

Videology Imaging Solutions SALES TERMS AND CONDITIONS

1. **SHIPMENT, DELIVERY, TITLE AND RISK OF LOSS:** Delivery dates are approximate and are based upon prompt receipt of all necessary information from Buyer and are not a guaranty of a particular date of delivery. Except as provided under Clause #7 herein, Seller's responsibility for products ceases and risk of loss (and also title to the products in cash sales) passes to the Buyer (a) upon delivery to the inland carrier where delivery is specified "F.O.B. - warehouse or port of entry" and (b) upon delivery at destination where delivery is specified "F.O.B. - destination."
2. **DELAY/NON-PERFORMANCE:** Seller will not be liable for delays in performance, including delivery or for failures to perform, including failure to deliver, due to (a) any causes beyond Seller's reasonable control, or (b) Acts of God, acts of Buyer, acts of civil or military authorities, government regulations or priorities, strikes or other labor disturbances, fines, riots, wars, or natural disasters, including epidemics, storms, droughts, floods, or earthquakes, or transportation delays, or (c) any inability arising from causes beyond Seller's reasonable control to obtain necessary materials components, services or facilities. Seller will promptly notify Buyer of any material delay and will specify a revised performance date as soon as practicable. In the event of such delay, this Agreement will not be terminated & date of performance will be extended for period of time equal to the period of the delay.
3. **PRICES:** 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.
4. **TAXES:** The gross amount of any sales, property, excise, use, value-added, or other similar tax applicable to the price, sale, or delivery of any products or services furnished hereunder by Seller or Buyer shall, at Seller's option, either be added to the price as shown on the face hereof or be paid directly by Buyer, unless Buyer provides Seller with a tax exemption certificate acceptable to the taxing authorities.
5. **PAYMENT:** Payment is to be made in cash in accordance with Seller's standard terms of payment in effect at the time of delivery. Cash is due at time of sale and transfer of product to Buyer. Standard payment terms for credit approved Buyers require that cash payment in full is to be received within 30 days (net 30 days) from date of actual shipment departure from Seller's premises, and not 30 days from Buyer's receipt of merchandise. Cash for invoiced products must be received at Videology, rather than be in transit, by the 30th day following shipment of product. Buyer cannot take a credit against Seller's unpaid invoices until acknowledged and agreed to by Seller in writing in advance. Scheduled shipments to Buyer may be interrupted by Seller pending resolution of payment receipts. Withholding shipments to Buyer by Seller due to non-receipt of payments due shall result in no penalty to Seller by Buyer and will supercede and make null and void any penalty clause that may have previously been agreed upon between Buyer and Seller. Discounts for payments received earlier than 30 days are strictly on a mutual written negotiated basis. Any request by Buyer for a change in the method of payment must be made in writing, must be received by Seller no less than thirty (30) days prior to scheduled delivery date, and is not binding upon Seller unless agreed to in a writing signed by Seller's duly authorized agent. If payment is not to be in cash, Buyer shall execute a financing statement, security agreement, conditional sales agreement, chattel mortgage, lease, and any other documents reasonably requested by Seller.
6. **FINANCIAL CONDITION:** Any order for products by Buyer shall constitute a representation that Buyer is solvent. In addition, Buyer will furnish a written representation concerning its solvency at any time during the transaction covered by this Agreement. If Buyer's financial condition at any time does not justify continuance of performance by Seller hereunder, Seller may require full or partial payment in advance. In the event of Buyer's bankruptcy or insolvency or in the event any proceeding is brought against Buyer, voluntarily or involuntarily, under the bankruptcy or any insolvency laws, Seller shall be entitled to cancel any order then outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its proper cancellation charges. Seller's rights under this article are in addition to all rights available to it at law or in equity.
