

## Terms and Conditions of Sale

- 1. QUOTATIONS: ACCEPTANCE:** The quotation to which these Terms and Conditions of Sale (the "Terms") are attached or relate (the "Quotation"), shall expire 30 days after the date issued, unless otherwise set forth in the Quotation. No order is binding on Videology unless accepted in writing (the "Order Acknowledgement"). The Quotation is subject to change without notice and supersedes any earlier quotations. Buyer's order is expressly limited to the Terms. Videology hereby objects to and rejects any proposal for additional or different terms or any attempt by Buyer to vary any of the Terms, including but not limited to, additional or different terms in Buyer's order. Any and all such additional or different terms or variances shall be deemed material. By submitting an order or by accepting and/or using any deliverable Buyer agrees to all of the Videology Terms and Conditions.
- 2. MODIFICATION OF TERMS: PARAGRAPH HEADINGS:** Nothing contained in the Quotation shall modify any of the Terms unless specific reference is made to the Term sought to be changed. The paragraph headings set forth herein are for convenience only and shall be disregarded in the interpretation of this offer.
- 3. TESTING:** Using its standard test procedures, Videology shall test the equipment in Videology's facility. Buyer shall have no right to test or inspect any equipment at Videology's facility without Videology's prior written permission.
- 4. SERVICES:** The prices quoted for equipment and parts do not include the services of an engineer unless stated otherwise in an accepted order. Videology will provide such services as may be specifically described in an accepted order, but shall have no obligation to provide any other services unless agreed by Videology in writing. Services are not provided as work-for-hire and Videology retains, on an exclusive basis, all rights to any intellectual property developed, delivered and/or used in providing services. Upon request, Videology may furnish technical advice or assistance as it has available in reference to the use of equipment or parts. It is expressly understood, however, that all such technical advice or assistance is given "AS-IS" and that Videology assumes no obligation or liability for the advice or assistance given or results obtained. All such advice or assistance being given and accepted is at Buyer's risk. Without limiting the foregoing, Videology will not be liable for any delays by Buyer in providing reasonable assistance in connection with the design or manufacture of custom items, if any.
- 5. SPECIFICATIONS:** General specifications not included shall be in accordance with the engineering judgment and design and manufacturing practices of Videology. Videology may make reasonable changes in any itemized and/or general specifications of standard or custom items, in accordance with the engineering judgment, design and manufacturing practices of Videology and such changes will not provide a basis for Buyer to claim non-conformance or refuse to accept the items. Any variations requested by Buyer shall not be made unless Buyer has agreed in writing to pay Videology's quoted price.
- 6. WEIGHTS:** All weights given are estimated weights of the total materials required for the manufacture of the equipment.
- 7. SUBSTITUTES, CHANGES, AND IMPROVEMENTS:** Videology may furnish suitable substitutes for materials unobtainable because of priorities or regulations established by government authority or unavailability of materials from suppliers. Details of design and construction as stated in the proposal may be only approximate and are therefore subject to revision by Videology at any time. Videology may revise its prices if changes in the layout or arrangement are desired or required by conditions of which Videology was unaware or which were unforeseen by Videology at the time the proposal was submitted.
- 8. DRAWINGS:** All drawings, blueprints, dies, patterns, tools, printing plates, designs, specifications, etc., (collectively, "Materials") prepared or constructed by Buyer and delivered to Videology in connection with this sale shall belong to Buyer and shall be returned by Videology to Buyer as soon as practicable after delivery of the equipment; however, nothing herein shall be interpreted as an understanding or agreement that details of shop drawings or patterns will be furnished by Videology. All Materials prepared by Videology shall belong to Videology.
- 9. PRICE:** The price for deliverables is set forth in the accepted order. Prices shown on the face hereof are firm for the quantities listed provided that Buyer and Seller have agreed upon a delivery date. In the absence of an agreed upon delivery date, Seller reserves the right to increase prices to those in effect at the time when delivery date is agreed upon. The price is exclusive of taxes and shipping related costs and is payable in the currency provided on the accepted order. Price, delivery terms, availability of deliverables and descriptions and specifications of deliverables are subject to change without notice. The opening and maintenance of a credit account with Videology is subject to Buyer providing satisfactory references and observing all of the terms on which

### VIDEOLOGY HEADQUARTERS

35 Hampden Road  
Mansfield, MA 02048  
United States

Tel: +1 401 949 5332  
Fax: +1 401 949 5276

### VIDEOLOGY EUROPE

High Tech Campus 5  
5656 AE Eindhoven  
The Netherlands

Tel: +31 40 7200159



Effective August 2023

Page 1 of 5

*Excellence.  
Every day. Every time.*

credit is given. Videology reserves the right to refuse to extend credit at any time and for any reason. Any discounts, rebates or similar allowances given by Videology for the deliverables are expressly conditioned upon full and timely payment of the price when due.

