

FieldCast

TERMS AND CONDITIONS OF SALE

Article 1. Scope

These Terms and Conditions (“Terms”) govern the sale of fiber optic equipment, systems, components, and related products (the “Products”) manufactured and supplied by FieldCast (the “Company”) to system integrators, resellers, rental houses, production companies, and broadcasters (the “Customer”). By placing an order with FieldCast, Customer agrees to be bound by these Terms.

Article 2. Quotations and Orders

All quotations are valid for thirty (30) days unless otherwise stated. Orders are subject to written acceptance by the Company. The Company reserves the right to refuse or cancel any order at its discretion. Changes or cancellations to confirmed orders may be subject to restocking or cancellation fees.

Article 3. Pricing and Payment

Prices are exclusive of taxes, duties, shipping, insurance, and handling unless stated otherwise. Unless expressly agreed otherwise in writing, the default payment term shall be 100% prepayment prior to production or shipment of the products. The Company reserves the right to suspend deliveries if payment terms are not met.

Article 4. Delivery and Risk of Loss

Delivery dates are estimates only and not guaranteed. Risk of loss and title transfer to Customer upon shipment from the Company’s facility. The Company is not liable for delays caused by carriers, customs, force majeure, or events beyond reasonable control.

Article 5. Retention of Title Agreement

A separate Retention of Title Agreement (“Eigendomsvoorbehoud”) forms an integral part of all agreements between FieldCast and Customer. The Retention of Title Agreement applies to all deliveries and prevails in the event of conflict with other provisions. The Customer expressly acknowledges and accepts the applicability of the Retention of Title Agreement.

Article 6. Inspection and Acceptance

Customer must inspect Products upon receipt and notify the Company in writing of any defects, shortages, or shipping damage within five (5) business days of delivery. Failure to notify constitutes acceptance of the Products.

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Article 7. Warranty

The Company warrants that Products will be free from defects in materials and workmanship under normal use for a period of 12 months from the date of shipment. This warranty does not cover damage caused by misuse, negligence, accident, improper installation, unauthorized modification or repair, normal wear and tear, or use outside specified operating parameters. The Company's sole obligation under warranty is, at its option, repair, replacement, or refund of the defective Product.

Article 8. Technical Specifications and Compatibility

The Company provides technical specifications for its Products. It is the Customer's responsibility to ensure compatibility with other equipment and system integration requirements. The Company shall not be liable for system integration issues unless explicitly agreed in writing.

Article 9. Returns and RMA

A separate RMA Terms and Conditions document forms an integral part of all agreements between FieldCast and Customer. No Products may be returned without prior written authorization and issuance of a Return Merchandise Authorization (RMA). Products must be returned freight prepaid. Custom or special-order Products are non-returnable unless defective. Restocking fees may apply.

Article 10. Limitation of Liability

To the maximum extent permitted by law, the Company shall not be liable for indirect, incidental, special, or consequential damages, including loss of revenue, loss of production time, rental loss, reputational damage, or lost profits. The Company's total liability shall not exceed the amount paid by Customer for the specific Product giving rise to the claim.

Article 11. Intellectual Property

All intellectual property rights in and to the Products, including designs, firmware, software, schematics, and documentation, remain the exclusive property of the Company. No license is granted except as necessary for normal use of the Products.

Article 12. Confidentiality

Any technical, commercial, or pricing information disclosed by the Company is confidential and shall not be disclosed to third parties without written consent.

Article 13. Export Compliance

Customer agrees to comply with all applicable export laws and regulations. Customer shall not export or re-export Products in violation of applicable laws.

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Article 14. Force Majeure

The Company shall not be liable for failure or delay in performance due to causes beyond its reasonable control, including natural disasters, supply chain disruptions, government actions, labor disputes, transportation delays, or shortages of materials or components.

Article 15. Governing Law

All agreements are governed exclusively by Dutch law. Disputes shall be submitted exclusively to the competent court in the district of Amsterdam.

