

## GENERAL TERMS AND CONDITIONS OF SALE AND SUPPLY

### 1. INTERPRETATION.

1.1 In these Conditions, the following definitions apply:

**AI:** For Customers located outside of North or South America, AI shall mean Advanced Innovations Limited, registered in the Irish Companies Registration Office under Company number 373605, with its registered office at Block 2, International Science Centre, Plassey Technology Park, Co. Limerick, Ireland. For Customers located in North and South America, AI shall mean Advanced Innovations USA, L.L.C., a limited liability company duly organized and existing under the laws of the State of Alabama, the United States of America, having a place of business at 8004 Charlotte Drive, Suite 2, Huntsville, Alabama 35802.

**AI Equipment:** any equipment, including tools, systems, cabling or facilities, provided by AI, its subcontractors, agents or affiliates and used directly or indirectly in the sale of Goods and/or supply of Services which are not the subject of a separate agreement between the parties under which title passes to the Customer.

**AI Partners:** all designers, design service providers, subcontractors and other Services providers, necessary or desirable in AI reasonable opinion to develop the Goods and Deliverables.

**Business Day:** a day (other than a Saturday, Sunday or public holiday) when clearing banks in Ireland are open for business.

**Component:** any raw materials ordered or purchased by AI based on an Order.

**Conditions:** terms and conditions set out in this document as amended from time-to-time in accordance with Condition 18.

**Customer:** the person, firm or company who purchases Goods or Services from AI.

**Customer Engineering Specification:** the specification for Deliverables as agreed between the parties together with any revisions, supplements or modifications to it as may be agreed between AI and the Customer.

**Customer's Equipment:** any equipment, systems, cabling or facilities provided by the Customer and used directly or indirectly in the supply of Services.

**Deliverables:** all Documents, products and materials developed by AI, its agents, subcontractors, consultants or employees in relation to the Goods or Services provided to the Customer in any form, including computer programs, data, reports and specifications (including drafts).

**Designer:** a Designer engaged by AI.

**Document:** includes, without limitation, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.

**Force Majeure Event:** has the meaning given in Condition 10.

**Goods:** the goods (or any part of them) set out in an Order.

**In-put Material:** all Documents, information and materials provided by the Customer relating to the Goods or Services including (without limitation), computer programs, data, reports and specifications (including drafts).

**Intellectual Property:** patents, inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, licence rights under the intellectual property rights of third parties, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

**Manufacturer:** a Manufacturer engaged by AI.

**New Customer IP:** all Intellectual Property created by Customer in the course of AI's performance of Services under these Conditions (i) unique to Customer's Goods and Deliverables, and (ii) the development of which Customer has contracted for and paid in full in accordance with the terms of these Conditions.

**NRE Charges:** chargeable costs associated with setup, tooling, or non-recurring engineering activities.

**Order:** the Customer's order for the Goods, Deliverables, or Services as set out in the Customer's purchase order form or in the Customer's written acceptance of AI Product Quotation as the case may be.

**Partners:** those Manufacturers, Designers, and other service providers necessary or desirable in AI's reasonable opinion to complete and deliver the Services, Deliverables, and Goods, as applicable.

**Pre-existing Materials:** all Documents, information and materials provided by AI relating to the Goods or Services which existed prior to the placement of the Order including computer programs, data, reports and specifications.

**Product Quotation:** AI's proposed listing of Goods, Services, and/or Deliverables and pricing for same for review and acceptance by Customer.

**Services:** those Services provided, or to be provided to the Customer by AI.

**Specification:** any specification for the Goods or Services, including any related plans and drawings, supplied to AI by the Customer, or produced by AI and agreed in writing by the Customer.

**VAT:** value added tax chargeable under Irish law for the time being and any similar additional tax. A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

**Warranty Period:** twelve (12) months from the date of delivery of the Goods.

**Writing:** A reference to writing or written includes faxes or by e-mail provided that a copy is also sent by ordinary pre-paid post/mail.

