

1 Definitions and Applicability

- (a) All undefined capitalised terms herein shall have the meanings ascribed to such terms as defined in Reveal's General Terms and Conditions of Sale and/or the Order Form. Order Form. 'Order Form' shall mean
- (i) a mutually signed agreement, OR
 - (ii) a written acceptance by a Customer of a quotation issued by Reveal, OR
 - (iii) an order acknowledgement issued by Reveal upon acceptance of a purchase order issued by Customer
- to purchase and supply goods services and / or software licences and which include the sale of Goods to a Customer in accordance with these terms and conditions.
- (b) These Terms govern the sale by Reveal to Customer of the equipment (collectively "Goods") as set out in any Order Form. Customer is urged to read these Terms carefully to ensure it fully understands them before ordering any Goods.
- (c) The Goods are described in the applicable and warranted specification of the Goods published by Reveal from time to time, including any related plans and drawings (the "Specification"). Reveal reserves the right to amend the Specification if so required by any applicable statutory or regulatory requirements or otherwise.

2. Delivery

- (a) Reveal shall use commercially reasonable efforts to deliver Goods the subject of an Order Form within a reasonable time after the receipt or issuance by Reveal of an Order Form. When items are in stock, the Goods shall usually be shipped within 5 working days of acceptance of the Order Form. Customer agrees that when items are not in stock, Reveal shall advise expected ship date to Customer within a reasonable time.
- (b) Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. Reveal shall not be liable for any delay in delivery of the Goods that is caused by Customer's failure to provide Reveal with adequate delivery instructions or any other instructions that are relevant to the shipment of the Goods.
- (c) Reveal shall deliver the Goods to the carrier at its UK facility specified on the Order Form (the "Delivery Point") using Reveal's standard methods for packaging and shipping such Goods. Although Reveal may arrange for shipping, Customer shall be responsible for all loading and shipping costs from the Delivery Point and shall, if reasonably necessary, provide equipment and labour reasonably suited for receipt of the Goods to the carrier at the Delivery Point.
- (d) Reveal may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Customer. Each shipment will constitute a separate sale, and Customer shall pay for the units shipped whether such shipment is in whole or partial fulfilment of Customer's Order Form.
- (e) Each shipment of the Goods shall be accompanied by documentation showing the date of the Order Form, all relevant Customer and Reveal reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if a partial shipment, the outstanding balance of Goods remaining to be delivered.
- (f) If Reveal requires Customer to return any packaging materials to Reveal, that fact is clearly stated in the documentation accompanying the shipment. Customer shall make any such packaging materials available for collection at such times as Reveal shall reasonably request. Returns of packaging materials shall be at Reveal's expense.

3. Shipping Terms.

Subject to condition 2(c) above, delivery shall be made EXW (Incoterms 2010) to the Delivery Point.

4. Title and Risk of Loss

- (a) Risk of loss passes to Customer upon delivery of the Goods to the carrier.
- (b) Title to the Goods shall not pass to Customer until the earlier of: (i) Reveal receives payment in full (in cash or cleared funds) for the Goods and any other goods that Reveal has supplied to Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums; and (ii) Customer resells the Goods, in which case title to the Goods shall pass to Customer at the time specified in condition 4(d) below.
- (c) Until title to the Goods has passed to Customer, Customer shall: (i) store the Goods separately from all other goods held by Customer so that they remain readily identifiable as Reveal's property; (ii) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods; (iii) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery; (iv) notify Reveal immediately if it becomes subject to any of the events specified in condition 11 below which give rise to a power for Reveal to terminate any agreement incorporating these Terms; and (v) give Reveal such information relating to the Goods as Reveal may require from time to time.
- (d) Subject to condition 4(e) below, Customer may use (but not resell) the Goods in the ordinary course of its business (but not otherwise) before Reveal receives payment for the Goods. However, if Customer resells the Goods before that time (and without prejudice to any claim or right of action of Seller): (i) it does so as principal and not as Reveal's agent; and (ii) title to the Goods shall pass from Reveal to Customer immediately before the time at which resale by Customer occurs.

- (e) If before title to the Goods passes to Customer in accordance with condition 4(d) above, Customer becomes subject to any of the events specified in condition 12 below which give rise to a power for Reveal to terminate any agreement incorporating these Terms, then, without limiting any other right or remedy Reveal may have: (i) Customer's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and Reveal may at any time: (i) require Customer to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and (ii) if Customer fails to do so promptly, enter any premises of Customer or of any third party where the Goods are stored in order to recover them.

5. **Amendments:** Reveal alone may make changes to these Terms from time to time. Any such change shall apply to any Order Form placed by Customer after the date of the change. Customer is reminded of the need to periodically check these Terms for changes.

