

CONDITIONS OF SALE

Allied Systems Ltd

ALLIED SYSTEMS & PRODUCTS LTD CONDITIONS OF SALE

These Conditions of Sale govern all sales of goods (including any sales of spares) by Allied Systems & Products Limited, a company registered in Ireland and whose registered office is situated at Unit 3, The Old Sawmills, Ballymount Road, Walkinstown, Dublin 12, to you, the Buyer named on the Order. These Conditions shall govern the sale to the exclusion of all other terms or conditions and no conduct by Allied Systems & Products Limited shall constitute acceptance of any other terms or conditions. No variation of these conditions will bind unless it is made in writing and signed by a director of Allied Systems & Products Limited.

1 Basis of Sale

1.1 Allied Systems & Products Limited shall sell and the Buyer shall purchase the Goods as described in and in accordance with any Order signed by the Buyer, which is accepted by Allied Systems & Products Limited subject to these Conditions.

1.2 Any Estimates issued to the Buyer by Allied Systems & Products Limited may be withdrawn or varied at any time and unless otherwise specified shall be automatically withdrawn after 60 days. No binding contract shall in any event arise until the Buyer's signed Order has been accepted by Allied Systems & Products Limited and confirmed in writing by Allied Systems & Products Limited authorised representative.

1.3 For the avoidance of doubt, if there is any conflict between any special terms and conditions agreed between Allied Systems & Products Limited and the Buyer in relation to the Contract and the terms and conditions set out in this document, the special terms shall prevail.

1.4 Allied Systems & Products Limited employees or agents are not authorised to make any representations concerning the Goods unless confirmed by Allied Systems & Products Limited in writing.

1.5 Any advice or recommendation given by Allied Systems & Products Limited or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in writing by Allied Systems & Products Limited is followed or acted upon entirely at

the Buyer's own risk, and accordingly, Allied Systems & Products Limited shall not be liable for any such advice or recommendation which is not so confirmed.

1.6 Any illustrations or descriptive material and other information contained in Allied Systems & Products Limited brochures, advertising materials or elsewhere shall not form part of the Contract and shall be treated as approximate and for guidance only unless specifically stated otherwise. Allied Systems & Products Limited may at its discretion from time to time vary the design of the Goods from that advertised without notice to the Buyer provided that any such variations do not constitute material alterations to the Goods.

2 Orders and Specifications

2.1 The Buyer shall be responsible to Allied Systems & Products Limited for ensuring the accuracy of the terms of any Order (including any applicable specification) submitted by the Buyer and for giving Allied Systems & Products Limited any necessary information relating to the Goods within a sufficient time to enable Allied Systems & Products Limited to perform the Contract in accordance with its terms.

2.2 The quantity, quality and description of, and/or any specification for, the Goods shall be those set out in the Estimate or Order signed by the Buyer and accepted by Allied Systems & Products Limited

2.3 No Order which has been accepted by Allied Systems & Products Limited may be cancelled or varied by the Buyer except with the agreement in writing of Allied Systems & Products Limited and on terms that the Buyer shall indemnify Allied Systems & Products Limited in full against all loss (including loss of profit) costs (including the costs of all labour and materials used) damage, charges and expenses incurred by Allied Systems & Products Limited as a result of cancellation.

3 Price of the Goods

3.1 The price of the Goods and/or installation shall be Allied Systems & Products Limited quoted price or, where no price has been quoted, the price listed in Allied Systems & Products Limited price list current at the date of acceptance of the Order.

3.2 Allied Systems & Products Limited reserves the right by giving notice to the Buyer at any time before delivery, to increase the price of the Goods or the price of installation to reflect any change in delivery dates, quantities or specifications for Goods which is requested by the Buyer, or any delay caused by instructions of the Buyer or failure of the Buyer to give Allied Systems & Products Limited accurate information or instructions.

3.3 Unless otherwise agreed in writing between the Buyer and Allied Systems & Products Limited all prices are given by Allied Systems & Products Limited on an ex works basis or supplied and installed and where Allied Systems & Products Limited agrees to deliver the Goods otherwise than at Allied Systems & Products Limited premises, the Buyer shall be liable to pay Allied Systems & Products Limited charges for transport, packaging and insurance.

3.4 The price is exclusive of any applicable Value Added Tax or any other tax, duty tariff or charge arising in Ireland or elsewhere.

4 Payment Terms

4.1 Subject to any special terms in writing between the Buyer and Allied Systems & Products Limited, Allied Systems & Products Limited shall be entitled to invoice the Buyer with the price of the Goods (or part thereof) on or at any time after delivery of the Goods, unless the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods, in which event Allied Systems & Products Limited shall be entitled to invoice the Buyer for the price at any time after Allied Systems & Products Limited has notified the Buyer that the Goods are ready for collection or (as the case may be) Allied Systems & Products Limited has tendered delivery of the Goods.

