

PINEWOOD MILL – EQUIPMENT TERMS OF USE

1. Definitions

In the context of these Terms the following words and expressions shall have the following meanings:

“**Agreement**” means Pinewood’s Quotation, the Equipment Request, Workflow, the Pinewood Mill Standard Terms and Conditions available at <https://www.pinewoodgroup.com/legal> and these Terms shall be deemed incorporated in all contracts and agreements for the supply of services to Pinewood where uses any Pinewood Equipment.

“**Business Day**” means any day (other than a Saturday or Sunday) on which clearing banks are ordinarily open for business in the City of London.

“**Client**” means the party (including any successors, personal representatives and permitted assignees) using Equipment under the Agreement.

“**Data Protection Laws**” means all applicable laws that relate to data protection, privacy, the use of information relating to individuals, and/or the information rights of individual including, without limitation, the Data Protection Act 2018 and the “**GDPR**” being the General Data Protection Regulation (EU) 2016/679, the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and all laws implementing them, in each case as may be replaced, extended or amended from time to time and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner. “**Controller**”, “**Data Subject**”, “**Personal Data**”, “**Processing**” and “**Processor**” have the meanings given under the GDPR.

“**Equipment**” means all equipment, tools, articles, materials, machines and other items supplied by Pinewood to Client.

“**Equipment Request**” means the Client’s request to use Equipment, which shall include full details of date, time and duration of use and persons using the Equipment.

“**Permitted Use**” means use of the Equipment by Client strictly in accordance with (i) the Equipment Request; (ii) any Risk Assessment and Method Statement(s) (“**RAMs**”) submitted by Client; (iii) these Terms; (iv) with all reasonable requests of Pinewood; and (v) all relevant statutory and/or manufacturer rules and regulations.

“**Pinewood**” means Pinewood Shepperton Facilities Limited, a company incorporated in England and Wales and whose registered office is at Pinewood Studios, Pinewood Road, Iver, Buckinghamshire SL0 0NH. “**Purchase Order**” means the acceptance by the Client of a Quotation.

“**Quotation**” means Pinewood’s quotation for the use of the Equipment.

“**Staff**” means any directors, officers, employees, agents, contractors, sub-contractors, suppliers, consultants and professional advisers of a party.

“**Studios**” means Pinewood Studios, SL0 0NH, Shepperton Studios TW17 0QD and/or Pinewood Studio Wales, CF3 2GH as relevant.

“**Terms**” means these terms and conditions.

2. Use of Equipment

2.1 Requests for Equipment. Client acknowledges that Pinewood does not and shall not guarantee the availability of Equipment at any time. Only upon acceptance of the Equipment Request by Pinewood shall the Client be given access to the Equipment Pinewood Client shall follow the Equipment Request in relation to any use of the Equipment. Client shall not, and procure that its Staff do not, allow any third party to use the Equipment at any time without prior approval of Pinewood

2.2 Inspection. Client shall comply with the pre-use checks and shall further use best endeavours to inspect and report to Pinewood any damage, accidental or otherwise, caused to the Equipment or the Studios during its use. Pinewood shall further have the right to inspect the Equipment or observe its use at any time provided that such inspection is conducted during normal business hours at Pinewood’s own expense and does not interfere with the Client’s project.

2.3 Use. Client shall use the Equipment solely in accordance with the Permitted Use including without limitation: (a) to a standard which complies with all relevant statutory requirements relating to safety and other applicable legislation from time to time; (b) in full compliance with the requirements of all manufacturer’s guarantees and/or instructions relating to such Equipment; and (c) using qualified and reputable Staff only.

2.4 Client shall (a) not lend, sublet, pledge or otherwise dispose of or encumber the Equipment, or permit anyone other than Client, persons under Client’s direction and control (having appropriate qualifications and experience), or Pinewood, to have possession of, use, examine or evaluate the Equipment; (b) not modify or disassemble the Equipment, except for the purpose of normal cleaning and maintenance and with the prior approval of Pinewood; (c) not attach anything to the Equipment by any means that causes damage to the Equipment; (d) use all reasonable endeavours to avoid loss or damage to the Equipment during the period of hire; (e) immediately advise Pinewood of any fault in the Equipment upon Client’s discovery of such fault; and (f) not, without the prior written consent of Pinewood, use the Equipment on any abnormal or hazardous assignment or transport the Equipment offsite from the Studios.

2.5 Client accepts that any reasonable costs incurred to replace or repair the Equipment and/or costs associated with the loss of service caused as a result of a breach of these terms will be borne by Client, save where such damage is caused as a result of the negligence or willful misconduct of Pinewood, Pinewood’s Staff or Pinewood’s sub-Clients.

