ELECTRONIC THEATRE CONTROLS, INC.'S STANDARD TERMS AND CONDITIONS OF SALE AND WARRANTY

TERMS AND CONDITIONS

1. Acceptance of Terms. The following terms and conditions, and those on the face hereof, shall control as to any order for Electronic Theatre Controls, Inc. ("ETC") products ("Products") accepted by ETC ("Order"), notwithstanding any terms and conditions that may be contained in any purchase order or other document of Customer, and ETC's acceptance of any order is expressly made conditional on Customer's assent to the following terms and conditions and those on the face hereof (the "Agreement"). For Customers installing or servicing, or contracting with third parties to install or service, ETC rigging products, additional terms, and conditions (the "Addendum") is also incorporated as part of this Agreement as though fully set forth herein. The Addendum can be found at https://www.etcconnect.com/Support/Warranty.aspx. Such terms and conditions will constitute the entire Agreement between the parties as to any order and will supersede any prior understandings, agreements, representations, or warranties. Such terms and conditions will not be modified, added to, superseded, or otherwise altered except by written document signed by the President of ETC, or his/her designee, notwithstanding any terms and conditions contained in the purchase order or other document of Customer. ETC's commencement of performance and/or delivery shall not constitute a waiver of these terms and conditions or any acceptance of any terms and conditions contained in the Customer's order or other documents. Acceptance of any product or service by the Customer will be construed as acceptance of ETC's terms and conditions. Any dispute or questions of construction with respect to any order placed with ETC shall be governed by the laws of the State of Wisconsin.

2. Conditions Precedent. The obligations of ETC in this Agreement are subject to the express condition precedent that Customer shall fully perform its obligations under this Agreement, subject to any written waiver by ETC which shall be at its sole discretion.

3. Payment Terms; Late Charges. Payment terms are net 30 days after date of invoice unless otherwise stated on the sales acknowledgment or invoice. Customer may receive a 1% discount on an invoice if such invoice is paid by ACH/Wire or by credit card within ten (10) days after date of invoice. Surcharges may apply to credit card transactions. If ETC in good faith doubts Customer's ability or willingness to pay, ETC may in its discretion complete its performance of this Agreement upon a cash in advance basis or make deliveries only upon a C.O.D. basis, and/or file a UCC filing and/or suspend all or part of its performance hereunder. All payments are applied to the oldest outstanding invoice; and ETC is hereby authorized to apply payments and deposits received under any Order to past due invoices under any other Order(s) from Customer. For any account that is past due, ETC may, in its discretion and in addition to its other rights and remedies, impose and require Customer to pay late payment charges on demand calculated as follows: for an account that is 60 days or more past due, the late payment charge shall be the lesser of up to 1.5% per month or the highest rate permitted by applicable law multiplied by the past due balance. Late charges are calculated from the due date until the account is paid in full. ETC will have the option of withholding performance under any and all orders from the Customer if any invoice remains unpaid when due. If Customer is past due on any invoice under any Order, or is otherwise in breach under that Order, ETC may in its discretion cancel that Order and pursue its other rights and remedies. ETC may offset any amounts that Customer owes to ETC from time to time against any amounts ETC may owe to Customer at that time.

4. Delivery and Risk of Loss. ETC will attempt to ship the Order for delivery on or about the times requested by the Customer, although time shall not be of the essence in this contract in this regard, and subject to availability. Any failure by ETC to make shipment as scheduled or requested shall not constitute cause for cancellation, does not constitute a breach of contract and/or does not entitled Customer to damages of any kind. ETC will attempt to follow Customer's written instructions as to mode and routing of shipments, but ETC shall retain absolute discretion as to mode and routing of shipments, including express or parcel post for small shipments. ETC will prepay and bill freight on shipments unless specifically quoted otherwise or upon written instruction from the Customer. Where the Customer has requested expedited freight, the Customer will be responsible for the incurred additional charges. Orders are shipped at the Customer's risk and ETC's obligation to deliver Orders is discharged upon the Order's delivery in good condition to the carrier. Shipments are FOB ETC's factory or warehouse. Unless specifically prohibited, partial shipments will be made. Federal, state, and local taxes, duties and other charges are the responsibility of the Customer. If for any reason Customer is unable or unwilling to take delivery of the Order, ETC may, at its sole discretion, store the Order and any and all costs associated with such storage, including taxes or insurance, shall be immediately paid by Customer. Unless otherwise specifically noted and where shipping terms dictate that Customer take delivery at ETC's facilities, Customer is solely responsible for determining any export licensing requirements, for obtaining any necessary licenses or official authorizations, and for handling any customs formalities for export of the Order. Claims for shortage or damaged goods must be made within ten (10) days of receipt by the Customer. The Order will be carefully packed and delivered in good condition to the carrier. All claims for loss or damage in transit must be made by the consignee directly to the carrier. ETC will make commercially reasonable efforts to render aid and assistance in the presentation and enforcement of such claims without waiver of our rights to have compliance with the terms of payment of our invoices.

