



# CHRISTIE PURCHASE ORDER TERMS AND CONDITIONS

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## PURCHASE ORDER TERMS AND CONDITIONS

### 1. Definitions.

“Christie” means the company identified on the purchase order as the purchaser of the goods and may be any of Christie Digital Systems Canada Inc., Christie Digital Systems USA, Inc., Christie Digital Systems (Hong Kong) Limited, Christie Digital Systems (Shenzhen) Co., Ltd. or any of their affiliates and, in respect of such purchase order, means only that company.

“Christie Supply Coordinator” means the employee or other representative of Christie who has been designated by Christie to coordinate the purchase and delivery of the goods under the purchase order.

“goods” means the products identified on the purchase order.

“Supplier” means the supplier of the goods identified on the purchase order.

2. Purchase and Sale. The purchase order is subject to acceptance or rejection by Supplier within 2 business days after receipt of the purchase order. The acceptance from the Supplier must provide written acknowledgment of the purchase order and specify the shipping date(s) for the goods ordered. Christie reserves the right to cancel the purchase order if it is not acknowledged by Supplier within 5 business days after receipt. Upon acceptance of the purchase order by Supplier, Christie and Supplier will be in a binding agreement for the purchase and sale of the goods on the terms specified herein (the “Agreement”).
3. Applicable Terms and Conditions. Nothing contained in any purchase order, sales confirmation, Supplier quotation or other document will modify the terms and conditions of this Agreement unless agreed to in writing by both parties.
4. Cancellation of Purchase Orders. Christie may cancel the purchase order without any liability to the Supplier if the goods are not shipped within 30 days after the specified delivery date indicated on the purchase order.
5. Changes to Purchase Orders.
  - a. Christie may request changes to the purchase order. If such changes affect the cost of the goods, or the time required to satisfy the performance of this Agreement, an equitable adjustment in the price, or date of delivery, or both, will be made and the purchase order will be updated and the amended copy sent to the Supplier by Christie. Settlement for any scrap arising from such changes will be negotiated in good faith prior to issue of the amended purchase order.
  - b. No change to the purchase order by Supplier is permitted without the prior written consent of Christie.



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6. Forecasts. Forecasts may be sent to Supplier by Christie or any of its affiliates on a regular basis for planning and scheduling purposes reflecting anticipated demand for goods by Christie and its affiliates. Such forecasts are non-binding.
7. Delivery and Shipping Instructions.
- Unless otherwise specified on the purchase order, shipments of the goods will be made EXW Supplier's facility Incoterms® 2010 indicated on the purchase order. Prices include transportation to the point of shipment.
  - The delivery date indicated on the purchase order is the expected on-dock date at Christie (the "delivery date"). In order to meet the delivery date, Supplier will ensure the goods are at the point of shipment not later than commencement of the time period for the standard travel time indicated in the relevant table below prior to the delivery date, based on the Supplier's location (the "shipping date").

Shipments to Christie Digital Systems Canada Inc.:

Supplier Location	Standard Travel Time
Asia South (Malaysia, Singapore)	8 weeks
Asia North (China, Japan, Taiwan)	6 weeks
Europe	3 weeks
USA	1 week
Canada (outside Ontario)	3 days
Ontario, Canada	1 day

Shipments to Christie Digital Systems USA, Inc.:

Supplier Location	Standard Travel Time
Asia South (Malaysia, Singapore)	8 weeks
Asia North (China, Japan, Taiwan)	6 weeks
Europe	3 weeks
Canada	1 week
USA (outside California)	3 days
California, USA	1 day

Shipments to Christie Digital Systems (Hong Kong) Limited or Christie Digital Systems (Shenzhen) Co., Ltd.:

Supplier Location	Standard Travel Time
North America	6 weeks
Europe	6 weeks
Asia Pacific	3 weeks
Hong Kong or PRC	1 week



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Shipments to companies other than Christie Digital Systems Canada Inc., Christie Digital Systems USA, Inc., Christie Digital Systems (Hong Kong) Limited or Christie Digital Systems (Shenzhen) Co., Ltd. will adhere to the standard travel times set forth in the purchase order.

