

General Terms and Conditions for an Extension of Warranty

1. Scope of application

1.1 The following terms and conditions apply exclusively and bindingly for extensions of warranty granted by ARRI, regardless of whether the extension of warranty was acquired by the customer directly from Arnold & Richter Cine Technik GmbH & Co. Betriebs KG ("ARRI") or from its affiliated companies or authorised dealers that have acquired them from ARRI. Customers that are lawful owners of a warranty device, for which a valid warranty extension exists, are also entitled to assert claims against ARRI from a valid warranty extension. Claims of the customer arising from this warranty extension are directed exclusively against ARRI.

1.2 The warranty extension only applies to the device identified in the order confirmation issued for the respective warranty extension and the associated invoice with the serial number, together with devices that may be included and are also designated by the serial number ("Warranty Device") and cannot be transferred to other devices. The warranty extension is adhered to the Warranty Device, and only the lawful owner of the Warranty Device is entitled to all claims pursuant to the warranty extension.

1.3 Performances from the warranty extension can only be asserted for warranty devices, for which ARRI has issued a valid warranty extension demonstrated by the order confirmation and invoice of ARRI, and only to the extent that the remuneration has been paid in full. ARRI is not obligated to render performances in accordance with this warranty extension before the remuneration has been received in full.

1.4 The warranty extension is only declared to companies within the meaning of Section 14 of the German Civil Code (*Bürgerliches Gesetzbuch*, BGB). No performance obligations exist vis-à-vis consumers.

2. Scope of performance

2.1 During the term of the warranty extension, ARRI warrants that the warranty device is free of material defects at the time of delivery, especially from defects in material, construction and/or manufacture and that such defects will not occur during the term of the warranty extension. During the term of the warranty extension, ARRI will remedy free of charge defects in the material, construction and/or manufacture of the Warranty Device, if they are reported to ARRI without delay after discovery and within the term of the warranty extension and inasmuch as the defects and/or errors are determined by ARRI or the Warranty Device has defects and/or errors that lie outside the specifications of the manufacturer.

2.2 The remedy will be made by restoration, i.e. repair or parts replacement at the option of ARRI. In doing so, ARRI has the option to use new, reconditioned or spare parts. If repair is uneconomical or impossible, ARRI will exchange the Warranty Device with a comparable replacement device instead of restoration. Replaced parts and exchanged equipment become the property of ARRI.

2.3 If there is no case of warranty that obligates ARRI to render performance required in accordance with these terms and conditions, the costs of repair and other performances rendered will be invoiced to the customer according to the applicable rates.

2.4 The warranty rights from the purchase agreement vis-à-vis the seller and/or ARRI remain unaffected by the warranty extension.

3. Term and transferability

3.1 ARRI assumes the performances that are subject matter hereof during the term. The term begins with the purchase of the warranty extension by the customer, at latest one month after the date of the order confirmation issued by ARRI for the warranty extension, at earliest however with the delivery of the Warranty Device, and runs for that time for the period of 1 or 2 years as specified in the order confirmation. The warranty extension will end automatically at the end of the term without the need for a termination.

3.2 Services provided under this warranty extension neither effect an extension of the term or the start of a new one. For the repair work performed, ARRI provides a warranty for the period of one year, however for no longer than the term of this warranty extension.

3.3 If the Warranty Device is replaced within the scope of a performance, the warranty extension will be transferred to the replacement device.

3.4 The extended warranty can only be transferred with the Warranty Device.

4. Exclusions and discontinuation of performances

4.1 The performances of the warranty extension do not cover all defects or damages that are not based on defects in material, construction and/or manufacture. In case of doubt, the customer bears the burden of proof.

4.2 In particular, but not exclusively, ARRI is not obligated to render performances pursuant to this warranty extension, if defects or damages are caused by the following:

- (i) inappropriate or other improper application, inappropriate or other improper use;
- (ii) normal wear and tear;
- (iii) transport;
- (iv) insufficient maintenance or repair;
- (v) disregard of installation, service and operating rules;
- (vi) use of unsuitable consumables;
- (vii) force majeure or similar events;
- (viii) use of force;
- (ix) external influences, in particular significant impacts, unusually high or low air pressure, fluids, chemicals, smoke, dust, dirt or other particles, fire, electric shock or similar external influences;
- (x) accidents, culpable damage or other loss events;
- (xi) use of accessories or peripherals that were not expressly approved by ARRI for use with the device;
- (xii) other reasons for which ARRI is not responsible.

4.3 Defects or damages to expendable parts or consumables, as well as optical defects and defects that are minor or not relevant to use, are also not covered.

4.4 Furthermore, ARRI is also exempt from liability when interventions are made on the Warranty Device by technically unskilled persons not authorised by ARRI or the original spare parts are not used for repairs. The customer is entitled to prove that the defects are not due to these interventions or the use of non-original spare parts.

5. Liability

5.1 Further claims or other claims — in particular those to compensation for damages occurring outside of the Warranty Device — are not established by these terms and conditions.

5.2 The obligation to remedy damages or to recover software programs, data or removable storage media are explicitly not covered.

5.3 ARRI is liable for intent and gross negligence.

5.4 The liability for simple negligence is excluded. This disclaimer does not apply: (i) for any damage arising from injury to life, body or health; or (ii) in the case of breach of cardinal obligations (cardinal obligations are obligations the fulfilment of which enables the proper execution of the contract in the first place and on which the contractual partner can trust and rely); or (iii) rights of the customer due to defect, inasmuch as the defect was fraudulently concealed or a guarantee for the quality of the item was given; or (iv) for any liability under the German Product Liability Act *{Produkthaftungsgesetz}*. In the case of simple negligent breach of a cardinal obligation, the liability is limited to the damages foreseeable upon conclusion of the contract and typical to the contract. Inasmuch as the damage is covered by an insurance policy concluded by the customer for the damage claim concerned, ARRI is only liable for any related disadvantages for the customer, e.g. higher insurance premiums or interest disadvantages up to the time when the claim is settled by the insurance.

5.5 The provisions above apply to claims for damages of any kind, irrespective of the legal basis.

5.6 Inasmuch as the liability of ARRI is excluded and limited in accordance with the provisions above, this also applies to the liability of assistants and vicarious agents.

6. Privacy policy

Without the express consent of the principal, ARRI will only use personal information for the purposes of order processing and for possible warranty claims processing, taking into account the data protection regulations.

7. Settlement of warranty claims; burden of transport of costs

7.1 In the case of warranty, a service notification number is to be acquired from an official ARRI service station specified at www.arri.de/service.

7.2 To acquire the service notification number, the service station is to be provided with the following information:

1. model and serial number;
2. documents pursuant to Section 1.3;
3. error description.

7.3 At the direction of the ARRI, the Warranty Device is to be sent to the respectively specified service station stating the service notification number. Devices sent without the service notification number will not be processed. The costs incurred for round-trip transport, including the costs of packaging, customs clearance and insurances, are to be borne by the customer.

8. Place of jurisdiction, applicable law

8.1 Both parties consent to the exclusive jurisdiction of the courts in Munich, Germany.

8.2 These terms and conditions are provided in German and English. The English version serves informational purposes only. Only the German version is legally binding and also has priority in the event of inconsistencies or contradictions between the German and English versions.

8.2 Only the law of the Federal Republic of Germany applies, under exclusion of the rules of private international law and the UN Sales Convention.