

GENERAL TERMS AND CONDITIONS OF PURCHASE

1 Formation and Content of Contract.

1.1 These Conditions shall govern and be incorporated into every Contract and shall prevail over any terms or conditions (whether or not inconsistent with these Conditions) contained or referred to in any correspondence or documentation submitted or referenced by the Vendor (in order acknowledgment or otherwise) or elsewhere implied by custom, practice or course of dealing.

1.2 The Vendor's execution and return of an acknowledgement of the Order, or the execution or commencement of design, manufacture, test, delivery, start of invoicing, lapse of 5 (five) business days without rejection or supply of any of the Goods or Services by the Vendor shall constitute acceptance of the Order by the Vendor subject to these Conditions. ABSL is not liable for any Order unless (a) it has been placed on behalf of ABSL by its duly authorised representative and (b) the Vendor confirms its acceptance of such order and these Conditions as set out in this Condition 1.2.

1.3 The Contract shall consist of and the order of precedence shall be: (i) any special conditions written or referred to on the face of the Order; (ii) these Conditions; and (iii) the technical specifications referred to on the face of the Order.

1.4 The Vendor agrees that any terms or conditions of business published or issued, or any terms or conditions of Contract or general reservations which may be printed on any correspondence or documents (other than any Special Terms and Conditions agreed between ABSL and the Vendor) shall not be applicable and that these Conditions, having been read and understood, will take precedence.

1.5 The headings in this Contract are for convenience of reference only and shall not be deemed to be part of this Contract or be taken into consideration in the interpretation or construction of this Contract.

2 DEFINITIONS

In these Conditions:

2.1 "ABSL" means ABSL Power Solutions Limited.

2.2 "ABSL Property" means any materials, component parts or equipment, which are owned by ABSL

2.3 "Articles" in these conditions means goods and/or services, including results, reports, drawings, designs, computer software, semiconductor topography, information, inventions, trade and service marks, and any other deliverables supplied by the Vendor under the Contract.

2.4 "Contract" "Order" or "Purchase Order" means any agreement issued by ABSL and accepted by the Vendor on these Terms and Conditions of Purchase and any amendment expressly agreed in writing by the parties hereto.

2.5 "Contract Price" means the price payable by ABSL to the Vendor for the Articles, inclusive of packaging, marketing, handling, freight and delivery to the address specified in the Purchase Order overleaf, insurance and any other applicable costs and charges but excluding Value Added Tax properly chargeable thereon, which shall also be paid by ABSL. The said price shall unless otherwise agreed, be firm, fixed and not subject to any adjustment whatsoever.

2.6 "Documentation and Information" means any specifications, plans, drawings, patterns or samples or any other information issued by ABSL in aid of the Contract, in any format whether written, electronic or oral.

2.7 "Information" termed in this Agreement is defined without limitation as information and technical know-how, in tangible, written, graphic, documentary, oral, electronic or other machine readable form including but not limited to (a) information of a business, planning, marketing or technical nature, sales leads, work in progress, engineering, manufacturing, service, commercial, legal, financial and personnel information relating to existing and future business, know-how, process techniques and formulae (b) models, tools, hardware, any component thereof, material samples, computer software, programs, data, information relating to any research project, future development (c) any information obtained by examination, testing or analysis of any hardware and (d) reports, specifications, designs, plans, drawings, memoranda, notes, files or analyses, information related to inventions, techniques, processes, devices, discoveries and improvements disclosed by Customer relating in any way to the subject matter of this Agreement.

2.8 "Intellectual Property Rights" means any patent, copyright, trademark, registered design or unregistered design right or other industrial or intellectual property right and all rights in any applications for the foregoing.

2.9 "Party" means ABSL or Vendor; "Parties" means ABSL and Vendor.

2.10 "Vendor" means the organization or individual named in the Purchase Order overleaf.

3 SPECIFICATION.

3.1 The Articles shall be in accordance with the agreed specification and/or as described in and required by the Documentation and Information, as the case may be, and any other requirements specified in the Contract.