5. Warranty. ETC's Standard Warranty and limitation of liability ("Warranty") is the complete and final warranty with regard of the Products. ETC's obligations under the Warranty are limited to repairing or replacing any of the Products which shall, within the applicable Warranty period, fail due to fault manufacture, design, or workmanship. Customer acknowledges and agrees that the provisions of the Warranty are the sole and exclusive remedy available to the Customer for any defective Products.

6. Warranty Disclaimer. EXCEPT AS SET FORTH IN THE WARRANTY, ETC EXCLUDES ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. Change Orders. Any changes in engineering drawings, specifications, or in other terms of manufacture, assembly, or shipment, requested by Customer, must be in writing and approved by ETC. If any such change by Customer causes an increase in the cost of, or in the time required for performance of, any part of the contract, then ETC shall make a reasonable adjustment to the price of the Order. Products ordered which differ in any way from ETC's standard catalog items will require drawings approved in writing by the Customer. When drawings are approved, they shall take precedence over all other written or verbal instructions.

8. Quotations and Pricing. Quotations for standard Products are valid for ninety (90) days from date of issuance while quotes for custom Products are valid for thirty (30) days from issuance. Orders are effective only when accepted and acknowledged by ETC in writing. Minimum order is $25.00 net, exclusive of freight. All prices are in the applicable currency listed on the invoice. Prices, models, part numbers, and specifications are subject to change without notice. Orders must be in writing. Phone orders will be accepted from established accounts when followed by written confirmation. The acceptance of any Order does not imply conformance with plans and specifications unless the plans and specifications accompany the Order and are accepted as binding by ETC in writing. Price protection will only be given to the following: (i) project Orders that are set to be released within 180 days from the date of order acknowledgement; and (ii) standard product Orders that are set to be released within 90 days from the date of the order acknowledgement. If the Order does not release within those time periods previously stated, ETC may, with notice to the Customer, adjust the pricing for such Order based upon the change in the most recently published Producer Index, Total Manufacturing Industries, as published by the US Dept of Labor, Bureau of Labor Statistics as of the date of the Order release compared to the information published as of the order acknowledgement date.

9. Structures. Except to the extent ETC is specifically responsible for any structural element per this Order, Customer represents and warrants that the existing structure, or anticipated structure, if not yet completed, including, without limitation, any existing steel, walls, columns, tresses, footings, hoist attachment points, wiring, power supplies, or any other foundation or existing structural elements (the "Structure") shall be adequate to support the weight, size, load, and all other technical specifications of the Products, and Customer shall hold ETC harmless from any failure of any Structure.

10. Cancellation. If Customer cancels all or any portion of the Order prior to shipment, Customer shall be liable to ETC for a cancellation charge equal to ETC's actual costs incurred in connection with that portion of the Order that is cancelled, including, without limitation, labor, and materials.

11. Security Interest. Customer represents that it is not bankrupt or insolvent. ETC retains a security interest in the Products to secure payment of the purchase price and all other indebtedness now or hereafter owed by the Customer to ETC. At ETC's request, Customer will execute a financing statement or statements evidencing such security interest and will take any other action necessary to perfect the same.

12. Waiver. No failure of ETC to insist upon or compel compliance by the Customer with any provision of this Agreement shall be construed as a waiver by ETC of its right to insist upon compliance with this Agreement. No waiver by ETC of any breach by Customer shall be effective unless in writing signed by the President of ETC, or his/her designee, and no waiver by ETC of any breach by Customer shall be deemed a waiver of any other breach.

