

Saga Productions

Terms and Conditions · Camera, Audio, Lighting, Grip and Expedition Equipment

Rental Company:	Spitsbergen Invest AS, trading as Saga Productions
Org.nr.:	917 248 932
Address:	Mellemveien 7, 1363 Høvik, Norway
Email:	info@sagaproductions.no
Version:	1.0 · 2026 · Governing law: Norway · Oslo as legal venue

IMPORTANT NOTICE

This agreement governs the rental of camera, audio, lighting, grip and expedition equipment by **Spitsbergen Invest AS (Saga Productions)** to professional clients. Clients are advised to seek independent legal advice before entering into this agreement. This agreement is adapted for use under **Norwegian law**, with Oslo as legal venue.

1.

DEFINITIONS

"Rental Company" means Spitsbergen Invest AS, org.nr. 917 248 932, trading as Saga Productions, Mellemveien 7, 1363 Høvik, Norway.

"Client" means the entity or individual identified in the booking confirmation.

"Equipment" means all items listed in the confirmed rental order.

"Rental Period" means the period from confirmed pickup to confirmed return date, inclusive. Minimum one (1) day.

"Rental Agreement" means this document together with the booking confirmation email.

2.

FORMATION OF AGREEMENT

A binding agreement is formed when Rental Company issues a written booking confirmation by email. The online enquiry constitutes an offer; the confirmation constitutes acceptance under Norwegian contract law.

Rental Company reserves the right to decline any enquiry. No Equipment will be released until written confirmation has been issued and, where applicable, a deposit received.

These Terms govern all rentals and prevail over any conflicting terms in the booking confirmation unless expressly varied in writing by Rental Company.

3.

CONDITION AND TESTING

Rental Company warrants that all Equipment is free from known defects and in good working order at pickup, to the best of its knowledge.

Client shall inspect and test all Equipment at pickup. Acceptance of Equipment constitutes acknowledgment that it is in good working order. Any discrepancy must be reported immediately in writing.

If Client discovers a malfunction not caused by Client's negligence, Client shall notify Rental Company immediately. Rental charges for confirmed non-functioning Equipment shall be abated from the time of written notification and return.

4.

PAYMENT AND PRICING

All prices are in NOK. Rentals in mainland Norway are subject to 25% VAT in accordance with Norwegian VAT law. Svalbard rentals are exempt from Norwegian VAT under the Svalbard Act and applicable Norwegian VAT regulations.

Payment terms are specified in the booking confirmation. Rental Company may require a deposit or full prepayment before releasing Equipment. Late payment accrues interest at the statutory rate prescribed by Norwegian law.

Volume discounts apply to daily rental rates only (not admin fees or insurance): Day 1 — full rate; Day 2 — 10% off; Day 3 — 20% off; Day 4+ — 40% off per day.

Admin fee: NOK 500 (mainland Norway) or NOK 5,000 (Svalbard). Daily insurance contribution as stated in booking confirmation.

5.

RISK OF LOSS

Risk of loss passes to Client when Equipment comes into Client's custody — at collection or upon delivery by Rental Company.

Client assumes all risk of loss or damage throughout the Rental Period, except where loss arises directly from Rental Company's negligence or wilful misconduct.

If transported by a third-party carrier at Client's request, Client assumes all risk in transit and all transportation costs. Risk reverts to Rental Company only upon physical return and written acknowledgment.

6.

USE OF EQUIPMENT

Client shall use Equipment only for its intended professional purpose, in accordance with manufacturer's instructions and applicable Norwegian law.

Equipment may only be operated by qualified professionals. Where a licence is required under Norwegian law, only duly licensed personnel may operate the Equipment.

Client shall not sub-rent, lend, pledge or transfer Equipment without Rental Company's prior written consent. Client shall back up all media promptly and clear all data before return. Rental Company may clear Equipment of remaining content upon return.

7.

INSURANCE

Client is strongly encouraged to maintain comprehensive equipment insurance covering the full replacement value of all rented Equipment throughout the Rental Period.