A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

## 2. APPLICATION OF CONDITIONS.

2.1 These Conditions constitute the only conditions on which AI is willing to supply Goods and Services to the Customer. Save as otherwise expressly agreed in writing by the parties hereto, these Conditions shall prevail over any terms and conditions that the Customer purports to apply under any document issued by the Customer or any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2 Each Order shall be deemed to be an offer by the Customer to purchase Goods or Services in accordance with these Conditions, which is subject to acceptance by AI. Following such acceptance and except as otherwise described in these Conditions, no Order may be cancelled without the consent of AI to be given in its absolute discretion and subject to conditions as it thinks fit.

## 3. AI OBLIGATIONS.

AI shall use reasonable endeavours to manage or provide the Services or deliver the Deliverables or supply the Goods to the Customer.

## 4. CUSTOMER'S OBLIGATIONS.

4.1 The Customer shall: (a) co-operate with AI in all matters relating to the Goods or Services; (b) provide to AI in a timely manner, such In-put Material, Specifications, and Customer Engineering Specifications, and other information as AI may reasonably require and ensure that it is accurate in all material respects; (c) ensure that all Customer's Equipment is in good working order and suitable for the purposes for which it is used in relation to the Goods or Services and conforms to all relevant Irish Legislation; (d) arrange, obtain and keep current any necessary licences/consents/compliance with all relevant legislation applicable in relation to the following: (i) the Services provided to the Customer, (ii) the installation of AI Equipment, (iii) the use of In-put Material, Specifications, and Customer Engineering Specifications, or (iv) the use of the Customer's Equipment in conjunction with AI Equipment (insofar as such licences, consents and legislation relate to the Customer's business, premises, staff and equipment), in advance of the commencement of the delivery of Goods or provision of the Services by AI; (e) The Customer shall in a timely fashion provide to AI design requirements; Customer Engineering Specifications and any other information regarding the Deliverables which AI may reasonably require in order to enable AI to develop the Deliverables efficiently and in a timely manner, engage and contract with AI Partners and comply with AI obligations under the Order. Unless mutually agreed, the Customer shall not without AI's approval, give direction to or in any way modify instructions given by AI to Partners engaged or contracted by AI to assist in the performance or fulfilment of the Orders. In the event that such mutually agreed-upon communication to such Partners occurs, the Customer agrees to inform and keep AI informed of any such communication, and its contents.

4.2 If AI's performance of its obligations is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, AI shall not be liable for any costs, charges or losses sustained or incurred by the Customer arising directly or indirectly from such prevention or delay.

4.3 The Customer shall indemnify, defend, hold harmless, and be liable to pay to AI on demand, all reasonable costs, charges or losses sustained or incurred by AI (including, without limitation, any direct, indirect or consequential losses, attorneys' fees, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from the Customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under these Conditions, subject to AI confirming such costs, charges and losses to the Customer in writing.

## **5. DELIVERY OF GOODS**

5.1 AI shall ensure that: (a) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, all relevant Customer and AI reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and (b) Upon delivery to the designated carrier for shipment to the Customer, risk of loss shall pass to Customer. Shipments from Manufacturer's facility shall be Ex Works (Incoterms 2000) Manufacturer's facility of manufacture. Customer shall be responsible for securing all export and/or import licenses, as required by applicable law, to export and/or import the Goods, and shall indemnify AI-Indemnified Parties for Customer's violation of any export and/or import laws of any applicable jurisdiction. Upon AI's request, the Customer shall provide AI with the necessary export and/or import licenses prior to AI shipment of any Goods under these Conditions.

5.2 AI shall not be liable for any delay/failure in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide AI with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

5.3 If AI fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. If the Customer fails to take or accept delivery of the Goods within five (5) Business Days of AI notifying the Customer that the Goods are available, then, except where such failure or delay is caused by a Force Majeure Event or AI's failure to comply with its obligations under these Conditions: (a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the fifth Business Day following the day on which the AI notified the Customer that the Goods were ready; and (b) AI shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

5.4 If ten (10) Business Days elapse after AI has notified the Customer that the Goods were ready for delivery and the Customer has not taken or accepted delivery of them, and where AI does not agree with the Customer to a re-scheduled delivery date, AI may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.