- c. Any deviation to the shipping date requested by the Supplier (either early or late) must be communicated to Christie a minimum of 7 business days prior to the shipping date required to meet the delivery date at Christie. These deviations may be accommodated, however Supplier must receive acceptance confirmation from Christie prior to implementing any such deviations.
- d. Unless otherwise requested by Christie in the purchase order or otherwise agreed by Christie, no shipment will be sent by air freight.
- e. If Christie requires that the goods be delivered earlier or later than the original delivery date specified in the purchase order, Supplier will use reasonable commercial efforts to accommodate such delivery schedule change..
- f. Supplier will adhere to purchase order quantities. Supplier will not ship any variance to the specified purchase order quantity without prior written authorization from Christie in advance of shipment. Christie reserves the right to refuse receipt of goods in excess of the purchase order quantities and return them to Supplier at the Supplier's expense.
- g. Shipping Instructions:
  - i. A packing slip bearing Christie purchase order number, Christie part number, quantity and country of origin must be included with all deliveries of goods. Each carton must be marked with the Christie purchase order number and Christie part number. If no packing slip accompanies a shipment, Christie's count will be conclusive and payment may be delayed.
  - ii. On the date of shipment, Supplier will send by e-mail:
    1. If the Supplier is located in the same country as Christie, the following documents to the attention of the Christie Supply Coordinator:
      - a. An Advanced Shipping Notification (ASN) including,
        - i. the PO number,
        - ii. part number(s) shipped,
        - iii. quantity of each part number shipped, and
        - iv. waybill or tracking number; and
      - b. 1 copy of the packing slip.



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2. If the Supplier is located in a different country than Christie, the following documents to the attention of the Christie Supply Coordinator AND to [intransit@christiedigital.com](mailto:intransit@christiedigital.com):
  - a. An Advanced Shipping Notification (ASN) including,
    - i. the PO number,
    - ii. part number(s) shipped,
    - iii. quantity of each part number shipped, and
    - iv. waybill or tracking number;
  - b. 1 copy of the packing slip;
  - c. 1 certified copy of applicable customs invoices with wood packaging declaration, if applicable; and
  - a. If applicable, 1 NAFTA Certificate 19 CFR 181.11, 181.22. The Country of Origin must appear on both of the packing slip and NAFTA Certificate.
- iii. Supplier will not insure or declare value on shipments beyond the shipping point.
- iv. Supplier will minimize Christie freight costs by consolidating shipments so as to be forwarded to Christie on the same day.
- v. Supplier will ensure that individual packages that exceed 35 pounds (15.9 kilograms) are shipped on a pallet. Any packages exceeding 75 pounds (34 kilograms) must not be sent by courier but must be shipped by a common carrier.

### 8. Packaging.

- a. All goods, wrappers, and containers must be packed, marked and labeled as required by applicable laws and regulations for the protection and safety of persons and property. Prices include all charges for packing and crating of shipment(s). Goods must be boxed, packed or crated so as to qualify for lowest freight or transportation rates, and to prevent damage to the goods during transit and in compliance with any applicable packaging specifications set forth in the purchase order. All electro static dissipative-sensitive ("ESD") material to be packaged in ESD safe protective material/containers.
- b. Recycling markings are required on all packaging, crating and pallets. The required recycling markings also apply to each internal packaging component such as dividers, plastic wrap, plastic bags, boxes and pre-cut foam pieces, as well as the exterior of packaging boxes, cartons, crates and pallets.
- c. While maximizing and standardizing the part count in each carton is encouraged, subject to the weight restrictions herein, each carton must contain only one part number. The packing of more than one part number in the same carton/container is prohibited.
- d. Any wood packaging material must be free of timber pests and properly marked to indicate that it has been either heat treated or treated with methyl bromide in accordance with ISPM 15.



