

BINDING TERMS AND CONDITIONS OF SALE

The following are the terms and conditions (“Terms and Conditions”) for the sale of products (“Products”) by Visitech Americas Inc. (“Visitech”) to Visitech’s customers (“Customers”).

1. ACCEPTANCE AND CANCELLATION OF ORDERS

All orders are subject to acceptance in writing by Visitech or a duly authorized agent of Visitech. Any written acknowledgement of receipt of an order shall not, in and of itself, constitute such acceptance. Orders accepted by Visitech may be cancelled by Customer upon written consent of Visitech provided such order is not “NC/NR” or “Non-Cancelable/Non-Returnable”, “Non-Standard Products” or governed by a mutually signed Purchase Agreement Letter. Regardless, no cancellations will be accepted within thirty days of the estimated ship date. Non-Standard Products are defined as Products that are special orders, custom orders, orders for non-standard products, products not customarily in stock or orders for value-added products. Non-standard products are non-cancelable and non-refundable. In the event of cancellation or other withdrawal of an order for any reason, and without limiting any other remedy which Visitech may have as a result of such cancellation or other withdrawal, reasonable cancellation or restocking charges shall include all expenses incurred and commitments made by Visitech, and shall be paid by Customer to Visitech. Customer requests to reschedule are subject to acceptance by Visitech in its sole discretion. Orders may not be canceled or rescheduled after the order has been submitted by Visitech to the shipment carrier. Visitech reserves the right to allocate sales and limit quantities of selected Products among its customers in its sole discretion. Product specifications and availability are subject to change without prior notice.

1a. Returns

Returns are normally accepted when completed within 30 days of the ship date. If Visitech agrees to accept a return, return freight charges must be prepaid by customer. Visitech will not accept COD shipments. All items must be in the original packaging and in resalable condition. Customer should contact a sales representative for a Return Materials Authorization Number and addressing i instructions prior to returning product. Any ESD-sensitive product returned that has not been handled properly will not be eligible for credit. The foregoing statements concerning Returns do not apply to NON-CANCELABLE/NON-RETURNABLE PRODUCTS. (See the NON-CANCELABLE/NON-RETURNABLE PRODUCTS section in these terms.)

2. PRICES

Orders are billed at the prices in effect at the time of shipment. Prices will be as specified by Visitech and will be applicable for the period specified in Visitech’s quote. If no period is specified, quoted prices will be applicable for thirty (30) days.

Prices shown in the catalog are subject to change without notice. Prices are subject to increase in the event of an increase in Visitech's costs or other circumstances beyond Visitech's reasonable control. If Customer does not purchase the quantity upon which quantity prices are based, Customer will pay the non-discounted price for the quantity actually purchased and/or a cancellation or restocking fee. Prices are exclusive of taxes, impositions and other charges, including sales, use, excise, value-added and similar taxes or charges imposed by any government authority, international shipping charges, forwarding agent's and broker's fees, bank fees, consular fees, and document fees.

3. TERMS OF PAYMENT

All payments must be made in the currency billed on the original invoice. Customer is responsible for duties and taxes unless otherwise noted in the quote.

Credit cards accepted include major credit cards, and major bank debit cards including MasterCard, VISA, Discover, and American Express using a payment processor of Visitech's choice. Additional service charges may be applied. Credit Card billing information must be verified on new customers prior to shipment of order. Payment via net thirty (30) days is available to businesses, schools, and agencies with suitable credit ratings for sufficient invoice amounts. Prepaid Wire Transfer/EFT/Proforma: Customers can wire the funds to our bank. After your order is placed, we will e-mail a Proforma invoice which includes our bank information, the merchandise total and shipping charges. We will reserve stock for your order for 72 hours on orders awaiting funds. Orders will be canceled after 20 business days if funds have not been received.

3.1 TERMS OF PAYMENT

For All Orders

Customer agrees to pay the entire net amount of each invoice from Visitech pursuant to the terms of each such invoice, without offset or deduction. Orders are subject to credit approval by Visitech, which may in its sole discretion at any time change the terms of Customer's credit, require payment in cash, bank wire transfer/EFT or by official bank check, and/or require payment of any or all amounts due or to become due for Customer's order before shipment of any or all of the Products. If Visitech reasonably believes that the Customer's ability to make payments may be impaired or if Customer fails to pay any invoice when due, Visitech may suspend delivery of any order or any remaining balance thereof, until such payment is made or cancel any order or any remaining balance thereof. Customer will remain liable to pay for any Products already shipped and all Non-Standard Products ordered by Customer. Customer agrees to submit such financial information as Visitech may reasonably require for determination of credit terms and/or continuation of credit terms. Checks are accepted subject to collection and the date of collection will be deemed the date of payment. Any check received from Customer may be applied by Visitech against any obligation owing by Customer to Visitech under this or any other contract, regardless of any statement appearing on or referring to such check, without discharging Customer's liability for any additional amounts owing by Customer to

