

## GENERAL TERMS AND CONDITIONS OF PURCHASE

### 1. Scope

1.1. These general terms and conditions of Purchase, together with the relevant purchase order issued by the relevant EVS entity (the "Purchase Order") shall apply to all purchases of products ("Products") and/or services ("Services") by EVS Broadcast Equipment SA, Axon Digital Design BV or Axon Digital Design Ltd ("EVS") from you ("Supplier") provided that they do not conflict with any other contractual provision expressly agreed by EVS.

### 2. Formation of the agreement

2.1. Requests for prices or tendering by EVS shall be without commitment. Unless agreed in writing, EVS shall be under no obligation to make any purchase whatsoever.

2.2. EVS' offer to purchase Products and/or Services from Supplier is subject to these general terms and conditions of Purchase and the relevant Purchase Order. An agreement is formed as soon as Supplier accepts EVS' offer, either by acknowledgement, delivery of any Products and/or commencement of performance of any Services. EVS shall consider that the Supplier has unconditionally accepted the Purchase Order sent by EVS in case the Supplier fails to object or reject to EVS' offer within eight (8) days.

2.3. Such Agreement is limited to these general terms and conditions of Purchase and the relevant Purchase Order (the "Agreement") which will supersede any other terms and conditions of Supplier, even if these have not been specifically rejected by EVS.

### 3. Delivery

3.1. The delivery is made pursuant to the Incoterm (2010) set forth in the relevant Purchase Order. In the event no Incoterm is mentioned in the Purchase Order, the delivery shall be made DDP.

3.2. Delivery times are imperative and contractually binding upon the Supplier. Supplier shall be held liable for any cost or liability incurred by EVS as a result of a delay in delivery of the Products.

3.3. If Supplier anticipates any difficulty in complying with any delivery date or any of its other obligations under the Agreement, Supplier shall promptly notify EVS in writing.

3.4. Supplier shall pack, mark and ship the Products pursuant to commercial standard practices and EVS' requirements in order to prevent any damage during transport and to facilitate handling of the Products by EVS.

3.5. Supplier shall, when delivering the Products, provide EVS with all documents (in English version) that are required for the installation and safe operations of the Products.

### 4. Changes in Purchase Order

4.1. It is hereby agreed between the Parties that EVS reserves the rights to increase or decrease the quantity of Products and Services through written notification to Supplier at any time. Supplier agrees that any increase or decrease in the quantity of Products to be supplied or of Services to be performed shall lead to an adjustment in the price agreed to be paid by EVS to Supplier under this Agreement. The change will take effect only when EVS notifies the Supplier of its acceptance of the new price.

### 5. Price

5.1. The prices for the Products and/or Services are fixed in the currency set forth in the relevant Purchase Order. Unless agreed otherwise, the prices for the Products and Services is all-inclusive and cover all applicable taxes, VAT/turnover tax, custom, duties, levies and any other charges. The price is firm and not subject to any upward adjustment of any kind.

### 6. Payment

6.1. Provided that the Products and/or Services have been delivered in full, Supplier's invoices shall be paid in the currency and within the term set forth in the relevant Purchase Order. If no term is mentioned in the Purchase Order, the invoices shall be paid within 30 days after the end of the month in which the invoices were issued. The invoices shall notably mention the country of origin of the Products and/or Services, as well as the harmonized code.

6.2. Payments shall not constitute any acknowledgement by EVS that the Products and/or Services comply with the Purchase Order.

### 7. Acceptance

7.1. EVS shall only accept the Products and Services delivered by the Supplier, that are in strict compliance with the Purchase Order, the applicable rules, the industry standards and good practice, the state of the art and the normal usage requirements of reliability and durability. When Products are rejected, they will be returned at the Supplier's risk and expense.

7.2. In the event that EVS and Supplier have agreed that the Products or Services are subject to factory or on-site acceptance tests, EVS and Supplier shall agree on the acceptance procedures by mutual agreement.  
7.3. Upon EVS' request, the Supplier shall immediately replace any rejected Products with Products which conform to the Purchase Order.