3.2 In addition to this condition 3 the Vendor shall perform/provide all Articles to the highest possible industry standard.

3.3 The Articles shall conform in all respects with the requirements of any statutes, orders, regulations or laws (including any relevant British Standard or ISO Specifications) from time to time in force.

3.4 ABSL relies completely on the expertise of the vendor in performing this Contract. (i) The Vendor is and has presented itself to ABSL as an expert in the Articles. In placing this purchase order ABSL is relying completely upon the Vendor's experience, understanding and mechanisms put in place to protect against the risks to ABSL.

3.5 Vendor agrees that Vendor has been given all information necessary to assess the risk which the Vendor is taking.

4 VARIATION

4.1 No variation shall be made to these conditions or an Order except by written agreement signed by both parties.

5 SAFETY

5.1 The Vendor shall observe all applicable legal requirements in relation to health, safety and environment.

5.2 If any of the Articles to be supplied under the Order contain any hazardous substances or require any special precautions to be taken to ensure safety in handling, transport, storage or use, the Vendor shall prior to their delivery furnish to ABSL written details of the nature of those

substances and the precautions to be taken and shall ensure that before despatch appropriate instructions and warnings are clearly and prominently marked on the Articles or securely attached to them and on any containers into which they are packed. The Vendor shall provide to ABSL in writing all such data, instructions and warnings as are required to comply with all applicable legislation and shall indemnify ABSL against any and all penalties, demands, liabilities, claims, costs and expenses which may arise as a result of the Vendor's failure to do so.

6 USE OF INFORMATION

6.1 Unless otherwise expressly agreed in writing, the Intellectual Property Rights in all Documentation remain vested in ABSL. Any inventions, trademarks, patents, copyrights, design rights and other Intellectual Property Rights arising from the execution of the Order shall become the property of ABSL. The Vendor shall do all things and execute such documents (as a deed or otherwise) as may from time to time be necessary to assign such intellectual property to ABSL. All Intellectual Property Rights in respect of any information generated by the Vendor and paid for by ABSL under this Contract shall vest in ABSL also.

6.2 The Vendor undertakes to use solely for the purposes of the Contract, and to keep confidential, and not to copy or disclose to any third party, all Documentation and Information supplied by or necessary for the Contract.

6.3 At the completion of the Contract, the Vendor shall return all Documentation and Information received from ABSL under this Contract and all copies thereof as may have been made by or on behalf of the Vendor.

6.4 ABSL shall where necessary be entitled to disclose Vendor information to its affiliates, advisors, suppliers and customers or where required by law.

7 ABSL PROPERTY

7.1 Any ABSL Property issued or provided to the Vendor pursuant to this Contract shall remain the property of ABSL and shall be used only in the execution of the Contract. If, any such ABSL Property is damaged or rendered unusable or irreparable whilst in Vendor custody, the Vendor shall reimburse the repair or replacement cost to ABSL as the case may be.

7.2 Where tooling (including patterns, dies, moulds, jigs and fixtures and the like) is manufactured or acquired by the Vendor as part of the Order price, title to it shall pass to ABSL upon its creation or acquisition. The Vendor shall mark and such materials and use solely in connection with the Contract.

7.3 At the completion of the Contract, the Vendor shall return to ABSL, free of charge to ABSL, the issued ABSL Property including any unused materials or component parts in the same condition as provided by ABSL except for fair wear and tear.

8 INSPECTION

8.1 ABSL and/or its customer may inspect or arrange (and the Vendor shall ensure) for the inspection of the Articles, in course of production, at the Vendor's premises or any such place where the manufacture is performed at any reasonable time. Inspection under this Condition shall not relieve the Vendor of any of his obligations under the Contract.

8.2 The Vendor shall provide all necessary assistance, documentation and information requested by ABSL as a result of such inspection.

