

Terms and Conditions of Sale Direct Sale

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.

THESE TERMS AND CONDITIONS ("AGREEMENT") CONSTITUTE A BINDING AGREEMENT BETWEEN YOU AND LIGHTCAST INC. Of ALABAMA d/b/a LIGHTCAST ("LIGHTCAST"). YOU ACCEPT THIS AGREEMENT BY CLICKING "I ACCEPT" DURING THE REGISTRATION PROCESS AND/OR CHECK OUT PROCESS AND/OR USING PAYMENT ONLINE BY PHONE, EMAIL, OR FAX. THIS AGREEMENT SHALL GOVERN YOUR PURCHASES OF PRODUCTS AND/OR SERVICES FROM LIGHTCAST EITHER THROUGH LIGHTCAST'S WEBSITE (THIS "SITE") OR BY YOUR SUBMISSION OF AN ORDER VIA PHONE, FACSIMILE, EDI, MAIL OR OTHER MEANS, UNLESS YOU AND LIGHTCAST HAVE ENTERED INTO A SEPARATE WRITTEN AGREEMENT, IN WHICH CASE SUCH SEPARATE WRITTEN AGREEMENT WILL GOVERN.

YOU CONSENT TO RECEIVING ELECTRONIC RECORDS, WHICH MAY BE PROVIDED VIA A WEB BROWSER OR E-MAIL APPLICATION CONNECTED TO THE INTERNET. YOU MAY WITHDRAW CONSENT TO RECEIVING ELECTRONIC RECORDS OR HAVE THE RECORD PROVIDED IN NON-ELECTRONIC FORM BY NOTIFYING LIGHTCAST VIA EMAIL AT info@lightcastinc.com OR VIA REGULAR MAIL TO LIGHTCAST Inc. PO 538 Cropwell, Alabama 35054 ATTN.: Customer Service/Contact Center.

YOU AGREE AND REPRESENT THAT YOU ARE BUYING PRODUCTS AND SERVICES ONLY FOR YOUR INTERNAL USE AND NOT FOR RESALE. LIGHTCAST HAS SEPARATE TERMS AND CONDITIONS OF SALE FOR PERSONS OR ENTITIES PURCHASING PRODUCTS TO RESELL.

1. You may issue a purchase order for administrative purposes only. Additional or different terms and conditions contained in any such purchase order are expressly rejected and will be null and void. LIGHTCAST's failure to specifically object to any such additional or different terms and conditions shall not constitute a waiver or acceptance of such additional terms and conditions. You agree that this Agreement and the terms and conditions set forth in LIGHTCAST's order acknowledgement will control. No course of prior dealings between the parties and no usage of trade will be relevant to determine the meaning of this Agreement.

2. The prices and other information shown on this Site do not represent unconditional offers to sell and are subject to change by LIGHTCAST at any time without notice to you. All orders are subject to product availability. LIGHTCAST reserves the right to cancel any order in whole or in part. LIGHTCAST cannot guarantee that it will be able to fulfill your orders.

3. Payment terms are prepay, due upon receipt or net thirty (30) days from the date of LIGHTCAST's invoice depending on credit and Lightcast discretion due to customization. In the event that LIGHTCAST, in its sole discretion, deems your financial condition unsatisfactory, LIGHTCAST may require full or partial payment in advance. Upon your failure to submit full or partial payment, LIGHTCAST may cancel or delay any or all orders hereunder and/or adjust prices to match those in effect at the time delayed

shipment is made. Amounts past due are subject to a service charge equal to the lesser of 1.5% per month or the maximum rate permitted by law.

4. Any consumption, excise, sales, value added or other tax which may be applicable to the transactions conducted under this Agreement shall be invoiced to you as a separate item and shall be paid by you unless you furnish LIGHTCAST with a valid exemption certificate.

5. LIGHTCAST may revise and discontinue products or services at any time without notice to you. LIGHTCAST reserves the right to substitute the latest design or manufactured equivalent products where interchangeability does not materially affect form, fit or function. Parts used in repairing or servicing products may be new, equivalent to new or reconditioned.

6. Requested changes to orders are subject to LIGHTCAST's approval and acceptance in writing. You shall pay LIGHTCAST the then-current standard purchase price and/or fees for such accepted changes and for all increased costs and expenses incurred as a result of such accepted changes, plus LIGHTCAST's then-current standard rate of profit for similar work.

