BROADCAST ELECTRONICS
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STANDARD TERMS AND CONDITIONS OF SALE

These Standard Terms and Conditions of Sale apply each time the Purchaser places an order with BE Systems, Inc. — whether by issuing a purchase order, by signing a Quotation, or by otherwise directing Seller to proceed. By doing so, the Purchaser agrees that these terms control the sale and purchase of all Equipment, Software licenses, and Services identified in the Quotation, the purchase order, or the Sales Order Acknowledgement. BE Systems, Inc. does business as Broadcast Electronics and includes its Marti Electronics brand, and is referred to here as the "Seller" or "BE." Together with the Quotation, the Bill of Materials, the Equipment List, any Software License and Support Services Agreement, the purchase order, and the Sales Order Acknowledgement, these terms form the complete agreement (the "Agreement" or "Contract") between Seller and the Purchaser for the goods and services they describe. Where those documents disagree, these Terms and Conditions of Sale govern, unless an authorized representative of Seller has agreed otherwise in a signed writing.

1. DEFINITIONS

Capitalized terms used in this Agreement and not defined elsewhere have the meanings given below:

a. Agreement / Contract. These Terms and Conditions of Sale read together with the Quotation, the Order, and the Sales Order Acknowledgement, and with any related security agreement and UCC-1 financing statement.

b. Component. Any individually identifiable part that can be removed from the Equipment.

c. Confidential Information. Any information or ideas concerning Seller, its affiliates, the Goods, or the Services that is marked or identified as proprietary and confidential, or whose confidential character the Purchaser should reasonably recognize, in any form or medium and including information conveyed orally. The Software and the Licensed Seller Materials are Seller's Confidential Information.

d. Equipment. All hardware supplied under the Agreement, including its Components but excluding any Software or Services.

e. Goods. The Equipment together with the Software licenses furnished under the Agreement.

f. Order. The Purchaser's purchase order, or a Quotation that the Purchaser has signed.

g. Sales Order Acknowledgement. Seller's standard acknowledgement form, or Seller's written confirmation by email, fax, or other written or electronic means, indicating that Seller has accepted an Order.

h. Purchaser. The party purchasing Equipment, Software licenses, or Services from Seller.

i. Quotation. Seller's written price offer to the Purchaser that lists the Goods and Services and their prices, including every exhibit to it — such as any technical specifications, a technical proposal, a statement of work, and any maintenance contract or other agreement the offer references and folds into the purchase price.

j. Seller / BE. BE Systems, Inc., doing business as Broadcast Electronics and including its Marti Electronics brand.

k. Seller Affiliate. Any entity that controls, is controlled by, or is under common control with Seller.

l. Services. The installation, warranty, maintenance, support, integration, and any other services Seller provides to the Purchaser under the Agreement.

m. Software. The executable programs listed in the Order and furnished under this Agreement, including the data structures they use internally; any source code, custom code, file schema, database dictionaries, or file layouts furnished for use with them; all manuals, configuration lists, and supporting documentation (including web- or computer-based training materials); every piece of data and information gathered through Seller's websites or portals; and each update, enhancement, upgrade, or later version of any of the foregoing.

2. QUOTES AND ORDERS

a. Validity of Quotation. Unless its face states otherwise, a Quotation lapses and has no effect thirty (30) days after its date unless Seller issues a Sales Order Acknowledgement responding to an Order within that period. If Seller accepts an Order after a Quotation has lapsed, the prices, terms, or specifications may change and will be set out in the Sales Order Acknowledgement. The Purchaser then has ten (10) days after receiving that Acknowledgement to reject the changes in writing; if Seller receives no such notice, the changes are deemed accepted. Should the Purchaser cancel on this basis, Seller will return any advance payment without interest or penalty.

b. Order Acceptance. Whether Seller accepts an Order is contingent on Seller's approval of the Purchaser's credit and on the parties settling acceptable financial arrangements. Any term in a purchase order or other Purchaser document that adds to or differs from these Terms and Conditions has no effect and is rejected, unless an authorized representative of Seller has accepted it in a signed writing. Seller may decline any Order, with or without cause, within a reasonable time and without liability, in which case it will refund any advance payment without interest or penalty. Neither Seller's handling of funds the Purchaser has paid nor its disposition of any trade-in equipment constitutes acceptance of an Order. Receipt, deposit, or processing of any payment or partial payment from Purchaser shall not constitute Seller’s acceptance of any Order, and Seller shall not be deemed to have accepted any Order unless and until Seller issues a Sales Order Acknowledgement in writing.

c. Changes to Orders. Seller may furnish Goods of a different model, designation, or design from those described in the Order, without prior notice, provided the substitution does not materially and adversely change the Goods' fit, form, or function. Any modification not detailed in the Quotation or Contract, and any change the Purchaser requests, requires Seller's prior approval and may add charges for materials, labor, and overhead. Typographical and clerical errors are subject to correction, and where a price extension is calculated in error, the unit price controls.

d. Delivery. Unless the Purchaser specifies a shipping method in the Order, Seller may ship by any means it finds convenient. Any delivery date Seller quotes (the “Scheduled Delivery Date”) is only an estimate that may be revised and is subject to change due to supply chain conditions, component availability, labor constraints, and other factors beyond Seller’s control. Seller will make reasonable efforts to meet the Purchaser's requested schedule if the Purchaser supplies everything Seller needs to complete the Order. Seller may deliver in more than one lot, which the Purchaser agrees to accept, with payment due for each lot as shipped; each shipment is a distinct transaction. Seller shall not be liable for any damages, costs, or losses arising from delay in delivery, including but not limited to lost profits, lost revenue, downtime, or increased operational costs, regardless of cause.

