

RIEDEL COMMUNICATIONS CANADA INC. SALES TERMS AND CONDITIONS

1. Sales Terms & Conditions

By issuing a Purchase Order ("**PO**") in response to the quote sent to the person or legal entity listed in the quote ("**you**"), you accept and agree to be bound by these terms and conditions ("**T&Cs**", and collectively with the quote, the "**Agreement**"), which, upon issuance of a PO, will constitute a binding agreement between you and Riedel Communications Canada Inc. ("**Riedel**" or "**us**") with respect to the sale of the products covered by the quote and ordered by you. The Agreement supersedes any conflicting or additional terms and conditions of any purchase order or other purchasing-related document issued by you relating to any order and terms appearing on POs which are inconsistent with those stated herein will not be binding on Riedel.

2. Quotes

Prices quoted are valid for a period of thirty (30) days as from the date of the quote. Typographical and stenographic errors are subject to correction by us. Prices indicated in the quote are in US dollars, unless otherwise noted.

3. Purchase Orders

Purchase Orders must be sent via regular mail to Riedel's address listed below or via e-mail to embrionix-oem.sales@riedel.net.

Riedel Communications Canada Inc.

2120, rue Monterey, Suite 200

Laval, Québec, Canada, H7L 3S3

Tel: +1 (450) 688-8171

4. Shipments/Scheduled Releases

You are responsible for all costs incurred for shipping and insurance. As such, you may specify which method of shipment and carrier you would like us to use. Riedel will not be liable for any expenses, liability or consequential damages resulting from delays in delivery of the products. You agree to inspect the products promptly upon receipt and to notify Riedel of any nonconformity, shortages or shipment errors within ten (10) business days of receipt by you. Shipments are FOB Origin. Shipping dates are approximate and are based upon prompt receipt of all necessary information from you. Inventory/products will be held for a maximum period of thirty (30) days beyond the scheduled shipment date at which time Riedel will ship the inventory/products and invoice you accordingly.

5. FCC-740

Upon issuing a PO against this quote, you agree that Riedel will sign the FCC-740 form on your behalf. FCC-740 form must be included with all US shipments customs documentation. FCC Form 740 allows the U.S. Federal Communications Commission ("**FCC**") to monitor the importation of radio frequency devices into the U.S. to ensure the devices do not cause harmful interference and comply with FCC guidelines. It must be completed for each radio frequency device, regardless of value, imported into the customs territory of the United States.

6. HDCP Key

Riedel will not send any HDMI related product with HDCP key.

7. Cancellations and Changes to Orders

Due to the nature of the product, orders and POs are non-cancelable and non-returnable unless expressly agreed to with Riedel. The prospect of cancellations or changes to orders will be limited to Riedel's ability to cancel or change the order with the factory. In the event that an order is cancelled or changed, you agree to reimburse Riedel for all associated costs incurred with respect to the cancelled or changed order, including, but not limited to, work in process costs that may be levied by the factory.

8. Payment Terms

All non-recurring items such as tooling, engineering and setup charges must be paid at the time the order is placed. Credit Terms are cash on delivery (COD), unless otherwise agreed to with Riedel. Upon obtaining approval for credit terms, you agree to pay invoices within our standard net 30 day terms unless otherwise approved by us in writing. You agree to pay all costs associated with the transfer of payment to Riedel (in U.S. dollars). These include but are not limited to letters of credit, bank transfer fees, wire and transfer fees, exchange rate differences, etc. Invoices not paid within terms may result in an additional charge of 1,5% per month added to the original invoice amount. You agree to pay all costs associated with the collection of past due amounts including but not limited to: collection service fees, attorney fees, and all court costs associated with the collection of monies owed by you. If collection of payment is not certain, Riedel reserves the right to demand full payment prior to delivery of goods to you, regardless of payment terms previously agreed.

9. Taxes

All applicable duties and taxes are your responsibility. Goods & Services Tax (GST) is applicable to all Canadian customers.

10. Warranty

Limited Warranty. Failure to notify Riedel of any nonconformity of the products within ten (10) business days of receipt as contemplated in Section 4 will be deemed acceptance of the products. With respect to products non manufactured by Riedel, the applicable warranty will be the warranty terms and conditions as provided by the manufacturer of the product. The manufacturer's warranty will not apply to any unit of product that was damaged due to misuse, negligence, or accident. With respect to products manufactured by Riedel, Riedel warrants all the products against defects in materials and workmanship for a period of one (1) year from the date of original purchase. If ownership is transferred, this warranty is automatically transferred to the new owner and remains in effect for the original one (1) year period from the date of original purchase.

Disclaimer. OTHER THAN THE LIMITED WARRANTY SET FORTH HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, RIEDEL DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE, RELATING TO ALL PRODUCTS SOLD TO YOU UNDER THE AGREEMENT.

11. Liability

All delivery dates are estimates only. Riedel will be excused from performance and not be liable for delay in delivery or for non-delivery, in whole or in part, caused by the occurrence of any contingency beyond Riedel's reasonable control, including, but not limited to, fire or explosion, flood, storm or other act of God, war (whether or not an actual declaration of war is made), sabotage, insurrection, riot or other act of civil disobedience, act of public enemy, act of any government or any agency or subdivision

affecting these T&Cs or otherwise, public health crisis, judicial action, labor dispute, accident, defaults of suppliers, failure or delay in transportation, shortage of labor, fuel, raw material, or machinery or technical or yield failure where Riedel has exercised ordinary care to prevent the failure.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL RIEDEL BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, PRODUCT LIABILITY, OR OTHERWISE. THIS LIMITATION WILL APPLY REGARDLESS OF WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THESE DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, COSTS OF REWORK, RETESTING OR REMOVAL AND REINSTALLATION OF PRODUCTS, LOSS OF GOODWILL, LOSS OF PROFITS, OR LOSS OF USE. RIEDEL'S LIABILITY ARISING OUT OF THIS AGREEMENT AND/OR SALE OF THE PRODUCTS, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, PRODUCT LIABILITY, STRICT LIABILITY, IN TORT OR OTHERWISE, WILL BE LIMITED TO THE PRICE PAID BY YOU FOR THE PRODUCTS GIVING RISE TO THE CLAIM.

12. Return Materials Authorization (RMA)

Product returns will be subject to the Manufacturer's Return Policy. Return Material Authorization must be obtained from Riedel prior to the return of any products.

13. Governing Law

The Agreement is governed by the laws of the Province of Quebec and the federal laws of Canada applicable therein, without giving effect to any conflicts of law principle that would cause the laws of any other jurisdiction to apply.