AUTOMATED INDUSTRIAL ROBOTICS

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STANDARD TERMS AND CONDITIONS OF SALE

1. DEFINITIONS AND INTERPRETATION

1.1. In these Conditions the following words have the following meanings:

"Acceptance" means the earlier of: (a) the Customer issuing a written Acceptance Certificate following successful completion of the Site Acceptance Test; (b) deemed acceptance pursuant to Clause 5.5; or (c) beneficial use of the Goods by the Customer.

"Acceptance Certificate" means a written certificate confirming that the Goods have passed the Site Acceptance Test in accordance with the acceptance criteria set out in the applicable Quotation.

"Change Order" means a written document signed by both parties documenting an agreed variation to the scope, price, or schedule of a Contract.

"Conditions" means these standard terms and conditions of sale, as amended from time to time.

"Contract" means a contract between the Customer and the Supplier for the sale and purchase of Goods and/or the performance of Services, made subject to these Conditions and which has come into force in accordance with Clause 2.2.

"Customer" means the entity that issues an Order to the Supplier.

"Customer Default" has the meaning given in Clause 11.2.

"Data" means operational, diagnostic, performance, and telemetry data generated by or collected from the Goods during their operation.

"Force Majeure Event" means any circumstance beyond the reasonable control of either party, including acts of God, war, terrorism, riot, explosion, abnormal or extreme weather conditions, loss of utilities, fire, flood, epidemic, pandemic, strike, lockout, or industrial dispute, and/or any governmental or regulatory authority action or restriction.

"Goods" means any goods (including any embedded software) to be provided by the Supplier as detailed in the applicable Quotation.

"Governing Law and Jurisdiction" means the law and courts specified in the applicable Schedule 1 (Jurisdiction Schedule) for the Supplier entity issuing the Quotation.

"Insolvency Event" means, with respect to a party: (a) any meeting of creditors or any arrangement or composition with or for the benefit of creditors is proposed or entered into; (b) the party ceases or threatens to cease carrying on business or is or becomes unable to pay its debts as they fall due; (c) a receiver, administrator, administrative receiver, liquidator, or equivalent officer is appointed in respect of that party or its assets; (d) a petition or application is presented for winding-up, bankruptcy, or an equivalent insolvency procedure in any jurisdiction; or (e) any event analogous to the foregoing occurs in any jurisdiction.

"IP Rights" means all patents, trademarks, service marks, registered designs, copyrights, database rights, trade secrets, know-how, and all other intellectual property rights of any nature, whether registered or unregistered, subsisting anywhere in the world.

"Order" means the Customer's order for Goods and/or Services as set out in a purchase order or other request issued by the Customer, but excluding any terms and conditions the Customer may purport to apply in such document.

"Price" means the price payable by the Customer for the Goods and/or Services as set out in the applicable Quotation.

"Quotation" means the Supplier's written quotation for the supply of Goods and/or Services.

"Services" means any services to be provided by the Supplier as detailed in the applicable Quotation.

"Site Acceptance Test" or "SAT" means the acceptance testing procedure for the Goods as specified in the applicable Quotation or, where not specified, the Supplier's standard commissioning and acceptance procedure.

"Supplier" means the AIR entity that issues the applicable Quotation, as identified in that Quotation.

"Goods Warranty Period" means the period commencing on the date of Acceptance and expiring: (a) for all Supplier-manufactured Goods twelve (12) months from the date of installation; (b) for all third party items incorporated into the Goods: the remainder of the original warranty period available to the Supplier from the relevant third-party manufacturer; (c) no Goods Warranty Period applies to items supplied by the Customer.

"Services Warranty Period" means a period of ninety (90) days from the date of completion of the relevant Services, as confirmed in writing by the Supplier.

1.2. In these Conditions and each Contract: (a) headings are for convenience only and do not affect interpretation; (b) references to Clauses are to the Clauses of these Conditions; (c) words denoting the singular include the plural and vice versa; (d) references to a statute or statutory provision include that provision as amended, consolidated, re-enacted, or replaced from time to time; and (e) the words "include", "including", and "in particular" do not limit the generality of any preceding or following words.

