

ARRI AMERICAS INC.

TERMS AND CONDITIONS FOR PROVIDING SERVICE

These terms and conditions for providing service (these “Terms”) apply to the service by ARRI America Inc. (“ARRI”) of products sold by ARRI Americas Inc. or its affiliates under the ARRI™ brand or under the brand of Illumination Dynamics™, Orbiter™ or Stellar™ (jointly the “ARRI Equipment”).

If you submit a request for service (the “Service”) for your ARRI Equipment, you accept, and agree to, these Terms and any other applicable Terms, conditions, policies, or disclaimers. We encourage you to read these Terms carefully. These Terms apply to Service (including repair, replacement, and refund) for all ARRI Equipment.

IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT SUBMIT A REQUEST FOR SERVICE

1. MODIFICATION OF ARRI SERVICE TERMS AND CONDITIONS

ARRI may update these Terms at any time without providing you notice. You are responsible for understanding these Terms before submitting a new Service request; if you continue to submit a Service request, you have agreed to the amended terms. Updates apply only to Service requests submitted after the update was posted.

2. SERVICES

Unless otherwise stated, ARRI will provide repair or replacement services to address damage, wear and tear, or a defect in the materials or workmanship of a product.

ARRI will service your product of ARRI Equipment as described to you for the estimated charges stated to you in writing unless such charges are revised with your prior written consent. ARRI may charge you a diagnostic fee (including shipping charges) of up to 2 hours for the evaluation of the ARRI Equipment if the estimate is declined.

If ARRI is required to order spare parts or other products in order to be able to perform the Service and the cost for such spare part or product rises after a Service estimate has been provided to you, or if a new tariff, tax, or duty on imports, or an increase in an existing tariff, tax, or duty on imports is enacted on, or relating to, any such spare part or product, subsequent to ARRI’s issuance of a written Service estimate, but before returning the ARRI Equipment to you, ARRI shall have the right to increase the Service charge in accordance with such increase.

3. WARRANTY AND EXTENDED SERVICE PLAN COVERAGE

In the event of any conflict between these Terms and the ARRI-issued warranty, guarantee, or extended service plan for your ARRI Equipment, the terms of the ARRI-issued warranty, guarantee, or extended service plan will apply to the Service for your ARRI Equipment. Be sure to keep a

copy of your proof of purchase for your ARRI Equipment. We may require you to provide proof of purchase to us if there is any question as to your ARRI Equipment eligibility for either free-of-charge warranty service, or extended service plan coverage.

4. ACCURACY OF BILLING AND ACCOUNT INFORMATION

When you submit a Service request for your ARRI Equipment, you agree to provide current, complete, and accurate payment, account, and contact information and to promptly update that information, so that we can complete your transaction and contact you as needed.

5. TERMS OF PAYMENT

Terms of payment are within ARRI's sole discretion, and unless otherwise agreed to by ARRI, payment details must be received prior to ARRI's acceptance of an order. Unless the service for your ARRI Equipment is covered by the ARRI-factory warranty, guarantee, or extended service contract, you agree to pay the estimated service charges at the time you submit a Service request (either by phone through our administration team or the submission form). The estimated charges include all parts and labor required for service plus applicable tax.

ARRI will charge you sales tax on applicable transactions based on your shipping address and the sales tax rate in effect at the time your order is billed. If the sales tax rate for the state to which your order is being shipped changes before the product is shipped, the rate in effect at the time your order is invoiced will apply. The proof of purchase that ARRI sends to you will include any applicable sales tax. ARRI accepts all major credit cards, debit cards and bank transfer as payment options for the performed Service. We charge a 3% fee for all credit card transactions over \$5000 USD.

ARRI may request a deposit as a condition of accepting a request for Service and will request a deposit of 30% (thirty percent) of the estimated Service charges if the ARRI Equipment received cannot be serviced in the United States but is required to be sent to the manufacturing facilities of the ARRI Group in Germany (a "German ARRI Product").