4.2 Subject to any special terms in writing between the Buyer and Allied Systems & Products Limited the Buyer shall pay the price of the Goods not later than 30 days after the date of the invoice relating to the Goods. The time of payment shall be of the essence of the Contract. All payments shall be made in full without deduction in respect of any set-off or counterclaim.

4.3 If the Buyer fails to make any payment on the due date then without prejudice to any other right or remedy available to Allied Systems & Products Limited, Allied Systems & Products Limited shall be entitled to:

- (a) cancel the Contract or suspend any further deliveries or the provision of installation services to the Buyer;
- (b) appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and Allied Systems & Products Limited) as Allied Systems & Products Limited may think fit (notwithstanding any purported appropriation by the Buyer); and
- (c) charge the Buyer interest (both before and after any judgment) on the amount unpaid, at the rate of 2.5 per cent per annum over the base rate for the time being of AIB Bank (such interest being deemed to accrue from day to day and being compounded on the last day of each calendar month) until payment is made.

4.4 The Buyer shall be solely responsible for any associated bank charges incurred by the Buyer in relation to the purchase of the Goods which for the avoidance of doubt shall include (without limitation) payments made on the basis of a letter of credit or any other similar charges.

5 Delivery

5.1 Delivery of the Goods shall be made by the Buyer collecting the Goods at Allied Systems & Products Limited premises at any time after Allied Systems & Products Limited has notified the Buyer that the Goods are ready for collection or, if some other place for delivery is agreed by Allied Systems & Products Limited, by Allied Systems & Products Limited delivering the Goods to that place.

5.2 Allied Systems & Products Limited shall endeavour to deliver and, if applicable, install the Goods by the date(s) agreed but such date(s) is/are not guaranteed nor shall the time(s) for delivery and installation be of the essence unless previously agreed by Allied Systems & Products Limited in writing. The date(s) quoted shall be extended by a reasonable period if there is any delay caused by industrial dispute or by any cause beyond the reasonable control of Allied Systems & Products Limited

5.3 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by Allied Systems & Products Limited to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

5.4 If the Buyer fails to take delivery of the Goods or fails to give Allied Systems & Products Limited adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of Allied Systems & Products Limited fault) then without prejudice to any other right or remedy available to Allied Systems & Products Limited, Allied Systems & Products Limited may:

(a) store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or

(b) sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract.

6 Installation

6.1 If included in the Contract, Allied Systems & Products Limited shall install the Goods at the agreed location.

6.2 If installation is included in the Contract, it may be necessary for Allied Systems & Products Limited to check the Buyer's site and other requirements before delivery. At the time when Allied Systems & Products Limited accepts the Order the parties will agree a delivery and installation date. Allied Systems & Products Limited may verify these dates with the Buyer within fourteen days (or such other time period as Allied Systems & Products Limited may discern) before such date.

6.3 On the date of delivery (and/or installation) the Buyer shall ensure that the site for delivery and installation is free of all obstructions to enable Allied Systems & Products Limited fitters to commence work immediately. The Buyer shall make available all such materials, power supplies and other such materials reasonably requested by Allied Systems & Products Limited. Should Allied Systems & Products Limited fitters be prevented from commencing or continuing their work, Allied Systems & Products Limited reserve the right to charge an additional fee representing 75% of the installation price.

6.4 If in the reasonable opinion of Allied Systems & Products Limited it is necessary to remove or otherwise disconnect any of the Buyer's existing equipment at the agreed location in order to carry out the installation of the Goods, then the Buyer shall permit and obtain all necessary consents and accept full responsibility for such removal and/or disconnection and shall give Allied Systems & Products Limited all necessary assistance to enable such work to be carried out.

6.5 Following installation of the Goods (where this is part of the Contract) Allied Systems & Products Limited shall carry out its standard inspection tests upon the Goods to ensure that each and every part of it is in full working order.

6.6 Once the Goods have successfully passed Allied Systems & Products Limited inspection tests, the Goods shall be immediately accepted by the Buyer and the Buyer shall acknowledge that acceptance by signing Allied Systems & Products Limited standard commissioning certificate.

6.7 The Buyer agrees to maintain adequate insurance with a reputable insurer to safeguard all Allied Systems & Products Limited employees who may carry out installation or other work on the Buyer's premises from time to time in accordance with this Contract. The Buyer agrees to provide copies of such insurance policies to Audience Systems on reasonable request.