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9. Invoices and Payment Terms. Unless otherwise agreed in writing, payment terms are net 60 days from the date of invoice and invoices may be sent at any time on or after the date of shipment of the goods.

10. Warranties and Covenants.

- a. Supplier warrants that all goods will conform to the specifications, drawings or other description furnished or adopted by Christie, will be free from liens or encumbrances on title, and will be of merchantable quality and free from defects in materials and workmanship for a period of 24 months from the date of shipment or for such other period as may be agreed.
- b. Supplier will not change the prints, specifications, support documentation or design of the goods without prior written consent of Christie.
- c. Upon any failure of any good to comply with such warranty, Supplier's sole obligations, and Christie's sole remedies, are as follows: promptly repair or replace such good and return it to Christie freight prepaid or issue credit for value of good. The warranty on any repaired or replaced good will be the balance of the term of the original warranty period or 6 months, whichever is greater, although any period in excess of the original warranty period will be applicable only to the repaired portion(s) of the good.
- d. In the event that 2% or more of any production batch of goods fails at Christie's site or in the field, Supplier will replace the entire production batch of such goods and will be liable for any and all expenses incurred by Christie as a result of recalling such goods including, without limitation, out-of-pocket expenses comprised of sorting stock and shipping expenses.
- e. Any repair charges for goods that are not covered under warranty must be approved by Christie and added to the return material order prior to commencement of the repair. Supplier will provide out of warranty repair service for all goods for a period of 3 years after expiry of the warranty set forth in Section 10a.
- f. Supplier further warrants that none of such goods will infringe upon any third party's intellectual or proprietary rights, including patents, trade names, trademarks, copyrights or trade secrets, other than goods manufactured by Supplier to conform to any specifications or intellectual property provided by Christie.
- g. Supplier further warrants that the goods will be compliant with any applicable requirements, obligations, standards, duties or responsibilities pursuant to any environmental, product composition and/or materials declaration laws, directives, or regulations, including international laws and treaties regarding such subject matter; and any regulations, interpretive guidance or enforcement policies related to any of the foregoing, including for example, but not limited to: Directive 2011/65/EU of the European Parliament and of the Council of 8 June 2011 on the restriction of the use of certain hazardous substances in electrical and electronic equipment ("RoHS") (including Deca-BDE requirements), Directive 2012/19/EU of the



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European Parliament and of the Council of 4 July 2012 on waste electrical and electronic equipment ("WEEE"), European Community regulation on the Registration, Evaluation, Authorization and Restriction of Chemical Substances ("REACH") EC 1907/2006, and European Union Member State implementations of the foregoing; the People's Republic of China (PRC) Management Methods for the Restriction of the Use of Hazardous Substances in Electrical and Electronic Products (电器电子产品有害物质限制使用管理办法) promulgated on January 21, 2016 (including any pre-market certification ("CCC mark") requirements thereunder and including relevant standards adopted by the PRC Ministry of Information Industry or other applicable PRC authority); PRC General Administration of Quality Supervision, Inspection and Quarantine's Circular 441 (2006); the California Electronic Waste Recycling Act of 2003; and/or successor or other similar legislation. Supplier will provide such assistance and documentation as will be reasonably necessary to enable Christie to comply with and such requirements with respect to the goods that are incorporated into Christie's products.

- h. Supplier further warrants that Supplier has in place policies and procedures that adequately preclude, or detect and remove, counterfeit parts from any goods. Supplier further warrants that it will provide Christie only with goods containing components that have been sourced from the original component manufacturer or the original component manufacturer's authorized distributor, unless Christie has previously authorized a different source.
- i. Upon Christie's request (the "CM Request"), Supplier will provide information (the "CM Disclosure") on any goods containing conflict minerals, which currently includes gold, tin, tungsten and tantalum, as defined in 77 FR 56273, 17 CFR 240, 249 and 249b, Section 13(p) of the U.S. Securities Exchange Act of 1934 and Section 1502 of the U.S. Dodd-Frank Wall Street Reform and Consumer Protection Act (collectively, "Conflict Minerals Regulations"). The CM Disclosure will be completed in the format of the CFSI Conflict Minerals Reporting Template at <http://www.conflictreesourcing.org/conflict-minerals-reporting-template> and be submitted to Christie no later than 10 business days from receipt of the CM Request. Supplier will promptly provide a written update of any change in or addition necessary to provide complete and accurate information in the CM Disclosure.
- j. Supplier will comply with Christie's supplier code of conduct related to Christie's commitment to the highest standards of corporate social responsibility and ethical business codes.
- k. These warranties will survive inspection, testing and acceptance of the goods by Christie, will inure to the benefit of Christie, its successors, assigns and customers, and are in addition to any other applicable warranties made by Supplier or implied by law.

