



ROSS VIDEO WORLDWIDE TERMS AND CONDITIONS OF SALE

1. APPLICABILITY

These Worldwide Terms and Conditions of Sale, which include all applicable product specific addendums attached hereto (these "Terms"), shall govern the sale or license of RVL's Product(s) to Customer. These Terms supersede any prior written or oral agreement, understanding, representation or promise, and any pre-printed or standard terms and conditions contained in Customer's request for quotation, purchase order, pro forma, invoice, acknowledgement or other purchase documentation issued by RVL ("Order"), or which Customer may purport to offer in response to these Terms. All such additional or different terms and conditions are expressly rejected by RVL and RVL's acknowledgement of Customer's purchase order shall not constitute acceptance of any terms and conditions contained therein, regardless of how such terms and conditions may be prefaced or described. Customer's acceptance of these Terms, and only these Terms, is deemed to occur upon Customer's acceptance of delivery of the Product(s).

2. PRODUCTS AND PARTIES

"Customer" means the customer to which RVL sells or licenses (or, in the case of a quotation, offers for sale or license) the Product(s) as specified in the applicable Order.

"Product(s)" means the hardware, software and/or services specified on the face of Customer's Order to which these Terms are attached.

"Public Institution of Higher Learning" means an institution created by state statute in the United States of America. They include: state colleges, state universities and community colleges.

"RVL" means the Ross Video Limited entity selling or licensing (or, in the case of a quotation, offering to sell or license) the Product(s) to Customer as specified in the applicable Order.

"State Entity" means any state government of the United States of America or any authority, corporation, agency or other governmental component unit or other entity affiliated with any such government that is governed by the same procurement laws as the state with which it is affiliated.

3. PRICES; VALIDITY OF QUOTATIONS

The price(s) for the sale or license of the Product(s) and the currency of payment are as stated on the face of the Order to which these Terms are attached. Quotations supplied by RVL are valid for thirty (30) days unless a different validity period is stated on the quotation.

4. INVOICES; SET-OFF

Upon each shipment, RVL will issue an invoice to Customer. Customer shall not be entitled to make any deduction in respect of any set-off or counter claim. For Products shipped, if Customer is past due on payment for any such Products, RVL shall have the right to take possession of that Product and sell it, applying the proceeds of any sale to the balance due on the Product. RVL may change its credit terms and/or suspend its performance when, in the opinion of RVL, Customer's financial condition or record of payment so warrants.

5. TERMS OF PAYMENT

Unless stated otherwise on the face of the Order to which these Terms are attached, the terms of payment for all Orders are net thirty (30) days after date of invoice. Agents or representatives of RVL are not authorized to change or adjust credit terms without authorization of the Finance Department. All claims against invoices must be made within five (5) days after receipt of the Product(s) to the Sales Operations Department. All overdue accounts are subject to an interest charge equal to the lesser of 2% per month (24% per annum) and the maximum amount allowed by applicable law, with such interest accruing on a daily basis, beginning on the day immediately after the due date until such time that the account is paid in full, with interest. Customer agrees to bear all costs incurred by RVL in collecting any unpaid amounts including but not limited to, collection and/or legal fees and court costs on a solicitor/client basis.

6. SHIPMENT; RISK OF LOSS

RVL will make commercially reasonable efforts to ship the Product(s) by the estimated ship date shown on the applicable Order. RVL may make partial shipments unless Customer specifically objects. Shipment shall be, and risk of loss shall pass, in accordance with Incoterms 2010, per the specific Incoterm

stated on the Order to which these Terms are attached. Notwithstanding the above, RVL will not be liable for any delay or failure to perform its obligations under the applicable Incoterm resulting from circumstances beyond RVL's reasonable control or which would cause RVL to incur unreasonable expense to avoid. All Product(s) will be shipped utilizing standard RVL packaging.