6. Inspection and Rejection of Nonconforming Goods

- (a) Customer shall inspect the Goods within seven (7) days of receipt ("Inspection Period"). Customer will be deemed to have accepted the Goods unless it notifies Reveal in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Reveal. "Nonconforming Goods" means only the following: (i) product shipped is different than identified in the Order Form; or (ii) product's label or packaging incorrectly identifies its contents.
- (b) If Customer timely notifies Reveal of any Nonconforming Goods, Reveal shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Customer in connection therewith. Customer shall ship, at its expense and risk of loss, the Nonconforming Goods to the facility designated by Reveal. If Reveal exercises its option to replace Nonconforming Goods, Reveal shall, after receiving Customer's shipment of Nonconforming Goods, ship to Customer (FCA - Incoterms 2010), at Customer's expense and risk of loss, the replaced Goods to the Delivery Point.
- (c) Customer acknowledges and agrees that the remedies set forth in Condition 6(b) are Customer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under Condition 6(b), all sales of Goods to Customer are made on a one-way basis and Customer has no right to return Goods to Reveal.

7. Price

- (a) Customer shall purchase the Goods from Reveal at the price (the "Price") set forth in the Order Form, or, if no price is quoted, the price set out in Reveal's published price list in force as at the date of delivery of the Goods to a carrier for shipment to Customer.
- (b) Reveal may, by giving notice to Customer at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:
- (i) any factor beyond Reveal's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - (ii) any request by Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or
 - (iii) any delay caused by any instructions of Customer or failure of Customer to give Reveal adequate or accurate information or instructions.
- (c) The Price is exclusive of (i) the costs and charges of packaging, insurance and shipping of the Goods, which shall be invoiced to Customer, and (ii) all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Customer. Customer shall be responsible for all such charges, costs and taxes; provided, that, Customer shall not be responsible for any taxes imposed on, or with respect to, Reveal's income, revenues, gross receipts, personnel or real or personal property or other assets.

8. Payment Terms

- (a) Reveal may invoice Customer for the Goods on or at any time after the completion of delivery. Payment by Customer shall be on such terms or payment periods as may be notified in writing by Reveal to Customer from time to time; Reveal shall be entitled to have regard to credit checks, previous course of dealing, and size of order in its notification of payment terms to Customer. If no other payment terms are specified by Reveal, Reveal shall pay the full amount invoiced to it by Customer within 30 days of the date of invoice. Customer shall make all payments hereunder by payment order to the account specified in the Order Form and in the currency specified in Reveal's quotation or if none, then in the currency to be specified by Reveal.
- (b) Customer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Customer shall reimburse Reveal for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Reveal does not waive by the exercise of any rights hereunder), Reveal shall be entitled to suspend the delivery of any Goods if Customer fails to pay any amounts when due hereunder and such failure continues for three days following written notice thereof.

(c) Each Order Form between Reveal and Customer shall constitute a separate contract and any delay, default or non-delivery in respect of any one Order Form shall not entitle Customer to cancel such contract or any other Order Form. Customer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Reveal, whether relating to Reveal's breach, bankruptcy or otherwise.

9. **Proprietary Rights:** All inventions (whether patented or not), methods, processes, know-how, layouts, models, designs, sketches, drawings, blueprints, patterns, trade secrets, copyrights, mask works, trade names, registered and unregistered trademarks and service marks, proprietary materials or other intellectual property and all improvements or modifications relating to any of the foregoing, incorporated into or in any manner associated with or attached to the Goods or otherwise provided to Customer (the "Reveal Intellectual Property") are and shall at all times remain the sole property of Reveal or its licensors. Customer agrees not to (a) modify, translate, decompile, reverse engineer, copy or duplicate the Reveal Intellectual Property, nor to remanufacture or have remanufactured any products which incorporate the Reveal Intellectual Property, (b) to use any of Reveal's trademarks, service marks or trade names in any manner without the prior written permission of Reveal, or (c) to infringe, or permit a third party to infringe, any such Reveal Intellectual Property or to adapt the Goods in any way or to create a derivative work of any of the Reveal Intellectual Property, except as may be authorized in writing by Reveal. Any act or omission of Customer contrary to the provisions of this Condition 9 shall be a material breach of these Terms.

10. **Limited Warranty**

(a) REVEAL PROVIDES TO CUSTOMER THE 'REVEAL WARRANTY'. THE REVEAL WARRANTY CONSISTS OF THE TERMS AND LIMITATIONS PROVIDED WITH THE GOODS (AND WHICH CAN BE PROVIDED UPON REQUEST) OR THAT IS AVAILABLE ONLINE THROUGH REVEAL'S WEBSITE (currently at <https://www.revealmedia.co.uk/legal/Reveal-Warranty-Worldwide.pdf>).

(b) EXCEPT FOR THE REVEAL WARRANTY REFERRED TO IN CONDITION 10(a), REVEAL MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, NON- INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. THE TERMS IMPLIED BY SECTIONS 13 TO 15 OF THE SALE OF GOODS ACT 1979 (OR ANY LEGISLATION OR RULE OF LAW IN OTHER JURISDICTIONS WHICH ARE ANALOGOUS OR SIMILAR TO THAT ACT) ARE, TO THE FULLEST EXTENT PERMITTED BY LAW, EXCLUDED FROM ANY AGREEMENT INCORPORATING THESE TERMS.

