

## Videx, Inc. Terms and Conditions of Sale

**NOTICE: Sale of any products or services is expressly conditioned on Buyer's assent to these Terms and Conditions of Sale. Acceptance of Videx's offer is expressly limited to acceptance of these Terms and Conditions of Sale. Videx expressly objects to any additional or different terms proposed by Buyer.**

**Terms of Acceptance.** The terms and conditions set forth herein, together with any quotation, confirmation, or invoice attached hereto, contain the entire and exclusive agreement between Videx, Inc. ("Videx") and Buyer (the individual or entity receiving products or services hereunder) regarding Buyer's purchase of Videx products, services, or support, and supersede all prior discussions, representations, communications, negotiations, proposals, and agreements relating to this subject matter, except if Buyer is a Reseller under the Videx Partner Program, in which case the Reseller Partner Agreement shall govern in the event of a conflict or inconsistencies between the Partner Agreement and these Terms and Conditions of Sale with respect to the same subject matter. By submitting a purchase order, or by accepting products, services, or support, Buyer agrees to be bound by all terms and conditions herein. Videx shall not be bound by any additional or conflicting terms, whether or not material, in any acceptance, confirmation, purchase order, acknowledgement, or other document or communication from Buyer. These Terms and Conditions of Sale may not be altered or supplemented by any other document unless otherwise agreed in a written instrument signed by a duly authorized representative of Videx. Unless otherwise specified in the quotation, all Videx quotations shall expire 60 days from the date of the quote and may be modified or withdrawn at any time prior to receipt of Buyer's conforming acceptance.

**Payment.** Terms of payment are within Videx's sole discretion. Unless otherwise agreed to by Videx, all orders must be paid in full prior to Videx's shipment of products or commencement of work for services thereunder. Videx reserves the right to require payment of a non-refundable deposit at any time prior to shipment of products or commencement of work. Payment will be made by company check or money order in U.S. dollars, Visa, Mastercard, Discover, American Express, ACH electronic transfer, or bank wire, unless Videx has agreed to credit terms with Buyer. Invoices must be paid in full within thirty (30) days from the date of invoice. All payments received will be applied to Buyer's oldest outstanding invoice(s). Videx shall have no liability for billing errors unless Buyer notifies Videx, in writing, of any such error within sixty (60) days from the date of the invoice containing the error. If Videx, in its sole judgment, determines that Buyer's financial condition or payment history does not justify continuation of Videx's performance hereunder, Videx may, at any time and without advance notice to Buyer, delay or postpone delivery to Buyer, and/or change the terms of payment including, but not limited to, revocation of previously agreed upon credit terms. All balances outstanding beyond thirty (30) days from the date of invoice will be subject to a service charge of 0.75% per month (9% per annum) or, if less, the highest rate allowable by applicable law. In the event of a payment default, Buyer agrees to pay all of Videx's costs of collection, including, but not limited to, court costs, filing fees, and reasonable attorneys' fees.

**Taxes.** Videx shall not be responsible for the payment of any taxes, fees, or other charges of any nature imposed on Buyer by any governmental authority on or relating to products or services provided hereunder, including, but not limited to, use tax, sales tax, inspection or testing fees, duty, custom, or excise tax.

**Delivery.** Delivery of all products shall be FCA, Corvallis, Oregon. Delivery of products to the carrier at Corvallis, Oregon shall constitute delivery to Buyer and Buyer shall bear all risk of loss or damage in transit. Buyer is responsible for notifying the carrier of any damage or loss incurred during transit. Any production, shipping, and delivery dates described herein, on a Videx quotation, or in other communications, are tentative only and do not constitute any guarantee of shipment or delivery on any particular date.

**Cancellation.** Buyer may terminate all or any part of an order prior to delivery only upon written notice to Videx. Upon any such termination, Buyer shall pay to Videx a reasonable termination charge reflecting costs actually incurred by Videx prior to the effective date of termination. In the event Videx has prepared products for shipment prior to the effective date of termination, Buyer will be assessed a restocking fee not to exceed 25% of the invoice price of such product.

**Export of Purchased Items.** Where this transaction involves the export of any item subject to the Export Administration Regulations, Videx shall export such items in accordance with all applicable laws and regulations. Buyer agrees that it shall not use, export, re-export, or divert any items provided hereunder in a manner contrary to United States export laws and regulations. Buyer expressly acknowledges that the United States Government imposes economic sanctions or embargoes on certain countries. The list of sanctioned or embargoed countries may change periodically, but currently includes Crimea, Cuba, Iran, North Korea, Sudan, and Syria. Buyer agrees that it will not furnish any item provided

hereunder to any person or entity in a country that is subject to economic sanctions or embargoes, or to nationals of such countries, without obtaining prior authorization from the United States Government. Buyer further agrees that it will not furnish any item provided hereunder to any person or entity subject to export restrictions including, but not limited to, persons or entities identified on the Denied Persons List, Entity List, or Unverified List as maintained by the United States Department of Commerce, or identified on the Specially Designated Nationals list as maintained by the United States Department of the Treasury. Buyer shall not use, or provide for use, any item provided hereunder in any application or for any purpose related to nuclear technologies or chemical/biological weapons.