2.6 At all times whilst at the Studios or other premises of Pinewood Client shall abide by the Studio Regulations from time to time prescribed by Pinewood. Client must return the Equipment as designated by Pinewood in its sole discretion. Upon return Pinewood will undertake a post-use inspection and visual condition review assessment of the Equipment prior to acceptance of the Equipment.

2.7 Client acknowledges that Pinewood may take back the Equipment, without prejudice to the rights of Pinewood to recover from Client any monies due hereunder or any damages for breach hereof and Client indemnifies Pinewood in respect of any claims, damages or expenses arising out of any action taken under this clause.

2.8 The cost of repairs or replacement resulting from reasonable wear and tear, or from any defect in the Equipment not caused or contributed to by Client shall not be charged to Client. Repairs or replacement costs resulting from any other cause including without limitation misuse, accident or abuse of the Equipment shall be charged to Client.

2.9 Ownership. Nothing herein shall be construed as conveying to Client any right, title or interest, other than a temporary licence, in or to any Equipment or in or to any other property of Pinewood. Pinewood may, but shall not be required to, identify the Equipment to indicate Pinewood’s ownership by nameplate or other means, and Client agrees not to remove or deface such identification.

2.10 The Client agrees that the provision and use of the Equipment shall be governed by these Terms and not by any other terms and conditions contained or referred to elsewhere. Unless agreed otherwise by Pinewood in writing, if the Client uses the Equipment, Pinewood will consider that by the Client’s conduct the Client has accepted the Terms. Any different, conflicting or additional terms in any other document, including the Purchase Order, are objected to and deemed rejected unless expressly approved by an officer of Pinewood in writing

3. Hire Fee

3.1 Hire Fee. In consideration of Pinewood making available the Equipment for Client’s use, Client shall pay Pinewood the hire fee (“**Hire Fee**”), in accordance with the Quotation and invoice(s) issued by Pinewood unless otherwise agreed by Pinewood in writing.

- 3.2 In the event that the Equipment is not returned when due to be returned, Client shall be liable for additional fees at Pinewood's full daily hire rates for each day until the Equipment is returned.
- 3.3 Unless otherwise agreed between the parties, all fees and other charges due from the Client to Pinewood under the Agreement shall be invoiced on behalf of Pinewood by Pinewood-Shepperton Studios Limited (trading as Pinewood Studios Group) and paid by the Client within 28 days of issue. The Client shall pay all such fees and charges to The Pinewood Studios Group accordingly.
- 3.4 Pinewood is entitled to charge interest on all overdue invoices at a rate of 4% (four percent) above the base rate of the Bank of England from time to time. The Client shall reimburse Pinewood for any costs, including but not limited to legal costs, incurred in the recovery of overdue payments.

4. Loss, Damage, Insurance

- 4.1 **Risk.** The Equipment shall be at Client's risk until it is returned except that acceptance of Equipment by Pinewood staff upon return does not release Client from responsibility for loss or damage to Equipment pursuant to these Terms.
- 4.2 **Loss.** In the event that Equipment is lost, stolen, missing, destroyed, or damaged beyond repair while at the risk of Client, Client shall be liable for and agrees to compensate Pinewood for the greater of replacement cost (without deduction for depreciation) or the insurance value prescribed on Pinewood's schedule of insurance values. Further, in respect of any lost, stolen, missing, destroyed or damaged Equipment, Client agrees to compensate Pinewood by paying Pinewood's full daily hire rates for each day until the Equipment is repaired or replaced.
- 4.3 **Insurance.** **Client shall (without prejudice to the liability of Client to Pinewood) keep the Equipment insured for its full replacement value throughout the Hire Period against all risks including third party risks loss or damage by fire theft (whether or not involving forcible or violent entry or exit to premises) and other risks usually covered by comprehensive insurance of products of the type of Equipment.**
- 4.4 Client shall in addition (and without prejudice to Pinewood) take out and maintain insurance against loss, damage or liability arising in connection with the use or storage of the Equipment and/or loss due to breakdown accident damage or delay and/or against loss damage or liability arising in connection with acts omissions or default of Pinewood staff in carrying out or incidental duties under these Terms such insurance to be for such sum as is stipulated by Pinewood or in the absence of such stipulation for a minimum of £10,000,000 for public liability in respect of each occurrence. Client shall in respect of such insurance produce to Pinewood on demand a current insurance policy and a receipt for the last premium paid. Such insurance policy shall be free from unreasonable restrictions or excess and shall (if Pinewood so elects) be in the joint names of Pinewood and Client and shall be with a reputable insurance company or companies who shall be notified that the Equipment is on hire from Pinewood.
- 4.5 Pinewood shall itself be entitled (but not obliged) at any time and from to time to effect at the expense of Client insurance against any or all of the contingencies above referred to and against any other contingency which Pinewood may in its absolute discretion decide.
- 4.6 **Permitted Use.** Client shall not use or allow the Equipment to be used for any purpose or by any person not permitted by the terms and conditions of the policy of insurance (by whomsoever effected) and shall not do or allow any act or thing whereby such insurance may be invalidated. Client shall indemnify Pinewood against all loss damage or liability whatsoever not recoverable under the policy of insurance.
- 4.7 Client shall (within 24 hours of the occurrence) give written notice to Pinewood of any occurrence which will or may give rise to a claim being made on any insurance pursuant to this condition. Client shall not compromise any claim without the written consent of Pinewood. Client shall allow Pinewood to take over the conduct of the negotiations (except in relation to claims of Client for loss or damage to the property of Client unconnected with the Equipment) and shall at the expense of Client take such proceedings as Pinewood shall direct, holding