(1) Delay by the Purchaser. The Purchaser must accept delivery on the Scheduled Delivery Date and may not postpone it without Seller's consent. If the Purchaser does delay, payment is due as though shipment or performance had occurred on schedule, Seller may store the Equipment at the Purchaser's cost and risk, and title and risk of loss for stored Equipment pass to the Purchaser when it goes into storage (with the warranty period then beginning). A storage charge of one percent (1.0%) of the Order value per week shall be added to the outstanding balance starting thirty (30) days after Seller provides written notice that the equipment is ready for shipment, and the Purchaser will bear all other costs caused by the delay. Should a Purchaser-caused delay run more than ninety (90) days past the Scheduled Delivery Date, Seller may end the Order on written notice and recover, at a minimum, every cost it incurred up to that point, together with a reasonable pro-rata profit on those costs.

(2) Excusable Delay / Force Majeure. Seller is excused from performing, and is not liable for any delay or failure to perform, to the extent the cause lies beyond its reasonable control. Such causes include, among others, governmental acts or omissions, judicial action, war, terrorism, civil unrest, insurrection, sabotage, labor disputes, fire or other casualty, flood, adverse weather, accident, acts of God, epidemic or pandemic, the failure or delay of a supplier or subcontractor, component failures during testing, transportation problems, shortages of energy, materials, labor, or equipment, governmental interference or regulation, the Purchaser's own fault or neglect, delays arising from Purchaser-requested custom designs or modifications, and situations where compliance with an environmental law is not reasonably feasible technologically or economically. In any such event, Seller's schedule extends by at least a day for each day of delay (and longer where warranted), and where the Purchaser causes the delay Seller is entitled to an equitable price adjustment. Seller may also allocate shipments among its customers in any way it reasonably judges appropriate. If such a cause delays shipment of any item by more than one (1) year, either party may end the Contract as to that item by written notice.

e. Shipment; Title and Risk of Loss. Unless agreed otherwise in writing, all prices and terms are Ex Works / F.O.B. Seller's Quincy, Illinois facility or other Seller shipping point (Incoterms 2020) and do not include freight, handling, or insurance. Any freight or handling figures on a Quotation are estimates only, and the Purchaser pays all such charges to the destination. Risk of loss for all Equipment and Software media transfers to the Purchaser when Seller hands the goods to the carrier at its shipping point, even if Seller chose the carrier. Title to the Equipment passes to the Purchaser upon shipment, subject to Section 4. The Purchaser shall be solely responsible for filing and pursuing any claims with the carrier for loss, damage, or delay in transit, and Seller shall have no obligation to assist in such claims except at its discretion.

f. Inspection; Notice of Nonconformity. Purchaser shall inspect the Goods promptly upon receipt. Purchaser must provide Seller with written notice of any alleged nonconforming Goods, shortages, or defects within thirty (30) days after receipt of the Goods. Such notice shall describe the claimed nonconformity in reasonable detail. Failure to provide such written notice within the applicable period constitutes Purchaser's irrevocable acceptance of the Goods and a waiver of any and all claims for nonconformity.

g. Transportation Insurance. Unless agreed otherwise in writing, the Purchaser is responsible for insuring the Equipment and Software media in transit and for filing any claim with the carrier for loss or damage to a shipment.

h. Discontinued Availability / Last-Time Buy. The Purchaser understands that Seller does not promise the continued availability of any Equipment in an Order. Seller may, at its sole discretion, with or without notice and without liability, stop manufacturing or selling any Equipment at any time. Seller may, if it chooses, give the Purchaser a limited window to buy the quantities the Purchaser estimates it will need (a “last-time buy”), restricted to products then in Seller's inventory when the Purchaser asks.

i. Manufacture Location. Seller reserves the right to manufacture Equipment at any of its facilities or through subcontractors, unless otherwise expressly agreed in writing.

3. PRICES, PAYMENT, AND TAXES

a. Prices and Price Adjustment. Prices are quoted in United States dollars. Seller may reset the price of any Equipment to its current price in effect just before shipment, except for Seller-manufactured Equipment where the Order carries a down payment of at least forty percent (40%) of the total price and ships within ninety (90) days after Seller accepts the Order.

b. Payment Terms. Unless the Agreement states otherwise, a deposit is due with the Order and the remaining balance is due before the Goods ship or the Services are performed. The Purchaser pays in United States currency, and an invoice sent by fax or electronic means counts the same as an original. Past-due balances bear a charge equal to the lower of eighteen percent (18%) per year or the maximum rate the law allows, and Seller may, without further notice, (i) hold back further deliveries on that or any other Order, (ii) pause warranty Services or Services under any Service Level Agreement until the overdue amounts are paid, and (iii) terminate the Agreement. If at any time Seller judges that the Purchaser's financial condition shows an inability to meet its obligations as they come due, Seller may, on written notice, require all or part of the outstanding balance to be paid before delivery or within ten (10) days of the notice, whatever the stated terms. If the Purchaser misses a pre-shipment payment deadline, its deposits may be forfeited to Seller to cover materials, labor, restocking, and similar costs. Seller may suspend performance of warranty obligations, support services, or any Service Level Agreement until all past-due amounts are paid in full.