### 8. Subcontracting

8.1. Any subcontracting or sub-supply by Supplier shall not take place without EVS' prior written consent. In the event of any unauthorized subcontracting or sub-supply by Supplier, EVS shall be entitled to refuse the Products and Services so supplied and not to pay the price thereof.

8.2. Supplier shall at all times be solely and entirely responsible towards EVS for the conduct of operations and control of its subcontractors and suppliers and shall cause them to comply with EVS' requirements, internal policies and procedures at any time.

### 9. Right to inspect and test

9.1. EVS shall have the right to witness and if necessary, take part in inspection or testing of the Products at the premises of the Supplier or of the Supplier's sub-contractors.

9.2. The Supplier will give EVS adequate notice of any such works test.

9.3. Any inspection, checking, or approval on behalf of EVS under this Clause shall not relieve the Supplier of any of his obligations in respect of the Purchase Order.

9.4. The Supplier shall ensure that the terms of his sub-contracts provide for the rights of the EVS as stated in this clause.

### 10. Title & Risk

10.1. Where advance or progress payments are made to EVS, title but not risk shall pass to EVS as soon as items are allocated to the Purchase Order. All items so allocated shall be adequately marked and recorded by the Supplier as being the property of EVS.

10.2. Title in the Products shall pass to EVS no later than the time of delivery provided that any passing of title shall not prejudice EVS' right to reject for non-conformity with specifications or any other rights that EVS may have under the Purchase Order.

10.3. The risk in the Products shall pass to EVS when the Products have been delivered in accordance with the applicable Incoterm.

### 11. Warranty

11.1. **Supplier Service Warranty.** Supplier warrants that it shall supply the Service in a workmanlike manner. Upon breach of Supplier Service Warranty, EVS shall be entitled to require the provision of the Service once again.

11.2. **Supplier Product Warranty.** Supplier warrants that the Product supplied shall :

(i) substantially conform to the specifications contained in the Purchase Order in effect at the delivery and with any patterns, drawings, designs, moulds or samples provided by EVS;

(ii) be free from any defects in material and workmanship;

(iii) where the purposes for which the goods are required has been made known to the Supplier expressly or by implication then the goods shall be fit for that purpose.

The Supplier shall advise EVS of any modification to the specification in whole or in part, but no modification by the Supplier will be accepted without the express written agreement of EVS.

Supplier warrants it has the right to enter into this Agreement and to convey the Products and that the Products are free of all liens and encumbrances. These warranties shall survive any inspections, delivery, payment and termination of this Agreement and shall run to EVS, its customers, successors and assigns.

Upon breach of the Supplier Product Warranty, EVS shall be entitled to require, at its sole discretion, either the repair or the replacement of the defective Product with an identical Product at the expenses of the Supplier. EVS shall also be entitled to request a reasonable price reduction or credit for future purchases instead of performance by Supplier of repair or replacement. In addition, the Supplier shall indemnify EVS for any consequential damage.

The Supplier Product Warranty is furthermore subject to the following:

11.2.1. Unless otherwise agreed in writing, Supplier Product Warranty covers defects occurring within two (2) years from the date of delivery of the relevant Product. In case of repair or replacement, the Warranty period shall continue to run until its expiry or six (6) months after the repair or replacement, whichever is longer;

11.2.2. At Supplier's request, EVS shall return to Supplier any Product or parts in which a defect covered under this article has appeared, for repair or replacement;

## GENERAL TERMS AND CONDITIONS OF PURCHASE

11.2.3. The Supplier shall bear all costs, risks and insurance relating to the dismantling, transport, installation, testing and putting into service of (a) returned defective Products or parts thereof and of (b) repaired and/or replacement Product or parts thereof supplied by Supplier. Supplier shall furthermore be responsible for any taxes, duties and custom clearance in this respect;

11.2.4. Supplier shall repair or, at EVS's option, replace any defective Product or any defective parts thereof within a reasonable time depending on the issue at stake. In case of replacement of any defective Product or any defective parts thereof, this defective Product or parts remains the property of EVS upon delivery to EVS of the relevant Product or parts thereof free from defects;

11.2.5. If the nature of defect is such that it is appropriate in Supplier's opinion, and with EVS' approval, to effect repair on site, Supplier shall provide on-site assistance. The travel time and the travel and living expenses of the service engineer in this respect shall be payable by Supplier.