7. TITLE

Regardless of which RVL entity is listed on as the selling party on the Order, all Product(s) are shipped to Customer directly from the Ross Video Limited facility located at 8 John Street, Iroquois, Ontario, Canada, K0E 1K0. Title to the Product(s) shipped to Customer shall transfer from RVL to Customer at the time the Product(s) are placed on the selected mode of transportation and depart from the shipping dock located at 8 John Street, Iroquois, Ontario, Canada, K0E 1K0.

8. TAXES

The price for the sale or license of each Product as stated on the face of the Order to which these Terms are attached is fixed and does not include payment of any tax levied for sales, use, excise, value-added, goods and services (VAT, GST, HST), or any duties, charges or other taxes which RVL has a duty to collect in connection with the sale, supply, delivery, or use of any Product ("Taxes"). All Taxes will appear as separate items on the invoice and, unless otherwise indicated on the Order to which these Terms are attached, Customer shall be responsible for and liable to pay the same. If sales to Customer are exempt from Taxes, Customer shall furnish RVL a certificate of exemption prior to shipment. If RVL is required to pay any Taxes or other charges that are the responsibility of Customer, then Customer shall promptly reimburse RVL those amounts upon receipt of a written request by RVL.

9. RESCHEDULING, CANCELLATION AND RETURNS

Customer may submit a request to RVL to reschedule or cancel an Order. All such requests must be in writing and are subject to acceptance or rejection by RVL. Any request to reschedule or cancel any order which request is received by RVL less than thirty (30) days before the then-scheduled shipping date, if accepted, may be accepted subject to payment of a rescheduling or cancellation fee in the amount of 5% of the net order value of the Product(s) affected. Customer may return a Product within thirty (30) days of receipt of the Product, provided (i) the Product's factory packaging is unopened, (ii) Customer notifies RVL of its intention to return a product and thereafter follows RVL's instructions for returns (including reference to the RMA number assigned by RVL where applicable), and (iii) the Product(s) is/are undamaged and in new condition upon receipt by RVL. Products properly returned will be subject to payment of a restocking fee equal to 15% of the price of the returned Product(s), except for returns of replacement parts.

For greater certainty, all Product(s) must be returned to RVL on the requested date as follows: (i) for Customers located in Canada or anywhere outside of the U.S., to **8 John Street, Iroquois, Ontario, Canada, K0E 1K0**; and (ii) for U.S. Customers only, to **808 Commerce Park Drive, Ogdensburg, New York, USA 13669**.

10. SOFTWARE

Software, including software Products and software incorporated within Products (e.g., in ROM or on internal media) is provided under license and subject to the other terms set out in the separate license agreement ("End User Software License Agreement") that RVL delivers with the Product(s). Customer may use and reproduce the software only as permitted by the applicable license. In general, RVL's license prohibits reproduction, disassembly, decomposition and reverse engineering of software and limits use of software to its intended purpose to the maximum extent permitted by law.

11. USE OF RECONDITIONED MATERIAL

Products may include materials that are reconditioned to like-new performance and functionality where specifically agreed to in a request for quotation that forms part of the Order to which these terms are attached. Customer shall not be entitled to reject Products or seek any diminution in the price of Products on the basis of the inclusion of reconditioned materials.

12. DISPOSAL

If Customer is subject to compliance with the European Union's Waste Electrical and Electronic Equipment regulations, or similar regulations in other jurisdictions, Customer agrees that it is responsible for all actions and costs

related to the environmentally responsible disposal of the Products when required.

