

Maxtron* Price List - Effective MAR-2-2012 thru DEC-31-2012

Model	Description	MSRP
TG-5000	Low cost RP-219 HD Gen	\$595.00
TG-5000B	Low cost RP-219 HD Gen & w/ Internal L-ion battery pack	\$735.00
TG-5000A	Low cost RP-219 HD Gen w/Voice	\$660.00
TG-5000AB	Low cost RP-219 HD Gen w/Voice & w/ Internal L-ion battery pack	\$795.00
TG-5100	Full-feature HD Gen w/Voice	\$895.00
TG-5100B	Full-feature HD Gen w/Voice & w/ Internal L-ion battery pack	\$1035.00
TG-5120	Full-feature SD/HD Gen w/Voice	\$995.00
TG-5120B	Full-feature SD/HD Gen w/Voice & w/ Internal L-ion battery pack	\$1135.00
RC-5400	HD/SDI Re-clocker DA w/bypass	\$695.00
PS-1512	Replacement AC Adapter /Charger for: TG-5000(A,B,AB), TG-5100(B), TG-5120(B), RC-5400 Ultra mini size, 5VDC, 1A, 90-264VAC INP, DC PLUG: EIAJ-2 (1.7 x 4.0mm), AC PLUG: North American 2 prong	\$24.60
PS-1520	DC/DC Adapter for products shown in PS-1512 Wide range transient protected input 7-28VDC, 60" pigtail leads Output 5VDC cord w/ plug: EIAJ-2 (1.7 x 4.0mm) 6", size: 1.5 x 1 x 0.7"	\$88.00

Note: All products include appropriate power supplies with regulatory approvals.

*Maxtron is a registered trade name of Integrated Controls, Inc, 2851 21st Street, San Francisco, CA 94110 See: www.maxtronproducts.com

Standard Terms and Conditions of Sale

Integrated Controls, Inc aka Maxtron Video Products herein called "ICI/Maxtron".

1. SCOPE

The Terms and Conditions ("Terms") contained herein shall apply to all quotations and offers made by and purchase orders accepted by ICI/Maxtron. These Terms apply to all sales made by ICI/Maxtron except to the extent the Terms conflict with a Sales Agreement signed by ICI/Maxtron and Buyer. These Terms apply in lieu of any course of dealing between the parties or usage of trade in the industry. These Terms may in some instances conflict with some of the terms and conditions affixed to the purchase order or other procurement document issued by the Buyer. In such case, the Terms contained herein shall govern, and acceptance of Buyer's order is conditioned upon Buyer's acceptance of the terms and conditions herein, irrespective of whether the Buyer accepts these conditions by a written acknowledgement, by implication, or acceptance and payment of products ordered hereunder. ICI/Maxtron's failure to object to provisions contained in any communication from Buyer shall not be deemed a waiver of the provisions herein. Any changes in the Terms contained herein must specifically be agreed to in writing signed by an officer of ICI/Maxtron before becoming binding on either party.

2. PRICE, TAXES AND QUOTATIONS

Prices are subject to change on thirty days notice to Buyer. Any order that can be cancelled and rescheduled pursuant to paragraph 6(a) is subject to a price change immediately. All prices are exclusive of any present or future sales, revenue or excise tax, value added tax, turnover tax, import duty (including brokerage fees) or other tax applicable to the manufacture or sale of any product. Such taxes, when applicable, shall be paid by Buyer unless Buyer provides a proper tax exemption certificate. Unless otherwise agreed to in writing by the parties, prices quoted by ICI/Maxtron are those current at the date of quotation and shall be subject to variation by ICI/Maxtron.

3. DELIVERY

Unless otherwise agreed in writing, sales are FOB point of Origin, San Francisco, CA. ICI/Maxtron may deliver products in one or more consignment and invoice each consignment separately. ICI/Maxtron reserves the right to ship product that is not subject to cancellation in advance of the agreed shipping date. Unless otherwise agreed in writing, delivery time is not of the essence. Except as specified in 6(b), ICI/Maxtron does not accept liability for any loss arising from delay in delivery of products.

4. PAYMENT TERMS

Unless otherwise agreed in writing, Payment terms shall be net thirty (30) days from the date of invoice. Buyer agrees to pay interest on any unpaid balance at a rate of five percentage points above the annual Federal Funds rate as specified in the Wall Street Journal on the day the balance becomes due. Unless otherwise agreed in writing, all payments are to be in United States dollars. For contracts in Europe, ICI/Maxtron may require payment to be secured by an irrevocable letter of credit or a bank guarantee acceptable to ICI/Maxtron. Where payment is made by letter of credit, all costs of collection shall be for Buyer's account. In the event that ICI/Maxtron is required to bring legal action to collect delinquent accounts, Buyer agrees to pay reasonable attorneys fees and costs of suit.

5. NON-CONFORMING DELIVERY AND RISK OF LOSS

Buyer shall notify ICI/Maxtron of any visible defects, quantity shortages or incorrect product shipments within seven (7) days of receipt of the shipment. Failure to notify ICI/Maxtron in writing of any visible defects in the products or of quantity shortages or incorrect shipments within such period shall be deemed an unqualified waiver of any rights to return products on the basis of visible defects, shortages or incorrect shipments, subject to Buyer's rights under Section 7. Seller shall retain a security interest in the products until Buyer's final payment to ICI/Maxtron for the products. Risk of loss and title shall pass to Buyer as soon as the products have been placed with a transport agent.