### **12. Safety**

12.1. The Supplier undertakes that the Products comply with all relevant national or industrial safety standards.

### **13. Breach of Supplier's obligations**

13.1. In case Supplier fails to (i) supply or deliver the Products or Services in accordance with the present terms and conditions at the place(s) and by the date(s) and time(s) required or (ii) provide Warranty in accordance with Article 9, and notably fails to rapidly perform appropriate remedial action as provided Articles 9.1. and 9.2. or more generally (iii) comply with any of its obligations pursuant to the present Agreement, then and without prejudice to EVS' other rights and remedies under the present terms and conditions or at law or equity, EVS shall be entitled to:

13.1.1. cancel any and all orders of the Products or Services (and notably any and all Purchase Orders), without incurring any liability or needing to make any compensation to the Supplier whatsoever;

13.1.2. reject and return the Products or Services with total refund of the price paid;

13.1.3. refuse to accept any further deliveries of Products and Services;

13.1.4. carry out any action necessary to cause the Products or Services to comply with the requirements stated in the Purchase Order; and/or

13.1.5. obtain replacement Products or Services or more generally, obtain provision of the obligations of the Supplier, from other sources and/or to employ or contract with any other person to perform the Supplier's obligations or any part thereof at Suppliers costs.

13.2. All costs and expenses thereby incurred by EVS in connection with any such remedial action (including, without limitation, costs due to any increased price payable) shall be deemed to be a debt owed by the Supplier to EVS and shall be reimbursed to EVS by the Supplier within thirty (30) days after receipt of EVS' invoice.

### **14. Liability**

14.1. In case of claims, actions, suits, proceedings, demands, judgments, liabilities, damages, losses, costs and expenses (including without limitation reasonable attorney fees) of any kind launched against or incurred as a result of or in any way connected with the Products or Services of the Supplier or of anyone acting under its direction or control or on its behalf (including without limitation defective workmanship, non-conforming Products or Services, direct or indirect breach of the warranties by Supplier or Supplier's negligence, Supplier's failure to comply with laws and regulations), Supplier shall be liable for and defend, hold harmless and indemnify EVS, its affiliates, agents, employees and third party in this respect.

14.2. Even though EVS shall give Supplier prompt written notice of any such claim, action, suit, proceeding, demand, judgment, liability, damage, loss, costs and expenses, any delay in notice shall not relieve Supplier of its obligations here above except to the extent it is prejudiced by such delay.

14.3. Unless otherwise agreed in writing, EVS' total liability that may arise as a result of or in connection with this Agreement, whether under tort (including negligence), breach of statutory duty, breach of common law or any other cause of action whatsoever, shall be limited to the price of the Products and Services in relation to which the claim is made effectively paid by EVS to the Supplier and shall in any event never exceed the sum of EUR 1,000,000 in aggregate.

14.4. In no event shall EVS be liable for indirect, incidental, special, consequential or punitive damages, which includes without limitation damages for loss of profits or revenues, lost business opportunities, loss of image or lost data, even if EVS has been advised of the possibility of such damages.

14.5. Nothing in this Agreement shall limit nor exclude either party's liability to the other for death or personal injury caused by negligence, fraud or any liability in the tort of deceit.

### **15. Intellectual property**

15.1. Supplier represents and warrants to EVS (a) that the Products and Services do not and shall not, alone or in any combination with other Products or Services, infringe or violate any intellectual property right (including without limitation patents, trademarks, copyrights, trade names, trade secrets, licenses) of any other party (including Supplier's employees and subcontractors), and (b) that it holds all rights, title and interest necessary to licence to EVS any intellectual property right (including without limitation patents, trademarks, copyrights, trade names, trade secrets, licenses) of every component of the Products and Services provided to EVS, as a whole or as integrated part of another Product or Service.