c. Cancellation. Unless agreed otherwise in writing, if the Purchaser cancels an Order that Seller has accepted, the Purchaser owes a cancellation charge equal to whichever is larger: (i) all of Seller's losses and expenses tied to booking, processing, materials ordered, and manufacturing for the Order, plus a reasonable pro-rata margin of profit, or (ii) ten percent (10%) of the Order value. Seller may cancel an Order if the Purchaser does not pay in full and take delivery within seventy-five (75) days of Seller's written notice of readiness to ship, and may cancel at once if the Purchaser becomes bankrupt or insolvent. Custom-built and special-order items may not be cancelled or returned. To the extent permitted by law, any deposits or advance payments may be retained by Seller and applied toward cancellation charges, costs incurred, and damages resulting from such cancellation.

d. Taxes. Quoted prices do not include any sales, use, excise, occupation, gross-income, value-added (VAT), goods-and-services (GST), withholding, import, privilege, or similar taxes, duties, or charges. Unless the Purchaser supplies valid proof of tax-exempt status, the Purchaser is responsible for all such amounts on any Order and will indemnify Seller for them. If Seller must pay or collect any of them, it will bill the Purchaser separately to the extent they were not already in the price.

4. SECURITY INTEREST, INSURANCE, AND DEFAULT REMEDIES

a. Retention of Title. Until the Purchaser has paid in full every obligation owed under the Contract (whether evidenced by notes, open account, judgment, or otherwise), Seller keeps title to all Equipment it furnishes under the Contract, whether or not the Equipment is attached to real property, and that Equipment is treated as personal property.

b. Security Interest. To secure prompt and full payment of all amounts the Purchaser owes, the Purchaser grants Seller a first-priority purchase-money security interest, under the applicable Uniform Commercial Code (“UCC”), in all Equipment Seller supplies and in its proceeds (the “Collateral”). The Purchaser will do whatever Seller reasonably considers necessary to perfect that interest and keep it first in priority, and irrevocably authorizes Seller (and its assignees, where the law permits) to file financing statements and amendments without the Purchaser's signature where allowed. If the Equipment will be inventory for the Purchaser, Seller may give notice of its purchase-money security interest to others claiming an interest in that inventory before delivering.

c. Insurance. Where an Order involves deferred payment, the Purchaser will obtain and keep, with an insurer Seller approves, fire and extended-coverage insurance matching the Equipment's full value, naming Seller as loss payee as its interest appears, until the Contract is paid in full, and will provide proof of that insurance on request. If the Purchaser defaults, Seller may obtain or maintain such insurance at the Purchaser's expense.

d. Events of Default. The Purchaser is in default if it fails to pay or perform any Contract obligation; enters insolvency, receivership, or bankruptcy proceedings; assigns its assets for the benefit of creditors; misuses or substantially damages the Equipment; or, without Seller's prior written consent, sells, transfers, leases, mortgages, or moves the Equipment, or lets any lien, third-party interest, seizure, or attachment reach it.

e. Remedies. On default, Seller may, at its option and with or without notice (except where the law requires it), accelerate all amounts owed, withhold further deliveries, and repossess Equipment already delivered. After repossession, Seller may (i) on notice as the law requires, keep the Equipment free of any Purchaser claim and retain all payments as compensation for use or loss of value; or (ii) within four (4) months of repossession and after at least fifteen (15) days' written notice (or the period the law requires), sell the Equipment at public sale (where Seller may bid) or private sale, apply the net proceeds — after its costs of repossession, transport, reconditioning, storage, and sale — to the Purchaser's obligations, return any surplus, and hold the Purchaser liable for any shortfall. On request, the Purchaser will sign and deliver any further security agreement, financing statement, or instrument Seller needs. No remedy applies where the law forbids it, and all remedies are cumulative.

5. TERMINATION

Either party may end this Agreement if the other commits a material breach that remains uncured for sixty (60) days after written notice of it. If the Purchaser becomes insolvent or enters any bankruptcy or insolvency proceeding, Seller may declare every amount and obligation owed to it immediately due and, where applicable, exercise the rights of a secured party under the UCC. Ending the Agreement does not waive any other remedy available at law or in equity, as limited by this Agreement. The following Sections continue in effect after termination: 3 (Prices, Payment, and Taxes), 4 (Security Interest, Insurance, and Default Remedies), 5 (Termination), 8 (Licenses and Intellectual Property), 9 (Confidential Information), 12 (Warranty Disclaimer; Limitation of Liability), 13 (Indemnification), 14 (Applicable Law, Venue, and Jurisdiction), and 15 (General Provisions).

6. INSTALLATION, MAINTENANCE, AND OTHER SERVICES

a. Purchaser Responsibilities. Except where this Agreement says otherwise, the Purchaser is responsible for promptly installing and properly maintaining all Equipment and Software in line with Seller's published instructions and sound engineering practice, and for having enough qualified technical staff and the right tools to do so. Seller's warranties depend on the Purchaser following these practices. Purchaser shall ensure that all Equipment is installed, maintained, and serviced only by properly qualified and trained personnel in accordance with Seller’s specifications and good engineering practice.

b. Conditions to Performance of Services. Seller's Services begin once all required Goods reach the site. Before Seller performs any Service, the parties will agree on a schedule in a separate statement of work, and the Purchaser will, at no cost to Seller: (i) give timely decisions and approvals on which Seller may rely; (ii) make available all personnel, information, services, security, and facilities Seller reasonably needs; (iii) obtain all required permits, licenses, and consents; (iv) ready the site, including any facilities changes and any electrical, RF-grounding, HVAC, communications, and construction work; and (v) keep the site clear of construction dust, paint overspray, and other tradesmen or their materials. The Purchaser represents that the site is free of asbestos and of other hazards to health and safety.