## 11. Returned Goods.

- a. If Supplier requires Christie to obtain a Returned Materials Authorization number ("RMA") prior to returning any goods, Supplier will supply an RMA within 2 business days after request by Christie. All transit costs (both directions) for RMA returns by Christie to Supplier will be paid for by Supplier unless





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goods are returned by Christie and verified by Supplier as conforming and non-defective, in which case Christie will be responsible for all transit fees.

- b. Supplier will replace non-conforming or defective goods within 30 days (not including transit time) from receipt of returned goods. If a returned good is not replaced by Supplier within said 30 days, Christie will be entitled to a credit for or refund of the originally contracted purchase price. In case of dispute as to whether any goods are non-conforming or defective, or as to the cause of any non-conformity or defect, the parties will resolve such dispute by good faith discussion. Returned goods will be shipped on a return material order issued by Christie. Return shipments from Supplier must reference Christie's return material order number.
12. Manufacturing Inspections. Christie will be permitted to conduct manufacturing site inspections at the factory where the Products are manufactured provided that Christie will give Supplier not less than 4 weeks notice of intention to visit such site. Supplier will arrange for such visits and may accompany Christie during such visits if Supplier so chooses.
13. No Assignment or Subcontracting. The Supplier may not assign the purchase order or engage any other party as a subcontractor to fulfill all or any part of the purchase order without the prior written consent of Christie.
14. Taxes. All pricing is exclusive of any applicable taxes. Goods purchased by Christie Digital Systems (Hong Kong) Limited from suppliers in Hong Kong are not subject to any sales tax. All invoices from Canadian suppliers must show Supplier's registration number for goods and services tax or harmonized sales tax, as the case may be. Applicable taxes must be shown separately on invoices issued by all suppliers. Failure to do so may result in delays in payment.
15. Indemnity. Supplier will indemnify Christie, its affiliates, and their respective 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 breach by Supplier of its obligations under this Agreement or any negligent or willful misconduct of Supplier (each a "Claim") including, without limitation any Claim (a) relating to any bodily injury, death or property damage arising in whole or in part out of any defect in design, materials or workmanship in goods supplied by Supplier to Christie, or (b) arising out of actual or alleged infringement of any goods supplied by Supplier to Christie on any patent, trademark, copyright or other rights of any third party other than goods manufactured by Supplier to conform with any specifications or other intellectual property provided by Christie.
16. Insurance. Supplier will carry insurance sufficient to cover any liabilities and obligations described herein.
17. Customs. If the Supplier is located in a different country than Christie, the goods are purchased on the understanding that Supplier is familiar with, and Supplier's prices are in accordance with, the customs regulations of Christie's country. Supplier will reimburse Christie for any loss, fine or penalty imposed upon Christie for any failure to comply with or any infraction of said regulations on the part of Supplier.