2. BASIS OF CONTRACT

2.1. Each Order constitutes an offer by the Customer to purchase the Goods and/or Services in accordance with these Conditions and the applicable Quotation. Quotations do not constitute an offer capable of acceptance by the Customer and may be withdrawn or varied by the Supplier without liability at any time prior to a Contract coming into force in accordance with Clause 2.2.

2.2. Each Order shall be deemed accepted on the earlier of: (a) the Supplier issuing a written acceptance (including by email); or (b) the Supplier commencing manufacture of any Goods and/or the performance of any Services. Once accepted, an Order cannot be cancelled by the Customer other than as expressly provided for in these Conditions or with the prior written agreement of the Supplier.

2.3. Each Contract represents the entire agreement between the parties relating to the supply of Goods and/or Services in question. The Customer acknowledges that it has not relied on any statement, promise, or representation not set out in the applicable Contract. The terms of each Contract apply to the exclusion of any other terms the Customer may seek to impose or incorporate, whether through standard form documents or otherwise, all of which are excluded to the fullest extent permitted by law.

2.4. The Supplier is under no obligation to accept any Order and may decline without liability or reason.

3. CHANGE ORDERS

3.1. Either party may request a change to the scope, specification, price, or schedule of a Contract. No change shall be binding unless documented in a signed Change Order.

3.2. Where a change is requested, the Supplier shall provide the Customer with a written assessment of the impact on price and schedule within a reasonable time. The Supplier shall not be required to commence work on any proposed change prior to the execution of a Change Order.

3.3. The following circumstances entitle the Supplier to an equitable adjustment to the Price and/or delivery schedule, to be documented in a Change Order:

a. Customer-requested changes to the identity, scope, specification, or delivery of the Goods and/or Services;

b. Any delay caused by the Customer, its employees, affiliates, or other contractors within the Customer's reasonable control;

c. Concealed or unknown site conditions that differ materially from those described in the Quotation; or

d. Any emergency endangering persons or property, in which case the Supplier may act at its reasonable discretion and recover costs incurred.

3.4. If the parties cannot agree on a Change Order, either party may refer the matter to the dispute resolution procedure under Clause 19.

4. DELIVERY

4.1. All Goods are supplied and delivered on the basis of DAP (Incoterms 2020) unless an alternative basis is specified in the applicable Quotation.

4.2. The Supplier shall deliver the Goods to the delivery location specified in the applicable Quotation in accordance with the delivery dates or lead times specified in that Quotation. Delivery dates are estimates only and time shall not be of the essence unless expressly agreed in writing.

4.3. If the Customer fails to accept delivery when tendered, the Customer shall reimburse the Supplier on demand for any reasonable additional costs directly incurred in storing the Goods and attempting re-delivery. Risk in the Goods shall pass to the Customer on the date the Supplier first attempts delivery.

5. ACCEPTANCE AND SITE ACCEPTANCE TEST

5.1. Where the applicable Quotation provides for a Factory Acceptance Test, the Supplier shall notify the Customer in writing when the Goods are ready for FAT. The Customer may attend and witness FAT, in person or remotely where agreed, at its own cost. The Customer's attendance is a right to observe and is not a condition precedent to the validity or completion of FAT. If the Customer fails to attend FAT within ten (10) Business Days of such notice, postpones FAT, or otherwise prevents FAT from taking place for reasons not attributable to the Supplier, the Supplier shall be entitled to conduct FAT in the Customer's absence, and the results recorded in the Supplier's FAT report shall be binding on the Customer as if the Customer had attended. In either case, upon expiry of that ten (10) Business Day period, the FAT milestone shall be deemed completed solely for the purposes of the payment provisions of this Agreement, and the Supplier shall be entitled to invoice the applicable FAT milestone accordingly. Completion of FAT is a condition of shipment readiness only and does not constitute Acceptance, which shall occur solely in accordance with this Clause 5.

5.2. Where the Quotation provides for a Site Acceptance Test, Acceptance shall occur only upon: (a) the Customer issuing an Acceptance Certificate following successful completion of the SAT; or (b) deemed acceptance pursuant to Clause 5.5.

5.3. The SAT shall be conducted in accordance with the acceptance criteria set out in the applicable Quotation. The Supplier shall provide reasonable prior notice to the Customer of the date on which the SAT is to be performed, and the Customer shall make available a reasonable quantity of its materials or products for testing purposes at no cost to the Supplier.

