

CLEARANCE CENTER TERMS AND CONDITIONS

The following terms and conditions will apply in respect of the purchase and sale of products listed for sale through the Christie Clearance Center.

1. Purchase and Sale. The purchase order will be subject to acceptance or rejection by Christie. Upon acceptance of the purchase order by Christie, the purchaser and Christie will be in a binding agreement for the purchase and sale of the Products on the terms specified herein (the "Agreement").

2. Applicable Terms and Conditions. Nothing contained in any purchase order, sales confirmation or other document will modify the terms and conditions of this Agreement unless agreed to in writing by the purchaser and Christie.

3. Delivery and Risk of Loss.

3.1 Shipments of the Products will be made EXW Christie's facility in Cypress, California, USA or Kitchener, Ontario, Canada, Incoterms® 2010 depending on where the Product is located at the time of sale. All risk of loss of or damage to, the Products will pass to the purchaser when the Products are delivered by Christie to the carrier for shipment. Purchaser will pay all freight and insurance charges, all duties, value added, sales, use, excise or similar taxes, and any and all costs or charges incurred after delivery of the Products to the carrier for shipment.

3.2 Christie will not be liable in any respect for any loss or damage caused by any failure or delay in making delivery.

3.3 Notwithstanding delivery and the passing of risk in the Products, or any other provision of these conditions, the title to the Products shall not pass to the purchaser until Christie has received in cash or cleared funds representing payment in full of the price of the Products and all other goods agreed to be sold by Christie to the purchaser for which payment is then due.

4. Payment. Unless other credit terms are approved by Christie, the purchaser must pay the purchase price for the Products in full prior to shipment of the Products by Christie.

5. Product Quality and Specifications. The Products are either (i) end of life Products (meaning that the Products are being discontinued), (ii) refurbished Products which have been used as demonstration units or as temporary replacement or loaner units, or (iii) refurbished Products that have been returned to Christie under Christie's CDXchange dealer program. The specifications of the Products are those set out in Christie's catalogue in effect from time to time. Notwithstanding the foregoing, Christie reserves the right to make any changes in the specifications of the Products that are required to conform to any

applicable laws or that do not materially affect the quality or performance of the Products.

6. Final Sale. All sales are final and no Product may be returned, except for warranty returns under the limited warranty set forth in this Agreement.

7. Warranty.

7.1 Limited Warranty. Provided that the purchaser has paid to Christie all amounts owing to Christie in payment for the Products, the Products are warranted to purchaser under the limited warranty set forth in Schedule A attached to this Agreement.

7.2 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, CHRISTIE MAKES NO OTHER WARRANTIES WHATSOEVER TO PURCHASER, AND SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR USE OR PURPOSE OR NON-INFRINGEMENT.

8. Limitation of Liability. UNDER NO CIRCUMSTANCES WILL CHRISTIE BE LIABLE TO PURCHASER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST BUSINESS OR LOSS OF USE OF PRODUCTS, WHETHER OR NOT CHRISTIE IS ADVISED THAT SUCH DAMAGES WILL OR MAY OCCUR, AND WHETHER SUCH DAMAGES ARE CLAIMED BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THIS AGREEMENT OR THE SALE OF PRODUCTS TO PURCHASER MAY BE BROUGHT AGAINST CHRISTIE MORE THAN ONE YEAR AFTER THE DATE OF ACCRUAL OF THE CAUSE OF ACTION.

9. Infringement. Christie will indemnify purchaser and its officers, directors, shareholders, employees, agents, legal representatives, successors and assigns from and against any claim, damage, liability, loss, cost, expense, obligation, action or cause of action arising out of any actual or alleged infringement of any Products sold by Christie to purchaser on any patent, trademark or copyright of any third party,

provided that (a) purchaser gives Christie prompt written notice of any third party claim which is or may be covered under this indemnity, and (b) Christie is given full power and authority to defend or settle any such third party claim. purchaser may, by counsel of its own choosing and at its sole expense, participate in any legal proceeding or settlement relating to any matter as to which a claim is made by purchaser under this indemnity. In the event of any infringement of any Products on any patent, trademark or copyright of any third party, Christie will, at its sole option and expense, modify the infringing item to make it non-infringing, replace the infringing item with a non-infringing item with equal or better functionality, procure for purchaser the right to continue using the infringing item, or, if none of the above alternatives is commercially practical, refund the purchase price of the infringing item less depreciation computed on a three year straight-line basis. Christie will not have any liability under the foregoing indemnity for, and purchaser will indemnify Christie, its affiliates, and their respective officers, directors, shareholders, owners, employees, agents, legal representatives, successors and assigns from and against any claim, damage, liability, loss, cost, expense, obligation, action or cause of action arising out of (i) compliance with the purchaser's designs, specifications or instructions; (ii) a modification of any Product by a party other than Christie; (iii) the use of any Product in combination with any other product; or (iv) the use of any Product in any manner which infringes a method or process patent.