5.5 The Customer shall not be entitled to reject the Goods if AI delivers up to and including 5% more or less than the quantity of Goods ordered, but a pro rata adjustment shall be made to the Order invoice on receipt of notice from the Customer that the incorrect quantity of Goods was delivered.

5.6 If agreed between the parties AI may deliver the Goods in batches, which shall be invoiced and paid for separately. Each delivery shall constitute a separate contract. Any delay in delivery or defect in a delivery shall not entitle the Customer to cancel any other delivery. Where original Order calls for Goods to be delivered on multiple purchase delivery dates then each delivery date is treated as a separate contract.

## **6. WARRANTY.**

6.1 AI warrants that for the Warranty Period, the Goods shall: (a) conform in all material respects with any applicable Specification; (b) be free from material defects in workmanship; and, (c) for Goods to be used in Ireland, be of satisfactory quality (within the meaning of the Sale of Goods Act and Supply of Services Act 1980). For the purpose of this section, "workmanship" shall mean to manufacture in accordance with the workmanship standards set forth in the Specifications, or if the Specifications are silent with respect to workmanship standards, then workmanship shall mean to manufacture in accordance with IPC-A-610, Class 2.

6.2 AI also warrants that the Deliverables (i) will be tested by AI and (ii) shall conform in all material respects to the requirements of the applicable Specifications and/or Customer Engineering Specifications. Any remedy available to Customer under this paragraph as a result of a breach of this Deliverables warranty by AI shall be sought by Customer within a period of ninety (90) days of the date of delivery of the affected Deliverable, failing which Customer's rights under this Deliverables warranty shall become null and void. In the event of a non-conforming Deliverable during the applicable ninety (90) day period, AI will, at its option, either (A) correct the defect or non-conformance or (B) refund or credit to Customer the fee related to the nonconforming Deliverable. Notwithstanding the foregoing, the Deliverables warranty as discussed in this paragraph does not extend to any Intellectual Property provided by Customer and incorporated into the Deliverables.

6.3 AI warrants that the Services will be provided with due skill, care and diligence.

6.4 Subject to Condition 6.4 if: (a) the Customer gives notice in writing to AI during the Warranty Period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in Condition 6.1; and (b) AI is given a reasonable opportunity of examining

such Goods; and (c) the Customer if asked to do so by AI, returns such Goods to the Supplier's place of business at the Customer's cost, AI shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full. Such repair, replacement, or credit shall be the sole remedy for any breach by AI the warranty terms in these Conditions.

6.5 AI shall not be liable for failure to comply with the Goods or Deliverables warranties set out in Condition 6.1 if: (a) the defect or non-conformance arises because the Customer failed to follow AI oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or known good trade practices; or (b) the defect in Goods arises as a result of AI following any drawing, design or Specification, or use of Input Materials supplied by the Customer; or (c) the Customer alters or repairs such Goods or Deliverables without the written consent of AI; or (d) the defect or non-conformance arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions, or from accident, disaster, neglect, abuse, misuse, improper handling, testing, storage or installation including improper handling in accordance with static sensitive electronic device handling requirements.

6.6 Notification of queries and/or complaints with regard to the Services provided by AI must be notified to us in writing within ten (10) days of the problem arising, or within ten (10) days of completion of the Services, whichever is the earlier.

6.7 Except as provided in this Condition 6, AI shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in Condition 6.1. For any repaired or replacement Goods supplied by AI pursuant to the warranty in Condition 6.1, AI shall continue to warrant such Goods for the balance of the original Warranty Period for the Goods, or ninety (90) days, whichever is longer.

## **7. LIMITATION OF LIABILITY.**

**7.1 SAVE AS SET OUT IN CONDITION 6, AI MAKES AND THE CUSTOMER RECEIVES, NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED FROM ANY PARTY RELATED TO THE GOODS, SERVICES, OR DELIVERABLES. ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, AND ALL IMPLIED WARRANTIES OF TITLE FOR ANY CONSIGNED OR CUSTOMER SUPPLIED MATERIALS ARE EXPRESSLY DISCLAIMED AND EXCLUDED HEREFROM. AI FURTHER MAKES NO WARRANTY THAT THE GOODS, SERVICES, AND DELIVERABLES WILL MEET ANY SPECIFICATIONS NOT MADE KNOWN TO AND/OR EXPRESSLY AGREED TO BY AI.** Nothing

in these Conditions excludes or limits the liability of AI for death or personal injury caused by AI's negligence or fraudulent misrepresentation nor shall they operate to exclude or limit any statutory rights which cannot be legally excluded or limited.