Article 16. Severability

If any provision of these Terms is found to be unenforceable, the remaining provisions shall remain in full force and effect.

Article 17. Entire Agreement

These Terms constitute the entire agreement between the Company and Customer and supersede all prior agreements, understandings, or representations.

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Retention of Title Agreement

This Retention of Title Agreement is referred to in Article 5 of the Terms and Conditions of Sale and forms an integral and inseparable part of the contractual relationship between the parties.

1. Governing Law

1.1. This agreement and the retention of title contained herein shall be governed by and construed in accordance with Dutch law.

1.2. The retention of title constitutes an extended retention of title (verlengd eigendomsvoorbehoud) within the meaning of Article 3:92 of the Dutch Civil Code and is intended to create the maximum security interest permitted under applicable law.

2. Retention of Title

2.1. All goods delivered by Seller to Buyer (the “Goods”) shall remain the exclusive property of Seller until Buyer has paid in full all present and future claims of Seller against Buyer, including but not limited to:

- (a) the purchase price of the Goods;
- (b) interest, costs and damages;
- (c) any other claims arising from current or future business relationships.

2.2. The retention of title extends to all claims, whether due or not yet due, and regardless of the legal basis.

3. International Effectiveness and Local Law Compliance

3.1. The parties expressly acknowledge that the proprietary effects of this retention of title may be governed by the law of the country where the Goods are located (lex rei sitae).

3.2. Buyer undertakes to fully cooperate with Seller and to take all actions necessary to ensure that Seller’s retention of title is valid, enforceable, and effective against third parties under the applicable local law of the country where the Goods are situated.

3.3. If required under applicable local law, Buyer shall:

- (a) execute additional documents;
- (b) provide notifications to third parties;
- (c) register or record the retention of title where applicable;
- (d) include equivalent retention of title wording in its resale contracts if necessary to preserve Seller’s priority position.

3.4. Buyer shall immediately inform Seller if the Goods are transported to another jurisdiction.

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4. Processing, Mixing and Accession

4.1. If Buyer processes, mixes, or incorporates the Goods into other goods, Seller shall acquire co-ownership in the resulting goods proportionally to the invoice value of the Goods relative to the total value of the new product at the time of processing.

4.2. Buyer shall hold such goods for Seller free of charge and shall clearly identify them as subject to Seller's retention of title.

5. Resale and Advance Assignment of Proceeds

5.1. Buyer may resell the Goods in the ordinary course of business.

5.2. Buyer hereby irrevocably assigns in advance to Seller all present and future claims against third parties arising from resale of the Goods or products incorporating the Goods, up to the amount of Seller's outstanding claims.

5.3. Seller hereby accepts such assignment.

5.4. Buyer shall hold the proceeds separately and, upon Seller's request, provide full details of assigned claims and debtors.

6. Prohibition of Security Interests

6.1. Until full payment, Buyer shall not pledge, encumber, transfer by way of security, or otherwise grant third-party rights over the Goods.

7. Right of Reclamation and Access

7.1. If Buyer fails to fulfil its payment obligations or if insolvency proceedings are initiated (including bankruptcy, suspension of payments, restructuring, or similar proceedings in any jurisdiction), Seller shall be entitled, without prior notice of default, to:

- (a) reclaim and recover the Goods;
- (b) enter premises where the Goods are located;
- (c) demand immediate disclosure of inventory and resale information.

7.2. Buyer irrevocably authorises Seller to take all necessary steps to enforce its proprietary rights in any relevant jurisdiction.

8. Survival

8.1. This retention of title shall survive termination of the agreement and shall remain in effect until all claims of Seller have been fully satisfied.

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Return Merchandise Authorization (RMA) Terms & Conditions

These Return Merchandise Authorization (RMA) Terms & Conditions are referenced in Article 9 of the FieldCast General Terms and Conditions of Sale and form an integral and inseparable part of the contractual relationship between the parties. A CRA (Credit Return Authorization) is considered a specific type of RMA and is therefore subject to the same terms and conditions as an RMA.