Visitech. The acceptance by Visitech of such check will not constitute a waiver of Visitech's right to pursue the collection of any remaining balance. Invoices not paid when due will bear interest to date of payment at the annual rate of twenty-one (21%) percent or such lower rate as may be the maximum permitted by law. If Customer fails to make payment when due, Visitech may pursue any legal or equitable remedies, in which event Visitech will be entitled to reimbursement of costs for collection and reasonable attorneys' fees. There is a \$75 (USD) service charge on all returned checks.

4. SALES TAX

Domestic (USA) Shipments

When required by law Visitech will collect Federal, State and/or Local sale, use, excise, and other taxes that apply to a Customer's shipment. These taxes are in addition to the purchase price of the Products subject to an order. Customer will remit the correct tax unless customer is tax exempt and Visitech has a valid signed tax exemption certificate on file.

INTERNATIONAL Shipments

All applicable VAT, PST, HST, and/or GST charges along with brokerage fees will be the responsibility of the Customer and due at the time of delivery.

5. DELIVERY AND TITLE

All shipments by Visitech are FCA point of shipment and, unless agreed otherwise in writing, the amount of all transportation and tariff charges will be paid by the Customer in addition to the purchase price of the Products. Subject to Visitech's right of stoppage in transit, delivery of the Products to the carrier will constitute delivery to Customer and title and risk of loss will pass to Customer. Visitech will make reasonable efforts to initiate shipment and schedule delivery as close as possible to Customer's requested delivery date(s). Customer acknowledges that delivery dates provided by Visitech are estimates only and that Visitech will not be liable for failure to deliver on such dates. Selection of the carrier and delivery route will be made by Visitech unless specifically designated by Customer. Visitech reserves the right to make deliveries in installments. Delay in delivery of one installment will not entitle Customer to cancel any other installment(s). Delivery of a quantity that varies from the quantity specified shall not relieve Customer of the obligation to accept delivery and pay for the Products delivered.

6. VISITECH'S LIMITED WARRANTY AND RELATED REMEDIES/DISCLAIMERS

6.2 This Agreement does not apply to software. The warranty, if any, for Software is covered in the applicable Software License Agreement.

6.3 Visitech warrants that each product will conform to Visitech's published specifications for 365 days after the date Visitech ships such product to Buyer. This warranty does not cover expected light source degradation seen in normal usage. Notwithstanding the foregoing, Visitech shall not be liable for any defects that are caused by neglect, misuse or mistreatment by an entity other than Visitech, including improper installation or testing, or for any products that have been altered or

modified in any way by an entity other than Visitech. Moreover, Visitech shall not be liable for any defects that result from Buyer's design, specifications or instructions. Testing and other quality control techniques are used to the extent Visitech deems necessary or as mandated by government requirements. Visitech does not test all parameters of each product.

6.4 Visitech's warranty excludes DMD devices in products where the DMD is exposed and not enclosed in a suitable optical system or properly cooled per specified by the manufacturer. In addition, the DMD warranty is excluded where the selected light source does not comply to the original DMD specification. Typically, each DMD and associated hardware are production tested before shipping. If shipping damage is suspected, contact Visitech operations before operation of the product.

6.5 Any replacement of a DMD or LED purchased by customer is at the customer's own risk.

6.6 If any product fails to conform to the warranty set forth above, Visitech's sole liability shall be at its option to repair or replace such product or credit Buyer's account for such product. Visitech's liability under this warranty shall be limited to products that are returned during the warranty period to the address designated by Visitech and that are determined by Visitech not to conform to such warranty. If Visitech elects to repair or replace such product, Visitech shall have a reasonable time to repair such product or provide replacements. Repaired products shall be warranted for the remainder of the original warranty period. Replaced products shall be warranted for a new full warranty period.