**Subject to Condition 6.1 to the fullest extent allowable by law AI shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit or indirect or consequential loss or special, incidental or punitive loss or damage arising under or in connection with these Conditions (including any losses that may result from a deliberate breach of these Conditions by AI, its employees, agents or subcontractors).**

7.2 AI aggregate financial liability for breach (or a series of related breaches) of these conditions in relation to the Goods or Services whether in contract, tort or otherwise, shall be limited to the sum of AI invoices paid by the Customer under the Orders.

**7.3 Subject to Conditions 7.1 and 7.2, AI shall not be liable for: (a) loss of profits; or (b) loss of business; or (c) depletion of goodwill and/or similar losses; or (d) loss of anticipated savings; or (e) loss of goods; or (f) loss of contract; or (g) loss of use; or (h) loss of corruption of data or information; or (i) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.**

## **8. RISK.**

8.1 Title to the Goods shall not pass to the Customer until AI has received payment in full (in cash or cleared funds) for: (a) the Goods; and (b) all other sums which are or which become due to AI for sales of the Goods to the Customer.

8.2 Until title to the Goods has passed to the Customer, the Customer shall: (a) hold the Goods on a fiduciary basis as the Supplier's bailee; (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods; (c) maintain the Goods in satisfactory Condition and keep them insured against all risks for their full price from the date of delivery; (d) notify AI immediately if it becomes subject to any of the events listed in Condition 15; and (e) give AI such information relating to the Goods as AI may require from time to time, but the Customer may resell or use the Goods in the ordinary course of its business.

8.3 If before title to the Goods passes to the Customer, the Customer becomes subject to any of the events listed in Condition 15 or AI reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided that the Goods have not been resold or irrevocably incorporated into another product, and without limiting any other right or remedy

that Advanced Innovations may have, AI may at any time require the Customer to return the Goods to AI and, if the Customer fails to do so promptly, AI may obtain legal authority to enter any premises of the Customer or of any third party where the Goods are stored, to recover them.

#### **9. PRICE AND PAYMENT.**

9.1 In consideration of the provision of the Goods or Services, the Customer will pay AI the charges outlined in AI Product Quotation as accepted by the Customer, or in any Order accepted by AI. All charges contained in Product Quotations or Orders are subject to revision as agreed between the parties.

9.2 Prices on the Product Quotation or Orders do not include the following: (a) Freight, export, and/or import licensing of the Goods, or payment of broker's fees, duties, tariffs, or other similar charges; any such charges shall be separately stated and invoiced to the Customer; (b) Taxes or charges (other than those based on net income of AI) imposed by any taxing authority upon the manufacture, sale, shipment, storage, "value add," or use of the Goods or Services which AI is obligated to pay or collect; any such taxes or charges shall be separately stated and invoiced to the Customer; (c) The cost of compliance with any environmental legislation which relates to the return of end-of-life Goods from Customer to AI for disposal; if AI is required to comply with such environmental legislation, AI shall be compensated for reasonable costs incurred, chargeable on a monthly basis; (d) NRE Charges, which shall be separately stated and invoiced; provided, however, that upon mutual agreement, AI will amortize NRE Charges over a period of time to be mutually agreed upon by the parties in writing or in default of agreement as AI shall in its sole discretion decide; or (e) Expedited fees or premiums charged by suppliers of Components resulting from Customer's requested changes to the Goods or Services as agreed between the parties.

9.3 The price of the Goods is exclusive of amounts in respect of VAT. The Customer shall, on receipt of a valid VAT invoice from AI, pay to AI such additional amounts in respect of VAT as are chargeable on the supply of the Goods or the provision of Services. In the event AI is unable to purchase Components at the prices set forth in the agreed upon bill of material ("BOM"), including but not limited to, those Component prices furnished to AI by Customer or represented to AI by Customer that AI shall be able to purchase the Components at such prices, that is used by AI to prepare a Product Quotation that is accepted by Customer, AI shall be permitted to increase its Prices or pricing model for the affected Goods in proportion to the increase in the cost of the Component(s).