c. Exclusions. Seller is not responsible for (i) work performed by anyone Seller did not engage, including the Purchaser's own contractors; (ii) items outside the Order or an approved change order; or (iii) the proper functioning of equipment from other vendors. Labor beyond the scope of work in the Quotation needs Seller's prior approval and may carry additional charges.

d. Subcontracting. Seller may, at its sole discretion and without notice, engage subcontractors or assign any of its Service obligations to a Seller Affiliate.

e. Factory Acceptance Test. On request, Seller may accommodate Factory Acceptance Testing (“FAT”) and witnessing, provided the parties agree on a date and the testing confirms the quoted performance of the products and systems to be delivered. If the Purchaser cannot attend on the agreed date, Seller may ship without a witnessed test and arrange training on a comparable product later. The Purchaser agrees that failing to attend FAT on the agreed date releases any payment that would otherwise be due on completion of the FAT, as if the FAT had been completed. If the Purchaser does not confirm within fourteen (14) days of the contract date that it intends to witness on-site, Seller may conduct the witness test by videoconference.

f. Service Warning. The Equipment can be dangerous if mishandled or improperly serviced. If repair, maintenance, or servicing is needed, the Purchaser must contact Seller right away. Seller is not liable for any damage or injury connected with maintenance, servicing, or repair carried out by anyone other than Seller or its authorized representatives.

7. EQUIPMENT RETURN POLICY

No Equipment may be returned without prior written authorization from Seller, and Seller may refuse any return that does not include an issued return material authorization (“RMA”) number. The Purchaser must obtain Seller's authorization before returning any Equipment. When Seller authorizes a return, it issues a return authorization (“RMA”) number that must appear on every returned package; Seller may refuse any return that lacks an RMA. Equipment returned for credit must reach Seller within thirty (30) days of the Purchaser's receipt and in good condition. If Purchaser receives replacement Equipment or Components and fails to return the replaced item within thirty (30) days, Seller reserves the right to invoice Purchaser for the replacement at full value. Seller inspects all returns, and if it finds damage, wear, or missing Components or accessories, the Purchaser pays for repair or refurbishment plus the applicable restocking fee. The Purchaser will pack returns to good commercial standards and insure them for the full invoice value. Seller authorizes returns only for the reasons below:

a. Equipment Damaged in Shipment. The Purchaser should open and inspect all cartons for freight damage immediately on receipt. If it finds damage, it must notify the carrier that made the delivery within forty-eight (48) hours, ask for an inspection, and then promptly contact Seller for instructions. The Purchaser alone bears the consequences of any failure to report shortages or damage promptly.

b. Items Sent in Error. If the Purchaser receives Equipment that was not on the Order, it must promptly tell Seller. Such items carry no restocking fee if returned undamaged, complete, and unused, and Seller covers the return shipping cost for them.

c. Defective Equipment. If received Equipment is defective, the Purchaser may bring a warranty claim under Section 10 and must promptly reach the appropriate Seller service center to arrange support and a return authorization before sending anything back.

d. Other Reasons. For any other return, the Purchaser's RMA request must state the reason clearly. Seller will review it and decide, at its sole discretion, whether to issue an RMA. CUSTOM-MANUFACTURED OR SPECIAL-ORDER ITEMS MAY NOT BE RETURNED.

8. LICENSES, INTELLECTUAL PROPERTY, AND RELATED OBLIGATIONS

a. Software License. Under this Agreement, Seller grants the Purchaser a license that is non-exclusive and non-transferable (except as Section 8 or Section 15.d allows) to use the Software for the Purchaser's ordinary internal business and, (i) where it was originally installed on Equipment, only with the Equipment on which Seller first installed it, or (ii) where it was supplied stand-alone, only with the hardware the Purchaser first identified and Seller accepted. A license tied to Equipment lasts as long as the Purchaser owns that Equipment; a stand-alone Software license is perpetual. Seller supplies the version named in the Quotation or, if none is named, the most recent commercial release available at delivery, and has no duty to provide upgrades, enhancements, updates, or new versions unless it agrees to in writing. The license covers only the functionality the Quotation identifies, even if the Software contains more. The Purchaser may not rent, lease, lend, assign, transfer, sublicense, place on a network, publicly display, or distribute the Software, allow any third party to use it, or use it for any purpose this Agreement does not describe.

b. Third-Party Software. Some Software may originate with outside licensors (its programs, the “Licensed Third-Party Programs”), and the Purchaser may have to accept those licensors' terms before using it. Those licensors are intended beneficiaries of their licenses, and to the extent their terms conflict with this Agreement, their terms prevail for their programs.

c. Materials License. Seller grants the Purchaser a non-exclusive, non-transferable license (except as Section 8 or Section 15.d allows) to use Seller's proprietary materials — drawings, schematics, and the installation, user, maintenance, repair, and technical manuals (the “Licensed Seller Materials”) — only with the related Equipment and Software. The Purchaser may not rent, lease, lend, assign, transfer, sublicense, place on a network, publicly display, or distribute these materials, and the license lasts as long as the Purchaser owns the related Equipment or Software.

d. Intellectual Property Rights. All intellectual property and proprietary information embodied in the Equipment, the Software, and the Licensed Seller Materials — including patents, copyrights, trademarks, trade secrets, and other proprietary rights — belongs exclusively to Seller, its affiliates, or its licensors, and the Purchaser acquires no title to or interest in any of it or any copy. Neither party may use the other's names or marks without prior written approval. The Purchaser will not alter, remove, or obscure any copyright, label, or legal notice, and will carry every such notice over onto any permitted copy.