all sums recovered, together with any monies received by Client under its policy of insurance, on trust for Pinewood and paying or applying the same as Pinewood directs and as herein provided.

5. Exclusion of Warranty

Pinewood makes no representation or warranty whatsoever, express or implied, regarding the Equipment, including, without limitation, the fitness, quality, design, condition, repair, merchantability, functioning, performance or malfunctioning of the Equipment, or of its material or workmanship. Client further acknowledges that it has determined the Equipment as specified on the pre-use inspection will be fit for its purposes and that it has not relied on the skill or judgement of Pinewood or any person purporting to act on its behalf in selecting such Equipment and that before taking delivery Client has checked the Equipment for completeness, correct functioning and suitability, in a manner similar to that in which it will be used by Client on the project.

6. Liability

- 6.1 Pinewood shall have no liability under or arising out of breach of or negligence in connection with these Terms either to Client or to any other person firm or company in respect of any claim howsoever arising in connection with the acquisition use operation or possession of the Equipment or the acts omissions or default of Pinewood's staff including (without limitation) any claim for loss, consequential loss or consequential damage other than liability (if any) of Pinewood for fraud, or death or personal injury arising out of negligence on the part of Pinewood.
- 6.2 Client shall indemnify Pinewood against and hold it harmless from all claims or actions by and/or loss or damage to any other person, firm, company or property directly or indirectly connected with the acquisition, use operation or possession of the Equipment whether such claim, action, loss or damage arises from breach of contract of third party rights or from the negligence of Pinewood, its employees, subcontractors or agents or otherwise and such indemnity shall continue in force notwithstanding that the parties' remaining obligations under these Terms shall have been discharged or otherwise terminated.
- 6.3 Pinewood will not be liable for any loss suffered by Client as a result of trade disputes, difficulties or delay in obtaining Equipment from suppliers or anything otherwise outside the control of Pinewood.
- 6.4 Pinewood will not be liable for damage to Equipment after Delivery to Client or to any person acting under the authority of Client either express or implied or for any damage to Equipment caused by any delay in delivery, adverse weather conditions or unsuitable storage after the Equipment.
- 6.5 **Pinewood's Liability.** In no circumstances shall Pinewood's liability to exceed, in aggregate, an amount equal to sums paid by Client to Pinewood in respect of the Hire Fee.

7. Default & Remedies

- 7.1 **Default.** It shall constitute an event of default ("**Default**") under these Terms if (a) Client shall fail to pay the Hire Fee in accordance with these Terms; (b) Client shall do or permit any act or thing whereby Pinewood's rights in the Equipment may be prejudiced, or which constitutes illegal or improper use of the Equipment; (c) Client shall become insolvent or shall cease to conduct its business as a going concern, or shall apply for or consent to otherwise obtain the appointment of a receiver, trustee, administrator, liquidator or similar appointment to Client or assets of Client, or if proceedings are instituted under any applicable insolvency law; (d) Client commits any breach of these Terms including breach of the Equipment Request and other than as referred to in (a), (b), or (c) above and such breach has not been cured within 2 Business Days from the date of Pinewood's written notice to Client of such breach.
- 7.2 **Remedies.** In the event of a Default, Pinewood may, at its sole discretion, avail itself of any of the following remedies: (a) demand immediate payment of all accrued and unpaid Hire Fees and any other amounts due and Client shall pay such

amounts immediately upon such demand; and/or (b) immediately revoke Client's right of possession and use of the Equipment whereupon Client shall immediately return the Equipment to Pinewood, or Pinewood may, at Client's expense, enter into any premises or location where the Equipment may be located and repossess the Equipment; and/or (c) pursue any other remedy available to Pinewood at law or in equity, and each such right and remedy may be enforced concurrently with any other right or remedy.