1. Scope

The RMA Terms & Conditions govern all product returns made to FieldCast by resellers, system integrators, and other authorized business customers (Customer). By requesting an RMA or CRA, Customer agrees to the terms outlined below.

2. RMA Authorization Requirement

2.1. All returns must be pre-approved by FieldCast.

2.2. Customer must obtain a valid RMA or CRA number prior to returning any product.

2.3. Returns received without a valid RMA or CRA number clearly marked on the outer packaging may be refused and returned at the Customer's expense.

3. Eligibility for RMA

3.1. Products must be within the warranty period of 1 year.

3.2. The RMA request must include:

- Original invoice number;
- Product model and serial number;
- Detailed description of the defect;
- Proof of troubleshooting performed (if applicable).

3.3. FieldCast reserves the right to reject RMA requests for:

- Products outside warranty;
- Products damaged due to misuse, improper installation, modification, negligence, or unauthorized repair;
- Products not originally supplied by FieldCast.

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4. Return Shipping Responsibilities

4.1. Shipping from Customer to FieldCast:

- The Customer (Reseller/System Integrator) is fully responsible for all freight costs to FieldCast;
- Shipments must be sent freight prepaid;
- The sender bears full responsibility for the shipment while in transit to FieldCast;
- In the event of loss, theft, or damage during transit by the carrier, the Customer, as the sender, is solely responsible for filing claims with the carrier and absorbing any associated costs. FieldCast assumes no liability for inbound shipments that are lost or damaged in transit.

4.2. Shipping from FieldCast to Customer:

- Upon approval of repair or replacement under warranty, FieldCast will cover standard freight costs back to the Customer;
- FieldCast will select the carrier at its discretion;
- Expedited shipping requests may be accommodated at Customer's expense;
- Once shipped, FieldCast assumes responsibility for the outbound shipment until delivery to the Customer;
- In the event of loss or damage during outbound shipment, FieldCast will file claims with the carrier and arrange replacement or resolution as appropriate.

5. Packaging Requirements

5.1. Products must be returned in original packaging whenever possible.

5.2. If original packaging is unavailable, Customer must use appropriate protective packaging to prevent transit damage.

5.3. Products damaged due to insufficient packaging may void warranty coverage.

6. Inspection and Evaluation

6.1. All returned products are subject to inspection and testing by FieldCast.

6.2. If the reported defect is not confirmed, FieldCast reserves the right to:

- Return the product to Customer at Customer's expense;
- Charge a No Fault Found (NFF) inspection fee.

7. Repair or Replacement

7.1. FieldCast will, at its discretion:

- Repair the product;
- Replace the product with an equivalent new or refurbished unit;

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- Provide credit where appropriate.

7.2. Replacement products may be refurbished and of equal functional performance.

8. Out-of-Warranty Returns

8.1. Products outside the warranty period may be eligible for paid repair.

8.2. A quotation will be provided before repair proceeds.

8.3. Return freight for out-of-warranty repairs will be charged to the Customer unless otherwise agreed in writing.

9. Credit Returns (Non-Defective Products)

9.1. Returns of non-defective products require prior written approval. Upon approval, a Credit Return Authorization (CRA) number will be issued.

9.2. Approved returns may be subject to:

- Restocking fees;
- Product condition requirements (unused, original packaging);
- Time limitations from invoice date.

9.3. Return freight for non-defective product returns is the Customer's responsibility.

10. Limitation of Liability

FieldCast's liability under this RMA policy is limited strictly to repair, replacement, or credit of the defective product. FieldCast shall not be liable for:

- Indirect or consequential damages;
- Loss of business, revenue, or profit;
- Installation or removal costs;
- Downtime or project delays.

11. Governing Terms

These RMA Terms & Conditions form part of FieldCast's general Terms and Conditions of Sale. In case of conflict, the Terms and Conditions of Sale shall prevail unless otherwise agreed in writing.