e. Restrictions. Except where the Software's own options or an applicable third-party license permit it, the Purchaser may not copy, decompile, disassemble, reverse-engineer, alter, modify, adapt, translate, or create derivatives of the Equipment, Software, or Licensed Seller Materials — except that it may copy the Software only as far as the law requires or as reasonably necessary for ordinary, industry-standard back-ups.

f. Termination of Licenses. Seller may end any license early, on notice, if the Purchaser materially breaches. On any termination, the Purchaser must at once cease use of, and hand back to Seller, all copies it holds of the Software and the Licensed Seller Materials, and Seller may deactivate or remove the Software.

g. Injunctive Relief for License Violations. The Purchaser agrees that breaching the license terms would cause Seller, its affiliates, or third-party licensors irreparable harm that money cannot adequately remedy, and that they may seek injunctive relief, in addition to any other remedy, without having to prove special damages.

h. No Implied License. Except as expressly stated in this Agreement, the purchase of Equipment does not grant Purchaser any license, express or implied, to use any patented methods, proprietary technology, or embedded software beyond the limited rights granted in this Agreement or any applicable software license.

9. CONFIDENTIAL INFORMATION

a. Obligations. The Purchaser will hold all Confidential Information Seller discloses in confidence and will not disclose it in any form to a third party without Seller's written consent. It may share such information with its officers, employees, and agents who need it for their work, so long as it takes reasonable steps to prevent further disclosure or copying. The Purchaser recognizes that the Confidential Information is valuable and proprietary, and that disclosing it improperly would cause Seller irreparable harm.

b. Exceptions. These obligations do not cover information that (i) the Purchaser already knew, (ii) it developed on its own, (iii) it received from a third party not known to be bound to Seller in confidence, or (iv) is or becomes public without any breach by the Purchaser. If the Purchaser is served with a subpoena or other valid legal process seeking Seller's Confidential Information, it will notify Seller promptly and may then comply.

c. Technical Information. Unless the Quotation specifically itemizes and prices it, buying Goods and Services gives the Purchaser no rights in, license to, or access to Seller's technical data or intellectual property — regardless of whether that data or invention arose from work under this Agreement and no matter whether the Purchaser contributed to the cost of designing or developing the Goods or Services.

10. WARRANTIES

a. Standard Equipment Warranty. Unless Seller states otherwise in writing, Seller warrants that the Equipment it manufactures will substantially meet Seller's specifications and be free of defects in materials and workmanship for the period shown in the table below, counted from the date it ships from a Seller facility. This warranty covers Equipment that is purchased, installed, and used for its originally intended purpose. At its option, Seller may repair or replace warranted Equipment using new or refurbished equipment or parts; where it replaces an item, only the unused remainder of the original warranty carries over.

Table 10.a — Warranty Periods

Product Family	Warranty Period
BE-manufactured Equipment: AM/FM/HD transmitters, exciters, importers/exporters, studio-transmitter links, RF systems, ATUs, combiners, and related accessories	Twenty-four (24) months from date of shipment
Marti Electronics branded products (including STL systems) manufactured by BE	Twelve (12) months from date of shipment
Custom-Configured Products: items built or modified to a Purchaser's particular configuration or specification	Twenty-four (24) months from date of shipment
Transmitter power output tubes	Per the original manufacturer's or supplier's standard warranty in force on the tube's shipment date
Computers, computer peripherals, cables, hard disk drives, and similar items	Per the manufacturer's or supplier's standard warranty in force on the item's shipment date
Components (individual resold parts: transistors, integrated circuits, capacitors, resistors, inductors, fans, etc.)	Ninety (90) days from date of shipment
Equipment Sold as Resale	Per the original manufacturer's or supplier's warranty
B-Stock Equipment (units repurchased or repurposed by Seller and refurbished for a subsequent owner)	Ninety (90) days from date of shipment
Replacement Parts — within Equipment Warranty Period	Greater of the applicable product warranty or 90 days from shipment
Replacement Parts — after Equipment Warranty Period	Ninety (90) days from date of shipment
Repaired Equipment — within Equipment Warranty Period	Greater of the applicable product warranty or 90 days from shipment
Repaired Equipment — after Equipment Warranty Period	Ninety (90) days from date of shipment
Software	Ninety (90) days from the date the Software is shipped or made available
Used Equipment	Sold “AS-IS”, with no warranty

b. Sole Remedy for Equipment Warranty. The Purchaser's only remedy for a breach of the Standard Equipment Warranty is, at Seller's choice, to repair the defective Equipment or to replace it with a functionally equivalent unit. To claim under the warranty, the Purchaser must open a service request with the right Seller help desk within thirty (30) days of spotting a suspected defect, and in any case before the applicable warranty period ends, and must obtain a return authorization under Section 7. The Purchaser will make any allegedly defective Components available for Seller to inspect and test. Unless agreed otherwise in writing, the Purchaser pays the shipping, customs clearance, duties, and taxes for repaired or replaced Components and Equipment. Notice to a sales representative, systems integrator, dealer, or any other third party does not constitute notice to Seller.