**10. PAYMENT:** At Videology's option the price and any applicable taxes, shipping related costs, or other charges are due and payable on or before delivery, as identified by the term on the seller's proposal or if invoiced by Videology, payable upon receipt of invoice; net thirty (30) days. If Buyer fails to make payment when due, in addition to Videology's other rights and remedies, Buyer shall pay Videology a late charge equal to the greater of 1.5%, per month and/or part of a month on the remaining unpaid balance due Videology.

**11. DELIVERY/STORAGE:** Videology can, at its option, ship the goods before the Delivery dates outlined in the Order Acceptance unless specifically restricted by Buyer prior to Delivery. If the equipment is not shipped within five (5) days after notice to Buyer that it is ready for shipping for any reason beyond Videology's control, including Buyer's failure to give shipping instructions, Videology may store the same at Buyer's risk in a warehouse or upon Videology's premises, and Buyer shall pay all handling, transportation and storage costs at the prevailing commercial rates upon submission of invoices therefor.

**12. INSPECTION:** Promptly upon receipt of the goods at the Buyer's facility, but no later than five (5) calendar days, Buyer shall (i) examine and inspect all deliverables; and (ii) notify Videology of any defect in material or workmanship or any other fact that causes the deliverables not to conform to the agreement between Buyer and Videology. Failure to so inspect and inform Videology of a defect within the foregoing time period or the use of a deliverable by Buyer at any time shall be conclusive evidence that Videology has satisfactorily tendered delivery and that Buyer has inspected and accepted the deliverables. Buyer agrees that the foregoing time period provides Buyer with a reasonable time to inspect deliverables. Should Buyer properly notify Videology of any defects in deliverables, in addition to any obligations Buyer may have to Videology, Buyer shall re-pack the deliverable into its original packaging and store that deliverable indoors and in a dry and temperature regulated facility pending instructions from Videology.

**13. EXCUSABLE DELAYS:** Videology shall not be liable for delays or defaults in furnishing goods or services hereunder if such delays or defaults on the part of Videology are due to acts of God, terrorism, war or hostilities, acts of Government of the United States or any state or political subdivision thereof, fires, floods, explosions, or other catastrophes, epidemics and quarantine restrictions, strikes, slowdowns or labor stoppages of any kind, freight embargoes, unusually severe weather, inability to obtain necessary supplies or materials, delay of supplier due to such causes or due to any other causes whether or not similar to the foregoing beyond the control of Videology. Receipt and acceptance of the equipment ordered by the Buyer shall constitute a waiver of all claims for loss or damage due to delay.

**14. WARRANTY AND GUARANTEE:**

**14.1**

- a) Videology warrants, to the original purchaser of Videology manufactured Products (Products) the Products shall be free from defects in materials and workmanship for a period of twelve (12) months from the date of shipment, when installed and operated within the specifications for which they were designed. This is a Product warranty, not an application warranty.
- b) Except as specified IN THIS SECTION, VIDEOLOGY makes no warranty, expressed or implied, including without limitation the implied warranties of merchantability and fitness for a particular PURPOSE or any warranty arising from any course of dealing, course of performance or usage of trade AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT THE EQUIPMENT OR COMPONENTS WILL MEET CLIENT'S REQUIREMENTS, PERFORM ANY SPECIFIC FUNCTION OR APPLICATION OR ACHIEVE A DESIRED RESULT OTHER THAN AS EXPRESSLY SET FORTH HEREIN.
- c) During the Warranty Period, Videology will, at its option and in its sole discretion, either (i) repair or replace any Product which does not comply with the above warranty without charge to the purchaser or (ii) require the return of the Product giving rise to the claim and, upon receipt, refund the pro-rated portion of the fees paid for said Product. Any replacement Products shall be warranted for the remainder of the original warranty or for six (6) months, whichever is longer. All Products should be inspected for obvious damage upon arrival. If Product(s) have been damaged in transit, the Videology Service Department must be notified within 72 hours. This warranty does not apply to any Product which (a) has not been installed and/or used in accordance with the