13. EXPORT RESTRICTIONS

Customer shall not export, re-export, or transfer, directly or indirectly, any product or technical data received hereunder, to any country or user to which such export, re-export or transfer is restricted by Canada, the United States, the United Kingdom, the European Union, or local country law or regulation without first obtaining any required government license, authorization, certification, or approval. Customer shall comply with any export restrictions applicable to such export, re-export, and/or transfer and Customer hereby agrees to indemnify and hold harmless RVL, its affiliates, subsidiaries, and their respective officers, directors, shareholders, agents, representatives, employees, successors and assigns (collectively, the "Indemnified Parties"), against any and all losses, damages, and costs (including attorneys' fees) resulting from any such non-compliance by Customer. The Indemnified Parties shall have no liability for delayed delivery or non-delivery resulting from denial, revocation, suspension or governmental delay in issuance of any necessary export license or authority. By accepting these Terms, Customer confirms that it is not (i) located in (or a national resident of) any country under U.S., United Kingdom, European Union, or Canadian Economic Embargo or Sanction Lists, (ii) identified on any U.S. Department of Commerce Denied Person List, Entity List of proliferation concern, (iii) on the U.S. State Department Debarred Parties List or Treasury Department Designated Nationals Exclusion List, nor (iv) directly or indirectly, involved in the financing, commission or support of terrorist activities or in the development or production of nuclear, chemical, biological weapons or in missile technology programs, and that any hardware, software, technology, or services received hereunder may not be exported, re-exported, transferred or downloaded to any such entity.

14. WARRANTY

RVL's warranty to Customer for all Products (hardware and software) is stated in the applicable warranty statement contained in the RossCare Extended Warranty Agreement (the "Warranty") which accompanies these Terms. The Warranty states the entire obligation and liability of RVL with respect to warranty for repair and replacement of hardware Products and for maintenance of software Products. There are no other warranties, express or implied.

15. PRIVACY

The privacy and protection of the personal information of individuals connected with Customer are important to RVL. RVL's privacy policy may be found at [\[insert URL\]](#).

16. LIMITATION OF LIABILITY

UNLESS OTHERWISE PRESCRIBED BY LAW, IN NO EVENT SHALL RVL OR ITS AFFILIATES, SUBSIDIARIES, VENDORS OR OTHER AGENTS OR REPRESENTATIVES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF CUSTOMER'S PURCHASE OR USE OF ANY PRODUCT, EVEN IF RVL, THE AFFILIATE, SUBSIDIARY, VENDOR OR OTHER AGENT OR REPRESENTATIVE HAD ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL AMOUNT OF RVL'S LIABILITY FOR ALL CLAIMS RELATING TO THE ORDER TO WHICH THESE TERMS ARE ATTACHED, WHETHER BASED ON CONTRACT, TORT, WARRANTY OR OTHER GROUNDS, AND WHETHER IN MONEY DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE EQUIVALENT OF THE AMOUNT PAID BY THE CUSTOMER TO RVL UNDER THE ORDER.

17. INDEMNIFICATION

Where permitted by law, Customer hereby agrees to defend, indemnify and save harmless RVL, its affiliates, subsidiaries, and their respective officers, directors, shareholders, agents, representatives, employees, successors and assigns from and against any and all claims, actions, causes of action, liability, loss and expense (including attorneys' fees and investigation costs) arising as a result of personal injury, death, property damage, lost profit and any other matters for which Customer, its employees or subcontractors, are or may be liable under the law.

Any obligation on the part of RVL to indemnify Customer, or any other third party, for infringement of intellectual property rights of third parties is limited to the indemnification obligations expressly stated in the applicable intellectual property license granted by RVL with the sale of a Product.

18. FORCE MAJEURE

RVL will not be responsible for any losses or damages to Customer (or any third person) whether occasioned by deviations in performance or the non-performance of any of RVL's obligations hereunder, or loss of or damage to goods when caused directly or indirectly by or in any manner arising from any casualty, revolution, act of God, act (including a delay or failure to act) of any government authority (de jure or de facto), or (declared or undeclared) riot, act of Customer, pandemic, strikes or other labour difficulties, shortage of labour, supplies and transportation facilities or any other cause or causes beyond RVL's control or the control of its suppliers.

19. WAIVER; SEVERABILITY

The failure of either party to enforce any provision of these Terms shall not be construed as a waiver of such provision or the right thereafter to enforce each and every provision of these Terms. If any provision of these Terms is found to be illegal, invalid or unenforceable by a court of competent jurisdiction for any reason, such provision shall be severed from the remainder of these Terms, which will otherwise remain in full force and effect.