5.4. The Supplier shall be entitled to a minimum of three (3) attempts to remediate any failure of the Goods to pass FAT or SAT before the Customer may reject the Goods. Each remediation attempt shall be carried out within a reasonable time following notification of failure. If the Goods fail to pass the SAT following three remediation attempts, the Customer may elect to: (a) accept the Goods at a negotiated reduced price; or (b) terminate the Contract in respect of the non-conforming Goods and receive a refund of amounts paid for those Goods.

5.5. Acceptance shall be deemed to have occurred on the earliest of the following dates: (a) the date falling ninety (90) days after the Supplier provides written notice that the Goods are ready for installation, if the Customer has failed to provide a confirmed installation date by that date; (b) the date falling thirty (30) days after the Supplier provides written notice that the Goods are ready for SAT, if the Customer has failed to participate in or schedule the SAT by that date; or (c) the date on which the Customer places the Goods, or any substantial part of them, into commercial, operational, or production use, other than solely for commissioning, testing, validation, or operator training purposes, prior to issuing an Acceptance Certificate. Upon deemed Acceptance: (i) all outstanding milestone payments shall become immediately due and payable; (ii) the Goods Warranty Period shall commence; (iii) risk in the Goods shall pass to the Customer if it has not already done so; and (iv)

any installation or commissioning services not yet performed shall be subject to a new Change Order at the Supplier's then-current rates. The Supplier shall notify the Customer in writing upon becoming aware of deemed Acceptance under sub-clause (c). Storage, standby, and remobilization costs incurred by the Supplier as a result of the Customer's failure under sub-clauses (a) or (b) shall be recoverable as a Customer Default under Clause 11.2.

5.6. Where no SAT is specified in the Quotation, Acceptance shall occur upon delivery of the Goods in accordance with Clause 4.

5.7. Any interim deliverable or document submitted by the Supplier for Customer approval pursuant to the applicable Quotation shall be deemed approved if the Customer fails to provide written approval or written rejection (with full reasons) within fourteen (14) days of submission.

6. GOODS WARRANTY

6.1. The Supplier warrants that all Supplier-manufactured Goods shall: (a) correspond with the specification set out in the applicable Quotation; and (b) be free from material defects in design, materials, and workmanship, in each case for the Goods Warranty Period.

6.2. The statutory implied terms under applicable sale of goods legislation are, to the fullest extent permitted by law, excluded from each Contract and replaced by the express warranty in Clause 6.1.

7. SERVICES WARRANTY

7.1. The Supplier warrants that all Services shall be performed in a professional and workmanlike manner conforming to the specification set out in the applicable Quotation, for the Services Warranty Period.

7.2. The Supplier's sole obligation under the warranty in Clause 7.1 is, at its discretion: (a) to re-perform the non-conforming Services; or (b) to issue a credit to the Customer for the fees paid in respect of the non-conforming Services. The warranty in Clause 7.1 does not apply to the extent that any non-conformance arises from: (i) instructions, specifications, or designs provided by the Customer; or (ii) the Customer's failure to provide access, information, or co-operation as required under Clause 11.

7.3. The Supplier's obligations under this Clause 7 represent the Customer's sole and exclusive remedy in respect of any failure of the Services to comply with the warranty in Clause 7.1.

8. WARRANTY CLAIMS

8.1. The Customer shall:

a. Apparent defects - no AIR commissioning: where the Supplier is not performing installation and commissioning, the Customer shall conduct a visual inspection of the Goods on delivery and notify the Supplier of any apparent damage or non-conformity within seven (7) days of delivery. Failure to notify within this period shall be treated in accordance with Clause 8.5;

b. Apparent defects - AIR commissioning: where the Supplier is performing installation and commissioning, the Customer shall notify the Supplier of any apparent non-conformity identified during the SAT process promptly and in any event prior to issuing the Acceptance Certificate. Defects not raised prior to Acceptance shall be deemed accepted unless they are latent defects within the meaning of sub-clause (c);

c. Latent defects and operational failures: the Customer shall notify the Supplier in writing of any latent defect in the Goods, or any non-conformance of Services or software that first manifests during normal operation, as soon as reasonably practicable after becoming aware of it, provided that such notification is given before the expiry of the applicable warranty period. Notification after expiry of the applicable warranty period shall not give rise to a valid warranty claim.

