

Integrated Design Tools, Inc.

Terms and Conditions

1. **TERMS** - These terms govern the sale of goods between Integrated Design Tools, Inc. ("IDT") and the Buyer ("Buyer"). This document acknowledges receipt of the Buyer's order by IDT, and confirms the sale of product evidenced by the invoice as expressly conditioned on the Buyer's acceptance of the terms and conditions set forth herein.
2. **PRICES** – All published prices are subject to change without notice. Written quotations shall expire thirty (30) calendar days from the date of quotation unless withdrawn in writing sooner. Verbal quotations are provided for budgetary guidance only. Unless otherwise specifically stated, prices are in U.S. Dollars.
3. **TERMS OF PAYMENT:**
 - 3a. Deposits – Buyer must make a deposit equal to the amount specified by IDT at the time of the order, typically 10% of the total order value (excluding any sales tax, freight, duties, import tax and delivery charges). Camera reservation numbers and delivery estimates are provided at the sole discretion of IDT.
 - 3b. Method of Payment – Credit card payment via VISA, MASTERCARD, AMERICAN EXPRESS or DISCOVER is provided as a convenience with valid credit card authorizations. Please contact the IDT Customer Service Department for Remit To information when transferring bank to bank payments or visit IDT's website for bank information. All orders are payable in U.S. dollars (USD).
 - 3c. Standard Payment Terms – All orders must be paid in full prior to shipment via wire transfer, cash equivalent (such as money order, cashier's check, or personal check drawn from a United States bank), or credit card. IDT has the right to refuse any order, even after accepting payment or partial payment for such order. IDT will credit/refund any such payment made by the Buyer, if IDT rejects the order.
 - 3d. Deposit Payments – Deposit payments may be remitted via credit card payments, wire transfer or cash equivalent (such as money order, cashier's check, or personal check drawn from a United States bank). No more than two separate credit cards may be used for payment. IDT reserves the right to reject any order. IDT will credit or refund any payments made if IDT rejects the order.
 - 3e. Immediate Order Payments – Immediate payments may be remitted via credit card payments, wire transfer or cash equivalent (such as money order, cashier's check, or personal check drawn from a United States bank). No more than two separate credit cards may be used per payment. IDT reserves the right to reject any order. IDT will credit or refund any payments made if IDT rejects the order.
 - 3f. Balance Payments – Buyer must pay the full remaining balance of the invoice before the order will be processed for shipment. Balance payments may be remitted via credit card payments, wire transfer or cash equivalent (such as money order, cashier's check, or personal check drawn from a United States bank). No more than two separate credit cards may be used per payment. IDT reserves the right to reject any order. IDT will credit or refund any payments made if IDT rejects the order.
 - 3g. Rentals/Leasing – IDT does offer rental/leasing options for various IDT products. IDT does not affiliate, authorize, or support any other entities offering leasing options for IDT product. IDT assumes no liability for services or product offered by unauthorized third-party entities offering IDT product or services.

4. DELIVERY AND ACCEPTANCE – All product shipments shall be made from the IDT facility at Pasadena, California, at which time title and risk of loss shall pass to the Buyer. Buyer shall be the importer of record for all purchased products, if applicable. Licensing requirements for importation to non-U.S. countries is the sole obligation of the Buyer. In the absence of specific shipping instructions from the Buyer, IDT will ship by the method it deems, in its sole discretion, most advantageous. Transportation charges will be collected prior to shipment. Unless otherwise indicated, Buyer is obligated to obtain insurance against damage to the product being shipped. Unless otherwise specified, products will be shipped in standard commercial packaging. When special packaging or export instructions are requested by the Buyer, any additional costs will be the responsibility of the Buyer. IDT reserves the right to reject certain shipping or packing methods.

IDT shall use reasonable efforts to notify Buyer of any anticipated delays in delivery. IDT will not be liable for any loss, damages or penalty resulting from delay in delivery.

Acceptance of the product by the Buyer shall occur no later than fifteen (15) days after shipment. Product not rejected during this fifteen-day period shall be deemed accepted, and all returns shall be handled in accordance the Returns section below. Product cannot be rejected by Buyer based on criteria that were unknown to IDT or based on test procedures that IDT does not conduct.

5. RESTRICTIONS ON USE – Buyer will not cause or permit the modification or reverse engineering of file formats, tools, or image processing of IDT products without express written consent from IDT. Buyer will not develop tools from IDT products or use non- IDT approved tools, products, or software with IDT products without express written consent from IDT. Buyer will not cause or permit any reverse engineering of IDT products.

6. WARRANTY – IDT warrants all products will be of good quality and workmanship and free from material defects. Upon the expiration of the time periods identified below, all liabilities of IDT will terminate. In no event shall IDT be liable for consequential damages.