20. ATTORNEY'S FEES

RVL shall be entitled to recover its reasonable costs and attorneys' fees, both at trial and on appeal, in any litigation based on these Terms in which RVL is the prevailing party.

21. GOVERNING LAW

If Customer acquired the Product(s) in the United States or Canada, the laws of the state or province where Customer's principal place of business is located govern the interpretation of these Terms, claims for breach, and all other claims regardless of conflict of laws principles. If Customer acquired the Product(s) in the European Union or the United Kingdom, then the laws of England and Wales apply. If Customer acquired the Product(s) in any other country, then the laws of the Province of Ontario, Canada shall apply.

22. ELECTRONIC COMMUNICATION

The parties may do business electronically, including Order placement and acceptance. Once accepted, such Orders will create fully enforceable obligations subject to this Agreement. Such Orders and acceptances will be deemed for all purposes to be an original signed in writing. Parties will adopt commercially reasonable security measures for password and access protection.

23. EXCEPTIONS FOR PUBLIC ENTITIES

The following provisions of this Section 23 apply *only* in the event that the Customer is a Public Institution of Higher Learning or a State Entity and shall govern in the event of any conflict with any other provision of these Terms or any document incorporated herein by reference. In this Section 23, "Customer's State" refers to the state in which Customer is founded, either by statute law, state constitution or other means of incorporation. RVL and Customer acknowledge that Customer is a Public Institution of Higher Learning or a State Entity, and therefore is prohibited by law from agreeing to certain contract provisions. RVL covenants and agrees that any terms or agreement applicable between the parties containing the following terms or conditions (including, but not limited to, these Terms, other referenced and/or applicable general terms and conditions, such terms contained in the End User Software License Agreement, Warranty, Order, or other document) shall be deemed deleted in its or their entirety, and shall not be binding on Customer: (i) requiring Customer to, in any way, indemnify, hold harmless, release, and/or defend RVL or any third party and/or pay any attorneys' fees or other costs (including collection costs) related to a legal process; (ii) requiring Customer to engage in binding mediation or arbitration; (iii) requiring Customer to litigate, arbitrate, or otherwise resolve any conflict in a forum/venue other than in the courts of competent jurisdiction located in Customer's State; or (iv) requiring these Terms or any document incorporated by reference to be interpreted under the laws of a state or country other than the Customer's State. At all times, the parties agree that nothing in this provision or terms incorporated herein shall be construed as a waiver of the sovereign or qualified immunity of Customer, its employees, and/or Customer's State. The parties agree that any clause requiring RVL to defend Customer shall be amended to the extent that any such defense is controlled or subject to approval by the State Attorney General and under no circumstances may one party settle on behalf of, or obligate the other party, in any way without prior written consent.

To the extent only permitted by State law as a state institution of the Customer's State, Customer agrees only to be liable for the acts and omissions of its officers and employees engaged in the scope of their employment arising under this Agreement. Customer's liability shall be subject in all cases to the

immunities and limitations of applicable State law. The parties agree that nothing in this provision shall be construed as an indemnification of the other party or a waiver of the sovereign or qualified immunity of Customer, its employees, and/or Customer's State.

The parties understand that these Terms, and any related records may be subject to release under applicable freedom of information laws. The party claiming a proprietary trade secret has the burden of proving such in any subsequent action, and must take affirmative action to prevent the release of the trade secret in the event of a public record request for a record containing such information. Disclosure of records pursuant to applicable freedom of

information laws is not considered a breach of these Terms.

24. ENTIRE AGREEMENT

These Terms and the Order to which they are attached, as well as the End User Software License Agreement, if applicable, and the Warranty comprise the entire agreement between RVL and Customer and supersede any prior or contemporaneous negotiations or agreements with respect to their subject matter. No amendment, supplement, change or modification to these Terms shall be effective unless it is in writing and signed by an authorized representative of RVL and Customer.