8.2. Upon receipt of a valid warranty claim under Clause 6.1, the Supplier shall, at its discretion and as soon as reasonably practicable: (a) repair or replace the non-conforming Goods or the affected part thereof; or (b) refund to the Customer the Price paid for the non-conforming Goods. Repaired or replaced Goods shall carry the benefit of the warranty in Clause 6.1 for the remainder of the original Goods Warranty Period.

8.3. The Customer shall, on request: (a) permit the Supplier access to any premises where the non-conforming Goods are located for investigation purposes; and/or (b) return the non-conforming Goods to the Supplier at the Customer's cost.

8.4. If a warranty claim is investigated and found to be invalid, the Customer shall reimburse the Supplier for its reasonable costs of investigation.

8.5. Timely notification in accordance with this Clause 8 is a condition precedent to the Customer's right to bring any warranty claim under Clauses 6 or 7. Subject to Clause 16.1, no warranty claim shall be valid or enforceable unless notified within the applicable period specified in Clause 8.1. Where the Customer demonstrates that it was unable to notify within the applicable period due to circumstances beyond its reasonable control, the Supplier shall consider whether to waive strict compliance with the notification period, but shall not be obliged to do so.

9. EXCLUSIONS FROM WARRANTY

9.1. The Supplier has no liability in respect of any warranty claim under Clauses 6 or 7 if: (a) Supplier has not been notified in accordance with Clause 8.1; (b) the claim is arising from further use of the Goods by the Customer after becoming aware of a defect; (c) the claim is attributable to failure by the Customer to follow the Supplier's instructions as to storage, handling, maintenance, or use of the Goods; (d) if the claim arises from alteration of the Goods, Services, or software by the Customer or any third party without the Supplier's prior written consent; (e) if the claim arises from fair wear and tear, willful damage, negligence, or abnormal working conditions; (f) if the claim is attributable to processing of materials or products using the Goods that do not comply with the specifications set out in the applicable Quotation; (g) in respect of any Goods or parts supplied or specified by the Customer, where any warranty is limited to that offered by the original manufacturer; (h) if the claim arises from the Customer's instructions, specifications, or designs, in which case the Supplier's liability is limited to execution quality only; or (i) in respect of any software or firmware embedded in or delivered with the Goods: (i) where such software was developed in accordance with designs, specifications, or algorithms supplied by the Customer, in which case the Supplier warrants execution quality only and not design performance; (ii) where defects arise from third-party software components, which are subject to the original vendor's warranty terms only; (iii) where defects arise from modification by the Customer or any third party without the Supplier's prior written consent; or (iv) where defects arise from the Customer's hardware, operating environment, or integration with systems not approved in writing by the Supplier.

10. CUSTOMER OBLIGATIONS

10.1. The Customer shall, in a timely manner: (a) complete any site preparatory works specified in the Quotation; (b) provide the Supplier with all information, co-operation, safe access, and assistance that the Supplier may reasonably require for the supply of Goods and/or performance of Services; and (c) ensure that all information provided is complete and accurate. The Customer is responsible for all licenses, permits, clearances, and site access rights required for the performance of the Contract.

10.2. The Supplier shall not be liable for any failure or delay in its obligations where such failure or delay is attributable to the Customer's failure to comply with its obligations under Clause 10.1 or any other act or omission of the Customer (a "Customer Default"). In the event of a Customer Default, the Supplier shall be entitled to: (a) a reasonable extension of time for performance; and (b) recovery of any additional costs reasonably and properly incurred as a direct result of the Customer Default, to be agreed by Change Order.

11. SUSPENSION

11.1. The Customer may, by providing prior written notice of at least ten (10) Business Days, request that the Supplier temporarily suspend performance of the Contract, in whole or in part. The notice shall specify: the scope of the suspension; the effective date; the anticipated duration; and the reasons for the suspension.

11.2. On or before the effective date of suspension, the Customer shall pay the Supplier: (a) all amounts due for work performed to that date; and (b) any additional reasonable costs incurred by

the Supplier as a direct result of the suspension (including costs of demobilization, storage, and re-mobilization).

