GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES

by **"HELIOGRAF" spółka z ograniczoną odpowiedzialnością**,with its registered office in Sokołów, at ul. Sokołowska 11, 05-806 Sokołów, registered in the Commercial Register kept by the District Court for the capital city of Warsaw in Warsaw, 14th Commercial Division of the National Court Register, under KRS number 0000182568 (hereinafter referred to as **"Heliograf"**).

§ 1

1. The General Terms and Conditions for the Provision of Services (hereinafter: **"General Terms and Conditions"**) define the rules for the provision of services offered by Heliograf to natural persons, legal persons or organisational units without legal personality (hereinafter referred to as the **"Customer"**) in the scope of:
	1. the rental of film equipment (including lighting, cameras, lenses) (hereinafter: **"Equipment"**);
	2. the technical maintenance of the rented film equipment and its transport;

(hereinafter collectively referred to as: **"Services"**).

1. The General Terms and Conditions do not apply when the Customer is a consumer within the meaning of Art. 221 of the Civil Code.
2. The General Terms and Conditions always constitute an integral part of the contractual relationship between Heliograf and the Customer if: (1) they are an annex to the contract or order confirmation; (2) they are referred to in the contract or order confirmation; (3) they have been delivered or made available to the Customer in electronic form, in particular by means of a link to the Heliograf website containing the General Terms and Conditions. Any deviation from the application of the General Terms and Conditions must be stated in document form. If the provisions of the General Terms and Conditions are inconsistent with the content of the contract or the accepted order, the provisions of the contract or the accepted order will take precedence.
3. In the event that the order or contract for Services is concluded by a third party on behalf of, and for the benefit of, the Customer, the third party is obliged to have the authority to act on behalf of the Customer to the extent corresponding to the scope of the contract or order, and to inform the Customer about their content and the content of the General Terms and Conditions. If the third party fails to comply with the provisions of the preceding sentence, it will be liable for the damage incurred by Heliograf in this respect.

§ 2

1. Heliograf provides the Services with due diligence, in accordance with commercial practices, taking into account the standards in force in the Republic of Poland in the scope of providing the Services.
2. Heliograf shall be liable for damages in the event of gross negligence or wilful misconduct on its part or on the part of the entities through which it performs the Services. Heliograf's liability will be limited to the value of the remuneration for the Services, unless the generally applicable legal provisions do not provide for such limitation of liability.
3. The Customer is obliged to cooperate with Heliograf in order for the Services to be properly performed, and in particular is obliged to provide any appropriate information, instructions and documents in a timely manner.
4. The Customer is obliged to provide Heliograf's representatives with the necessary access to the premises or area where the Services are to be provided, and ensure that a person designated by Heliograf has the possibility to handle the rented Equipment, if it is covered by the scope of the contract or order.
5. Where the value of the Equipment exceeds PLN 150,000.00 (in words: one hundred and fifty thousand zlotys), Heliograf will be entitled to demand that the Customer insures the Equipment against all risks. In this case, the insurance cover must start at the latest on the date of issue of the Equipment and end at the earliest on the day following the date of return of the Equipment. Heliograf will notify the Customer in each case of the required sum for insuring the Equipment. If the Customer fails to conclude an appropriate insurance contract, or refuses to present an insurance document upon request by Heliograf, this entitles Heliograf to terminate the contract with immediate effect and refuse to issue the Equipment and suspend the provision of Services, or to oblige the Customer to return it immediately if the Equipment has already been issued.
6. The Customer is obliged to use the Equipment only in accordance with its intended purpose, observing the rules for using the Equipment, in particular the safety rules and instructions issued by the Equipment manufacturer. The Customer is obliged to become acquainted with these rules and instructions, and Heliograf is obliged, if the Customer does not have access to them, to make their contents available to the Customer upon request in the form of a scan or print-out.
7. Should there be any event resulting in, or with a high probability that it may result in, damage to the Equipment, the Customer is obliged to:
	1. use all available means to protect the Equipment and, in the event of damage, minimise its consequences,
	2. immediately notify Heliograf about the situation, but not later than within 24 hours of the event,
	3. keep the damaged parts and hand them over to Heliograf,
	4. refrain from carrying out repairs, maintenance or replacement of damaged parts on his own, except that the Customer may himself replace parts that are subject to rapid wear and tear with the express prior consent of Heliograf.
8. The Customer is obliged to use the Equipment only on the territory of the Republic of Poland.
9. In the event that the Customer wishes to use the Equipment outside the territory of the Republic of Poland, he is obliged to obtain the explicit prior consent of Heliograf for the use of the Equipment outside the territory of the Republic of Poland, and to meet any additional requirements specified by Heliograf.
10. The Customer is not entitled to interfere with the Equipment software.
11. The Customer is responsible for his own actions or omissions, and the actions and omissions of the persons to whom he entrusts the Equipment, as well as the operation of the Equipment.
12. In the event of damage to the Equipment, the Customer is obliged to cover all repair costs, within a maximum period of 14 calendar days from the date of receipt by the Customer of the request to this effect, to the bank account of Heliograf indicated in the request.
13. In the event of the theft, loss, breaking up or destruction of the Equipment, and should the insurer refuse to cover such claim, the Customer will be obliged to reimburse Heliograf for the value of the Equipment, within 14 calendar days of receipt by the Customer of the request to this effect, to the bank account of Heliograf indicated in the request.
14. For all damage, including damage to the property of the Customer or third parties, and damage to the life and health of individuals arising from misuse of the Equipment by the Customer or use of the Equipment in inappropriate conditions, which the Customer is obliged to secure, or the failure to secure the appropriate conditions for Heliograf to provide the Services (including but not limited to the applicable general and health and safety regulations), only the Customer shall be liable.