**VIDEOLOGY HEADQUARTERS**

35 Hampden Road  
Mansfield, MA 02048  
United States

Tel: +1 401 949 5332  
Fax: +1 401 949 5276

**VIDEOLOGY EUROPE**

High Tech Campus 5  
5656 AE Eindhoven  
The Netherlands

Tel: +31 40 7200159



Effective August 2023

Page 2 of 5

*Excellence.  
Every day. Every time.*

specifications recommended by Videology for the proper and normal use of the equipment or (b) has been contaminated with corrosive, reactive, harmful chemicals, gases or any radioactive or biological materials or (c) is based on designs or specifications provided to Videology. If a seal is used on the Product, any removal or breaking of the seal shall void the warranty. THE FOREGOING SHALL CONSTITUTE THE EXCLUSIVE AND SOLE REMEDY OF THE PURCHASER FOR ANY BREACH BY VIDEOLOGY OF EXPRESS OR IMPLIED WARRANTIES FOR THE PRODUCTS.

- d) Videology guarantees to the Customer that the Videology Product or service for which the Customer received this warranty was designed, developed and/or fabricated using reasonable commercial care and good manufacturing practices. Any equipment or components returned to Videology for service, whether under warranty or otherwise, require a Return Material Authorization (RMA) number obtained from Videology's Service Department. When requesting your RMA, you must specify the Product or service in question by part number, unit serial number(s), and location of the system. Shipping costs both to and from Videology facilities are the responsibility of Customer.  
Please contact the service facility most convenient to your location from the list below:  
Videology USA - 35 Hampden Rd, Mansfield MA 02048 USA +1 401 949 5332  
Videology Europe - High Tech Campus 5, 5656 AE Eindhoven, The Netherlands +31 40 7200159
- e) Equipment returned to Videology for service must be shipped DDP Videology facility as shown above; Incoterms 2020. If warranty repair at the Customer site is deemed necessary by Videology, Customer will be responsible for all necessary expenses incurred including, but not limited to, hotel lodging, airline transportation, meals, car rental, fuel and tolls. Videology's obligation hereunder shall be limited to such repair and replacement and shall be conditioned upon Videology receiving written notice of any alleged defect within ten (10) days after its discovery.
- f) This warranty does not cover damages due to:
- (i) failure to install, operate or maintain equipment or parts as directed in any instruction manual provided or under applicable law or regulation;
  - (ii) misuse, abuse, neglect or modification of any equipment or parts in any way;
  - (iii) improper service and repair, use of non-approved replacement parts or accessories that are not specified by Videology;
  - (iv) improper installation of equipment or parts;
  - (v) incorrect supply, accident, fire, flood, acts of God or other casualty;
  - (vi) use of equipment or parts other than for its intended purpose;
  - (vii) use of equipment or parts in a corrosive atmosphere or any atmosphere containing contaminants;
  - (viii) any defect in equipment or parts arising from a drawing, design, or specification supplied by or on behalf of the Customer;
  - (ix) failure of equipment or parts not manufactured by Videology; or
  - (x) Videology not being provided the opportunity to inspect the damaged item.
- g) Videology does not cover damages due to:
- (i) Shipping that was not Videology's responsibility;
  - (ii) On-site service and repair, unless approved by Videology in writing;
  - (iii) Travel and living expenses incurred for on-site repair deemed necessary by Videology;
  - (iv) Cost associated with removal or re-installation of the Product;
  - (v) Modifications by Customer that customize the Product; required due to the application or Customer environment.

**14.2** Videology will not, under any circumstances, be liable for any special, indirect, punitive or consequential damages (even if Videology has been notified of the possibility of such damages) resulting from or related to any Product including, without limitation, any loss of profits, or loss of opportunity.

**15. CLAIMS:** Any and all claims by Buyer shall be made in writing within 30 days from the date of delivery unless a longer period is expressly provided hereunder. Failure to present any such claim within the time fixed herein shall constitute a waiver of every such claim.

