

For the purposes of these terms and conditions the following expressions shall have the following meanings:

'Contract' shall mean any written contract signed by authorised signatories of both parties that is in existence covering the purchase and sale of the Items;

'Customer' shall mean the person(s), corporation or corporate entity specified on Reveal's quotation and/or the Order Acknowledgement;

'Items' shall mean the goods, services and software licenses offered for sale by Reveal to Customer at the prices shown on Reveal's quotation and subject to the Terms;

'Item-Specific Terms' shall mean the terms and conditions referenced in paragraph 11 below that are or may be specific to each of the Items as indicated by the contents of the 'T&Cs' column on Reveal's quotation and/or the Order Acknowledgement;

'Order' shall mean either a written acceptance by Customer of Reveal's quotation or a purchase order offer by Customer to purchase the Items which is accepted by Reveal in accordance with the Terms;

'Order Acknowledgement' shall mean a written order acknowledgement issued by Reveal upon acceptance of a purchase order issued by Customer to purchase any of the Items;

'Reveal' shall mean Reveal Media USA Inc., whose principal place of business is shown at the bottom of the front page of Reveal's quotation and/or the Order Acknowledgement;

'Terms' shall mean the terms and conditions contained or referenced in Reveal's quotation and/or the Order Acknowledgement;

- 1 The Terms shall govern the sale by Reveal to Customer of the Items. Customer is urged to read these Terms carefully to ensure it fully understands them before ordering any Items.
- 2 These Terms shall be deemed accepted by Customer upon the earlier of: (i) Customer's written acceptance of the Terms, by signing a quotation issued by Reveal or by other written instrument; (ii) Customer's issuance of a purchase order; or (iii) the passage of ten (10) days from the delivery of these Terms without written notice to Reveal that Customer does not accept.
- 3 Supplier's acceptance of any purchase order submitted by Customer is expressly and exclusively limited to, and conditional upon Customer's acceptance of, these Terms, notwithstanding any contrary provision contained in Customer's purchase orders, acknowledgements or other documents. Subject to paragraphs 5 and 8 below, to the extent that there is any inconsistency between these Terms and any other document issued by Reveal or Customer, these Terms will take priority. These Terms are incorporated into every Order between Customer and Reveal unless terminated or amended as provided herein.
- 4 An Order shall be accepted by Reveal only when Reveal ships the Goods or issues a written Order Acknowledgement. An Order, once submitted and accepted, may not be withdrawn, cancelled or amended without Reveal's prior written consent (which consent may be given subject to terms, including as to payment). A purchase order by Customer will be governed by these Terms but shall not be binding upon or accepted by Reveal until Reveal accepts such order pursuant to these Terms.
- 5 The terms and conditions of the Contract shall prevail to the extent they are inconsistent with the Terms.
- 6 Unless otherwise stated, all prices stated exclude value added taxes (VAT), sales taxes or local duties.
- 7 Unless otherwise agreed in writing or otherwise stated in the quotation, a quotation shall only be valid for a period of thirty days from its date of issue.
- 8 In the event of In the event of any conflict or inconsistency between any provision contained in any of the above-listed terms or agreements, the inconsistency shall be resolved by giving precedence in the following order: (i) the Contract (ii) the Order Acknowledgement; (iii) the documents referred to in paragraph 11 below in the order they are listed and (iv) the Order.
- 9 Subject to paragraph 5, these Terms (including the documents referred to in paragraph 11 below) together with the Order comprise the entire understanding between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. All other representations, warranties, conditions, terms and statements as regards the same, express or implied, statutory or otherwise are excluded, save where not capable of exclusion at law. All other representations, warranties, conditions, terms and statements as regards the same, express or implied, statutory or otherwise are excluded, save where not capable of exclusion at law.
- 10 Credit terms are subject to approval. Reveal may require that a deposit is paid before a purchase order is accepted. Reveal may waive or modify any such requirement before the purchase order has been accepted.
- 11 The following Item-Specific Terms shall apply:
 - P: This item(s) is or includes pre-release products. Quotations for pre-release products are indicative and therefore price, lead time and specification are subject to change. Any quotation for pre-release products may be withdrawn without notice or liability.
 - G: This item(s) is or includes tangible goods. All such goods are sold subject to Reveal's [Terms and Conditions of Sale for Goods](#) and the [Reveal Warranty](#).
 - L: This item(s) is or includes software licenses. Reveal DEMS is licensed according to the terms of the [DEMS End User License](#). Reveal Camera Manager is licensed according to the terms of the [Camera Manager End User License](#). Reveal Redactor is licensed according to the terms of the [Reveal Redactor End User License](#).
 - H: This item(s) is or includes a DEMS 360 Cloud subscription service and is subject to the [DEMS 360 Cloud Service General Terms and Conditions](#).
 - S: All hardware and software support service shall be provided subject to [Reveal's Support Terms & Conditions](#). All software products include twelve months Software Support Service as standard.