7. **CHANGES/SPECIAL REQUESTS:** No change order or special request or requirement of Buyer not specifically referenced herein will bind Seller unless agreed to in a writing signed by Seller's duly authorized agent. In the event complying with Buyer's change order or special request or requirement (including complying with provisions of any local electrical or building codes) adds to Seller's costs or causes delay in Seller's performance, price as shown on the face hereof will automatically be increased by the amount of the additional cost and the performance date will automatically be extended by the period of the delay. Seller will notify Buyer as soon as practicable of the amount of such price increase and of the performance schedules, but Seller's rights under this paragraph are not contingent upon the sending of such notice.
8. **LIMITATIONS OF LIABILITY:** (a) SELLER WILL NOT UNDER ANY CIRCUMSTANCES, WHETHER AS A RESULT OF BREACH OF CONTRACT, BREACH OF WARRANTY, TORT OR OTHERWISE BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES, including, but not limited to, loss of profits or revenues, loss of use of or damage to any associated equipment, cost of capital, cost of substitute products, facilities or services, downtime cost, or claims of Buyer's customers.
(b) SELLER'S LIABILITY ON ANY CLAIM OF ANY KIND FOR ANY LOSS OR DAMAGE ARISING OUT OF, RESULTING FROM, OR CONCERNING ANY ASPECT OF THIS AGREEMENT OR FROM THE PRODUCTS OR SERVICES FURNISHED HEREUNDER SHALL NOT EXCEED THE PRICE OF THE SPECIFIC PRODUCT OR SHIPMENT WHICH GIVES RISE TO THE CLAIM
(c) Seller will not be subjected to any liability, whether in contract warranty, tort, or otherwise on any claim for loss or damage concerning products, parts, advice, assistance or service which Seller furnishes to Buyer as a business courtesy, but are not required under the Agreement.
(d) The invalidity in whole or in part, of any of the foregoing subparagraphs will not affect the remainder of such subparagraph or any other subparagraph this paragraph (NO. 8).
9. **TERMINATION:** If the Buyer shall for any reason terminate this order in whole or in part, the notice of termination must be given in writing to the Seller. The Seller shall thereupon cease work and the Buyer shall pay the Seller the following: (a) The price provided in the order for all products which have been specially manufactured, modified or ordered by Seller on a non-cancelable basis prior to termination and which conform to the provisions of the purchase order. Such products shall be delivered to the Buyer; (b) Actual expenditures made by the Seller in connection with the uncompleted portion of the order, including reasonable cancellation charges paid or incurred by the Seller on account of commitments made under the order.
10. **NO ASSIGNMENT:** The delegation or assignment by Buyer of any or all of its duties or rights respectively under this agreement without Seller's prior written and signed consent is void.
11. **MODIFICATION OF CONTRACT:** This agreement can be modified or rescinded only in writing and signed by both parties or by their duly authorized agents.
12. **FAIR LABOR STANDARDS ACT:** Any products furnished by Seller will comply with all of the applicable requirements of the Fair Labor Standards Act of 1938. Price and performance schedules will be equitably adjusted to reflect cost increases and delays caused by compliances.
13. **CHOICE OF LAW:** Validity, performance and all matters relating to interpretation and effect of this agreement and any amendments hereto or modifications hereof shall be governed by substantive (but not the conflict of laws) laws of the State of RI.
14. **COMPLETE CONTRACT:** This document contains the entire understanding and agreement of the parties concerning the purchase and sale of the items listed on the front hereof. Any proposal, negotiation, representation, promise, (course of dealing or trade usage) not contained or referenced herein shall not bind Seller.
15. **MISCELLANEOUS:** Should any lawsuit be instituted by Seller for money due to Seller hereunder, Buyer agrees to pay reasonable sum as cost of the lawsuit and attorney's fees which shall be fixed by the Judge of the Court.
16. **Software Policy Agreement Terms:** The effective period shall be for one year from date of shipment. Updates to correct software defects are available to the customer at no charge during this agreement. 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. Videology provides support by telephone, facsimile or e-mail free of charge M-F, 9:00am - 5:30pm EST during the warranty period. Extended warranty is available after one-year at a discounted cost. Software products are licensed to the customer based on our Software License Agreement.

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