The daily insurance contribution included in bookings provides basic coverage but does not release Client from liability for loss or damage caused by Client's negligence or wilful acts.

Client shall provide evidence of insurance upon request. Rental Company maintains its own liability insurance in accordance with applicable Norwegian requirements.

8.

DAMAGE AND MISSING EQUIPMENT

Client is responsible for all repair or replacement costs (without deduction for depreciation) for Equipment that is lost, stolen, damaged or destroyed during the Rental Period.

Rental Company will provide a written statement of missing or damaged Equipment within three (3) business days of return and forward cost estimates upon receipt.

Replacement value is determined by the manufacturer's recommended retail price at the time of loss, without depreciation deduction, unless otherwise agreed in writing.

9.

DELIVERY AND RETURN

Equipment is available for collection from Mellemveien 7, 1363 Høvik, during agreed hours, or from the agreed Longyearbyen location for Svalbard rentals.

Delivery is available on request at an additional cost agreed in writing prior to the rental commencing.

Equipment must be returned in the same condition as received, cleaned, packed and complete with all accessories and cases. Late return incurs additional charges at the **full daily rate with no volume discount** for each day or part-day beyond the confirmed return date.

10.

DEFAULT

Client is in default if: (a) Client fails to pay when due; (b) fails to return Equipment on time; (c) uses Equipment in breach of these Terms; (d) becomes insolvent or enters bankruptcy proceedings under Norwegian law.

Upon default, Rental Company may terminate the rental, demand return of Equipment, and pursue all available remedies including outstanding charges, repair and replacement costs, and reasonable legal and collection costs.

11.

LIMITATION OF LIABILITY

To the fullest extent permitted by Norwegian law, Rental Company shall not be liable for indirect or consequential losses including loss of production, data, profits or additional production expenses.

Rental Company's total aggregate liability shall not exceed the total rental charges paid by Client for the Rental Period in question.

Nothing herein excludes liability for death or personal injury caused by negligence, or for fraud, as required by Norwegian mandatory law.

12.

INDEMNITY

Client agrees to indemnify, defend and hold harmless Rental Company and its officers, employees and agents against any and all claims arising from: (a) Client's use, possession or operation of Equipment; (b) Client's breach of these Terms; or (c) the negligence or wilful misconduct of Client, its employees, agents or contractors.

Rental Company agrees to indemnify Client against claims arising solely from Rental Company's own negligence or wilful misconduct.

13.

DATA PROTECTION

Rental Company processes personal data in accordance with Norwegian data protection law (implementing GDPR) solely for administering the rental agreement and communicating with Client.

Client data will not be shared with third parties except as required to fulfil the rental or as required by law. Client has the right to access, correct and delete personal data. Contact: info@sagaproductions.no

14.

GOVERNING LAW AND JURISDICTION

This Agreement is governed by the laws of Norway. The parties submit to the exclusive jurisdiction of Oslo District Court for resolution of any dispute, unless mandatory Norwegian law provides otherwise.

If any provision is found invalid or unenforceable, the remaining provisions continue in full force and effect.

15.

ENTIRE AGREEMENT

These Terms and Conditions, together with the booking confirmation email, constitute the entire agreement between Rental Company and Client, superseding all prior representations and agreements.

Any variation must be agreed in writing by an authorised representative of Rental Company.

Electronic acceptance via sagaproductions.no constitutes valid consent equivalent to a signed original under Norwegian contract and e-commerce law.

EQUIPMENT HANDOVER AND SIGNATURE

Physical signatures are collected at the point of equipment handover using a Saga Productions iPad. Both Rental Company and Client sign digitally at pickup, confirming the equipment list and agreement to these Terms. A signed PDF record is emailed to both parties immediately.

ONLINE BOOKING	IPAD HANDOVER SIGNATURE
Enquiry submitted via sagaproductions.no → booking confirmation email from Saga Productions = binding agreement. No physical signature required.	At equipment pickup, Client and Saga Productions representative sign on iPad. Signed equipment list and agreement confirmation emailed to Client immediately.