13. Non-Warranty Returns. Products returned without ETC's written permission will not be accepted. Products returned for credit must be in accordance with this Agreement. Products must be unused, in original cartons and in saleable condition, subject to ETC's quality control and test inspection. Restocking charges of $25.00 or 25% of invoice (whichever is greater) plus any repacking or reconditioning costs will be deducted from the credit. Returns for warranty work will be in accordance with ETC's established warranty procedures. In no case will permission be granted to return specially modified or custom Products, or merchandise invoiced more than six (6) months prior to date of Customer's return request.

14. Use of Image. Customer agrees and consents to allow ETC to refer to and/or use: (i) the installed ETC Products, (ii) the location of the installed Products, (iii) Customer's respective logo(s), trademark(s), or any other graphical representation of Customer's use of the ETC Products, and/or (iv) photographs of the installed ETC Products in any material of any kind used or produced by or at the direction of ETC, without the prior written consent of Customer; provided, however, that ETC may not, without prior written consent, do any of the foregoing in a manner that implies endorsement by Customer.

15. Force Majeure. ETC shall not be liable for any delay in the delivery of or failure to deliver the Order, or for any delay in the performance of or failure to perform any term of this Agreement, if the delay or failure is caused by, related to, or arising out of a circumstance beyond the reasonable control of ETC, including, without limitation, the following circumstances: (a) acts of God; (b) flood, fire, earthquake, explosion, or other casualty; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) actions, embargoes or blockades in effect on or after the date of this Agreement; (e) law, order, or other action by any governmental authority; (f) strikes, material shortages, labor stoppages or slowdowns, inability to obtain parts or materials, delays in transit, or other industrial disturbances; (g) shortage of adequate power or transportation facilities; and (h) pandemic, epidemic, or disease, including without limitation COVID-19. If ETC is wholly or partially unable to perform or deliver because of any circumstance beyond its reasonable control, ETC may allocate performance and delivery among its customers or may terminate this Agreement without any further liability to Customer. ETC and Customer agree that this Section 15 does not require the circumstance beyond ETC's reasonable control to be unforeseeable at the time they enter into this Agreement.

16. Confidentiality. To the maximum extent permitted by law, the terms, and conditions of this Agreement, as well as any information provided by ETC, including but not limited to pricing, drawings, specifications, or other materials prepared by ETC, to Customer shall be treated as confidential and shall not be disclosed to any third party or be used for any purpose except to fulfill Customer's obligations created hereunder, without the express prior written consent of ETC. Customer agrees to limit disclosure of the confidential information to its employees, agents, and subcontractors who have a need to know such information, and who have been informed of and agree to be bound by the confidentiality obligations of this Agreement. This confidentiality obligation shall survive the termination or cancellation of this Agreement.

17. Miscellaneous. This Agreement shall be governed by the laws of the state of Wisconsin without regard to its conflict of laws principles. The parties agree that the United Nations Convention on the International Sale of Goods shall not apply to this Agreement. The parties consent to the exclusive jurisdiction and venue of the courts located in Dane County, Wisconsin for any action, suit or proceeding. If suit or action is instituted by ETC to enforce payment or performance by the Customer, the Customer agrees to pay all reasonable costs and attorney's fees incurred by ETC. If any part of this Agreement is held to be invalid, illegal, void or to be in conflict with any law, the validity of the remaining terms or provisions of this Agreement shall not be affected, and such part, term, paragraph, or provision shall be construed and enforced in such a manner to fulfill the intent expressed in this Agreement to the maximum extent permitted by law.

18. Applicable Laws. Customer warrants that in the performance of this Agreement, it will comply with all applicable international, federal, and local laws and ordinances and all lawful orders, standards, rules and regulations thereunder, now in effect or as hereinafter amended, including but not limited to all applicable Supply Chain and Modern Slavery Laws. Customer has and shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement. Buyer shall comply with all export and import laws of all countries involved in the sale of Products under this Agreement. Customer assumes all responsibility for shipments of Products requiring any government import clearance. ETC may immediately terminate any quotation or acknowledgement order if any government authority imposes antidumping duties, countervailing duties or any retaliatory duties on the Products, or if ETC suspects Customer is in violation of any applicable law. In addition, Customer shall indemnify and hold harmless ETC and its officers, directors, employees, shareholders, agents, affiliates, and successors (collectively, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees, that are incurred by Indemnified Party arising out of a violation of any applicable law by Buyer or any of its representatives.