8. Anti-Slavery and Human Trafficking

It is the policy of each of the parties to comply with the anti-slavery and human trafficking laws of the United Kingdom (including without limitation, the Modern Slavery Act 2015, as amended from time to time) and any other applicable anti-slavery laws and legislation anywhere in the world which, inter alia, prohibit slavery, servitude and forced or compulsory labour and human trafficking (including an offence committed by aiding, abetting, counselling or procuring the same).

9. Bribery & Corruption

The Client shall comply fully with the anti-corruption laws of the United Kingdom (including without limitation, the Bribery Act 2010, as amended from time to time ("**Bribery Act**")), the United States (including, without limitation, the U.S. Foreign Corrupt Practices Act, 15 U.S.C. Section 78dd-1 and 78dd-2, as amended from time to time, ("**FCPA**")), and any other applicable anti-corruption laws and legislation anywhere in the world.

10. Data Protection

Each party hereby warrants and agrees it shall comply with all Data Protection Laws. For the purposes of the Agreement the Client is the Controller of the Client's Personal Data and Pinewood is the Controller of Pinewood's Personal Data respectively. Neither party shall transfer of the other party's Personal Data to any country outside the EEA without the prior approval of the other party unless either it (a) complies with the provisions of Articles 26 of the GDPR (in the event the third party is a joint controller); or (b) ensures that (i) the transfer is to a country approved as providing adequate protection pursuant to Article 45 GDPR; (ii) there are appropriate safeguards in place pursuant to Article 46 GDPR; or (iii) one of the derogations in Article 49 GDPR applies. Each party shall comply with all the obligations imposed on a Controller under the Data Protection Laws, and any material breach of the Data Protection Laws by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate the Agreement with immediate effect. Copies of Pinewood's Data Protection and Privacy policies are available at www.pinewoodgroup.com. The provisions of this clause 10 shall survive termination or expiry of the Agreement.

11. Confidentiality

The Client shall treat all information concerning the business of Pinewood acquired by it during the course of doing business with Pinewood as confidential except to the extent that the information (i) is now or shall hereafter have entered into the public domain otherwise than as a consequence of an unauthorised disclosure by the Client or any third party; (ii) is rightfully and without restriction on disclosure or use known to the Client prior to the date of disclosure by Pinewood to the Client or required by the law to be disclosed; or (iii) is required to be disclosed by law and in such event the Client shall inform Pinewood prior to such disclosure so far as possible within the law.

12. General

- 12.1 Pinewood shall be entitled to sub-contract or otherwise delegate any of its obligations under the Agreement.
- 12.2 Pinewood shall be entitled to transfer its rights and its obligations under the Agreement via novation to any one or

more parties within the Pinewood group of companies and the Client hereby consents to any such novation as may be notified to it by Pinewood.

- 12.3 Any notice, consent, request, demand, approval or other communication to be given under or in connection with the Agreement (each a "**Notice**") must be in English, in writing and signed by or on behalf of the party giving it. Any Notice shall be sent to the party in question at their registered office or where the party has no registered office to its principal place of business. Subject to the envelope being properly addressed and pre-paid, any Notice sent by pre-paid first-class post shall be sufficiently served and deemed to have arrived on the second Business Day following the date of posting; Notices sent by pre-paid international airmail shall be deemed to have arrived on the fifth Business Day following the day of posting.
- 12.4 The invalidity or unenforceability for any reason of any part of these Terms shall not prejudice or affect the validity or enforceability of the remainder of the Terms.
- 12.5 No failure or delay by any party in exercising any remedy, right, power or privilege under or in relation to the Agreement shall operate as a waiver of the same and no single or partial exercise of any remedy, right, power or privilege by any party under or in relation to the Agreement shall preclude any other or further exercise thereof or the exercise of any other such remedy, right, power or privilege.
- 12.6 These Terms are subject to the laws of England and all disputes arising out of or in connection with any agreement between Pinewood and the Client shall be subject to the exclusive jurisdiction of the English courts.
- 12.7 Unless a right of enforcement is expressly provided herein, it is not intended that a third party should have the right to enforce a provision of the Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999 (as amended or replaced from time to time). The parties may by agreement rescind or vary the Agreement without the consent of a third party to whom the right of enforcement of any of the provisions of the Agreement has been expressly provided.
- 12.8 Nothing in the Agreement shall constitute or be deemed to constitute a partnership or joint venture or the relationship of employer and employee between the parties nor appoint either party as the agent of the other party for any purpose.