c. Equipment Warranty Exclusions. So far as the law allows, Seller neither warrants nor accepts responsibility for: (1) any defect, failure, or damage caused wholly or partly by power loss or surges, third-party network failures, fire, flood, lightning, snow, ice, extreme heat or cold, severely corrosive surroundings, accidents, acts of third parties, or other events outside Seller's control, or by the Purchaser's abuse, mishandling, misuse, computer viruses, neglect, improper storage, operation, or servicing, or any unauthorized attempt to repair or modify the Equipment; (2) Equipment built to the Purchaser's specifications that later proves not to meet the Purchaser's needs or expectations; (3) how Equipment performs when combined with equipment not bought from, or approved in writing by, Seller; and (4) signal coverage from antenna equipment, whether or not Seller supplied it. The warranty is void if the Equipment is altered or repaired without Seller's written authorization; if it is not installed per Seller's manuals (including missing grounding, AC-panel surge/TVSS protection, or proper lightning protection and grounding on output circuits); if it is run outside the environmental conditions in Seller's product literature; or if any tamper seal is broken. Seller shall have the right, upon reasonable notice, to inspect Equipment and investigate alleged defects to determine whether such defects are covered under warranty and whether any contributing causes are outside Seller’s control.

d. Resale, OEM, and Repaired Equipment. OEM or third-party equipment built into Seller Equipment carries the same period as the Seller Equipment's standard warranty unless it has its own limited warranty. Items sold as resale — things Seller does not manufacture, for example, tubes, antenna transmission lines, and printers — carry only the supplier's or original manufacturer's warranty, and all such claims go directly to that manufacturer. If an Order includes equipment Seller does not own, the sale depends on Seller's ability to obtain it. B-Stock and repaired Equipment carry ninety (90) days from shipment as shown in Table 10.a. Seller cannot process or resolve defects on Components that have been soldered, installed, wired, or otherwise changed from new condition.

e. Services Warranty. Seller warrants that it will perform the Services in a professional manner. If it breaches this and the Purchaser gives notice describing the claim in reasonable detail within thirty (30) days of the last day of performance, the Purchaser's only remedy is for Seller to redo the affected Services at its own cost.

f. Software and Media Warranty. Unless Seller states otherwise in writing, Seller warrants the Software's substantial conformity with Seller's specifications and warrants the physical media to be free of defects in material and workmanship, each for ninety (90) days from the date the Software ships or is made available. For a breach, the Purchaser's only remedy is, as Seller elects, to repair or replace the defective Software or media. Seller gives no assurance that the Software is free of bugs, errors, or defects; that it is or will be compatible with third-party software; that its results, output, or data are accurate, complete, or reliable; that errors will be fixed; or that the Purchaser can run it without interruption. The Software warranty does not reach Software that has been altered other than by Seller, installed or maintained contrary to Seller's instructions, exposed to abnormal physical or electrical stress, misuse, neglect, or accident, or used in ultra-hazardous activities.

g. Module Exchange Program. If the Purchaser receives a replacement module under Seller's module-exchange program, it must return the old module to Seller within thirty (30) days of receiving the replacement, at its own expense; if Seller does not receive it within thirty (30) days, Seller will invoice the Purchaser. Installing the replacement or repaired module is the Purchaser's responsibility.

h. Non-Transferability of Warranty. Each limited warranty runs only to the Purchaser as the original buyer from Seller and may not be transferred or assigned. No transfer or assignment creates or preserves any right against Seller. No warranty provision has any third-party beneficiary, and the Purchaser will not represent that a warranty reaches anyone other than itself.

11. SERVICE LEVEL AGREEMENTS

If the Purchaser wants technical support beyond the standard warranties in Section 10, the parties will negotiate a mutually acceptable Service Level Agreement setting out the services to be provided and their fees. Any such Service Level Agreement adds to, and is subject to, this Agreement. Seller offers telephone and email support for its products at no charge for the life of the product; after the warranty period, parts and on-site support are available at rates quoted on request.

12. WARRANTY DISCLAIMER; LIMITATION OF LIABILITY

a. THE WARRANTIES AND REMEDIES THIS AGREEMENT PROVIDES ARE THE ONLY ONES AVAILABLE TO THE PURCHASER FOR THE EQUIPMENT, SOFTWARE, AND SERVICES SELLER SUPPLIES, AND THEY TAKE THE PLACE OF ALL OTHERS.

b. EXCEPT AS THIS AGREEMENT EXPRESSLY STATES, AND TO THE GREATEST EXTENT THE LAW ALLOWS, SELLER MAKES NO OTHER REPRESENTATION AND GIVES NO OTHER CONDITION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, SATISFACTORY QUALITY, SIGNAL COVERAGE, OR FITNESS FOR A PARTICULAR PURPOSE. ANY THIRD-PARTY CONTENT OR SERVICE OFFERING IS PROVIDED AS-IS, WITH NO WARRANTY OF ANY KIND.

c. TO THE EXTENT THE LAW PERMITS, THE PURCHASER GIVES UP ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY IT MIGHT OTHERWISE ASSERT AGAINST SELLER IN TORT, INCLUDING FOR NEGLIGENCE OR BREACH OF STATUTORY DUTY.