(c) THE REMEDIES SET FORTH IN THE REVEAL WARRANTY SHALL BE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND REVEAL'S ENTIRE LIABILITY FOR ANY BREACH OF THE REVEAL WARRANTY.

(d) THE REVEAL WARRANTY IS SPECIFICALLY LIMITED TO CUSTOMER. NO GUARANTEE OR WARRANTY OF ANY KIND IS MADE TO ANY OTHER PERSON, WHETHER SUBSEQUENT PURCHASER OR USER, OR TO ANY BAILEE, LICENSEE, ASSIGNEE, EMPLOYEE, AGENT OR OTHERWISE.

11. **Third Party Indemnity: Limitation of Liability**

(a) Reveal has no obligation for any claim of infringement arising from, and Customer will defend, indemnify and hold harmless Reveal and its directors, officers, employees and shareholders against any third-party claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including reasonable attorneys' fees and expenses) arising from or related to: (i) Reveal's compliance with Customer or third party designs, specifications, instructions, or technical information; (ii) modifications made by any party other than Reveal; (iii) Customer's non-compliance with applicable documentation, including without limitation, product warnings; (iv) Customer's negligence, intentional misconduct or breach of any provision of these Terms; (v) use of the Goods for purposes not contemplated by the Order Form or applicable documentation (including distribution to third parties); (vi) Customer use or combination of the Goods with products, software, or services that are not provided by Reveal; or (vi) Goods or associated software that are not at the most current release level if the most current release level is non-infringing.

(b) IN NO EVENT SHALL REVEAL BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, OR IN RELATION TO LOSS OR CORRUPTION OF DATA OR BREACH OF DATA SECURITY ARISING OUT OF OR RELATING TO ANY BREACH OF THESE TERMS OR USE OF THE GOODS, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY CUSTOMER OR COULD HAVE BEEN REASONABLY FORESEEN BY CUSTOMER, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(c) IN NO EVENT SHALL REVEAL'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO ANY ORDER OR UNDER ANY CONTRACT INCORPORATING THESE TERMS, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID BY CUSTOMER TO REVEAL FOR THE GOODS SOLD UNDER SUCH ORDER.

(d) NOTHING IN THESE TERMS SHALL LIMIT OR EXCLUDE REVEAL'S LIABILITY FOR (I) DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE, OR THE NEGLIGENCE OF ITS EMPLOYEES, AGENTS OR

SUBCONTRACTORS (AS APPLICABLE);(II) FRAUD OR FRAUDULENT MISREPRESENTATION; OR (III) ANY MATTER IN RESPECT OF WHICH IT WOULD BE UNLAWFUL FOR REVEAL TO EXCLUDE OR RESTRICT LIABILITY.

(e) It is agreed and acknowledged that the provisions of these Terms allocate the risks between Reveal and the Customer in a fair and equitable manner, Reveal's pricing reflects this allocation of risk, and but for this allocation and limitation of liability, Reveal would not have agreed to sell the Products to Customer.

(f) In jurisdictions that limit the scope of, or preclude limitations or exclusions of, remedies or damages or of liability or do not allow implied warranties to be excluded, the limitation or exclusion of warranties, remedies, damages or liability set forth herein are intended to apply to the maximum extent permitted by applicable law.

(g) Customer is advised to read any product warnings and any other documentation relating to the Goods carefully before using.

12. **Termination.** In addition to any remedies that may be provided under these Terms, Reveal may terminate any pending Order Form prior to shipment with immediate effect upon written notice to Customer, if Customer: (i) fails to pay any amount when due under any agreement between the parties; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, administration, administrative receivership, reorganisation or assignment for the benefit of creditors or any equivalent or analogous arrangement in any other jurisdiction; or (iv) suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business. Termination of any Order Form shall not alter any obligations arising prior to the effective date of such termination.

13. **Waiver:** No waiver by Reveal of any provision of these Terms is effective unless explicitly set forth in writing and signed by Reveal. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from these Terms operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

14. **Force Majeure:** Reveal shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached any of these Terms, for any failure or delay in fulfilling or performing any of these Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Reveal including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

15. **Miscellaneous:** Customer shall not assign any of its rights or delegate any of its obligations under these Terms without the prior written consent of Reveal. Any purported assignment or delegation in violation of this Condition is null and void. No assignment or delegation relieves Customer of any of its obligations under these Terms. The relationship between the parties is that of independent contractors. Nothing contained in these Terms shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. These Terms are for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms. If any term or provision in these Terms is held to be invalid, illegal or unenforceable in whole or in part in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of these Terms or invalidate or render unenforceable such term or provision in any other jurisdiction. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of any contract incorporating these Terms.

18. **Governing Law:** Any Order Form or other contract incorporating these Terms, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales. Reveal and Customer irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with any agreement incorporating these Terms or its subject matter or formation (including non-contractual disputes or claims).

19. **Notices:** All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing, in English, and addressed to the parties at the addresses set forth on the face of the Order Form t or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in an Order Form, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.