WARRANTY

Warranty Coverage. ETC WILL ONLY BE OBLIGATED TO HONOR THE WARRANTY SET OUT BELOW UPON RECEIPT OF FULL PAYMENT OF THE ORDER.

Electronic Theatre Controls, Inc. ("ETC") warrants to the original owner or retail customer ("Customer") that during the warranty period defined below, ETC will repair or replace its Products that are defective in materials or workmanship which cause the Product to fail to operate in accordance with ETC's published specifications for the Product in effect as of the date of shipment, subject to the terms of this limited warranty. The warranty period of box Products shall begin on the date of shipment ("Warranty Start Date"), except the Warranty Start Date shall begin on the date of energization for Orders which include energization performed by ETC or an authorized service provider acting on ETC's behalf. If

no energization date is recorded, however, the Warranty Start Date shall begin on the date of shipment. The controlling warranty, terms and conditions, and product warranty periods is available at the time of order acknowledgment, either by hard copy or by the PDF document found via the internet link listed on the order acknowledgment as of the date of the order acknowledgment.

If ETC shall fail to repair or replace defective Products within a reasonable time after they are returned to ETC, or if ETC shall wrongfully fail to make delivery or shall wrongfully repudiate this contract, then Customer shall be entitled to recover from ETC such part of the purchase price as has been paid by Customer to ETC. The remedy stated in the preceding sentence shall be Customer's exclusive remedy for any breach, non-delivery, or repudiation by ETC or for any other liability of ETC to Customer. This exclusive remedy shall not be deemed to have failed its essential purpose so long as ETC is willing and able to repair or replace defective Products in the prescribed manner.

Warranty Exclusions. This Warranty does not impose any liability or duty upon ETC for: (i) any Product or part of a Product damaged by or subject to accident, negligence, alteration, abuse or misuse by Customer, or any accessories or parts not supplied by ETC; (ii) any damage caused by the unauthorized adjustment, repair or service of the Products by anyone other than ETC or its authorized repair agents; (iii) any damage, to any Product, or part of a Product caused by or due to an act of God, any catastrophe resulting from earthquake, fire, flood, explosion, inability to obtain materials or utilities, or any other cause beyond the reasonable control of ETC. This warranty also does not cover "consumable" parts such as fuses, lamps, color media, growing trays, or components which may be warranted directly to the Customer by the original manufacturer. This Warranty does not extend to items not manufactured by ETC. Freight terms on warranty repairs are FOB ETC factory or designated repair facility. Collect shipments or freight allowances will not be accepted.

ETC shall not be responsible or liable for any materials or labor costs associated with or resulting out of lack of field access to ETC equipment under warranty. This includes, but is not limited to the following: personnel lifts, scaffolding, rope access, swing stage, and/or floor or surface or surroundings protection. ETC shall not be responsible or liable for materials or labor costs associated with obstructions or other interferences that inhibit or otherwise limit, either partial or full, access to ETC equipment under warranty. This includes, but is not limited to the following: structures, masonry, conduit, ductwork, HVAC systems, plumbing, and electrical materials.

ETC's sole responsibility under this Warranty shall be to repair or replace at ETC's option such Products or parts of Products as shall be determined to be defective on ETC's inspection. ETC, at its option, may perform on-site warranty repairs. If ETC chooses to replace the Product and is not able to do so because it has been discontinued or is not available, ETC may replace it with a comparable product. ETC reserves the right to use new, re-worked, repaired, or refurbished parts in the repair or replacement of any Product covered by this Warranty. ETC will not assume any responsibility for any labor expended or materials used to repair any Products without ETC's prior written authorization. ETC SHALL NOT BE RESPONSIBLE FOR ANY INCIDENTAL, GENERAL OR CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, TIME, PROFITS OR INCOME, OR ANY OTHER DAMAGES.

The Customer's obligations during the warranty period under this Warranty are to notify ETC within one week of any suspected defect and to return the Products prepaid to ETC at ETC's factory or authorized service center. The one-week notice period does not apply to claims for shortage or damaged Products.