9.4 Either party may reopen the subject of Goods pricing in response to changes in market conditions.

#### **10. FORCE MAJEURE.**

Neither party to these Conditions shall be liable for its failure to perform any of its obligations hereunder during any period in which such performance is delayed or prevented by fire, flood, earthquake, other natural disaster, war, embargo, riot, the intervention of any government authority, act of terrorism or sedition, or any other event or occurrence beyond its reasonable control, provided that the party that is unable to perform immediately notifies the other party of such inability. If, however, a party's performance is delayed or prevented as a result of any of the foregoing situations for a period of thirty (30) days or more from the date of such notification, then the other party may terminate these Conditions.

#### **11. NOTICES.**

(a) Any notice or other communication given to a party under or in connection with these Conditions shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this condition, and shall be delivered either (a) personally, (b) sent by ordinary pre-paid post, (c) recorded delivery, (d) commercial courier, or (e) fax or e-mail provided that a copy is also sent by ordinary pre-paid post.

(b) A notice or other communication shall be deemed to have been received: if delivered personally, when delivered to the address referred to in Condition 11(a); if sent by ordinary, pre-paid post/mail or recorded delivery, at 9.00 am on the second Business Day after posting/ mailing; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission unless sent after normal office hours in the place of receipt in which case it shall be deemed to have been received on the next business day in the place of receipt (provided that a copy has also been sent by post/mail as set out in Condition 11 (a)).

#### **12. INTELLECTUAL PROPERTY RIGHTS.**

12.1 All existing Intellectual Property owned by or licensed to AI and its Partners will continue to be owned by or licensed to AI and its Partners, respectively and, accordingly, AI will use and disclose only such Intellectual Property owned by or licensed to AI as may be necessary for AI to perform its obligations under these Conditions. With respect to any Intellectual Property licensed to AI by third parties, AI warrants that such license is in good standing and includes all necessary rights to permit AI to perform its obligations under these Conditions. For any New Customer IP, Customer, in its sole discretion and at its own cost and expense, may apply for, prosecute, and obtain all rights, grants, registrations, orders, or proprietary

interests of any nature, including, without limitation, patents, copyrights, industrial design and trademark and service mark registrations, and any other registration or grants of rights that are analogous thereto in any and all countries throughout the world. AI shall provide such assistance as Customer may reasonably request in connection therewith, but AI shall have no responsibility for obtaining any such legal rights regarding the New Customer IP. Conversely, all Intellectual Property created in the course of AI's performance of Services under these Conditions which is derived from improvements to AI's or its Partner's manufacturing or design processes will be owned by AI or its Partners, respectively.

Notwithstanding the foregoing, AI shall not be limited in producing for other customers any goods or other deliverables with the same design, functionality, and use of the Goods and Deliverables except to the extent that such production would violate the Intellectual Property rights of Customer.

12.2 The Customer shall indemnify AI against all claims arising from or relating to any actual or alleged infringement of Intellectual Property rights of third parties arising from or in connection with the Goods or Deliverable (except to the extent that such infringement exists as a result of use by Customer of AI's and/or its Partners' manufacturing process). In addition, AI has the right to suspend performance of any Customer agreement, without any liability to Customer unless the Customer provides AI with adequate assurance (e.g. bond) with respect to potential future liability of Claims covered by this Condition.

### **13. CONFIDENTIALITY.**

13.1 The Customer shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Customer by AI, its employees, agents, consultants or subcontractors and any other confidential information concerning AI's business or its products, Deliverables, Goods or Services which the Customer may obtain.

13.2 The Customer may disclose such information: (a) to its employees, officers, representatives, advisers, agents or subcontractors who need to know such information for the purposes of carrying out the Customer's obligations under these Conditions; (b) as may be required by law, court order or any governmental or regulatory authority; and, (c) any such information which was in the public domain prior to Customer's acceptance of these Conditions or which Customer can show was within its knowledge prior to same.