6. WITHDRAWAL OF SERVICES

You may withdraw your request for Service only prior to ARRI having begun performance of the Service. If we receive a request for withdrawal from you after ARRI began performing Services, we will charge you for the Service performed until receipt of your request of withdrawal as well as the cost of returning your ARRI Equipment to you. In addition, if you withdraw your request for Service of a German ARRI Product after ARRI shipped the ARRI Equipment to the manufacturing facilities of the ARRI Group in Germany, ARRI will return the ARRI Equipment to you but keep and collect the deposit paid by you for a German ARRI Product under Section 5. above.

You will lose your right of withdrawal if the Service has been fully performed.

7. LIABILITY FOR DAMAGE DURING SHIPPING

If you send your ARRI Equipment to ARRI for Service, you are responsible for having it properly packaged to prevent damage while in transit for Service. You are also responsible for insurance coverage for any loss or damage to the equipment while in transit for Service. We will notify you if the ARRI Equipment we receive is damaged in any way in transit for Service; you will be responsible for any damage incurred before we receive your ARRI Equipment.

After we have shipped back your ARRI Equipment to you, if it arrives in damaged condition, you must notify ARRI of the damage within **2 days** after you receive it by contacting the administration team or

ARRI Support. If you fail to contact ARRI regarding any damage to your ARRI Equipment within **2 days** after you receive it, you will be responsible for any damage.

8. DATA TRANSFER AND SOFTWARE INSTALLATION

Before you send your equipment to ARRI for Service, you are responsible for backing up all existing data, software, and programs, to remove or erase all existing data, and remove any storage devices. In order to perform comprehensive testing and diagnostics on your ARRI Equipment, your equipment may be reset to its original factory state. This process will erase all the settings and data on your equipment. ARRI may refuse to perform any Service if it discovers any data, software or programs on the ARRI Equipment submitted for Service and return the ARRI Equipment to you at your cost and expense.

ARRI is not responsible for loss, recovery, or compromise of data, programs or loss of use of equipment resulting from Service of your ARRI Equipment. You represent that your product does not contain illegal files or data.

9. UNCOLLECTED EQUIPMENT AND STORAGE FEES

Upon completion of Service or in the event a customer declines Service after an assessment or quotation, ARRI will notify the customer using the contact details provided at the time of order or Service request. This notice will include a request for the prompt collection of the equipment. Customers are required to collect their equipment within 14 calendar days of being notified that it is ready for pickup, unless alternative arrangements are made and confirmed in writing. If the ARRI Equipment is not collected within the 14-day period, ARRI reserves the right to charge a storage fee of \$15.00 per day per item starting on the 15th calendar day after notification.

10. ABANDONED PROPERTY

ARRI will ship your equipment to the mailing address submitted when you authorized Service unless you give us alternate instructions in writing. If your ARRI Equipment is returned to ARRI because delivery cannot be completed at that address, ARRI will attempt to contact you for an alternate address. If you do not provide an address to which ARRI may deliver, or you do not pick up your equipment within sixty (60) days of the first attempt at notification, ARRI will notify you that it considers your ARRI Equipment to be abandoned. ARRI will send notice to the mailing address you provided when you authorized Service. In the event that your equipment is abandoned, ARRI may dispose of your ARRI Equipment (in accordance with applicable law); specifically, ARRI may sell your equipment at a private or public sale to pay for any outstanding Service. ARRI reserves its statutory and any other lawful liens for unpaid charges.

11. LIABILITY FOR OTHER PROPERTY

When you send your ARRI Equipment in for Service, do not send any personal property, products of other manufacturers, or other ARRI products with that ARRI Equipment (this includes accessories for which you did not request Service, cage, shoulder pad, bridge plate, etc.); you are responsible for the loss of any property that you send to ARRI. Other than the items that were required for the Service of your ARRI Equipment or its replacement, ARRI does not guarantee that any property will be returned to you.