15.2. In case of claims, actions, suits, proceedings, demands, judgments, liabilities, damages, losses, costs and expenses (including without limitation reasonable attorney fees) of any kind launched against or incurred as a result of or in any way connected with any third party claim that any of the Products or Services alone or in any combination or their use infringes any intellectual property right (including without limitation patents, trademarks, copyrights, trade names, trade secrets, licenses), Supplier shall be liable for and defend, hold harmless and indemnify EVS, its affiliates, agents, employees and any person selling or using any of Supplier's Products in this respect.

15.3. Even though EVS shall give Supplier prompt written notice of any such claim, action, suit, proceeding, demand, judgment, liability, damage, loss, costs and expenses, any delay in notice shall not relieve Supplier of its obligations here above except to the extent it is prejudiced by such delay.

15.4. If any Products or Services as a whole or as integrated part of another Product or Service, supplied under this Agreement represent an infringement or if their use is enjoined, Supplier shall, at EVS' sole discretion, but at Supplier's own expense: either (a) procure for EVS or EVS' customers the right to continue using the Products or Services alone or in any combination; or (b) replace or modify the Products or Services as a whole or as integrated part of another Product or Service with a functional, non-infringing equivalent.

15.5. If Supplier is unable either to procure for EVS the right to continue to use the Products or Services as a whole or as integrated part of another Product or Service or to replace or modify the Products or Services as a whole or as integrated part of another Product or Service in accordance with the above, EVS may terminate the Agreement and upon such termination, Supplier shall reimburse to EVS the total price paid, without prejudice to Supplier's obligation to indemnify EVS for any damages it has experienced.

### **16. Export Compliance**

16.1. Supplier warrants to observe the national, European and international rules on export control and shall inform EVS in case the Products or Services were to be classified as "controlled items" in accordance to export control lists including without limitation EC REG No. 1334/2000 of the European Union and to Commerce Control List (CCL) of the U.S. Export Administration Regulations (EAR).

### **17. General compliance. Anti-corruption. Anti-Slavery**

17.1. Supplier represents and warrants that, at any time during the duration of the present Agreement, it shall, and all persons acting on its behalf shall, comply with all applicable laws and regulations to which it is subject. This shall notably include laws and regulations relating to anti-corruption, export, privacy, data security, etc.

17.2. Particularly, in terms of Anti-Slavery, Supplier represents and warrants that:

17.2.1. Supplier (or any of its officers or employees) has not been convicted of any offence involving slavery and/or human trafficking nor has Supplier been the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of, or in connection with, slavery and/or human trafficking;

17.2.2. Supplier has implemented due diligence procedures for its own businesses, suppliers, subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in any of its businesses or supply chains; and

17.2.3. in performing its obligations, Supplier shall (and shall ensure that each of its subcontractors shall) comply with all applicable laws, statutes and regulations in force including, but not limited to, the Modern Slavery Act 2015.

## GENERAL TERMS AND CONDITIONS OF PURCHASE

17.2.4. Supplier shall notify EVS as soon as it becomes aware of any actual or suspected slavery or human trafficking in its business or supply chains.

### **18. Confidentiality**

18.1. Supplier acknowledges that all technical, commercial and financial information or data relating to EVS' Products and Services, including but not limited to the Purchase Order and technical documentation, which is in any way disclosed to the Supplier, whether or not marked as "Confidential" or "Proprietary" (the "Confidential Information") shall be considered as strictly confidential.

18.2. The Supplier shall not disclose any such Confidential Information to any third party and shall not use any such Confidential Information for any purpose other than as agreed by EVS.