THE PROVISIONS OF THIS SECTION 9 ARE IN LIEU OF ALL OTHER EXPRESS, IMPLIED OR STATUTORY WARRANTIES AGAINST INFRINGEMENT AND WILL BE THE SOLE AND EXCLUSIVE REMEDY FOR INTELLECTUAL PROPERTY INFRINGEMENT OF ANY KIND. IN NO EVENT WILL CHRISTIE'S TOTAL LIABILITY FOR SUCH INFRINGEMENT EXCEED THE AGGREGATE SUM PAID BY PURCHASER FOR THE ALLEGEDLY INFRINGING PRODUCT.

10. Software.

10.1 Off-the-Shelf Software. Any third party, standard, off-the-shelf software included or installed in any Products is provided under the end user license agreement applicable to such software.

10.2 Other Software. The purchaser will not acquire any ownership interest in any software or firmware installed in any Products as of the time of sale of such Products to purchaser, or in any software or firmware update or upgrade made available by Christie for any Products after the time of sale of such Products to purchaser. The purchaser will be entitled to use such software or firmware, or any such software or firmware updates or upgrades, solely for purposes of, and in connection with, use of the Products.

11. Export Controls. Purchaser will comply with all applicable export control laws as in effect from time to time.

12. Force Majeure. If the performance of this Agreement or of any obligation hereunder by either party is prevented by reason of war, civil disturbance, terrorism, fire, flood, earthquake, typhoon or other natural disaster, strikes, labor disputes, governmental action, or any other act or condition whatsoever beyond the reasonable control of such party, such party will, except for payment obligations, be excused from performance for so long as such cause continues.

13. Termination.

13.1 Termination for Breach. Either party may terminate this Agreement by written notice to the other party in the event the other party materially breaches any of its obligations hereunder and fails to cure such breach within 30 days after the non-breaching party gives written notice of such breach to the breaching party.

13.2 Termination on Certain Events. Either party may terminate this Agreement with or without notice to the other party in the event the other party dissolves or ceases to transact business, or in the event a bankruptcy proceeding is commenced by or against the other party, a receiver is appointed for all or substantially all of the assets of the other party, or the other party admits in writing its inability to pay its debts as they fall due.

13.3. Effect of Termination. Upon the termination of this Agreement, all rights and duties of the parties under this Agreement will terminate except to the extent otherwise expressly provided in this Agreement. Purchaser expressly acknowledges and agrees that Christie may exercise its termination rights without incurring any obligation or liability to purchaser by reason of such termination.

13.4 Survival. Sections 8-12, 13.3, 13.4, and 14 and any accrued payment obligations or existing claims will survive any expiration or termination of this Agreement.

14. Miscellaneous.

14.1 No Assignment by Purchaser. Purchaser will not assign or transfer this Agreement, or any of its rights hereunder, or delegate any of its duties or obligations, under this Agreement, without the prior written consent of Christie. Any attempted assignment in violation of this Section 14.1 will be null and void.

14.3 Severability. Any provision of this Agreement which is held by any court to be unenforceable or invalid will be deemed severed from this Agreement, without affecting any other provision of this Agreement.

14.4 Headings. The headings in this Agreement are for reference purposes only and will not be considered in the interpretation of the provisions.

14.6 Cumulative Remedies. The rights and remedies of the parties hereunder are cumulative, and the exercise of any one right or remedy will not prejudice the exercise of any other right or remedy.

14.7 Waiver. No failure to exercise, and no delay in exercising, any right or remedy on any one occasion will limit or constitute the waiver of the exercise of any right or remedy on any other occasion. To be effective, any waiver must be in writing and signed by the party making the waiver. No waiver of any provision will constitute a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver.

14.8 Governing Law. This Agreement is governed, by the laws of the State of California, without regard to its conflict of law principles. Any claim arising out of or in connection with this Agreement will be brought in the federal or state

courts located in Orange County, State of California. The parties irrevocably submit to the jurisdiction of such courts for the purpose of such claim and expressly and irrevocably waive, to the fullest extent permitted by law, any objection it may now or hereafter have to the venue of any such claim in any such court and any claim that any claim has been brought in an inconvenient forum.

14.9 Entire Agreement. This Agreement constitutes the entire agreement between parties as to the subject matter hereof, and supersedes any other agreements, written or oral, related to such subject matter. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties other than as expressly set forth in this Agreement. No change or addition to any of the provisions hereof will be binding on the parties unless agreed to in writing by both parties.

Schedule A

LIMITED WARRANTY ON CLEARANCE CENTER PRODUCTS

Christie warrants to the purchaser that the Product will be free from defects in materials and workmanship for the applicable warranty period specified on the Product list issued by the Christie Clearance Center from time to time. The warranty period for a Product commences from the date of Christie's invoice for the Product to the purchaser and continues for the applicable warranty period.