12. EQUIPMENT SERVICE PROCESS

In accordance with Section 8, your equipment may be reset to its original factory state during testing. If your ARRI Equipment is found to function as designed after testing, it will be returned to you with its

original factory settings. If an issue is found, your ARRI Equipment may be repaired or replaced by new or refurbished goods of the same functionality, at ARRI's discretion, in accordance with applicable laws.

13. SUBCONTRACTORS

ARRI may subcontract with third-party service providers to service your ARRI Equipment.

14. EXCLUSIONS FROM SERVICE

ARRI may exclude your ARRI Equipment from Service if it (a) has had its serial number altered or removed; (b) was damaged by repairs or modifications done by someone other than ARRI or an ARRI authorized service provider; (c) is equipment that has been reported as stolen; (d) has failed due to accident, abuse, liquid spill or submersion; (e) was subject to unauthorized modification, extreme environment (including extreme temperature or humidity), extreme physical or electrical stress or interference, fluctuation or surges of electrical power, lightning, static electricity, fire, acts of God or other external causes. In each of these cases, ARRI will return your product to you without servicing it and may charge you the Diagnostic Fee.

You must request an authorized service order by phone, email or online before sending your ARRI Equipment to ARRI. If you don't, or if one of the exclusions from Service above applies, the repair maybe delayed, or we may return the ARRI Equipment to you without Service.

15. LIMITED POST-SERVICE WARRANTY

In servicing your ARRI Equipment, ARRI warrants (a) that Service will be performed in a workmanlike manner and (b) that all parts or products used in the Service will be free from defects in materials and workmanship for either the remainder of the term of your ARRI-issued warranty, guarantee, or extended service plan or 90 days from the date of Service, whichever is greater. If a non-conforming Service is provided by ARRI or a defect arises in a replacement part or product during the 90-day warranty period, at its option, ARRI will: (a) repair the part or product, using new or like new replacement parts; or (b) replace the part or product with a new or like new part or product.

ARRI is not responsible, and this Service warranty does not apply to:

(a) damage caused by any use of the ARRI Equipment with products, software, or services not manufactured, licensed, or supplied by ARRI; (b) ARRI Equipment that has had its serial number altered or removed; (c) damage caused by any external cause (including, for example, by being dropped, or exposed to liquid or dust/sand); (d) damage caused by use not in accordance with the user manual or any other instruction required or provided by ARRI; (e) damage caused by repairs or modifications done by someone other than ARRI or an ARRI authorized service provider; (f) damage caused by improper use with other ARRI Equipment; or (g) damaged caused by any application of the ARRI Equipment for any purpose not authorized or indicated by ARRI as being intended.

16. LIMITATION OF LIABILITY

If you are a consumer, you may have certain additional rights regarding the Services and products provided under these Terms. Please consult your local consumer authority for more information. Except where such rights apply, ARRI does not accept liability beyond the remedies set forth herein. In the event of damage or loss of ARRI Equipment while in ARRI's custody, ARRI's liability is limited to the cost of repair or replacement of the affected ARRI Equipment. If applicable law permits recovery of damages despite these limitations, ARRI's total liability for any cause, whether due to negligence or otherwise, is limited to direct damages not exceeding the greater of (a) the cost to repair or replace the ARRI Equipment, or (b) the total amount paid to ARRI for the Service. ARRI is not liable for any product

unavailability, lost profits, loss of business, lost or corrupted data or software, or any indirect, special, consequential, exemplary, or punitive damages, even if advised of the possibility of such damages. ARRI also disclaims any liability for claims by third parties. In cases involving (1) personal injury or death, or (2) fraud, ARRI does not seek to exclude liability where it cannot be lawfully limited or excluded.

17. EXPORT CONTROL

You may not use or otherwise export or re-export the ARRI Equipment serviced except as authorized by the laws of the jurisdiction in which the products were obtained. In particular, but without limitation, the ARRI Equipment serviced may not be exported or re-exported in violation of export laws, including if applicable export or re-export into any US-embargoed countries or to anyone on the US Treasury Department's list of Specially Designated Nationals or the US Department of Commerce Denied Person's List or Entity List. You represent that you are not located in any country or on any list where the provision to you of ARRI Equipment or the Service would violate applicable law. You also agree that you will not use ARRI Equipment for any purposes prohibited by applicable law.