§ 3

1. Orders are placed by Customers electronically, and should specify in particular:
	1. the entity to which the Equipment is to be made available for hire,
	2. the quantity and type of Equipment,
	3. the date on which the Equipment is to be handed over and returned,
	4. additional services, if they are to be provided,
	5. the place of delivery of the Equipment, if the Customer requests an additional service for transport of the Equipment.
2. The handover of the Equipment to the Customer will take place at the Heliograf warehouse at the following address: Heliograf Sp. z o.o., ul. Sokołowska 11, 05-806 Sokołów.
3. Upon receipt of the Equipment, the Customer is obliged to verify that the Equipment issued conforms with the contents of the order or contract in terms of quantity, technical efficiency and condition. If the Customer raises no objections in this regard, it is assumed that the Equipment has been issued in the state and quantity in accordance with the order or contract.
4. The risk of accidental loss, mechanical damage or destruction of the Equipment passes to the Customer upon handover of the Equipment to the Customer.
5. The return of the Equipment by the Customer will take place in the Heliograf warehouse at: Heliograf Sp. z o.o., ul. Sokołowska 11, 05-806 Sokołów. Heliograf reserves the right to verify that the Equipment is complete and in working order within 2 weeks of the date of return of the Equipment.
6. Upon return of the Equipment, Heliograf is entitled to delete all data entered into the memory of the Equipment by the Customer. Heliograf isnot liable for damage resulting from the deletion of data from the memory of the Equipment after its return.
7. Heliograf does not allow for the shipping and return of the Equipment by the Customer via external transport companies.

§ 4

1. For the rental of the Equipment and any additional services provided by Heliograf, the Customer shall pay remuneration in accordance with the price list, or specified each time in the contract or order.
2. Heliograf reserves the right to make the conclusion of a contract or acceptance of an order subject to payment by the Customer of a security deposit or advance payment in the amount specified by Heliograf.
3. The Customer agrees that invoices may be issued and sent electronically, but the Customer may at any time notify Heliograf of his wish to receive paper invoices, specifying the address for delivery.
4. The invoice for the services provided by Heliograf shall be issued by Heliograf within 14 days from the date of delivery of the Equipment to the Customer.
5. The issued invoice will be sent to the Customer by Heliograf in electronic form to the email address indicated by the Customer. If the Customer does not indicate a separate email address, the invoice will be sent to the email address used by the Customer when placing the order.
6. The invoice payment term will be 21 (in words: twenty-one) days from the date of delivery of the invoice issued by Heliograf to the Customer.
7. The date of payment of the invoice is the date that the Heliograf bank account is credited with the amount.

§ 5

The Customer is obliged to keep the terms and conditions of the collaboration between him and Heliograf, in particular the content of the contract or order as well as any information obtained in connection with the collaboration, secure against third-party access and not to disclose them without prior written approval from Heliograf.

§ 6

1. Either Heliograph or the Customer may terminate the contract or order with immediate effect if the other party fails to fulfil or breaches any material provisions of the General Terms and Conditions, contract or order.
2. Heliograf has the right to terminate the contract or order with immediate effect, refuse to execute the order or stop the provision of Services in the event that the Customer is in arrears with payments to Heliograf by more than PLN 10,000, despite being sent a reminder by Heliograf to settle the debt with a deadline of not less than 3 working days and the ineffective expiry of this deadline.
3. If the Parties fail to reach an agreement on any disputes that may arise in connection with the collaboration between Heliograf and the Customer, the common court with jurisdiction for the seat of Heliograf shall be competent to settle the dispute.
4. These General Terms and Conditions enter into force on 1st October 2021.