7. Cancellation of any order is subject to LIGHTCAST's receipt of your written notice of such cancellation before (i) any product is shipped or (ii) the services are scheduled to commence. In the event of any such whole or partial cancellation of any order, you shall pay to LIGHTCAST the reasonable costs and expenses (including, without limitation, expenses and commitments to LIGHTCAST's suppliers and subcontractors) incurred by LIGHTCAST prior to LIGHTCAST's receipt of the cancellation notice. Orders for non-standard, special or custom products and/or services are final and non-cancelable.

8. Products shall be shipped F.O.B. LIGHTCAST's facility on customer's account or as pickup or billed by LIGHTCAST when using LIGHTCAST shipping services. Title to, and risk of loss or damage to, the products shall pass to you upon LIGHTCAST's delivery of the products to a carrier for shipment. Title to software will remain with the applicable licensor(s). LIGHTCAST's prices do not include shipping and handling charges. LIGHTCAST reserves the right to use its own discretion in the manner and routing of shipments. You acknowledge that LIGHTCAST may receive volume discounts from its carriers and that such discounts will not be credited or refunded to you. LIGHTCAST shall be permitted to deliver products in separate lots. Shipping on LIGHTCAST's account will be insured or self insured and title will to and risk of loss will be customers at customer's delivery location only. **Any insurance and shipping costs on repairs or returns on any sale outside the USA will be at customer's expense to and from LIGHTCAST's facility or repair location.**

9. You may only return products in accordance with LIGHTCAST's standard Return Policy in effect on the date of the return. If you fail to follow LIGHTCAST's Return Policy, LIGHTCAST is not responsible whatsoever for any returned product that is lost, damaged, modified or otherwise processed for disposal or resale. You must contact LIGHTCAST before attempting to return a product in order to obtain a Return Material Authorization ("RMA") number to include with the return. LIGHTCAST shall not be required to accept any return without an authorized RMA number. You must return the product in its original or equivalent packaging. You are responsible for all risk of loss and shipping and handling fees

for returned products. LIGHTCAST may, in its sole discretion, charge additional restocking fees and/or issue credit for partial returns less than invoice or individual component prices due to bundled or promotional pricing. If you are entitled to return a trailer, camera system, large sign and other oversized product ("Oversized Product") under LIGHTCAST's Return Policy, you must contact LIGHTCAST to arrange for the Oversized Product to be picked up by a carrier selected by LIGHTCAST. LIGHTCAST shall only accept returns of Oversized Products that such LIGHTCAST selected carrier certifies as not being damaged. In the event that you return an Oversized Product that is found by LIGHTCAST to be damaged, you shall pay LIGHTCAST a restocking fee equal to fifty percent (50%) of the purchase price of such Oversized Product. In the event the product is non-repairable payment shall be 100% to LIGHTCAST. Any insurance and shipping costs on repairs or returns on any sale outside the USA will be at customer's expense to and from LIGHTCAST's facility or repair location. If product is deemed as under warranty and within the US48 states, in the first 90 days since purchase Lightcast will pay shipping to and from customer via Lightcast selected carrier. Between 90 and 365 days customer will pay shipping to Lightcast facility and Lightcast will pay shipping back to customer, via Lightcast selected carrier.. If product is deemed not under warranty, customer shall pay Lightcast all shipping charges within 30 days of repair. If product is not repairable customer shall pay shipping to Lightcast location and can elect to not have it shipped back. In many cases Lightcast may elect to only have components be shipped back.

10. All delivery/performance dates indicated on this Site or on LIGHTCAST's documents are approximate and are based upon the prompt receipt of all necessary information from you regarding products and/or services ordered. LIGHTCAST will use commercially reasonable efforts to meet the indicated delivery/performance dates but shall not be liable for any breach of contract or held responsible for any costs or expenses incurred by you as a result of LIGHTCAST's failure to do so. In the event of any delivery delay caused by you, LIGHTCAST will store and handle all products ordered at your risk and will invoice you for the purchase price plus storage, insurance and handling charges incurred on or after the date on which the products are ready for delivery. You hereby grant to LIGHTCAST and its subcontractors authority to enter the property upon which services are to be performed. If existing conditions attributable to you increase LIGHTCAST's costs or expenses for providing services, you shall pay LIGHTCAST for all increased costs and expenses incurred as a result of such existing conditions, plus LIGHTCAST's then-current standard rate of profit for similar work.