d. TO THE GREATEST EXTENT THE LAW ALLOWS, SELLER WILL NOT BE LIABLE FOR LOST PROFITS, LOST REVENUE, LOST GOODWILL OR REPUTATION, LOST OR DAMAGED DATA, FORGONE SAVINGS, OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, MORAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND — INCLUDING TRANSPORTATION COSTS, UNAUTHORIZED REPAIR OR SERVICE COSTS, DOWNTIME, OR THE COST OF SUBSTITUTE EQUIPMENT — WHETHER THE CLAIM ARISES IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR A BREACH OF STATUTORY DUTY), UNDER WARRANTY, OR OTHERWISE, AND EVEN IF SELLER WAS WARNED THAT SUCH DAMAGES WERE POSSIBLE. THIS HOLDS TRUE EVEN IF A REMEDY IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

e. TO THE GREATEST EXTENT THE LAW ALLOWS, SELLER'S TOTAL LIABILITY ON EVERY CLAIM ARISING UNDER OR RELATING TO THIS AGREEMENT — WHETHER FRAMED IN CONTRACT, IN TORT, IN NEGLIGENCE, UNDER A THEORY OF STRICT LIABILITY, BY STATUTE, OR OTHERWISE — WILL NOT EXCEED WHAT THE PURCHASER ACTUALLY PAID FOR THE PARTICULAR EQUIPMENT, SOFTWARE LICENSE, OR SERVICES THAT GAVE RISE TO THE CLAIM IN THE TWELVE (12) MONTHS BEFORE THE CLAIM AROSE.

f. Delay Clarification. For clarity, the limitations of liability set forth in this Section apply to any delay, failure to deliver, or inability to perform, regardless of cause, including any excusable delay or force majeure event.

g. Statutory Provisions. Where legislation implies a warranty or obligation that cannot be excluded, this Agreement is read subject to it, and Seller limits its liability under it, at Seller's choice, to: for Goods, replacing or repairing them, supplying equivalent Goods, or paying the cost of any of those; and for Services, supplying them again or paying the cost of doing so.

h. Carve-Out. Nothing in this Agreement limits Seller's liability for fraud or for gross negligence that causes physical personal injury or death.

i. Acknowledgement. The Purchaser acknowledges that these terms were discussed and negotiated, that Seller set its pricing in reliance on this Section 12, and that the price would have been substantially higher without these limits. Each paragraph of this Section 12 stands as its own limitation and continues to apply even if another paragraph is held unenforceable or unreasonable.

13. INDEMNIFICATION

a. Infringement Indemnity. Seller will defend the Purchaser against any third-party claim that the Equipment or Software infringes any patent, trademark, copyright, or trade secret, and will, at its own cost and choice, (i) get the Purchaser the right to keep using it, (ii) make it non-infringing, (iii) swap it for substantially equivalent non-infringing Goods, or (iv) if none of those is reasonably possible, take it back and refund a pro-rata share of its original price. Seller owes nothing under this provision where the claim stems from Goods made to the Purchaser's specifications or to industry standards, the Purchaser's failure to apply corrections or enhancements Seller offered, use in combination with products Seller did not furnish or approve in writing, use in a way not normally intended, or any intellectual property in which the Purchaser or its affiliates holds an interest. THESE ARE THE PURCHASER'S ONLY REMEDIES, AND SELLER'S ENTIRE LIABILITY, FOR INFRINGEMENT.

b. Purchaser Indemnity. The Purchaser will defend, indemnify, and hold Seller harmless from all third-party claims, losses, and judgments (other than those brought by Seller's own employees) that arise from installing, operating, or using the Equipment, and from any civil or criminal proceeding stemming from the Purchaser's actual or alleged violation of the laws and regulations identified in Section 15.a.

c. Mutual Indemnity. Each party will indemnify and hold the other, along with its employees and agents, harmless from claims for bodily injury, death, or damage to real or tangible personal property, to the degree the gross negligence or willful misconduct of the indemnifying party or its personnel, in performing under this Agreement, is the proximate cause of that injury, death, or damage.

d. Procedure. To obtain indemnity, the party seeking it must promptly notify the other in writing, cooperate reasonably (with the indemnifying party bearing the cost), and grant it complete authority to conduct the defense or any settlement. Neither party need indemnify the other for a settlement reached without its written consent.

14. APPLICABLE LAW; DISPUTE RESOLUTION

a. Governing Law. This Agreement, and any dispute relating to it, is governed by and construed under the laws of the State of Illinois, U.S.A., without regard to its conflict-of-laws rules. The United Nations Convention on Contracts for the International Sale of Goods (1980) does not apply.

b. Pre-Arbitration Negotiation. All disputes arising under or in connection with this Contract shall be resolved by good-faith negotiations by knowledgeable, responsible representatives of each party who are fully authorized to settle any such dispute.

c. Arbitration. Any dispute, claim, or controversy arising out of or relating to this Agreement, or the breach, termination, enforcement, or validity of it, whether sounding in contract, tort, or otherwise, shall be resolved by binding arbitration administered by the American Arbitration Association (AAA) in accordance with its Commercial Arbitration Rules then in effect. The arbitration shall be conducted by a single arbitrator. The place of arbitration shall be Adams County, Illinois, U.S.A. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The prevailing party in the arbitration may recover its reasonable attorneys' fees and costs, as determined by the arbitrator.

d. CLASS ACTION WAIVER; NO CONSOLIDATION. ALL DISPUTES SHALL BE RESOLVED ON AN INDIVIDUAL BASIS ONLY. TO THE FULLEST EXTENT PERMITTED BY LAW, THE PARTIES WAIVE ANY RIGHT TO ASSERT OR PARTICIPATE IN ANY CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE ACTION OR PROCEEDING, WHETHER IN ARBITRATION OR IN COURT. THE ARBITRATOR MAY NOT CONSOLIDATE THE CLAIMS OF MULTIPLE PARTIES OR PRESIDE OVER ANY FORM OF CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING.