11.3. The Supplier shall resume the suspended work following execution of a Change Order covering any adjustments to price and schedule resulting from the suspension.

11.4. If a suspension continues for more than sixty (60) days (or such other period as the parties may agree in writing), the Supplier may, at its option, treat the suspension as a termination for convenience by the Customer and invoice accordingly under Clause 15.

12. PRICE AND PAYMENT

12.1. The Supplier may invoice the Customer for the Price in accordance with the payment milestones set out in the applicable Quotation. The Customer shall pay all invoices in full in cleared funds within thirty (30) days of the date of invoice, to such bank account as the Supplier nominates from time to time.

12.2. All Prices are stated exclusive of applicable taxes, duties, and levies (including VAT, GST, sales tax, or equivalent), which shall be payable by the Customer in addition at the prevailing rate, subject to the provision of a valid tax invoice by the Supplier.

12.3. Unless otherwise stated in the Quotation, the Price for Services is exclusive of expenses. The Supplier may recharge reasonable travel, accommodation, and subsistence expenses at cost on a monthly basis in arrears.

12.4. The Customer shall pay all amounts due without set-off, withholding, deduction, or counterclaim of any kind.

12.5. If the Customer: (a) fails to pay any amount by the due date; (b) suffers an Insolvency Event; or (c) the Supplier reasonably considers the Customer likely to suffer an Insolvency Event, then without prejudice to its other rights, the Supplier may: (i) suspend further delivery and/or performance under any contract between the parties; and (ii) charge interest on overdue amounts at the rate and on the terms provided by applicable law from the due date until payment in full.

13. RISK AND TITLE

13.1. Risk of loss or damage to the Goods passes from the Supplier to the Customer in accordance with the applicable delivery terms under Clause 4.1.

13.2. Title to the Goods shall not pass from the Supplier to the Customer until the Supplier has received payment in full in cleared funds of all amounts owing under the applicable Contract.

13.3. Until title passes, the Customer shall: (a) hold the Goods as bailee for the Supplier; (b) store the Goods separately and keep them identifiable as the Supplier's property; (c) not remove or obscure any identifying markings; (d) maintain the Goods in good condition and keep them insured for their full replacement value; and (e) not sell, charge, mortgage, or otherwise encumber the Goods.

13.4. The Customer's right to possess the Goods shall terminate immediately upon the occurrence of an Insolvency Event. The Customer shall promptly notify the Supplier of any Insolvency Event and shall inform any insolvency officeholder that the Goods are the Supplier's property.

13.5. The Supplier may, on request, access any premises where Goods in respect of which title has not passed may be located, to inspect or recover those Goods.

14. INTELLECTUAL PROPERTY RIGHTS

14.1. All IP Rights subsisting in the Goods (including embedded software), deliverables, and any work product created by the Supplier in the performance of the Services are and shall remain the property of the Supplier and/or its licensors. Nothing in any Contract shall transfer any IP Rights to the Customer.

14.2. Subject to payment of the Price in full, the Supplier grants the Customer a non-exclusive, non-transferable, royalty-free license to use any software supplied with the Goods solely for the purposes

of operating those Goods in the ordinary course of the Customer's business. The Customer shall not sublicense, copy, modify, decompile, disassemble, or reverse-engineer any such software.

14.3. Each party retains all right, title, and interest in its pre-existing IP Rights. No license under any pre-existing IP Rights is granted or implied by any Contract except as expressly stated.

14.4. The Supplier shall defend, indemnify, and hold harmless the Customer against any third-party claim that the Goods, as supplied by the Supplier, infringe any third-party IP Rights in the jurisdiction of delivery, provided that the Customer: (a) promptly notifies the Supplier in writing of the claim; (b) grants the Supplier sole control of the defense and settlement of the claim; and (c) provides all reasonable assistance requested by the Supplier at the Supplier's cost. The Supplier shall have no liability under this Clause 12.4 to the extent any infringement arises from: (i) compliance with the Customer's designs, specifications, or instructions; (ii) use of the Goods in combination with third-party equipment or software not supplied by the Supplier; or (iii) modification of the Goods by the Customer or any third party.

15. DATA AND CONNECTED EQUIPMENT

15.1. Where the Goods include connectivity or remote monitoring functionality, the Customer acknowledges that the Goods may generate Data during their operation.