11. Until such time as LIGHTCAST is fully paid for products shipped, LIGHTCAST reserves, and you hereby grant to LIGHTCAST, a purchase money security interest in the products listed in the order confirmation in the amount of their purchase price plus all attorneys' fees and costs of collection. A copy of the order confirmation may be filed on LIGHTCAST's behalf with appropriate state authorities at any time as a financing statement in order to perfect LIGHTCAST's security interest. You will provide LIGHTCAST with reasonable assistance in perfecting its security interest. LIGHTCAST shall have all rights and remedies of a secured party under the applicable provisions of the Uniform Commercial Code.

12. You shall reimburse LIGHTCAST for all attorneys' fees, court costs and other expenses incurred by LIGHTCAST to enforce this Agreement.

13. LIGHTCAST warrants that "Products" sold by LIGHTCAST hereunder shall be free from defects in material and workmanship for a period commencing on the date of shipment and continuing until expiration of LIGHTCAST's applicable standard warranty period for such product as set forth in LIGHTCAST's database at the time of shipment of such product. LIGHTCAST warrants that "Services" (this does not pertain to "Products" warranty repair which coincides with "Products" warranty mentioned above) performed by LIGHTCAST hereunder shall be performed in a professional and workmanlike manner and shall be free from defects in material and workmanship for ninety (90) days from completion. If products or services fail to meet their respective warranties hereunder, LIGHTCAST will, at its sole option, either: (i) refund the amount received by LIGHTCAST for defective products or services, (ii) repair or replace any defective product free of charge or (iii) re-perform services of the type originally performed free of charge. The foregoing is contingent upon (i) you returning the defective product to LIGHTCAST (F.O.B. LIGHTCAST's facility) or (ii) LIGHTCAST receiving written notice of defective services, prior to the expiration of the applicable warranty period. The warranty set forth herein extends solely to you and does not extend to any product or service that has been misused, modified, repaired by anyone other than LIGHTCAST, improperly installed, or otherwise abused. Any and all warranties granted hereunder shall be void if any portion of the purchase price has not been paid, in which case no warranty shall apply. EXCEPT AS EXPRESSLY PROVIDED HEREIN, LIGHTCAST MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED. ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY DISCLAIMED. LIGHTCAST DOES NOT ACCEPT ANY LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN.

14. LIGHTCAST will defend, at its expense, any action brought against you to the extent that it is based on a claim that your use of any product purchased under this Agreement infringes any patent, copyright, trademark, trade secret or other intellectual property right of a third party arising under any state or Federal laws of the United States of America, and LIGHTCAST will indemnify you from any costs, damages and fees (including reasonable attorneys' fees) finally awarded against you in such action which are attributable to such claim. You agree to notify LIGHTCAST promptly in writing of any claim, to permit LIGHTCAST to have sole control of the defense, compromise or settlement of the claim and to provide all available information and assistance regarding such claim. LIGHTCAST shall not be liable for any costs or fees incurred by you on such action or claim unless authorized in writing by LIGHTCAST. Should any product purchased hereunder become, or in LIGHTCAST's opinion be likely to become, the subject of a claim for infringement of any such third-party intellectual property right, LIGHTCAST may (i) procure for you, at no cost to you, the right for you to continue to use the product, (ii) replace or modify the product, at no cost to you, to make such product non-infringing, provided that the replacement or modified product provides substantially similar functionality and performance or (iii) if neither (i) or (ii) are, in the sole discretion of LIGHTCAST, commercially practicable, terminate your right to use such product, and grant you a credit against the purchase price of such previously purchased product as depreciated on a straight line five (5) year basis from the date of shipment of the product to you. LIGHTCAST shall have no liability for any claim based upon: (i) the combination, operation or use of any such product with equipment, devices or software not supplied or specified by LIGHTCAST, (ii) the alteration or modification of any such product that was not made or approved by LIGHTCAST, (iii) your

