsoever (including legal costs on a full indemnity basis) which the Company may suffer or incur in connection with:-
  - 16.2.1. The loss of life, personal injury and/or loss of or damage to property arising from or out of any occurrence due to the Customer's use of the Item or caused directly or indirectly by the Customer or its employees, representatives, agents and/or independent contractors; and/or
  - 16.2.2. The loss of life, personal injury and/or loss or damage to property of the Customer or its employees, representatives, agents and/or independent contractors attributable to the direct or indirect use of the Item.

## **17. Costs for enforcement**

The Customer shall pay all of the Company's legal costs, fees and other expenses on a full indemnity (solicitor and client) basis in connection with the enforcement of any provisions or terms of the Contract and/or the GTC.

## **18. Information**

- 18.1. The Company has the right to seek any information about the creditworthiness of the Customer at any time and from any source.
- 18.2. The Company will collect and use the Customer's personal data for the following purposes:-
  - 18.2.1. Contacting the Customer for the purposes of carrying out the obligations under the Contract;
  - 18.2.2. Fulfilling the obligations required under the Contract; and
  - 18.2.3. Sending the Company's marketing and promotional materials to the Customer from time to time.
- 18.3. The Customer consents to the following:-
  - 18.3.1. The disclosure of any information about its creditworthiness of the Company from any source;
  - 18.3.2. The disclosure of any information about the Customer to any third party debt recovery agency for the purpose of recovery of any amounts that may be due and owing to by the Customer to the Company;
  - 18.3.3. The Company using the Customer's personal data to carry out any marketing or promotional activities of the Company;
  - 18.3.4. The Company's disclosure of the Customer's personal data to any third party marketing agency engaged by the Company for use in such marketing or promotional activities.
- 18.4. Except as may be otherwise stated above, the collection and use of the Customer's data shall be subject to the Company's Privacy Policy published on the Website.
- 18.5. The Customer represents and warrants to the Company that the provision to the Company of any personal data of any person associated with the Customer is provided with that person's unconditional and unqualified consent.

## **19. No partnership or agency**

- 19.1. Nothing in the Contract is intended to or shall be deemed to:-
  - 19.1.1. Establish any partnership or joint venture between the Customer and the Company, or
  - 19.1.2. Constitute the Customer to be the agent of the Company or vice versa; or

19.1.3. Authorise the Customer to make or enter into any commitments for or on behalf of the Company and vice versa.

19.2. The Customer and the Company respectively confirm that it is acting on its own behalf and not for the benefit of any other person.

## **20. Variation and waiver**

20.1. No variation or amendment of the Contract shall be effective unless it is in writing and signed by or on behalf of the Customer and the Company.

20.2. The failure or delay of the Company at any time to require performance of any provision of the Contract shall not affect its right to enforce such provision at a later time.

20.3. No waiver by the Company of any condition or breach of any term, representation, warranty, covenant or undertaking contained in the Contract, whether by conduct or otherwise, shall be deemed to be or construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or breach of any other term, representation, warranty, covenant or undertaking contained in the Contract.

20.4. The Company or the Customer may release or compromise any liability hereunder of the other or grant the other time or other indulgence without affecting the liability of any other party to the Contract.

## **21. Assignment**

21.1. The Customer shall not assign or transfer any of its rights or obligations under the Contract (whether in whole or in part) to any person without the prior written consent of the Company.

21.2. The Company may however assign or transfer any of its rights or obligations under the Contract (whether in whole or in part) to any person without the prior written consent of the Customer.

## **22. Successors and assigns**

The Contract shall be binding on and shall enure for the benefit of the successors and permitted assigns of the Customer and the Company, and any such successor or assignee shall in its own right be able to enforce any term of the Contract.

## **23. Notices**

23.1. All notices, demands or other communications required or permitted to be given or made hereunder by the Customer or the Company to the other shall be in writing and delivered personally or sent by prepaid registered post addressed or by email to the addresses or email addresses that each may notify the other from time to time):

23.2. Any such notice, demand or communication shall be deemed to have been duly served:

23.2.1. If given by email, when it is sent out - if there is no non-delivery notification received;

23.2.2. If given by pre-paid registered post - on the second day after posting and in proving the same it shall be sufficient to show that the envelope containing the same was duly addressed, stamped and posted; or

23.2.3. If given by hand delivery - when delivered.

## **24. Severability**

- 24.1. If any provision of the Contract or the GTC is held by a court of competent jurisdiction to be illegal, invalid or unenforceable in any respect under the law of any jurisdiction, then such provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in the Contract but without invalidating any of the remaining provisions of the Contract.
- 24.2. Any provision of the Contract or the GTC held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.
- 24.3. The Customer and the Company shall then use all reasonable endeavours to replace the invalid or unenforceable provision(s) with a valid and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid or unenforceable provision.

## **25. Time of essence**

Time shall be of the essence of the Contract and the GTC, both as regards any time, date or period originally fixed or any time, date or period which may be extended by written agreement between the Customer and the Company.

## **26. Contracts (Rights of Third Parties) Act**

Except for cl. 11.8 above, nothing in the Contract or the GTC is intended to grant to any third party any right to enforce any term of the Contract or to confer on any third party any benefits under the Contract for the purposes of the Contracts (Rights of Third Parties) Act (Cap. 53B) and any re-enactment thereof, the application of which is hereby expressly excluded.

## **27. Screen credit**

- 27.1. Where the Item is used in filming or photography, whether in whole or in part, of any theatrical, television or home video motion picture or program, the Customer agrees that the Company shall receive on-screen credit in the end credits in substantially the following form:

*“Camera, Lighting and Grip furnished by Cinegear (S) Pte Ltd”*



**CINEGEAR (S) Pte Ltd**

- 27.2. The Company shall be entitled to mention the name of the Customer or the project the Customer used the Item in and to use any published press material relating to such reference in the Website and in the Company's marketing or public relation materials.



## **28. Confidentiality**

- 28.1. Except as otherwise expressly provided in the Contract or the GTC, all information and data exchanged between the Company and the Customer shall be treated as trade secrets and shall be kept confidential.
- 28.2. All documents, data and other materials provided by the Company to the Customer are the property of the Company and the Customer shall not:-
  - 28.2.1. Use or disclose such documents, data and other materials to any third party; or
  - 28.2.2. Use any such documents, data and other materials for any business not conducted with the Company.