7 Risk and Property

7.1 Risk of damage to or loss of the Goods shall pass to the Buyer:

(a) in the case of the Goods to be delivered at Allied Systems & Products Limited premises (by the Buyer collecting the Goods), at the time when Allied Systems & Products Limited notifies the Buyer that the Goods are available for collection; or

(b) in the case of Goods to be delivered otherwise than at Allied Systems & Products Limited premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when Allied Systems & Products Limited has tendered delivery of the Goods.

7.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Buyer until Allied Systems & Products Limited has received in cash or cleared funds payment in full of the price of the Goods and all other goods agreed to be sold by Allied Systems & Products Limited to the Buyer for which payment is then due.

7.3 Until such time as the property in the Goods passes to the Buyer:

(a) in the case of Goods to be delivered otherwise than at Allied Systems & Products Limited premises the Buyer shall hold the Goods as Allied Systems & Products Limited fiduciary agent and bailee;

(b) shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected, insured and identified as Allied Systems & Products Limited property but the Buyer shall be entitled to resell or use in the ordinary course of its business; and

(c) (provided that the Goods are still in existence and have not been resold) Allied Systems & Products Limited shall be entitled at any time to require the Buyer to deliver up the Goods to Allied Systems & Products Limited and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.

7.4 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of Allied Systems & Products Limited, but if the Buyer does so all monies owing by the Buyer to Allied Systems & Products Limited shall (without prejudice to any other right or remedy of Allied Systems & Products Limited) forthwith become due and payable.

8 Notification of Claims

8.1 Any claim for non-delivery of any Goods shall be notified in writing by the Buyer to Allied Systems & Products Limited within 7 days of the date of Allied Systems & Products Limited invoice.

8.2 Any claim based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to Allied Systems & Products Limited within 7 days from the date of the delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure.

8.3 If delivery is not refused, and the Buyer does not notify Allied Systems & Products Limited of any claim in accordance with the provisions of this clause, the Buyer shall not be entitled to reject the Goods and Allied Systems & Products Limited shall have no liability for such defects or failure, and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.

9 Warranties and Liabilities

9.1 Allied Systems & Products Limited warrants to the Buyer that the Goods will be free of any material defect for a period of one (1) year from the date of delivery unless otherwise specified in writing by Allied Systems & Products Limited.

9.2 Save as set out in Clause 9.1 above or as otherwise agreed in writing by Allied Systems & Products Limited from time to time, Allied Systems & Products Limited does not give to the Buyer any guarantees, conditions or warranties (including in respect of the quality of the Goods or the fitness for their purpose) whether express or implied by statute or common law or otherwise except that this clause shall in no way exclude any warranties, conditions or other terms where the Goods are sold to a person dealing as a consumer.

9.3 Allied Systems & Products Limited will be under no liability:

(a) in respect of any default in the Goods arising from any drawing, design or specification supplied by the Buyer;

(b) in respect of any defect arising from fair wear and tear, wilful damage, negligence, failure to follow Allied Systems & Products Limited instructions (whether oral or in writing), misuse, alteration, or repair of the Goods without Allied Systems & Products Limited approval;

(c) under any other warranty, condition or guarantee if the total price for the Goods has not been paid by the due date for payment.

(d) for any defect arising following the installation of any spare, consumable or other part not purchased from Allied Systems & Products Limited or any defect following any servicing, modification or other work not carried out by Allied Systems & Products Limited.

9.4 Subject as expressly provided in these Conditions all warranties conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

9.5 Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to Allied Systems & Products Limited in accordance with these Conditions, Allied Systems & Products Limited shall, at its sole discretion, replace or repair the Goods (or the part in question) free of charge but Allied Systems & Products Limited shall have no further liability to the Buyer.

9.6 Except in respect of death or personal injury caused by Allied Systems & Products Limited negligence, Allied Systems & Products Limited shall not be liable to the Buyer by reason of any representation (other than fraudulent misrepresentation) or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses, or other claim for consequential compensation whatsoever (and whether caused by the negligence of Allied Systems & Products Limited, its employees or agents or otherwise) which arises out of or in connection with the supply of the Goods or their resale by the Buyer, except as expressly provided in these conditions.

10 Force Majeure

10.1 Allied Systems & Products Limited shall not be liable to the Buyer or be deemed to be in breach obligations of the Contract by reason of any delay in performing, or any failure to perform, any of Allied Systems & Products Limited in relation to the Goods, if the delay or failure was due to any cause beyond Allied Systems & Products Limited reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond Allied Systems & Products Limited reasonable control:

- (a) Act of God, explosion, flood, tempest, fire or accident;
- (b) strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of Allied Systems & Products Limited or third parties);
- (c) war or threat of war, sabotage, insurrection, civil disturbance or requisition;
- (d) import or export regulations or embargoes;
- (e) difficulties in obtaining raw materials, labour, fuel, parts or machinery;
- (f) power failure or breakdown in machinery.