13.3 The Customer shall ensure that its employees, officers, representatives, advisers, agents or subcontractors

to whom it discloses such information comply with Condition 13.2.

13.4 The Customer shall not use any such information for any purpose other than to perform its obligations under these Conditions.

### **14. DATA PROTECTION.**

The Customer acknowledges and agrees that details of the Customer's name, address and payment record may be submitted to a credit reference agency, and personal data will be processed by and on behalf of the AI in connection with these Conditions.

### **15. TERMINATION.**

If: (a) the Customer breaches any warranty or fails to perform any material obligation hereunder, and such breach is not remedied within thirty (30) days after written notice thereof to the party in default; or (b) the Customer's performance is delayed for the reasons set forth in Condition 10 hereof for a cumulative period of thirty (30) days or more from the date of its inability to perform; or (c) the Customer fails to continue to do business in the ordinary course; or (d) the Customer becomes insolvent or goes into compulsory or voluntary liquidation (other than a bona fide reconstruction or amalgamation), or convenes a meeting of its creditors, or has a receiver or manager appointed over some or all of its assets, or has an examiner or administrator appointed, or if it ceases to do business or is subjected to any other similar action based upon its inability to meet its financial obligations; or (e) any event or circumstance occurs which under the law of any relevant jurisdiction has an analogous or equivalent effect to any of the events listed in the above sub-conditions in relation to the Customer; or (f) the Customer assigns, or attempts to assign, its rights or obligations under the Conditions without obtaining prior written consent of AI; or (g) AI reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly -

Then, without prejudice to any other right or remedy available to AI, AI shall be entitled without any liability to the Customer, to stop any Goods in transit and to suspend any further deliveries and to suspend the provision of Services and the Customer shall be required to immediately pay to AI all of AI's outstanding unpaid invoices and interest and, in respect of Goods and Services Ordered but for which no invoice has been submitted, AI may submit an invoice, which shall be payable immediately on receipt. Such invoice will include the price for all finished Goods and Deliverables and related works-in-process, the cost of any applicable components or materials ordered for Customer and any applicable fees or supplier charges related to same. It shall also include the

price for any unordered Goods per any minimum order quantities agreed to by the parties.

**16. VARIATION OF GOODS OR SERVICES.**

16.1 AI may, from time to time and without notice, change the Goods or Services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or the charges for the Services. If AI requests a change to the scope of the Goods or Services for any other reason, the Customer shall not unreasonably withhold or delay consent to it.

16.2 Subject to Condition 16.1, no variation of these Conditions shall be valid unless it is in writing and signed by or on behalf of each of the parties.

**17. GOVERNING LAW AND JURISDICTION.**

For Goods, Deliverables, and Services to be performed and/or delivered in the Republic of Ireland, these Conditions shall be governed by Irish law and subject to the exclusive jurisdiction of the courts of the Republic of Ireland. For Goods, Deliverables, and Services to be performed and/or delivered in the United States, these conditions shall be governed by the laws of the state of Alabama, exclusive of its conflict of laws principles, and subject to exclusive jurisdiction in the state court of Madison County, Alabama, or the federal court of the Northern District of Alabama. For Goods, Deliverables, and Services to performed and/or delivered to any other jurisdictions, these conditions shall be governed by the laws of the jurisdiction in which the Order was accepted by AI.

**18. VARIATION OF TERMS AND CONDITIONS.**

The Customer will be subject to the policies and Conditions in force at the time that the Customer enters accepts a Product Quotation or submits an Order to AI. However, AI reserves the right to revise such Conditions from time to time by the giving of not less than thirty (30) days notice in writing to the Customer.

**19. MARKETING.**

19.1 The Customer hereby agrees that AI may, from time to time, publish issue or release any press announcement and/or other media communication regarding the relationship between AI and the Customer including, without limitation, information on the Goods or Services provided, or to be provided, to the Customer.

19.2 AI agrees that the Customer may, from time to time, publish issue or release any press announcement and/or other media communication regarding the relationship between AI and the Customer, subject to the prior written consent of AI.