This warranty does not cover:

- (a) Problems or damage occurring during shipment, in either direction.
- (b) Projector lamps (See Christie's separate lamp program policy).
- (c) Problems or damage caused by use of a projector lamp beyond the recommended lamp life, or use of a lamp other than a Christie lamp supplied by Christie or an authorized distributor of Christie lamps.
- (d) Problems or damage caused by combination of a Product with non-Christie equipment, such as distribution systems, cameras, DVD players, etc., or use of a Product with any non-Christie interface device.
- (e) Problems or damage caused by the use of any lamp, replacement part or component purchased or obtained from an unauthorized distributor of Christie lamps, replacement parts or components including, without limitation, any distributor offering Christie lamps, replacement parts or components through the internet (confirmation of authorized distributors may be obtained from Christie).
- (f) Problems or damage caused by misuse, improper power source, accident, fire, flood, lightening, earthquake or other natural disaster.
- (g) Problems or damage caused by improper installation/alignment, or by equipment modification, if by other than Christie service personnel or a Christie authorized repair service provider.
- (h) Problems or damage caused by use of a Product on a motion platform or other movable device where such Product has not been designed, modified or approved by Christie for such use.
- (i) Problems or damage caused by use of a projector in the presence of an oil-based fog machine or laser-based lighting that is unrelated to the projector.
- (j) For LCD projectors, the warranty period specified in the above table applies only where the LCD projector is in "normal use" which means the LCD projector is not used more than 8 hours a day, 5 days a week; provided, however, that there is no warranty coverage after 6000 hours of operation.

- (k) Except where the Product is designed for outdoor use, problems or damage caused by use of a Product outdoors unless (i) such Product is protected from precipitation or other adverse weather or environmental conditions and the ambient temperature is within the recommended ambient temperature set forth in the specifications for such Product and (ii) if the Product is an LCD flat panel, such LCD flat panel is not exposed to direct sunlight.
- (l) Image retention on LCD flat panels.
- (m) Defects caused by normal wear and tear or otherwise due to normal aging of a Product.

This warranty does not apply to any Product where the serial number has been removed or obliterated.

Failure to perform maintenance as required and in accordance with the maintenance schedule specified by Christie will void the warranty.

This warranty does not obligate Christie to provide any on site warranty service at the Product site location.

Christie will repair or replace defective Products without charge during the warranty period as follows:

- (i) Christie will repair or replace defective Products if the defective Products are shipped at the purchaser's expense to Christie's facility in Cypress, California, USA or Kitchener, Ontario, Canada, as Christie may direct, or
- (ii) Christie will
 - a. ship replacement parts to the site location of the defective Products or the location of a Christie authorized repair service provider, in which case the replaced defective parts must be returned to Christie at the purchaser's expense, and
 - b. reimburse for labor charges incurred to effect repairs by the Christie authorized repair service provider, at Christie's then standard rates, provided that the claim for such labor charges is submitted to Christie within 90 days after completion of the repair.

The warranty claim relating to the Product must be submitted directly to the Christie Clearance Center.

No Product or part may be returned without obtaining an RMA (return material authorization) number from Christie. To obtain an RMA number, an RMA Request Form must be submitted to Christie at the location where the warranty claim is submitted. Upon the issuance of an RMA number, Christie will specify the location to where the Product is to be returned. All returned Products must be properly packaged for shipment (in original packaging if possible). Static sensitive assemblies must be packaged within a static protective bag, and failure to do so will VOID the warranty as to those assemblies. Products returned with no fault found will be subject to an evaluation fee. Christie or, if applicable, the Christie authorized repair service provider will bear the cost of returning repaired Products or replacement Products to the purchaser, except that the purchaser will be responsible for payment of any applicable customs duties on any international shipment.

In making any repair under warranty, Christie and the Christie authorized repair service provider, if applicable, may use refurbished parts. Christie warrants replacement parts used in making warranty repairs for the longer of one (1) year or the remainder of the original warranty period. If a replacement Product is provided under this warranty, Christie warrants such replacement Product for the remainder of the original warranty period and the original warranty period is not extended.

This warranty may be supplemented or modified by other programs offered by Christie, if applicable, including Christie's extended warranty program and Christie's CDXchange program, or by express written agreement with Christie. This warranty does not apply to obsolete, refurbished or other Products offered for sale by Christie under special programs which specify shorter warranty periods or different warranty terms from those specified in this warranty.

EXCEPT AS OTHERWISE EXPRESSLY AGREED BY CHRISTIE IN WRITING, THIS WARRANTY APPLIES IN LIEU OF ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, AND CHRISTIE MAKES NO OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS, WRITTEN, ORAL OR STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OR CONDITION OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, ALL OF WHICH OTHER WARRANTIES OR CONDITIONS ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CHRISTIE WILL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOST REVENUES OR PROFITS, WHETHER OR NOT CHRISTIE HAS BEEN ADVISED THAT ANY SUCH DAMAGES MAY OCCUR.