6. ORDER CANCELLATION

(a) Buyers Cancellation for Convenience: Buyer may cancel any order for convenience on the following terms: (i) For standard products, Buyer may cancel or reschedule a product without penalty if the cancellation is more than thirty (30) days from the Confirmed Shipping Date (as specified in ICI/Maxtron's Order Acknowledgement or other document); cancellations within 30 days of a Confirmed Shipping Date must be approved in writing by a ICI/Maxtron sales manager and may be subject to special charges (ii) For nonstandard products, custom products, or standard products with minimum purchase requirements, Buyer may cancel or reschedule more than ninety (90) days from the Confirmed Shipping Date, except that Buyer shall accept delivery of all such products which are completed at the time of cancellation or rescheduling. Those nonstandard products which are in the work-in-process inventory at the time of cancellation or rescheduling shall be paid for by Buyer at a price equal to the completed percentage of the product multiplied by the price of the finished product. Buyer also shall pay promptly to ICI/Maxtron the costs of settling and paying claims arising out of the termination of work under ICI/Maxtron's subcontracts or vendors and any accounting, legal, and clerical costs arising out of the cancellation.

(b) Buyers Cancellation for Default: Upon written notice to ICI/Maxtron, any order may be canceled in whole or in part in accordance with the terms hereof, because of ICI/Maxtron's failure to deliver products by the Confirmed Shipping Date (this failure hereinafter called "Default"). Cancellation by Buyer for ICI/Maxtron's Default, which may entitle Buyer to procurement costs, shall be effective only upon ICI/Maxtron's failure to correct such Default within a reasonable period of time, but not less than thirty (30) days after receipt by ICI/Maxtron of written notice of such Default. Upon cancellation, Buyer, as its sole remedy, may recover from ICI/Maxtron as damages the difference between cost of procurement from another source (cover) and the contract price, less expenses saved as a consequence of ICI/Maxtron's breach. In no event shall these damages exceed ten percent (10%) of ICI/Maxtron's product price multiplied by the number of products unconditionally (not subject to cancellation under 6(a)) ordered by Buyer which remain unshipped at the time of cancellation.

(c) ICI/Maxtron's Cancellation: ICI/Maxtron shall have the right to cancel any unfilled order without notice to Buyer in the event that Buyer becomes insolvent, adjudicated bankrupt, petitions for or consents to any relief under any bankruptcy reorganization statute, or becomes unable to meet its financial obligations in the normal course of business. Any order that can be cancelled or rescheduled by Buyer pursuant to paragraph 6(a) may be cancelled or rescheduled by ICI/Maxtron if notice is given to Buyer.

7. LIMITED WARRANTY

All ICI/Maxtron products purchased new from ICI/Maxtron Directly or an authorized reseller are warranted, subject to limitations and exceptions defined herein, against defects in materials and workmanship for a period of two years from the date of shipment from the factory. During this two-year period, ICI/Maxtron will repair or replace any covered component or system found to be defective at no charge to the purchaser except freight costs to and from the repair facility. This warranty does not apply to equipment which in the judgment of ICI/Maxtron has been subjected to misuse, accidental or intentional damage, or has been installed in a manner or under conditions other than those expected in a normal television studio application. This warranty is also void if the equipment has been modified (unless such modification has been expressly approved in writing by ICI/Maxtron) or where the serial number has been removed, defaced or changed. Exceptions to this warranty are: batteries, products or assemblies, including applicable software, sold by ICI/Maxtron but manufactured by others where warranty coverage, if any, is that of the manufacturer; component parts that have been discontinued by their manufacturer(s) or are no longer available through normal distribution channels. Warranty on ICI/Maxtron software and custom-designed hardware shall be limited to two years from the date of shipment. Notwithstanding the above limitations, ICI/Maxtron may, at its sole discretion, extend warranty coverage on any software or hardware item beyond these stated limits on a case-by-case basis. This warranty is in lieu of all others expressed or implied, and no representative or person other than a corporate officer of ICI/Maxtron is authorized to assume any liability other than that expressed herein on behalf of ICI/Maxtron.

Defective products or components should only be returned to the ICI/Maxtron repair facility after receiving a Return Authorization and shipping instructions.

8. LIMITED LIABILITY

Neither ICI/Maxtron nor Buyer shall be liable for incidental or consequential damages, including but not limited to, the cost of labor, requalification's, rework charges, delay, lost profits, or loss of goodwill arising out of the sale, installation or use of any ICI/Maxtron product. If ICI/Maxtron has any liability for breach of contract, breach of any implied condition, warranty or representation, the aggregate liability of ICI/Maxtron to Buyer shall be limited in respect of any occurrence or series of occurrences to the contractual value of the products or services that are the subject of the contract.

9. CONFIDENTIAL INFORMATION

Except as required by law, neither party shall use (except for purposes connected with the performance of its obligations hereunder), divulge or communicate to any third party any information of the other it reasonably knows to be confidential.

10. FORCE MAJEURE

ICI/Maxtron shall not be liable for any damage or penalty for delay in delivery or for failure to give notice of delay when such delay is due to the elements, acts of God, acts of the Buyer, act of civil or military authority, war, riots, concerted labor action, shortages of materials, or any other causes beyond the reasonable control of ICI/Maxtron. The anticipated delivery date shall be deemed extended for a period of time equal to the time lost due to any delay excusable under this provision.

11. EXPORT REGULATIONS

Buyer agrees to comply fully with all laws and regulations concerning the purchase and sale of products. In particular, Buyer agrees to comply with the Export Administration Regulations of the United States in so far as they apply to the sale of products. The products are licensed by the United States for delivery to the ultimate destination as shown on the shipment/invoice address and any contrary diversion is prohibited.