15.2. The Customer grants the Supplier a non-exclusive, worldwide, royalty-free license to access, collect, store, process, and use Data solely for the following purposes: (a) performing its obligations under the Contract, including remote diagnostics, maintenance, and support; (b) improving the performance, safety, and reliability of the Goods and Supplier products generally; and (c) regulatory compliance and quality assurance. The Supplier shall anonymize Data before using it for general product improvement purposes and shall not use Data to identify the Customer's specific operations without the Customer's prior written consent.

15.3. The Supplier shall implement reasonable technical and organizational measures to protect Data against unauthorized access, loss, or disclosure.

16. LIMITATIONS AND EXCLUSIONS ON LIABILITY

16.1. Nothing in these Conditions or any Contract limits or excludes either party's liability for: (a) death or personal injury caused by that party's negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability that cannot lawfully be limited or excluded. Each provision of these Conditions shall be read subject to this Clause 17.1.

16.2. Subject to Clause 17.1, the maximum aggregate liability of the Supplier to the Customer for all claims under any Contract (howsoever arising, including under any indemnity) shall be limited to the Price actually paid by the Customer under the Contract in question. The parties acknowledge that this limit is a commercially agreed allocation of risk and reflects the pricing under the Contract. Where the parties agree in writing (including in the applicable Quotation) to a higher cap, that agreed cap shall apply.

16.3. Notwithstanding anything else in these Conditions, the Supplier shall not be liable (whether in contract, tort, or otherwise) for:

a. Loss of business, revenue, profit, or anticipated profit;

b. Loss of contracts or loss of use;

c. Loss or corruption of data or loss of use of data;

d. Product recall costs;

e. Damage to reputation or goodwill; or

f. Any indirect, special, or consequential loss or damage of any nature, regardless of whether the Supplier was aware of the risk of such loss at the time the Contract was formed.

16.4. The Supplier shall not be liable for any failure or delay in performing its obligations under any Contract where such failure or delay is attributable to a Force Majeure Event. The Supplier shall

notify the Customer as soon as reasonably practicable upon becoming aware of a Force Majeure Event. If a Force Majeure Event continues for more than ninety (90) days, either party may terminate the affected Contract by written notice without further liability, save that the Customer shall pay for all Goods and Services delivered and costs committed prior to termination.

17. TERMINATION

17.1. Either party may terminate a Contract immediately by written notice if the other party: (a) commits a material breach that: (i) is not capable of remedy; or (ii) is capable of remedy but is not remedied within thirty (30) days of receiving written notice requiring remedy; and/or (b) suffers an Insolvency Event.

17.2. The Customer may terminate any Contract for convenience by giving not less than forty-five (45) days' written notice to the Supplier. On such termination, the Customer shall pay the Supplier within thirty (30) days of the date of termination (or the date of the Supplier's invoice, whichever is later): (a) the value of all work performed to the date of termination; (b) the cost of any purchase orders or third-party commitments that cannot be cancelled; (c) all reasonable costs of wind-down and demobilization; and (d) a reasonable profit margin on the terminated portion of the work.

17.3. Termination or expiry of a Contract shall not prejudice any rights or obligations that have accrued prior to the date of termination, nor shall it affect any provisions of the Contract that are expressed or by implication intended to continue in force, including Clauses 12, 13, 14, 16, 20, and 21.

18. DISPUTE RESOLUTION

18.1. The parties shall attempt in good faith to resolve any dispute arising out of or in connection with any Contract through negotiations between senior representatives who have authority to settle the dispute, within twenty-one (21) days of a written request by either party.

18.2. If a dispute is not resolved through negotiation within the period specified in Clause 18.1, either party may refer the dispute to the courts in accordance with the Governing Law and Jurisdiction specified in Schedule 1.

19. CONFIDENTIALITY

19.1. Each party shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes, or initiatives disclosed to it by the other party, and any other confidential information concerning the business, products, or services of the other party ("Confidential Information"). Each party shall use Confidential Information of the other only for the purposes of the applicable Contract and shall disclose it only to those of its employees, agents, or subcontractors who need to know it for that purpose, ensuring that such persons are bound by obligations of confidentiality no less onerous than those in this Clause 19.