8.3 Should the inspection show any issue or potential issue with the Articles supplied to ABSL shall be entitled (at Vendor's sole cost) to suspend work; and/or impose new conditions; or terminate the Order.

9 PACKING, IDENTIFICATION AND DELIVERY

9.1 Each consignment must be accompanied by an Advice/Delivery Note. As a minimum this must include: order number and delivery address, in addition to as specified in the Purchase Order overleaf. All deliveries shall be DAP Incoterms 2010 ABSL premises unless otherwise agreed. The cost of delivery shall be deemed to have been included in the Contract Price.

9.2 Failure by the Vendor to incorporate the above details in the Advice/Delivery Note may result in the Articles being rejected. Any costs associated with abortive deliveries shall be borne in full by the Vendor.

9.3 For Services which involve an element of testing relevant documentation including but not limited to test data, x-rays, certificate of calibration, must be provided to ABSL and shall be deemed included in the Contract Price.

9.3 Deliveries via Goods Inwards will only be accepted Monday-Friday between 08.30-15.45.

9.4 Unless otherwise provided by the Contract all containers (including packing cases, boxes, tins, drums and wrappings) supplied by the Vendor shall be considered as non-returnable, and their cost as having been included in the Contract Price.

9.5 The Vendor shall ensure that the Articles are properly packed and secured for safe delivery to ABSL in accordance with the Contract.

9.6 The Vendor shall ensure that, prior to the delivery or transfer of any hazardous material to ABSL, the Vendor shall provide ABSL with the appropriate Material Safety Data Sheet prior to such delivery or transfer. The Vendor shall also ensure that any such hazardous material shall be packaged and delivered in compliance with all applicable regulations and condition 5.

10 TIMESCALE FOR DELIVERY

10.1 Any time or period specified in the Purchase Order overleaf for delivery, dispatch or completion shall be of the essence. In the event of any occurrence which places the delivery schedule at risk, the Vendor shall immediately notify ABSL. If the Articles are incorrectly delivered or Services incorrectly provided, the Vendor is liable for any additional expense (including but not limited to penalties for delay from ABSL customers, transport costs, cancellation fees and down-time) incurred by either party.

10.2 ABSL reserves the right (without prejudice to any other rights ABSL may have) to:

- a) reject Articles not delivered or performed on time; and/or
- b) cancel any Contract of which such Articles are the subject; and/or
- c) return and have refunded any Articles already delivered which by virtue of such rejection or cancellation are no longer of use at Vendor risk and expense for a full refund

11 PAYMENT TERMS

11.1 Payment will be made 60 (sixty) days from when a correctly rendered invoice is received provided that ABSL has accepted the Articles.

11.2 No penalties for late payment shall apply unless expressly agreed.

11.3 No deductions or set off shall be made by the Vendor.

12 RECOVERY OF SUMS DUE

12.1 Whenever under the Contract any sum of money shall be recoverable from or payable by the Vendor, the same may be deducted from any sum then due, or which at any time thereafter may become due, to the Vendor under the Contract or under any other contract with ABSL.

13 OWNERSHIP AND RISK

13.1 Without prejudice to Condition 14, property in the Articles shall pass to ABSL on arrival of the Articles at ABSL's premises at the address specified in the Purchase Order overleaf.

13.2 Risk of damage to the Articles shall pass to ABSL upon successful inspection by ABSL.

14 REJECTION AND WARRANTY CLAIMS

14.1 Regardless of any actions/inactions or indications from ABSL the Articles shall not be deemed to be accepted until ABSL has expressly notified the Vendor as such.

14.2 If required by ABSL, the Vendor shall install, commission and demonstrate that the Articles operate to the satisfaction of ABSL.

14.3 If any time from delivery/performance of the Article ABSL notifies the Vendor that Articles that do not conform to any of the requirements of the Order (including but not limited to design, materials, manufacture or workmanship or provision of services), the Vendor shall do any/all of the following at ABSL's sole option:

- Articles shall be collected by the Vendor promptly at its own cost.
- Vendor to investigate the deficiency at Vendor expense,
- replace/reform them within such time as may be stipulated by ABSL,
- purchase replacement Articles from an alternative source at the Vendor's cost or
- terminate the Order without prejudice to ABSL's other rights and remedies.