11 Indemnity and Intellectual Property Right Ownership

11.1 The Buyer acknowledges that all technical data, drawings, reports and any other information of documents whatsoever which Allied Systems & Products Limited submits to the Buyer in the course of or prior to the execution of this Contract remains the property of Allied Systems & Products Limited and the copyright and any other intellectual property rights in the Allied Systems & Products Limited Documentation remains vested at all times in Allied Systems & Products Limited. The Buyer further agrees that the Allied Systems & Products Limited Documentation may not be used except in connection with the operation, maintenance and use of the Goods and may not be disclosed to any third parties.

11.2 The Buyer agrees that it will not at any time without the prior written consent of Allied Systems & Products Limited manufacture or have manufactured any goods in imitation of the Goods and it will not at any time dispute or assist any other person to dispute the validity of any intellectual property rights (whether registered or unregistered) in the Goods.

11.3 The Buyer shall indemnify and keep Allied Systems & Products Limited indemnified against all costs, expenses, damages and demands incurred by Allied Systems & Products Limited in respect of:

- (a) any alleged infringement of the patents, trade marks, copyright, design or other industrial property rights used by Allied Systems & Products Limited at the request of the Buyer;
- (b) any alleged breach or infringement of any statute or regulation concerning the preparation, marketing and distribution of the goods sold by the Buyer;
- (c) any alleged breach of any statute relation to trade descriptions or weights and measures where Allied Systems & Products Limited relies or has relied upon information relating thereto or labels provided by the Buyer, and the breach does not arise from the negligence or default of Allied Systems & Products Limited
- (d) any claims arising and made under the Consumer Protection Act 1987 and which arise by reason of or in connection with a defect in the Goods or in the end product manufactured and/or supplied by the Buyer in which the Goods are comprised, which defect is attributable either to the compliance by Allied Systems & Products Limited with the instructions given by the Buyer or to the Buyer's design of the end product.

12 Insolvency of Buyer

12.1 If:

- (a) the Buyer makes any voluntary agreement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of a solvent amalgamation or reconstruction);
- (b) an encumbrancer takes possession, or a receiver is appointed, over any of the property or any assets of the Buyer;
- (c) the Buyer ceases, or threatens to cease, to carry on business; or
- (d) Allied Systems & Products Limited reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly; Allied Systems & Products Limited shall be entitled to cancel the Contract or suspend any further deliveries under the Contract or provision of installation services without liability to the Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

13 Confidentiality

13.1 Each party shall treat as confidential all information obtained from the other under this Contract and shall not divulge such information to any person (except to such party's own employees and then only to those employees who need to know the same) without the other party's prior written consent provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to this Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause) or which becomes known to such party from a source other than the other party to this Contract. Each party shall ensure that its employees are aware of and comply with the provisions of this clause. If Allied Systems & Products Limited shall appoint any sub-contractor then Allied Systems & Products Limited may disclose confidential information to such sub-contractor subject to such sub-contractor

giving the Buyer an undertaking in similar terms to the provisions of this clause. The foregoing obligations as to confidentiality shall survive any termination of this Contract.

14 General

14.1 Any notice to either party under these Conditions shall be in writing by or on behalf of the party giving it and shall, unless delivered to a party personally, be left at or sent by prepaid first class post, prepaid recorded delivery, facsimile or email to the address of the party as notified in writing from time to time.

14.2

(a) Either party may, in whole or in part, compound, waive or postpone, in its absolute discretion, any liability owed to it or right granted to it under the Contract by the other party without in any way prejudicing its rights in respect of any other liability or right so released, compounded, compromised, waived or postponed.

(b) No single or partial exercise or failure or delay in exercising any right, power or remedy by either party shall constitute a waiver by that party of, or impair or preclude any further exercise of that or any right, power or remedy arising under the Contract or otherwise.

14.3 To the extent that any provision of these Conditions is found by any court or competent authority to be invalid, unlawful or enforceable in any jurisdiction, that provision shall be deemed not to be a part of these Conditions, it shall not affect the enforceability of the remainder of these Conditions nor shall it affect the validity, lawfulness or enforceability of that provision in any other jurisdiction.

14.4 Any reference in these Conditions to any provision of a statute shall be construed to that provision as amended, re-enacted or extended at the relevant time.

14.5 The headings in these Conditions are for convenience only and shall not affect their interpretation.

15 Governing law and jurisdiction

15.1 These Conditions shall be governed by and construed in accordance with Irish law.

15.2 Each of the parties irrevocably submits for all purposes in connection with these Conditions to the exclusive jurisdiction of the courts of Ireland.