6.6 Visitech agrees to transfer to Customer whatever transferable warranties Visitech receives from the manufacturer of Products sold to Customer. Visitech makes no other warranty, express or implied, with respect to the Products. IN PARTICULAR, VISITECH MAKES NO WARRANTY RESPECTING THE MERCHANTABILITY OF THE PRODUCTS OR THEIR SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OR RESPECTING INFRINGEMENT. Visitech's liability arising out of any sale of products to Customer is expressly limited to either (1) Refund of the purchase price paid by Customer for such Products (without interest), or (2) Repair and/or replacement of such Products, at Visitech's election, with such remedies exclusive and in lieu of all others. Customer must notify Visitech promptly within the warranty period of any defective product. This warranty is in lieu of any and all other warranties, whether oral, written, expressed, implied or statutory. Implied warranties of fitness for a particular purpose and merchantability are specifically excluded and shall not apply. Customer's obligations and Visitech's remedies with respect to defective or nonconforming products, are solely and exclusively as stated herein. Furthermore, no warranty will apply if the Product has been subject to misuse, static discharge, neglect, accident, modification, or has been soldered or altered in any way.

7. VISITECH CORPORATE RoHS COMPLIANCE AND LEAD-FREE POLICY

It is the policy of Visitech to identify and offer products to the Customer as RoHS Compliant or Lead Free, only after specific requirements have been met. Contact Visitech for particular details of a specific product.

7a. VISITECH CORPORATE WEEE POLICY

Visitech is not registered as a “producer” in the European Union and does not provide a WEEE recycling program within the EU.

7b. PRODUCT COUNTRY OF ORIGIN

Visitech maintains Country of Origin information on all products in its inventory. This information is provided to customers upon request. This information is based on manufacturer-provided information according to US Treasury, US Customs Regulations. We do not provide the country of origin of each raw material or subcomponent that is incorporated into our final product.

8. LIMITATION OF LIABILITIES

IN NO EVENT SHALL VISITECH BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE including, but not limited to, damages resulting from loss of profit or revenue, recall costs, claims for service interruptions or failure to supply downtime, testing, installation or removal costs, costs of substitute products, property damage, personal injury, death or legal expenses. Customer’s recovery from Visitech for any claim shall not exceed the purchase price paid by Customer for the goods, irrespective of the nature of the claim, whether in warrant, contract or otherwise. **CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD VISITECH HARMLESS FROM ANY CLAIMS BROUGHT BY ANY PARTY REGARDING PRODUCTS SUPPLIED BY VISITECH AND INCORPORATED INTO THE CUSTOMER’S PRODUCT.**

9. PRODUCT SAFETY NOTICE AND RESTRICTIONS

Products are intended for commercial use only. Products are traceable to the OEM manufacturer and Lot/Date Code where available and when requested at the time of customer order. Customer agrees that all purchases are for commercial or other applications that do not require Qualified Product Listing (QPL) components. Products sold by Visitech are not designed, intended or authorized for use in life support, life sustaining, human implantable, nuclear facilities, flight control systems, or other applications in which the failure of such Products could result in personal injury, loss of life or catastrophic property damage. This includes, but is not limited to, Class III medical devices as defined by the US Food and Drug Administration (FDA) and Federal Aviation Administration (FAA) or other airworthiness applications. If Customer uses or sells the Products for use in any such applications: (1) Customer acknowledges that such use or sale is at Customer’s sole risk; (2) Customer agrees that Visitech and the manufacturer of the Products are not liable, in whole or in part, for any claim or damage arising from such use; and (3) **CUSTOMER AGREES TO**

INDEMNIFY, DEFEND AND HOLD VISITECH AND THE MANUFACTURER OF THE PRODUCTS HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, COSTS, EXPENSES AND LIABILITIES ARISING OUT OF OR IN CONNECTION WITH SUCH USE OR SALE.

10. STATEMENTS AND ADVICE

If statements or advice, technical or otherwise, are offered or given to Customer, such statements or advice will be deemed to be given as an accommodation to Customer and without charge. Visitech shall have no responsibility or liability for the content or use of such statements or advice. Visitech technical support is provided by telephone or electronic communication and, therefore, extremely limited in scope which prevents us from the direct participation in the design of any customer products. We do not conduct product suitability studies or engineering reviews of products that we sell, nor for the final product that a Customer produces.

11. NON-CANCELABLE/NON-RETURNABLE PRODUCTS

From time to time, Seller will notify Buyer of a product that is "NC/NR", (Non-Cancelable/Non-Returnable) upon determining that an order requires such conditions of sale. Buyer understands that "NC/NR" products are obtained by Visitech from the manufacturer specifically for the buyer. Irrespective of circumstances, the buyer agrees that "NC/NR" products may not be cancelled, returned or rescheduled by the buyer without the agreement of both Visitech's supplier and the written consent of Visitech. Products labeled as moisture sensitive are NC/NR if the packaging has been opened. All products purchased by Customers classified by Visitech as Electronic Component Distributors or Brokers shall be deemed Non-Cancellable/Non-Returnable.