LIMITED WARRANTY – IDT hereby warrants that IDT's products will be free from defects in material and workmanship under normal use according to the provisions and limitations, herein set forth. All parts, specifically EXCLUDING expendable 'wear' parts, that become unserviceable, due to defective material or workmanship, with one (1) year, parts and labor from date of the original retail purchase, shall at IDT's option, be repaired or replaced.

LIMITATIONS – The obligations of IDT for breach of warranty shall be limited to products manufactured by IDT; (1) that are installed, operated, and maintained according to IDT's instruction furnished and/or available to the purchaser upon request; (2) that are installed according to all other applicable Federal, State, and local codes or regulations; and (3) that the purchaser substantiates were defective in material and workmanship notwithstanding that they were properly installed and correctly maintained as set forth and were not abused or misused. The obligation of IDT shall be limited to replacing or repairing the defective product, at the option of IDT. IDT shall not be responsible for any labor or cost of removal or repairing or reinstallation of its products and shall not be liable for transportation costs to and from its operations in Pasadena, CA. Use of parts for modification or repair of the product or any component part thereof not authorized or manufactured by IDT specifically for such product shall void this warranty. This warranty shall not apply to any damage to or defect in the IDT's products that is directly or indirectly caused by; (1) FORCE MAJEURE, act of GOD, or other accident not related to an inherent product defect; or (2) abuse, misuse, or neglect of the such product, including any damage caused by improper assembly, installation, adjustment, or faulty instruction of the purchaser. **OTHER THAN AS EXPRESSLY SET FORTH HEREIN ABOVE, IDT MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY OF IDT'S PRODUCTS, INCLUDED BUT NOT LIMITED TO ANY MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL IDT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE SUFFERED BY IDT'S PRODUCTS.** Any person or entity to whom this warranty extends and who claims breach of warranty against IDT must bring suit thereon within one year from the date of occurrence of such breach of warranty or be forever barred from any and all legal or other remedies for such breach of warranty. IDT is not responsible for and

hereby disclaims any undertaking, representation, or warranty made by any dealer, distributor, or other person that is inconsistent with or in any way more expensive than the provisions of this limited warranty. This warranty grants specific legal rights and shall be read in conformity with applicable state law. In some jurisdictions, the applicable law mandates warranty provisions that provide greater rights than those provided for herein. In such case, this limited warranty shall be read to include such mandates provisions; and any provision herein that is prohibited or unenforceable in any such jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceable without invalidating the remaining provisions and without affecting the validity or enforceability of such provisions in any other jurisdiction.

6a. Standard Warranty – A standard Warranty is granted to the original purchases by IDT for a period of one (1) year, parts and labor, for the camera and camera accessories excluding Standard Warranty for Digital Media is thirty (30) days. Standard Warranty for Batteries is ninety (90) days or change cycles of less than 400, whichever comes first. The Standard Warranty covers parts and labor charges for products that have been returned pre-paid shipment to an Authorized Service Center. All warranty returns shall be done in accordance with IDT's warranty Return Merchandise Authorization ("RMA") policy, a copy of which is set forth in the Returns section and is posted on IDT's website. Any repaired or replaced product shall be warranted as set forth in this section for a period the greater of (i) the balance of the applicable warranty period relating to such product or (ii) ninety (90) days after it is received by Buyer. Only the components that were repaired or replaced will be eligible for the 90-day period as set forth above.

IDT's warranty does not include products that have defects or failures resulting from; (a) alterations, modifications or repairs by Buyer or unauthorized third parties or (b) accident, disaster, neglect, abuse, misuse, improper handling or storage by the Buyer. This includes, but is not limited to: water damage, mold in the lenses from improper storage, droppage, modification to the camera, opening the camera body, use of non- IDT cables, or third party accessories, etc. Removal or modification of camera lens mount voids any and all warranties except when the lens mount is replaced by the Buyer with an IDT approved lens mount. Breaking the seal on the camera body is prohibited and voids any and all warranties. Any parts replaced by IDT during warranty repair are the property of IDT and will not be returned to Buyer.

IDT products are compatible with IDT software, IDT parts, and IDT products only. Use of any software, parts, or products other than IDT or IDT approved software, parts, and products voids any and all warranties.

EXCEPT AS SPECIFICALLY SET FORTH ABOVE, IDT AND ITS LICENSORS MAKES NO WARRANTIES, CONDITIONS, REPRESENTATION OR TERMS, EXPRESS OR IMPLIED, WHETHER BY STATUE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE AS TO THE IDT PRODUCT OR ANY COMPONENT THEREOF, INCLUDING BUT NOT LIMITED TO NON-INFRINGEMENT OF THIRD PARTY RIGHTS, INTEGRATION, MERCHANTABILITY, SATISFACTORY QUALITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. IDT AND ITS LICENSORS DOES NOT WARRANT THE PERFORMANCE OR RESULT OF THE IDT PRODUCT.