**Limited Warranty.** THE LIMITED WARRANTY AND RETURN POLICY APPLICABLE TO VIDEX HARDWARE PRODUCTS MAY BE ACCESSED ELECTRONICALLY AT: <https://videx.com/warranty/> — THIS WARRANTY IS EXCLUSIVE, AND VIDEX MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY PATENT OR INTELLECTUAL PROPERTY RIGHTS. SOME STATES DO NOT ALLOW LIMITATION OF IMPLIED WARRANTIES, SO THESE LIMITATIONS MAY NOT APPLY TO YOU. VIDEX IS NOT OBLIGATED TO HONOR ANY WARRANTY UNTIL PAYMENT HAS BEEN RECEIVED IN FULL. ANY DESCRIPTION OF PRODUCTS OR SERVICES CONTAINED HEREIN IS FOR IDENTIFICATION PURPOSES ONLY AND DOES NOT CONSTITUTE A WARRANTY THAT PRODUCTS OR SERVICES WILL CONFORM TO SUCH DESCRIPTION. NO REPRESENTATIVE OF VIDEX IS AUTHORIZED TO MAKE ANY WARRANTY, REPRESENTATION, OR GUARANTEE NOT STRICTLY IN ACCORDANCE WITH THESE TERMS AND CONDITIONS. VIDEX SOFTWARE IS SUBJECT TO SEPARATE SOFTWARE LICENSES MADE AVAILABLE TO BUYER IN CONNECTION WITH ACCESS TO OR USE OF THE SOFTWARE.

**Limitation of Liability.** THE TOTAL LIABILITY OF VIDEX FOR ALL CLAIMS OF ANY KIND ARISING FROM OR RELATED TO THESE TERMS AND CONDITIONS OF SALE, PRODUCTS OR SERVICES PROVIDED HEREUNDER, OR ARISING FROM OR RELATED TO USE OR MISUSE OF PRODUCTS PROVIDED HEREUNDER, IS LIMITED TO THE INVOICE PRICE OF THE PRODUCT(S) OR SERVICE(S) GIVING RISE TO THE CLAIM. IN NO EVENT SHALL VIDEX BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, OR SPECIAL DAMAGES OF ANY NATURE ARISING FROM THE SALE OR USE OF PRODUCTS OR SERVICES PROVIDED HEREUNDER, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE.

**Indemnification and Patent Disclaimer.** Videx does not warrant that the use or sale of products provided hereunder will not infringe the claims of any patents or intellectual property rights in the United States and other countries. Unless otherwise agreed in a written instrument signed by a duly authorized representative of Videx, Videx has no obligation to defend or indemnify Buyer from any suit or claim against Buyer including, but not limited to, claims relating to Buyer's negligence or intentional acts, misuse of products provided hereunder, or alleged infringement by Buyer of any intellectual property rights based on the use or sale of products provided hereunder.

**Governing Law.** Buyer and Videx agree that these Terms and Conditions of Sale, the services hereunder, and any sale of products hereunder shall be governed in all aspects by the laws of the state of Oregon, excluding its choice-of-law provisions, regardless of Buyer's actual country or state of residence. The United Nations CISG is hereby excluded. All disputes, claims, or legal proceedings directly or indirectly arising out of or relating to these Terms and Conditions of Sale, Buyer's order, products or services provided hereunder, or any related transaction shall be decided by the state courts of Oregon or the United States District Court for the District of Oregon. Buyer agrees that any such dispute, claim, or legal proceeding shall be filed exclusively in the state or federal courts located in Eugene, Lane County, Oregon, and Buyer hereby irrevocably and unconditionally consents to the exclusive jurisdiction and venue of such courts. Notwithstanding the foregoing terms of this Governing Law section, Videx reserves the right to bring a claim in any court having jurisdiction over Buyer to enjoin infringement of Videx's trademarks, patents, or other intellectual property rights.

**Miscellaneous.** Videx's failure to strictly enforce any particular term or condition contained herein or to exercise any right or privilege provided for herein shall not constitute a waiver of Videx's right to strictly enforce such terms or conditions or to exercise such rights or privileges. If any provision in these Terms and Conditions of Sale is held invalid or unenforceable, in whole or in part, that provision shall be enforced to the maximum extent permissible and the remaining provisions of these Terms and Conditions of Sale shall remain in full force and effect. All rights and remedies herein are cumulative and in addition to any other rights and remedies either party may have at law or in equity.