**16. CANCELLATION:** Orders accepted by Videology may be canceled by Buyer only with the prior written consent of Videology and only upon payment of reasonable cancellation charges which shall include expenses already incurred, including commitments

**VIDEOLOGY HEADQUARTERS**

35 Hampden Road  
Mansfield, MA 02048  
United States

Tel: +1 401 949 5332  
Fax: +1 401 949 5276

**VIDEOLOGY EUROPE**

High Tech Campus 5  
5656 AE Eindhoven  
The Netherlands

Tel: +31 40 7200159



Effective August 2023  
Page 3 of 5

*Excellence.  
Every day. Every time.*

made by Videology, and charges for work already done. No deliverable may be returned unless Videology agrees in writing and such deliverable is (i) in new condition, suitable for resale in its undamaged original packaging and with all its original parts and (ii) has not been used, installed, modified, rebuilt, reconditioned, repaired, altered or damaged. If Videology agrees to accept a return, Buyer must pay all costs and bear all risk of returning the deliverable to Videology's plant.

**17. TAXES:** To the extent legally permissible, all present and future taxes imposed by any Federal, State, foreign or local authority which Videology may be required to pay or collect upon or with respect to the sale, purchase, transportation, storage or use of the equipment purchased from Videology (other than income tax of Videology) shall be for the account of Buyer, and it shall be added to the purchase price and paid by Buyer. Buyer shall indemnify and hold harmless Videology against such taxes together with interest thereon.

**18. COMPLETE AGREEMENT: MODIFICATION: EXCLUSION OF PAROLE EVIDENCE:** The Quotation and the Terms and Conditions constitute the entire agreement between Buyer and Videology with reference to the subject matter hereof and may be modified, or any right waived, only by a written document signed by the party to be charged that specifically references these Terms and Conditions and the section(s) so modified.

**19. NON-ASSIGNABILITY: BINDING EFFECT:** This contract shall not be assigned in whole or in part by the Buyer without the prior written consent of Videology, and it shall be binding upon each party's successors and permitted assigns. Any assignment without the Buyer's prior written consent is void.

**20. SHIPMENT:** Delivery is F.C.A. (2020 Incoterms) Videology's facility unless otherwise agreed to in the Order Acceptance. Delivery by Videology to a carrier shall constitute a transfer of full responsibility to Buyer for any and all loss or damage to all equipment from all causes from and after the time of such delivery. If Buyer fails to designate carrier prior to date specified for shipment, Videology may ship equipment by such carrier as Videology may designate F.C.A.Videology's facility, and Buyer shall pay all shipping charges. Shipping dates are approximate and not guaranteed. If Buyer fails to furnish needed information, dates of shipment may be extended.

**21. TERMINATION IN EVENT OF INSOLVENCY, ETC:** If Buyer ceases to conduct its operations in the normal course of business (including inability to meet its obligations as they become due) or if any proceeding under the bankruptcy or insolvency laws is brought by Buyer, or if any such proceedings are brought against Buyer or a receiver for Buyer is appointed and such proceeding or receivership is not terminated within 30 days from the commencement thereof, or if Buyer shall make an assignment for the benefit of creditors, Videology may terminate this agreement without liability on its part, and Buyer shall nevertheless, be liable for cancellation charges to the extent set forth in Section 17 above. In addition, if Videology has received notice of a claim from a third party, Videology may temporarily cease performing under, or terminate, this contract at its option, without liability, and in the event of such termination Buyer shall nevertheless be liable for cancellation charges to the extent set forth in Section 17.

**22. CORRECTIONS:** All proposals of Videology are subject to subsequent correction in case of any error, including typographical and clerical errors and errors in engineering.

**23. NOTICES:** Any notice, demand, or communication in connection with the contract between Buyer and Videology ("Notice") shall be deemed to have been adequately transmitted and given, made or served when mailed by United States certified or registered mail, postage prepaid, to the appropriate party directed to the attention of its President at the address set forth on the reverse side hereof or at such other address most recently specified by such person by notice in writing to the party giving such Notice.