6b. Third-Party Warranty – IDT does not honor warranty agreements extended by third parties. Only warranty agreements granted by IDT will be honored by IDT.

THE SOLE REMEDY UNDER THIS WARRANTY SHALL BE THE REPAIR, REPLACEMENT, OR CREDIT FOR DEFECTIVE PARTS AS STATED ABOVE. THIS WARRANTY IS THE SOLE WARRANTY GIVEN BY IDT AND IS IN LIEU OF ANY OTHER WARRANTIES EITHER EXPRESS OR IMPLIED. THIS WARRANTY EXTENDS TO THE BUYER AND IS NON-TRANSFERABLE TO OTHER THIRD PARTIES.

6c. IDT Re-Certified Product Warranty – All Electronic Products that are not possessed by the original Buyer may be sent to an Authorized IDT Service Center for an evaluation fee of \$500. IDT will provide a quotation for the re-certification of the product to existing IDT product specifications at time of repair. The Customer is responsible for all costs associated with such re-certification, such as troubleshooting, diagnosis, repair, test,

calibration, and shipping costs. The evaluation fee will be applied to the cost of the re-certification if the cost of the re-certification is greater than the evaluation fee. Upon completion of re-certification, customer may be offered an IDT Re-Certified Product Warranty for an additional cost determined at that time.

“Customer” is defined as an entity who obtained an IDT product by other means than directly from IDT. Product re-certification is only available to a Customer and is limited to a one re-certification per Customer upon a change of ownership. As part of the process, IDT will register the Product to the new Customer.

An IDT Re-Certified Product Warranty is valid for a period of ninety (90) days for the camera and camera accessories after the warranty is accepted by the Customer. IDT Re-Certified Product Warranty is not available for Digital Media and Batteries.

- 6d. Non-Warranty Repair – Product that no longer qualifies for Warranty Repair may be sent to an Authorized IDT Service Center for an evaluation fee of \$250. IDT will provide a quotation for the repair of the product. The Customer is responsible for all costs associated with such refurbishment, such as troubleshooting, diagnosis, repair, test, calibration, and shipping costs. The evaluation fee will be applied to the cost of the refurbishment if the cost of the refurbishment is greater than the evaluation fee. Any repaired or replaced product shall be warranted for ninety (90) days after it is received by Customer. Only the components that were repaired or replaced will be eligible for the 90-day period. Any parts replaced by IDT during non-warranty repair are the property of IDT and will not be returned to Customer.

7. RETURNS – Buyers must obtain a Return Merchandise Authorization (RMA) prior to the return of any product. Cameras may only be returned for refund within seven (7) days of original delivery by IDT at shipping address specified by Buyer and with less than 10 hours of run time and pass IDT Inbound Quality Control (IQC). Accessories, except Digital Media and Batteries, may be returned for refund within seven (7) days of original delivery by IDT at shipping address specified by Buyer and pass IDT IQC.

- 7a. Factory Seal – If the factory seal on the product has been broken, a return will not be accepted, unless IDT gives specific approval for such a return after evaluation (subject to \$500 evaluation fee) and the returned product is subject to a 25% restocking fee. All equipment must be shipped in as new condition and in the original shipping materials. Refunds are subject to an evaluation of the merchandise upon receipt at IDT as defined above, in addition to other tests to ascertain condition of returned goods. A refund less the restocking fee will be provided within forty-five (45) days of completion of evaluation of goods at IDT.

- 7b. Shipping – Buyer is responsible for shipping costs to return product to IDT. For Buyer's protection, IDT recommends that the Buyer uses a traceable and insurable form of mail for shipment.

- 7c. Buyer has seven (7) days from the date the RMA is issued to deliver the product to IDT. All product received seven (7) days after the RMA was issued will not be considered eligible as a return for credit. IDT will return product to Buyer and Buyer will assume all shipping costs.

- 7d. Dangerous Goods Requirements – Buyer acknowledges that Buyer has been advised of the Dangerous Goods shipping requirements relating to lithium ion batteries. If Buyer's return includes a lithium ion battery, Buyer agrees to have the battery shipped by a certified shipper of Dangerous Goods. Buyer further agrees not to attempt to ship any lithium ion battery that has been physically damaged. Buyer agrees to indemnify and hold IDT and its employees harmless from any and all liability arising from Buyer's failure to comply with this provision.

8. CUSTOMER SOURCE INSPECTION – a fee of \$500 will be charged for any order requiring customer source inspection or receipt of goods, at the IDT facility.