**ROSS VIDEO WORLDWIDE TERMS AND CONDITIONS OF SALE
ADDENDUM FOR OVERHEAD CAMERA MOTION SYSTEMS**

1. APPLICABILITY

This addendum (this "Addendum") to the Ross Video Worldwide Terms and Conditions of Sale (the "Terms") shall only apply in the event Customer's Order includes any Product(s) from the Overhead Camera Motion System family of Ross Video Products. In the event the terms of this Addendum conflict with the Terms or the Order, the terms of this Addendum shall govern, but solely in respect of Overhead Camera Motion System(s) set out in the Order. The Terms shall continue to govern in all other respects.

2. RVL RESPONSIBILITIES

RVL's sole responsibilities in connection with the design, manufacturing, installation and maintenance of any Overhead Camera Motion System(s) shall be as follows:

- (a) Ensuring the structural integrity of the Overhead Camera Motion System(s) in accordance with engineering drawings certified by a licensed professional engineer, including all clamps, trusses, rail support frames, rails, dolly, wiredraw, end stop bumpers, fixed column and head.
- (b) Providing adequate locations for the attachment of safety tethers.
- (c) Providing suitable safety tether cables.
- (d) Providing drawings to Customer that indicate recommended tethering points.
- (e) The assembly and installation of all Overhead Camera Motion System(s) components (excluding the attachment of the Overhead Camera Motion System(s) to an engineer approved structure).
- (f) Securing the attachment of all rails and wiredraw to the rail support frames.
- (g) Securing the attachment of all rail support frames to the truss.
- (h) Installing the dolly.
- (i) Securing the attachment of the fixed column and head to the dolly.
- (j) Securing the attachment of the payload to the camera cradle.
- (k) Ensuring the proper tightening and application of Loctite to secure fasteners.
- (l) Ensuring proper application of safety tethers and other safety systems.
- (m) Testing the assembled Overhead Camera Motion System(s) to ensure the proper operation of all system components and safety systems, including dolly fall prevention mechanisms and safety tethers.

3. CUSTOMER RESPONSIBILITIES

Customer's responsibilities in connection with the installation and maintenance of any Overhead Camera Motion System(s) shall include:

- (a) Providing an engineer approved structure onto which the Overhead Camera Motion System(s) will be attached and/or anchored.
- (b) Securing the attachment and/or anchoring of the Overhead Camera Motion System(s) to the engineer approved structure.
- (c) Providing for the review and approval of the Overhead Camera Motion System(s) assembly and its attachment and/or anchoring to the structure by a certified structural engineer.
- (d) The regular and ongoing testing, maintenance and proper operation of all Overhead Camera Motion System(s) components in accordance with all RVL instruction manuals or other documentation delivered or made available to Customer, including all fasteners and safety systems.

4. CUSTOMER ACKNOWLEDGMENT

Customer's acceptance of the terms of this Addendum, in addition to the Terms, is deemed to occur upon Customer's acceptance of delivery of the Overhead Camera Motion System(s). Upon the successful assembly, installation, attachment and/or anchoring, testing and inspection of the Overhead Camera Motion System(s), an authorized representative of Customer shall execute and deliver a copy of the Certificate of Acceptance provided below.

CERTIFICATE OF ACCEPTANCE

In respect of the Overhead Camera Motion System(s) included in Invoice No. _____, Customer hereby certifies, acknowledges and agrees that:

- (a) RVL has completed all of its responsibilities set out in this Addendum to Customer's satisfaction;
- (b) Customer has retained a properly certified and licensed professional engineer to inspect the assembly and installation of the Overhead Camera Motion System(s) and its attachment and/or anchoring to the structure.
- (c) Customer has obtained written confirmation from such engineer that the assembly and installation of the Overhead Camera Motion System(s) and its attachment and/or anchoring to the structure is in compliance with all applicable local, provincial, state and federal laws, codes, statutes and regulations, and all drawings provided to Customer by RVL.
- (d) Customer shall be solely responsible for ensuring the proper operation, maintenance and testing of the Overhead Camera Motion System(s) in accordance with all applicable industry standards and documentation provided by RVL.

_____ Date

_____ Authorized Signature of Customer

_____ Name of Authorized Signatory (Please Print)

_____ Title