14.4 In the event that the Vendor becomes aware of data showing that defaults or non-conformances exist in Articles similar to the Articles which may adversely affect the performance or operation of the Articles, the Vendor shall immediately notify ABSL, and the provisions of this condition 14 shall apply to all such Articles.

14.5 If the Vendor fails to remedy any defect as above provided, condition 15 shall apply without prejudice to ABSL's other remedies.

15 DEFAULT

15.1 Should ABSL deem that the Vendor has breached any obligation under this Contract or the law and which has not been remedied or cannot be remedied within thirty (30) days of written notice by ABSL of such breach, ABSL may without prejudice to any remedy available to ABSL whether express or implied under the terms and conditions of this Contract or at law, by notice to the Vendor determine the Contract either as regards the Articles which have not been delivered in accordance with the Contract at the time of such determination, or as regards all Articles to which the Contract relates.

15.2 Where ABSL has determined the Contract under condition 15.1 and without prejudice as aforesaid Vendor shall refund all sums paid and ABSL may replace all or any of the Articles as respects which the contract is so determined by purchasing or manufacturing other Articles of the same or similar description, or by allocating other Articles of the same or similar description in the possession or control of ABSL to the purposes for which the Articles replaced are required, there shall be recoverable from the Vendor all liabilities, losses and expenses that would not have been payable if the Articles had been delivered in accordance with the Contract. ABSL will not seek to make such recovery in cases where the delay in executing the Contract is due to the Force Majeure conditions stipulated in condition 18 hereof.

16 BANKRUPTCY, ETC

16.1 ABSL shall have the option to determine the Contract in the event the Vendor becomes bankrupt, has a receiving or administration order made against him, or receivers or managers appointed by creditor, or a winding-up order made by the Court, without compensation to the Vendor.

17 TERMINATION FOR CONVENIENCE

17.1 In addition to ABSL's other rights of cancellation specified herein, ABSL may cancel the Purchase Order and Contract at any time by sending the Vendor a notice of termination. The Vendor will comply with any instructions that ABSL may issue with regard to the Articles. If the Vendor submits a termination claim, then ABSL will pay to the Vendor the cost of any commitments, liabilities or expenditure which in ABSL's reasonable opinion were an unavoidable consequence of this Contract at the time of termination subject to the Vendor taking all reasonable steps to minimise its losses and subject to reasonable proof being provided. The total of all payments made or due to the Vendor under this Contract, including any termination payment, shall not exceed the Contract Price. If the Vendor fails to submit a termination claim within 1 (one) month of the date of ABSL's notice of termination, then ABSL shall have no further liability under the Contract.

17.2 ABSL may notify the Vendor that Articles delivered are surplus to requirements. ABSL has the right to return such Articles to the Vendor for a full refund at any time.

18. FORCE MAJEURE

18.1 If, by reason of any acts of nature, war, hostilities, act of God, civil disturbance, acts of terrorism, fire, explosion or severe flooding, industrial or governmental action outside the reasonable control of either Party (each, a "Force Majeure"), a Party becomes unable to meet its obligations under this Agreement, such Party shall, immediately upon becoming aware of such delay, give the other Party notice in writing requesting an extension of time in order to fulfil its obligations to the other Party.

18.2 Once both Parties have determined that the failure to meet obligations is indeed due to the Force Majeure circumstances, ABSL shall at its sole option (i) agree to a reasonable extension of time for the affected Party to fulfil its obligations; or (ii) have Vendor source the Article from a accredited party to the same standard of work as agreed herein; or (iii) terminate the order with no further liability. The affected Party shall not be entitled to any extension of time unless the affected Party shall have used all reasonable endeavours to prevent and minimise any such delay and to do all that may be reasonably required to proceed with the supply of the Articles.