12. INTELLECTUAL PROPERTY

If an order includes software or other intellectual property, such software or other intellectual property is provided by Visitech to Customer subject to the copyright and user license, the terms and conditions of which are set forth in the license agreement accompanying such software or other intellectual property. Nothing herein shall be construed to grant any rights or license to use any software or other intellectual property in any manner or for any purpose not expressly permitted by such license agreement

13. FORCE MAJEURE

Visitech will not be liable for delays in delivery or for failure to perform its obligations due to causes beyond its reasonable control including, but not limited to, product allocations, material shortages, labor disputes, transportation delays, unforeseen circumstances, acts of God, acts or omissions of other parties, acts or omissions of civil or military authorities, Government priorities, fires, strikes, floods, severe weather conditions, computer interruptions, terrorism, epidemics, quarantine restrictions, riots or war. Visitech's time for delivery or performance will be extended

by the period of such delay or Visitech may, at its option, cancel any order or remaining part thereof, without liability by giving notice to Customer.

14. EXPORT CONTROL

Visitech is committed to compliance with all U.S. Export Regulations and Laws. Visitech will not sell or ship to countries embargoed by the [U.S. Treasury Office of Foreign Asset Control \(OFAC\)](#). Visitech will not sell or ship to individuals or organizations identified by the U.S. Treasury as Specially Designated Nationals and Blocked Persons. Visitech will not sell or ship products prohibited under Export Administration Regulations to individuals or organizations identified by the [U.S. Department of Commerce, Bureau of Industry and Security \(BIS\)](#). Visitech will not seek export licenses pursuant to Export Administration Regulations. Visitech prohibits the re-export, brokering or transshipment of its products to any individual, organization or country prohibited by the OFAC or BIS. The sale, resale or other disposition of Products, and any related technology or documentation, are subject to the export control laws, regulations and orders of the United States and may be subject to the export and/or import control laws and regulations of other countries. Customer agrees to comply with all such laws, regulations and orders. Customer further acknowledges that it shall not directly or indirectly export any Products to any country to which such export or transmission is restricted or prohibited. Customer acknowledges its responsibility to obtain any license to export, re-export or import as may be required.

14.1 Export Classification Disclaimer

Any use made of Visitech classifications, whether it be ECCNs or any variation of Harmonized Tariff codes, is without recourse to Visitech and at the user's risk. Export classifications are subject to change. If you export or re-export, your company, as the exporter of record, is responsible for determining the correct classification of any item at the time of export. Any export classification by Visitech is for Visitech's internal use only and shall not be construed as a representation or warranty regarding the proper export classification nor relied upon to make licensing determinations.

15. GENERAL

The Terms and Conditions may not be modified or cancelled without Visitech's written agreement. Accordingly, goods furnished and services rendered by Visitech are sold only on the terms and conditions stated herein. The sale of Products hereunder will be governed by the Terms and Conditions, notwithstanding contrary or additional terms and conditions in any order purchase order, planning schedule, acknowledgment, confirmation or any other form or document issued by either party affecting the purchase and/or sale of Products. Any conflicting statements or terms listed on the Customer purchase orders, invoices, confirmations or other Customer generated documents ("Customer Documents"), whether heretofore or hereafter submitted, and all different or additional terms and conditions contained in any Customer Documents are hereby objected to by Visitech. Visitech's performance of any contract is expressly made conditional on Customer's agreement to Visitech's Terms and Conditions of Sale, unless otherwise specifically agreed upon in writing

by Visitech. In the absence of such agreement, commencement of performance and/or delivery shall be for Customer's convenience only and shall not be deemed or construed to be acceptance of Customer's terms and conditions or any of them. If a contract is not earlier formed by mutual agreement in writing, acceptance by Customer of any goods or services shall be deemed acceptance by Customer of the terms and conditions stated herein. No rights, duties, agreements or obligations hereunder, may be assigned or transferred by operation of law, merger or otherwise, without the prior written consent of Visitech. The obligations, rights, terms and conditions hereof will be binding on the parties hereto and their respective successors and assigns. The waiver or breach of any term, condition or covenant hereof, or default under any provision hereof, will not be deemed to constitute a waiver of any other term, condition, or covenant contained herein, or of any subsequent breach or default of any kind or nature. Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof in that jurisdiction or affecting the validity or enforceability of such provision in any other jurisdiction. The Terms and Conditions will be governed by and construed in accordance with the laws of the state of Texas and the applicable laws of the United States.

Updated and effective from: December 14, 2022