18.3. In this context, Supplier shall take all necessary steps to avoid the disclosure of this Confidential Information and use the same care and discretion as in protecting its own confidential information in order to hold them in confidence (but, in any event, not less than a reasonable degree of care). Supplier shall limit the access to such Confidential Information to its directors, employees, sub-contractors, agents, distributors or customers as far as strictly necessary for the use the Products and Services and shall impose them a duty of confidentiality in respect with the Confidential Information.

18.4. These confidentiality obligations shall remain in full force and effect during the negotiations and the term of the Agreement. They shall survive the termination or expiration thereof as long as the said Confidential Information has not come into the public domain.

### **19. Assignment**

19.1 Supplier shall not assign any of its rights or obligations under the Agreement without the prior written consent of EVS.

### **20. Termination – Cancellation**

20.1. Any Agreement may be terminated by EVS with immediate effect upon Supplier's in case of: (a) material breach to the Agreement and failure to remedy such breach within thirty (30) days after written notification of such breach (provided that there shall be no obligation to notify the Supplier if such breach is incapable of being remedied or incapable of being remedied within fifteen (15) days), (b) filing of a petition in bankruptcy not dismissed within thirty (30) days; (c) insolvency; (d) making of an assignment for the benefit of creditors, or the entering into of any other arrangement having similar effect; or, (e) initiation of proceedings for the dissolution or liquidation of business operations, (f) any direct or indirect change of control (within the meaning of Article 5 of the Belgian Company Code ("*Code des sociétés*") on Supplier, or the direct or indirect acquisition by any person of more than twenty-five percent (25%) of the shares or ownership interests of Supplier, or (g) commitment by Supplier of some act prejudicial to the interests of EVS.

20.2. In the event of any interruption to EVS' business, or to the business of a customer of EVS to whom the Products are to be supplied, due to circumstances of force majeure (as defined below) which would prevent or hinder the use of Products or Services which are the subject of the Purchase Order, EVS shall have the right to suspend the Purchase Order until such circumstances have ceased or, at its option, cancel the Purchase Order.

20.3. Upon the termination or expiration of a Purchase Order, Supplier shall not be entitled to any indemnification or compensation.

### **21. Governing laws**

21.1. These terms and conditions are governed by and construed in accordance with the laws of Belgium, to the express exclusion of its conflict of laws rules and to the express exclusion of the United Nations Convention on international sales contracts signed in Vienna on April 11, 1980.

### **22. Jurisdiction**

22.1. All disputes arising out of or in connection with any offer or Agreement with Supplier shall first be attempted by the Supplier and EVS to be settled through consultation and negotiation in good faith in a spirit of mutual cooperation.

19.2. All disputes which cannot be resolved amicably shall be submitted to the exclusive jurisdiction of the courts of Liège, Belgium, or, at EVS' option, the courts of Supplier's registered office, and without prejudice to the enforcement of any judgment or order thereof in any other jurisdiction.

### **23. Force majeure**

If EVS is prevented to perform or delayed in the performance of this Agreement by reason of force majeure, EVS shall give prompt written notice to the Supplier of the event and shall be excused from performance

to the extent delayed or prevented by force majeure without being liable for any damages resulting therefrom, provided that EVS shall take reasonable steps to avoid or remove such causes of non-performance and shall continue performance whenever and to the extent such causes are removed. If the force majeure event continues for more than six (6) months, the Supplier may elect to terminate this Agreement with immediate effect through a written notice to EVS.

Force majeure shall be understood as any cause or causes beyond the reasonable control of a party which cannot be overcome through reasonable due diligence, such as – without being limited to – strikes, riots, wars, acts of terrorism, acts of God, invasions, fires, explosions, floods, epidemics, and acts of government or governmental agencies or instrumentalities.

### **24. Miscellaneous**

24.1. EVS' failure to exercise any rights under the Agreement is not a waiver of our rights to damages for Supplier's breach of Agreement and is not a waiver of any subsequent breach.

24.2. If any provision of these terms and conditions is held by any court or authority to be invalid or unenforceable, the other provisions shall remain in full force and effect and shall not be affected or invalidated.