This written Warranty is intended as a complete and exclusive statement of the terms thereof. Prior dealings or trade usage shall not be relevant to modify, explain or vary this Warranty. Acceptance of, or acquiescing in, a course of performance under this Warranty shall not modify the meaning of this Warranty even though either party has knowledge of the performance and a chance to object.

THIS LIMITED WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THE EQUIPMENT AND REPLACES ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SPECIFICALLY, EXCEPT AS PROVIDED HEREIN, ETC UNDERTAKES NO RESPONSIBILITY FOR THE QUALITY OF THE PRODUCT OR THAT THE PRODUCT WILL BE FIT FOR ANY PARTICULAR PURPOSE FOR WHICH CUSTOMER MAY BE BUYING THE PRODUCT. ANY IMPLIED WARRANTY IS LIMITED IN DURATION TO THE WARRANTY PERIOD. NO ORAL OR WRITTEN INFORMATION, OR ADVICE GIVEN BY ETC, IT'S AGENTS OR EMPLOYEES, SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS LIMITED WARRANTY.

For Dealers located in North and South America: ETC manufactured Products forwarded outside of North and South America will immediately void this Warranty unless the dealer has obtained an additional ETC International Warranty Provision for the specific Product prior to the Product's initial shipment from ETC. ETC is not obligated to provide an ETC International Warranty Provision. Please contact ETC to inquire and purchase an ETC International Warranty Provision.

ETC warrants its Products, commencing on the Warranty Start Date as defined above for 2 years with the following exceptions in duration (5):

90 Day Warranty
Demo, Loaner, Used Equipment and #lighthack kit

120 Day Warranty
ETC Product Repairs (2)

1 Year Warranty
RAYN Rosa and Vision

3 Year Warranty
Prodigy, Vortek Classic, QuickTouch & Foundation (1)
Power Package Upgrades (with option for additional 2 years)
OneTrack Products

5 Year Warranty
HID Ballasts
ArcSystem Drivers and F-Drive
Echoflex Products
Unison Paradigm, Mosaic, Echo and Foundry
RAYN Products (6)
Unison Sohrana

8 Year Warranty
Unison Dimmer for DRd enclosure

Split Warranties

2 Years Entire Fixture; 5 Years LED Array – All Automated Lighting Products (3) (4)
3 Years Entire Fixture; 10 Years LED Array -Relevé Spot Fixture (3)
5 Years Entire Fixture; 10 Years LED Array - LED Fixtures (3) (4)

Other Warranties
Software: Per applicable End User License Agreement
High End Systems, Inc. products; Per High End Systems, Inc.'s Warranty Statement
https://www.etcconnect.com/Support/Warranty.aspx

ELECTRONIC THEATRE CONTROLS, INC.'S STANDARD TERMS AND CONDITIONS OF SALE AND WARRANTY

1 Prodigy and Vortek Classic warranty requires an annual check of the system by an ETC trained rigging installer in order for the Warranty to remain valid. Please contact your authorized rigging dealer with questions.

2 Product repairs occurring within the original warranty period remain under the original Warranty unless that Warranty will expire prior to the 120-day mark. In that case, the warranty period will be extended by 120 days from the date of shipment of the repaired Product or part. Parts repaired or replaced after the original warranty period has expired are warranted for 120 days from the date of shipment of the repaired Product or part of Product.

3 Covers LED failure only; does not cover lumen maintenance (L70) or color maintenance

4 Excepting Relevé Spot Fixtures

5 Does not cover installations of any fixtures (including IP65 rated) with exposure to corrosive environments including but not limited to chlorine or within 1 mile (1.6 km) of a body of salt water

6 Excepting RAYN Rosa and Vision (see 1 Year Warranty)

This is the current Terms and Conditions and Warranty statement at the time of publication for Electronic Theatre Controls, Inc. and Electronic Theatre Controls Asia Limited. The Terms and Conditions and Warranty statement are subject to change at any time without notice. The controlling Warranty statement, as well as applicable Terms and Conditions, are available at the time of order acknowledgment. For Terms and Conditions and Warranty statement for ETC's affiliate companies, please visit https://www.etcconnect.com/Support/Warranty.aspx.