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18. Termination. Christie will have the right to terminate this Agreement or any portion hereof or thereof at any time if Supplier fails to make delivery in accordance with the agreed delivery date or schedule or otherwise fails to observe and comply with any of the instructions, terms, conditions, or warranties applicable to this Agreement or in the event of any proceedings by or against Supplier under any bankruptcy or insolvency laws or the appointment of a receiver or trustee for all or substantially all of Supplier's assets or if Supplier makes an assignment for the benefit of creditors or if Supplier fails to provide adequate assurance of due performance.
19. Christie's Property. All materials, including tools, tooling drawings, jigs, fixtures or machinery, furnished or specifically paid for by Christie, if any, in respect of the goods are the property of Christie, will be subject to return at any time without cost upon demand by Christie, will be used only in filling orders from Christie, will be kept separate from other materials or tools, will be clearly identified as the property of Christie, and will be insured by Supplier with loss payable to Christie. Supplier will be liable for all loss or damage to such property (excepting normal wear and tear).
20. Legal Compliance (Anti-Trust; Anti-Corruption; Export Controls). Supplier will comply with all applicable laws and regulations in performing its duties under this Agreement and in any dealings with respect to Products. This includes but is not limited to compliance with (i) anti-trust and competition laws and regulations, (ii) anti-bribery and corruption laws and regulations, and (iii) export control laws and regulations. Without limiting the generality of the foregoing, Supplier acknowledges and confirms that it will not, directly or indirectly, offer, give or receive bribes or engage in corrupt actions in relation to the procurement or performance of this Agreement. For the purposes of the preceding sentence, "bribes or engage in corrupt actions" means paying, giving or offering or promising to give or pay any money or anything of value intended to obtain or retain an advantage, or any other action deemed to be corrupt under the applicable laws.
21. United States Federal Contract Compliance (if applicable). This Section 21 is applicable only if Supplier is located in the United States of America. Supplier acknowledges that Christie, as a subcontractor to the United States federal government, is subject to: (1) Executive Order 11246; (2) the Rehabilitation Act of 1973; (3) the Vietnam Era Veterans' Readjustment Assistance Act of 1974; (4) Executive Order 13465; (5) Executive Order 13496; and (6) the regulations, orders and rules issued under each of the above (collectively, the "OFCCP Requirements"). Accordingly, the OFCCP Requirements and the clauses listed below are hereby incorporated into this Agreement and Supplier agrees to furnish to Christie, upon request, information sufficient to demonstrate compliance with the OFCCP Requirements and the following clauses:
- The Equal Employment Opportunity Clause (41 C.F.R. Section 60-1.4), and 48 C.F.R. 52.222-26;
  - The Equal Opportunity Clause for Disabled Veterans, Recently Separated Veterans, Other Protected Veterans and Armed Forces Service Medal Veterans (41 C.F.R. Section 60-300.5), and 48 C.F.R. 52.222-35, 52.222-37, 52.222-38;
  - The Equal Opportunity Clause for Workers with Disabilities (41 C.F.R. Section 60-741.5), and 48 C.F.R. 52.222-36 which stipulates that (where the words "contractor" and "subcontractor" mean "Christie" and "Supplier", respectively):





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**This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.**

- d. Employment Eligibility Verification clause (48 C.F.R. 52.222-54); and
- e. Employee Rights Under the National Labor Relations Act Clause (48 C.F.R. 52.222-40).

22. Information.

- a. Designs, drawings, data, inventions and other technical information supplied by Christie will be held in confidence by Supplier. Such property will not be reproduced, used or disclosed to others by Supplier without Christie's prior written consent and will be returned to Christie on Supplier's completed performance of its obligations hereunder or upon demand by Christie.
- b. Any information which Supplier may disclose to Christie with respect to design, manufacture, sale or use of the goods will be deemed to have been disclosed as part of the consideration for the purchase of the goods and Supplier will not assert any claim against Christie by reason of Christie's use thereof.

23. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes and replaces all written or oral agreements in respect thereof.

24. Governing Law. This Agreement will be governed by the laws of the relevant jurisdiction indicated in the table below corresponding to the relevant company placing the purchase order. The UN Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

Company placing purchase order	Governing Law
Christie Digital Systems Canada Inc.	Ontario, Canada
Christie Digital Systems USA, Inc.	California, USA
Christie Digital Systems (Hong Kong) Limited	Hong Kong
Christie Digital Systems (Shenzhen) Co., Ltd.	Hong Kong
Other Christie entity	California, USA