18. USE OF INFORMATION ABOUT YOU

ARRI stores and processes information about you and your order history according to the terms of the ARRI Privacy Statement.

[ARRI Privacy Declaration](#)

19. CHOICE OF LAW AND LOCATION FOR RESOLVING DISPUTES

United States: If you reside in the United States, or if you are a business with your principal place of business located in the United States, the laws of your state of residence (or principal place of business) will govern the interpretation of this Agreement and any claims related to it, including claims for breach, consumer protection, unfair competition, implied warranty, and tort, without regard to conflict of laws principles. However, the U.S. Federal Arbitration Act (FAA) governs any provisions in this Agreement relating to arbitration. You agree that any legal action not subject to arbitration or small claims court shall be brought exclusively in the state or federal courts located in the Southern District of New York, and you hereby consent to the personal jurisdiction of such courts.

Canada: If you reside in Canada, or if you are a business with your principal place of business located in Canada, the laws of your province or territory of residence (or principal place of business) govern this Agreement and any related claims, without regard to conflict of laws principles. You agree to the exclusive jurisdiction of the courts located in the Province of Ontario for all disputes relating to the Service or this Agreement.

Other Countries: If you reside outside of the United States or Canada, or if your business's principal place of business is located outside of these countries, the laws of your country of residence (or principal place of business) will apply to this Agreement and any related claims, without regard to conflict of laws principles.

20. FORCE MAJEURE

These Terms govern Service transactions accepted by ARRI. No other oral or written terms or conditions apply. ARRI does not authorize any variance or modification of Terms. ARRI is not responsible for any failures or delays in performing Service or delivering your product or a replacement product that are due to events outside ARRI's reasonable control.

Except for Customer's payment obligations, which may only be delayed and not excused entirely, neither you nor ARRI will be liable for any delay or failure of performance that is the result of any happening or event that could not reasonably have been avoided or that is otherwise beyond your or

ARRI's control, provided that the party hindered or delayed immediately notifies the other party describing the circumstances causing delay. Such happenings or events will include, but not be limited to, terrorism, acts of war, riots, civil disorder, rebellions, fire, flood, earthquake, explosion, action of the elements, acts of God, epidemic, pandemic, inability to obtain or shortage of material, parts, equipment or transportation, governmental orders, restrictions, priorities or rationing, accidents and strikes, lockouts or other labor trouble or shortage.

21. NOTICES TO CALIFORNIA CONSUMERS ONLY

a) An estimate for repairs, as required (see Section 9844 of the California Business and Professions Code), shall be given to the customers who are consumers by the ARRI Service Center in writing. The ARRI Service Center may not charge for work done or parts supplied in excess of the estimate without the prior consent of the customer. Where provided in writing the ARRI Service Center may charge a reasonable fee for services provided in determining the nature of the malfunction in preparation of a written estimate for Service. For information, contact the Bureau of Electronic and Appliance Repair, Department of Consumer Affairs, Sacramento, CA 95814, U.S.

b) A consumer who buys a product of ARRI Equipment in California has the right to have this product serviced and repaired during the warranty period. The warranty period will be extended for the number of whole days that the product has been out of the buyer's hands for warranty repairs. If a defect exists during the warranty period, the warranty will not expire until the defect has been fixed. The warranty period also will be extended if the warranty repairs have not been performed due to delays caused by circumstances beyond the control of the buyer, or if the warranty repairs did not remedy the defect and the buyer notifies the manufacturer or seller of the failure of the repairs within 60 days after they were completed. If, after a reasonable number of attempts, the defect has not been fixed, the buyer may return this product for a replacement or a refund subject, in either case, to deduction of a reasonable charge for usage. The time extension does not affect the protection or remedies the buyer has under other laws.

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