19.2. The obligations in Clause 19.1 shall not apply to information that: (a) is or becomes publicly available other than through breach of this Clause; (b) was already known to the receiving party at the time of disclosure (as evidenced by written records); (c) is subsequently received from a third party without restriction; or (d) is required to be disclosed by law or regulatory authority, provided that (where lawfully permitted) the disclosing party is given advance written notice to enable it to seek a protective order.

19.3. The obligations in this Clause 19 shall survive termination or expiry of any Contract without time limit.

19.4. The Supplier may: (a) use reasonable photographic or video content taken at the Customer's premises solely to assist with the performance of its obligations under the Contract, treating such content as Confidential Information; and (b) identify the Customer as a customer of the Supplier in its marketing and promotional materials.

20. GENERAL

20.1. Notices. Any notice to be served under these Conditions or any Contract shall be in writing and delivered by: (a) hand; (b) pre-paid recorded post or recognized courier service, to the address of the receiving party as specified in the applicable Quotation or such other address as notified in writing; or (c) email, provided that a delivery or read receipt is obtained or the notice is confirmed by the receiving party. Notices sent by post shall be deemed received seventy-two (72) hours after posting; notices sent by email shall be deemed received upon confirmed receipt.

20.2. Relationship. The parties are independent contractors. Nothing in these Conditions or any Contract shall constitute any agency, partnership, joint venture, or other co-operative arrangement between the parties.

20.3. Variation. No variation or amendment of these Conditions or any Contract shall be binding unless made in writing and signed by authorized representatives of both parties.

20.4. Assignment. The Customer may not assign or transfer any of its rights or obligations under any Contract without the prior written consent of the Supplier. The Supplier may assign or transfer any of its rights and/or obligations under any Contract to any AIR company without consent, and may subcontract the performance of any of its obligations without the Customer's prior consent, provided that the Supplier shall remain primarily liable for the acts and omissions of its subcontractors.

20.5. Third Parties. A person who is not a party to a Contract shall have no right to enforce any term of that Contract, except that commonly controlled affiliates of the Supplier may enforce Clause 16 in their own right.

20.6. Severability. If any provision of these Conditions or any Contract is declared invalid or unenforceable by any competent authority, the remaining provisions shall continue in full force and effect.

20.7. Waiver. Failure or delay in exercising any right or remedy shall not constitute a waiver of that right or remedy. No single or partial exercise of any right or remedy shall prevent any further exercise of it or any other right or remedy.

20.8. Export Control. Products and associated materials supplied under any Contract may be subject to export control laws and regulations. The Customer is responsible for compliance with all applicable export and import laws and regulations in connection with its use, resale, or transfer of the Goods. The Supplier shall not be liable for any delay or failure to deliver arising from export control requirements beyond its reasonable control.

20.9. Entire Agreement. These Conditions, together with the applicable Quotation and any executed Change Orders, constitute the entire agreement between the parties relating to the subject matter of each Contract and supersede all prior negotiations, representations, and agreements relating to that subject matter.

21. GOVERNING LAW AND JURISDICTION

21.1. These Conditions, each Contract, and any dispute or claim arising out of or in connection with them (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the law specified in Schedule 1 for the relevant Supplier entity.

21.2. Each party irrevocably submits to the exclusive jurisdiction of the courts specified in Schedule 1 for the relevant Supplier entity, save in respect of the enforcement of any judgment.

21.3. The parties expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods (1980) (CISG) to these Conditions and each Contract. This exclusion applies regardless of the governing law specified in Schedule 1.

SCHEDULE 1 JURISDICTION SCHEDULE

The following governing law and jurisdiction provisions apply according to the AIR entity that issues the applicable Quotation:

For any Supplier entity registered and incorporated in the United Kingdom: These Conditions and each Contract shall be governed by English law. The parties submit to the non-exclusive jurisdiction of the courts of England and Wales.

For any Supplier entity registered and incorporated in Ireland: These Conditions and each Contract shall be governed by the laws of Ireland. The parties submit to the non-exclusive jurisdiction of the courts of Ireland.

For any Supplier entity registered in the Untied States: These Conditions and each Contract shall be governed by the laws of the State of Delaware, without regard to its conflict of laws principles. The parties submit to the non-exclusive jurisdiction of the state and federal courts of Delaware.