

# HASSELBLAD

## HASSELBLAD RENTAL PROGRAM TERMS

The Hasselblad Rental Program (the “**Program**”) launched and promoted by Victor Hasselblad AB (together with its affiliated companies collectively hereinafter referred to as “**we**”, “**us**” or “**Hasselblad**”) is intended to offer opportunities to our customers of easy access to a variety of our camera products.

By participating in this Program, checking the “By clicking the ‘AGREE’ button, I agree to the Hasselblad Rental Program Terms,” inputting your identification information in the input box below and clicking the “AGREE” button, you acknowledge that you have read, understood, and agree to be bound by the following terms and conditions (these “**Terms**”):

1. **RENTAL OF EQUIPMENT.** During the Term, we will provide rental equipment (the “**Equipment**”) which has been made available for this Program and as you would have reserved on our website at [www.hasselblad.com](http://www.hasselblad.com) (together with all associated sites linked to [www.hasselblad.com](http://www.hasselblad.com) by Hasselblad, collectively, the “**Site**”) at rates defined accordingly on the Site. You may pick up the Equipment at the location as you select in the course of reserving the Equipment on the Site. Before you pick up the Equipment, you may make the payment of the corresponding rent (the “**Rent**”) for the Equipment during the Term online once reserving such Equipment on the Site or at the pick-up location. The full title of the Equipment remains being possessed by Hasselblad unless you choose to purchase the Equipment pursuant to Section 3 hereof. You shall keep and maintain the Equipment in a good state of repair, normal wear and tear excepted, during the Term of the rental at your own cost and expense.
2. **LOST, STOLEN, OR DAMAGED EQUIPMENT.** You shall pay full compensation for replacement and/or repair of any Equipment which is not returned in a good state of repair as provided in Section 1 above. Our invoice for replacement or repair is conclusive as to the amount you shall pay under this paragraph for repair or replacement.
3. **PURCHASE OPTION.** Upon pick-up of the Equipment, we will provide you with a “Try to Buy” voucher. You will be entitled to an option to purchase the Equipment at any time during the Term, and to a full deduction of the price paid for the Rent with such “Try to Buy” voucher, up to a maximum value of 1.000 EUR (or local currency equivalent).
4. **NO WARRANTY.** THE EQUIPMENT AND ALL MATERIALS, AND CONTENT AVAILABLE THROUGH THE EQUIPMENT ARE PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS, WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED. WE DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE EQUIPMENT AND ALL MATERIALS, INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (B) ANY WARRANTY ARISING OUT

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OF COURSE OF DEALING, USAGE, OR TRADE. WE DO NOT WARRANT, THAT THE EQUIPMENT, OR ANY PORTION OF THE EQUIPMENT, OR ANY MATERIALS, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND DO NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED. NEITHER PARTY HAS THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF THE OTHER PARTY TO ANY THIRD PARTY.

5. **LIMITATION OF LIABILITY.** IN NO EVENT WILL HASSELBLAD BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS OR ANTICIPATED PROFITS, LOSS OF BUSINESS OR BUSINESS OPPORTUNITY, LOSS OF DATA, LOSS OF GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO YOU'S ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE EQUIPMENT, OR ANY MATERIALS, DATA, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WE HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE. EXCEPT AS PROVIDED IN THIS AGREEMENT, THE AGGREGATE LIABILITY OF HASSELBLAD TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PORTION OF THE EQUIPMENT OR OTHERWISE UNDER THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE TOTAL PRICED PAID TO HASSELBLAD BY YOU, NET ALL DISCOUNTS, REFUNDS, CREDITS, VALUE OF REPLACEMENTS, FOR THE EQUIPMENT DIRECTLY CAUSING THE LIABILITY.
6. **TERM AND TERMINATION.** These Terms shall remain in force from the date when you accept such Terms on the Site to the end of the rent period as you designated when reserving the Equipment (the "**Term**"). We may terminate these Terms immediately upon your failure to make payment of the Rent when due, or upon your breach of these Terms.
7. **RETURN.** Upon expiry or termination of these Terms, you shall return the Equipment to us, in the same condition as the Equipment existed at the time when the you took possession of the Equipment, normal wear and tear excepted. No allowance will be made for any Equipment or portion thereof which is claimed not to have been used. The Equipment shall be returned to us at your risk, cost and expense. In the event of any delay of more than ten (10) days in return of the Equipment after the expiry or termination of these Terms, additional rent for the Equipment will continue to be charged at corresponding rate on a full-term basis for any additional term or portion thereof until the Equipment is returned. Acceptance of returned Equipment by us does not constitute a waiver of any of the rights we have under these Terms or applicable laws. You shall pay all reasonable attorney's fees and other fees, expenses and costs incurred by us in protection of our rights under these Terms and for any action taken us to collect any amounts due under these Terms.

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8. **CONFIDENTIALITY.** You acknowledge any information disclosed by Hasselblad to you, whether orally or in writing, that is designated as confidential or is otherwise reasonably expected to be treated in a confidential manner under the circumstances of disclosure under this Program or by the nature of the information itself, including technology and technical information, product plans and designs, and business processes, shall not be disclosed by you to any third parties without our prior written consent.
9. **DATA PROTECTION.** Any of your personal information to be collected and stored under this Program will be strictly protected subject to our privacy policies and applicable laws. You agree to have full responsibility for backing up and protecting all data used in connection with the Equipment and the impact it may cause on your data, and specifically holds Hasselblad harmless from any damages in connection with such data.
10. **GOVERNING LAW AND ARBITRATION.** These Terms shall be governed by and construed in accordance with the laws of Sweden as applied between Swedish legal entities, without regard to its principles of conflict of laws. Any dispute, controversy or claim arising out of or in connection with these Terms, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the “**SCC**”). The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators. The seat of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be English.
11. **ENTIRE AGREEMENT.** These Terms constitute the entire agreement between you and Hasselblad with respect to the matter hereof and supersede all prior proposals, negotiations, conversations, discussions and agreements between you and Hasselblad concerning the subject matter hereof.
12. **GENERAL.** You agree that the Site shall be deemed a passive website that does not give rise to personal jurisdiction over Hasselblad, either specific or general, in jurisdictions other than Sweden. These Terms and any other agreements expressly incorporated by reference into these Terms are the entire and exclusive understanding and agreement between you and Hasselblad regarding your use of the Site and Equipment. Except as expressly permitted above, these Terms may be amended only by a written agreement signed by authorized representatives of all parties to these Terms. You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms at any time without notice or consent. The failure to require performance of any provision will not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or default of these Terms, or any provision of these Terms, be a waiver of any subsequent breach or default

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or a waiver of the provision itself. Use of section headers in these Terms is for convenience only and will not have any impact on the interpretation of any provision. If any part of these Terms is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect. Upon termination of these Terms, Sections 4 through 12, and any other accompanying agreements, will survive.