failure to use the most current version of such product or (iv) the use of such product other than in accordance with the applicable specifications, documentation or this Agreement. This Section 14 states the entire liability of LIGHTCAST with respect to infringement of any third party intellectual property rights, and LIGHTCAST shall have no additional liability with respect to any alleged or proven infringement. The obligations of LIGHTCAST under this Section 14 extend solely to you and not to any other third party. All illustrations, drawings, photographs and other descriptive information attached to LIGHTCAST's quotations shall remain the property of LIGHTCAST and shall not be copied or made accessible to third parties in any way without the prior written consent of LIGHTCAST. Tools made or acquired for the manufacture or modification of products or performance of services remain the property of LIGHTCAST notwithstanding that you may have been charged for all or part of the cost thereof. LIGHTCAST will use reasonable commercial efforts to safeguard your drawings and other property while in LIGHTCAST's possession, but LIGHTCAST shall not be liable to you for any loss or damage to such property, however caused, if you fail to take possession of such property within twenty-one (21) days of being notified to do so by LIGHTCAST.

15. IN NO EVENT SHALL LIGHTCAST'S LIABILITY FOR ANY CLAIM WHATSOEVER EXCEED THE COST OF THE PRODUCTS AND/OR SERVICES GIVING RISE TO THE CLAIM, WHETHER BASED IN CONTRACT, WARRANTY, INDEMNITY OR TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE. IN NO EVENT SHALL LIGHTCAST BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUES, PROFITS OR OPPORTUNITIES), HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, WHETHER OR NOT LIGHTCAST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

16. All software is provided subject to the license agreement that is part of the software package. You agree to comply with the terms and conditions of such license agreement and all other proprietary restrictions that are affixed to, or provided with, any products. You shall defend, indemnify and hold harmless LIGHTCAST, its parent companies, subsidiary companies and companies under common control therewith, and its and their officers, directors, employees, agents, representatives, attorneys, subcontractors, vendors and suppliers, from and against any and all claims, damages, losses or expenses, including, without limitation, attorneys' fees, and amounts paid in settlements of claims or suits, which arise out of your failure to abide by such license agreements or other proprietary restrictions relating to such products.

17. You agree to comply with all applicable laws and regulations. You shall not in any form export, re-export, resell, ship or divert, or cause to be exported, re-exported, resold, shipped or diverted, directly or indirectly, any product or technical data to any country for which the United States Government or any foreign government, or any agency of the United States Government or any foreign government, at the time of export or re-export, requires an export license or other governmental approval without first obtaining such license or approval.

18. Except for your payment of the purchase price or fees, neither party shall be liable for any delay or failure to perform to the extent caused by fire, flood, explosion, war, riot, embargo, labor disputes,

compliance with any laws, regulations, orders, acts or requirements from the government, civil or military authorities, terrorist attacks, acts of God or the public enemy, or any act or event of any nature reasonably beyond such party's control.

19. No condoning, excusing or waiver by LIGHTCAST of any default, breach or nonobservance by you at any time with respect to any terms set forth herein shall operate as a waiver of LIGHTCAST's rights with respect to any continuing or subsequent default, breach or nonobservance, and no waiver shall be inferred from or implied by any failure to exercise any such rights.

20. Should any provision of this Agreement be declared by any court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall not be affected thereby, it being the intent of the parties that they would have executed the remaining portion without including any such part or portion which for any reason was declared invalid.

21. This Agreement shall be governed by and construed in accordance with the laws of the state of Alabama, excluding its conflict of laws provisions and excluding the United Nations Convention on the International Sale of Goods. The parties hereby submit to the exclusive jurisdiction and venue of the state and federal courts situate in Pell City, Alabama.

22. You and LIGHTCAST agree that this Agreement constitutes the complete and exclusive agreement regarding the subject matter of your order and supersedes any prior communications, representations or agreements of the parties and cannot be altered, amended, or modified except in writing executed by an authorized representative of each party.

23. Neither party may sell, assign or transfer its rights, duties or obligations under this Agreement without the prior written consent of the other party; provided, however, that LIGHTCAST may (i) assign its rights, duties and obligations hereunder to any parent company, subsidiary company or company under common control therewith, or to any successor in interest to all or substantially all of the business or assets of LIGHTCAST and (ii) subcontract the manufacture of products and/or performance of services, without your consent. To the extent that assignment is permitted, this Agreement shall inure to the benefit of and be binding upon each party and its permitted successors and assigns.