**24. GOVERNING LAW: ARBITRATION:** The interpretation and performance of this contract shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to the conflicts of law provisions thereof or the U.N. Convention on the International Sale of Goods. Any controversy or claim arising under, out of, or in connection with this contract or any breach or claimed breach hereof shall be settled solely and exclusively by binding arbitration in the City of Rochester, State of New York, in accordance with the then current rules of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof.

**25. AGENT'S AUTHORITY:** No representative, agent, or dealer has authority to obligate Videology by any terms, stipulations or conditions not herein expressed.

**26. INTELLECTUAL PROPERTY:** Videology is not transferring to Buyer any patent, copyright, or other intellectual property rights

**VIDEOLOGY HEADQUARTERS**

35 Hampden Road  
Mansfield, MA 02048  
United States

Tel: +1 401 949 5332  
Fax: +1 401 949 5276

**VIDEOLOGY EUROPE**

High Tech Campus 5  
5656 AE Eindhoven  
The Netherlands

Tel: +31 40 7200159



Effective August 2023

Page 4 of 5

*Excellence.  
Every day. Every time.*

in or related to any equipment or part, other than the limited license to use the same for Buyer's internal business purposes after Buyer has paid Videology in full. Buyer shall not permit another to use, disclose, copy, replicate, or discover the basic principles, through reverse engineering or other process, any deliverable, including any equipment, part, documentation or information, from Videology. Also, if Buyer uses the technical expertise or facilities of Videology to perform any experiment or other development or evaluation (even if no Videology personnel are involved) and any intellectual property or improvement ("Technology") is developed, Videology shall be deemed a joint owner of such Technology, and Buyer and Videology shall agree on Buyer's further use of the Technology before Buyer sells Products or services based upon the Technology or purchases any competitive technology from another supplier. Each party shall execute any document and perform any act requested by the other to effect and reflect the foregoing. LIMITED LIABILITY: VIDEOLOGY SHALL IN NO EVENT BE LIABLE FOR CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL VIDEOLOGY BE LIABLE FOR DIRECT DAMAGES THAT EXCEED, IN THE AGGREGATE, THE AMOUNT PAID BY BUYER TO VIDEOLOGY HEREUNDER.

**27. EXPORT REGULATIONS:** The purchaser shall comply with all applicable laws, rules, and regulations, of all government authorities, including, without limitation, all applicable import and export laws and regulations. Videology shall be responsible to obtain all required permits and licenses to support the export or sale of any of the Products, unless otherwise specified by Videology. Videology's Products, technical data, software and services are subject to export and re-export controls administered by the United States (including, but not limited to, the Commerce Department's Export Administration Regulations ("EAR"), and the Treasury Department's Foreign Assets Control Regulations ("FACR")) and other countries, as well as import-related laws and regulations. Diversion, re-export or trans-shipment of any Videology product contrary to U.S. law or the law of other applicable jurisdictions is prohibited without the prior authorization of the appropriate U.S. or other government agencies. Videology's Products are prohibited, unless specific authorization is granted by the U.S. government, from being sold, transferred, exported, re-exported, or otherwise diverted to (i) any person or entity named on the various restricted party lists published by the U.S. government and other jurisdictions and (ii) any country that is subject to U.S. embargoes and economic sanctions. Additionally, Videology's Products are prohibited from being used in activities that support, directly or indirectly, the development, production, or sale of chemical, biological, or nuclear weapons, missile delivery systems or any other illicit end-use.

**28. SOFTWARE POLICY AGREEMENT TERMS:** Updates to correct software defects are available to the customer at no charge for one year from date of shipment. When available, product feature upgrades will be offered at an upgrade price. Customized software versions will be quoted upon request. It is the Customer's responsibility to backup all data or software prior to installation of our software. Videology is not responsible for any loss of data, programs, databases or any associated equipment. An Extended Warranty is available after one year at a discounted cost. Software products are licensed to the customer based on our Software License Agreement.

**VIDEOLOGY HEADQUARTERS**

35 Hampden Road  
Mansfield, MA 02048  
United States

Tel: +1 401 949 5332  
Fax: +1 401 949 5276

**VIDEOLOGY EUROPE**

High Tech Campus 5  
5656 AE Eindhoven  
The Netherlands

Tel: +31 40 7200159



Effective August 2023  
Page 5 of 5

*Excellence.  
Every day. Every time.*