No-Trouble Found Inspection Fee – Any product sent to IDT for inspection or evaluation where IDT finds no defects or problems with IDT product will be subject to a No-Trouble

Found Inspection Fee of \$250. The No-Trouble Found Inspection policy is in place to encourage the Customer to exhaust all technical support resources before shipping product to IDT.

9. LIMITATION OF LIABILITY – IN NO EVENT SHALL IDT OR ITS LICENSORS BE LIABLE TO BUYER FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE, INCIDENTAL, OR SPECIAL DAMAGES, OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS (HOWEVER CAUSED AN UNDER ANY THEORY OF LIABILITY), EVEN IF IDT OR ITS LICENSORS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL IDT'S OR ITS LICENSORS' LIABILITY FOR A PRODUCT (WHETHER ASSERTED AS A TORT CLAIM, A CONTRACT CLAIM OR OTHERWISE) EXCEED THE AMOUNTS PAID TO IDT FOR SUCH PRODUCT. IN ADDITION, IN NO EVENT SHALL IDT'S LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS ORDER EXCEED \$25,000 (TWENTY-FIVE THOUSAND U.S. DOLLARS). IN NO EVENT WILL IDT OR ITS LICENSORS BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS BY BUYER. IN NO EVENT SHALL IDT OR ITS LICENSORS BE LIABLE FOR DAMAGES ARISING OUT OF ANY LATE DELIVERY. THE LIMITATIONS SET FORTH HEREIN SHALL APPLY TO ALL LIABILITIES THAT MAY ARISE OUT OF THIRD-PARTY CLAIMS AGAINST BUYER. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE LIMITATION SET FORTH IN THIS SECTION SHALL APPLY WHERE THE DAMAGES ARISE OUT OF OR RELATED TO THIS AGREEMENT.

10. INDEMNIFICATION – Buyer shall indemnify, defend, and hold IDT and IDT's officers, agents, other representatives and licensors harmless from all demands, claims, actions, causes of actions, proceedings, suits, assessments, losses, damages, liabilities, settlements, judgments, fines, penalties, interest, costs and expenses incurred (including fees and disbursements of legal counsel) of every kind (i) based upon personal injury or death or injury to property to the extent any of the foregoing is proximately caused Buyer's misuse of the product or by the negligent or willful acts or omissions by the Buyer, or (ii) based on any breach of this agreement by the Buyer.

11. PROPRIETARY INFORMATION – IDT retains for itself and its licensors all proprietary rights, including without limitation all patent, trademark, trade secret, copyright and other intellectual property rights in and to all IDT designs, manufacturing processes, engineering details, and other data pertaining to any product sold except where the rights have been assigned to pursuant to a written agreement signed by a corporate officer of IDT. The products are offered for sale and sold by IDT on the condition that such sale does not convey any right, express or implied, stated or otherwise, under any intellectual property or manufacturing process. IDT and its licensors expressly reserves all intellectual property rights in the product. Without limited the foregoing, all software included in the products (including any updates to such software provided to Buyer, if applicable) is licensed to Buyer, not sold, and Buyer shall not transfer any such software apart from the product, or modify, decompile, disassemble or reverse engineer or otherwise attempt to derive the source code of such software.

12. NON-WAIVER – Failure of IDT to insist upon strict performance of any terms and conditions herein shall not be deemed a waiver of any subsequent default of terms and conditions thereof.

13. LAW GOVERNING AND EXCLUSIVE JURISDICTION – This Agreement is to be interpreted in accordance with the laws of the State of Florida, United States of America. The sale of any IDT product to Buyer is considered to have taken place in Leon County, Florida and shall be governed by this Agreement. This Agreement will not be governed by the conflict of law rules or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. Exclusive jurisdiction for any dispute arising from the terms and conditions of this Agreement shall be Leon County, Florida and both Buyer and IDT waive all rights to have a dispute brought elsewhere.

14. SEVERABILITY – If any of the terms and conditions of this Agreement is held to be invalid under any applicable statute or rule of law, they are, to that extent, deemed omitted.

15. COMPLETE AGREEMENT - The terms and conditions set forth herein comprise the entire agreement between IDT and the Buyer.

**Integrated Desing Tools, Inc.
1202 E Park Ave
Tallahassee, FL 32301
United States of America
Tel: (+1) 850 222-5939
Fax (+1) 850 222-4591**

Return address

Please contact your local dealer within 7 days to obtain an RMA. Included in the original shipping container is a return shipping label. Product must be returned in its original packaging and shipping container and must be in good working order.

Return address:

**Integrated Design Tools, Inc.
1 W Mountain Street, Suite 3
PASADENA CA 91103-3070
United States of America
Attn.: Service Department
T: (+1) 626 794-4649
F: (+1) 626 794-4651**