e. Court Proceedings. To the extent judicial proceedings are permitted under this Agreement, including actions to enforce an arbitration award or enforce this Section 14, the exclusive venue shall be the state courts of competent jurisdiction located in Adams County, Illinois, and the United States District Court for the Central District of Illinois. Each party irrevocably submits to those courts' jurisdiction and waives any objection to venue or personal jurisdiction there. The party that prevails in any such action shall be entitled to recover its reasonable attorneys' fees and costs, including those incurred in any bankruptcy or appellate proceedings.

f. JURY WAIVER. TO THE EXTENT PERMITTED BY LAW, THE PARTIES WAIVE ANY RIGHT TO A JURY TRIAL IN ANY JUDICIAL PROCEEDING PERMITTED UNDER THIS AGREEMENT, WHETHER THE ACTION SOUNDS IN CONTRACT, TORT, OR OTHERWISE. THE PARTIES CONFIRM THEY MAKE THIS WAIVER KNOWINGLY AND VOLUNTARILY.

g. Injunctive Relief. Notwithstanding the agreement to arbitrate, Seller, its affiliates, and its third-party licensors may seek temporary or permanent injunctive or other equitable relief in any court of competent jurisdiction for any claimed breach of confidentiality, breach of a license grant, infringement of intellectual property, or for specific performance.

15. GENERAL PROVISIONS

a. Compliance with Laws. The Purchaser will follow all laws and regulations that apply to its performance, including export-control, environmental and waste-recycling, and anti-bribery laws such as the U.S. Foreign

Corrupt Practices Act of 1977 (FCPA) and the U.K. Bribery Act of 2010, and will promptly cure any noncompliance it discovers.

b. Sales to Lessors / Financed Transactions. If a lease or third-party financing covers the transaction and Seller's payment depends on the Purchaser signing a release, the Purchaser agrees the payment release will be signed at the earliest of: when ninety percent (90%) of the Equipment by price has shipped, when the Equipment is essentially ready to go on air, or when the Purchaser places the delivered Equipment into service.

c. Default Costs. If the Purchaser defaults on any obligation, including paying when due, it will be liable for all of Seller's costs of enforcing its rights, including court costs, legal fees, and collection-agency charges.

d. Assignment. The Purchaser may not transfer or assign any right under this Agreement, whether by operation of law, merger, consolidation, dissolution, or any other means, voluntary or not, and any attempt to do so is void. Seller may assign its rights or obligations without notice, and its assignee may exercise them.

e. No Penalties. No provision for liquidated damages, delay penalties, or other penalty clause of any kind – in any specification, order, or elsewhere – shall be binding upon Seller unless expressly agreed to in a written document signed by Seller.

f. Independent Contractor. Each party acts as an independent contractor; neither party nor its staff is the other's employee or agent, and nothing here creates a partnership or joint venture.

g. Severability. If any term is held invalid, illegal, or unenforceable, the rest of the Agreement stands, and that term is treated as modified just enough to make it enforceable while keeping the parties' intent as far as the law permits.

h. No Waiver. Seller's waiver of, delay in, or failure to enforce any remedy, term, or condition is not a waiver of that right in the future or of any other term, condition, or remedy. Accepting a late payment does not excuse the duty to make future payments on time.

i. Notices. Notices must be in writing in English and take effect on receipt by personal delivery, by registered or certified mail or a nationally recognized overnight carrier (with proof of receipt requested), or by fax that is confirmed by one of the other listed methods within three (3) business days, sent to the addresses in the Order. A copy of every notice to Seller must go to: BE Systems, Inc. / Broadcast Electronics, 4100 North 24th Street, Quincy, Illinois 62305, USA, Attention: Legal Department.

j. Reliance on Advisors; Construction. Each party acknowledges the risks and uncertainties of its commitments, confirms it consulted whatever legal, financial, and technical advisors it considered necessary, and has done its own due diligence. This Agreement will not be read against either party as its drafter.

k. Publicity. Seller may use information about any Order or this Agreement in advertising and other media without the Purchaser's prior consent.

l. Government Contract Clauses. To the extent they apply, the following FAR/DFARS clauses are incorporated by reference as though set out in full: 52.203-13, 52.203-15, 52.219-8, 52.222-26, 52.222-35, 52.222-36, 52.222-39, 52.222-50, and 52.247-64.

m. Trade Names; Equipment Identification. The Purchaser understands that Seller uses various trade styles and names. The model designations and the mechanical and electrical design of the Equipment may change without notice, and Seller may add serial or other identification numbers and record the maturity dates of any promissory notes.

n. Entire Agreement; Amendment. This Agreement replaces all earlier proposals, negotiations, and understandings, oral or written, and is the sole and complete agreement between the parties on its subject. No change, deletion, or addition binds the parties unless it is set out in writing and signed by each party's authorized representative.

o. Statute of Limitations. To the fullest extent permitted by applicable law, any claim, action, or proceeding arising out of or relating to this Agreement, whether sounding in contract, tort, or otherwise, must be commenced within one (1) year after the cause of action accrues, and the parties expressly waive any longer statute of limitations that might otherwise apply. The parties agree that any applicable limitations period shall be tolled during the pendency of the pre-arbitration negotiation process described in Section 14(b).

p. Third-Party Rights. Except as expressly provided, no one who is not a party may enforce any provision — except that a Seller Affiliate may enforce any provision concerning its Confidential Information or intellectual property as if it were an original party.

q. Language. This Agreement may be translated into other languages, but if a conflict arises, the English version controls.

r. Errors. Stenographic, clerical, or arithmetic errors in quotations, acknowledgements, or invoices are subject to correction by Seller. In the case of pricing discrepancies, the unit price shall govern.