19 INFRINGEMENT OF PATENTS

19.1 With the exception of Articles made to ABSL's sole design, the Vendor warrants that neither the Articles nor ABSL's (or its customers or third parties) use of them will infringe any patent, registered design, trade mark, copyright or other protected right, and hereby indemnifies ABSL and ABSL's affiliates against all actions, claims, demands, costs, charges and expenses arising from or incurred by reason of any infringement or alleged infringement of any such right.

20 TRANSFER AND SUB-LETTING

20.1 The Vendor shall not give, bargain, sell, assign, sub-contract, or otherwise dispose of the Contract or any part thereof without the previous consent in writing of ABSL.

20.2 ABSL shall be entitled at any time to assign in whole or part any of its rights or responsibilities under a Contract.

21 COMPLIANCE WITH EXPORT REGULATIONS

21.1 The Vendor shall comply with import/export laws, licences and regulations of any applicable country or jurisdiction. The Vendor agrees that it will not transfer any export controlled item, data or service, including transfer to foreign persons, without the authority of an Export Licence or applicable licence exception. Unless otherwise instructed by ABSL, the Vendor shall obtain any necessary or required export licences and/or authorisations promptly.

21.2 The Vendor shall obtain a copy and complete ABSL's Certificate of Export Control Classification prior to Articles delivery. The Vendor shall reissue this form immediately on any change in the Articles classification and in any case notify ABSL immediately of any potential change in classification. This obligation shall remain in effect for the life of the use of the Article.

21.3 Failure by the Vendor to comply with this condition 21 shall be a breach of this Contract and without prejudice to the other remedies set out herein shall entitle ABSL to require the Vendor to perform all acts necessary to licence an Article, communicate with relevant authorities, redesign/workaround the issue and/or compensate ABSL for time lost.

22 LIABILITY FOR ACCIDENTS AND DAMAGE

22.1 Nothing contained herein shall contradict applicable law. ABSL does not exclude its liability for fraud or personal injury/death as a result of ABSL's negligence to the extent that such applicable law excludes as such.

22.2 The Vendor shall indemnify hold harmless and defend ABSL, its directors, agents, employees, subsidiaries, associated companies and assigns in respect of all loss, liability and cost directly or indirectly arising from:

(a) all loss or damage to property and all penalties, demands, liabilities, claims and expenses (including, without limitation, reasonable legal expenses) in connection therewith caused by the acts or omissions of the Vendor, its sub-contractors, employees and agents; and

(b) liability for death and personal injury and all claims and expenses in connection therewith (including, without limitation, reasonable legal expenses) occasioned by or arising out of any act or omission or violation of law of the Vendor or his servants, agents or subcontractors in connection with the execution or purported execution of the Contract.

(c) any and all consequential, incidental and punitive damages resulting from the above.

22.3 ABSL hereby notifies the Vendor that the Articles may be intended for a third party once incorporated into ABSL work. Such third party may suffer damage should the Articles be otherwise than in accordance with this agreement.

22.4 ABSL shall under no circumstances be liable for any property damage to a Vendor's premises or goods howsoever caused unless expressly agreed in writing and signed by ABSL's Director.

22.5 ABSL's liability to the Vendor under or in connection with this Contract shall be limited to all sums paid under the relevant order howsoever such liability arises.

22.6 The Vendor shall at all times insure and keep itself insured with a reputable insurance company against all insurable liabilities under the Contract and in respect of the Goods and Services and shall, on the ABSL's request, provide a copy of such insurance policies and, if the ABSL so requests, from time to time amend the terms of coverage to the ABSL's satisfaction. The Vendor shall provide all facilities, assistance and advice requested by ABSL or the ABSL's insurers for the purpose of contesting or dealing with any action, claim or matter arising out of the Vendor's performance or non-performance of the Contract.

22.7 The rights and remedies of ABSL provided in these Conditions are cumulative and are not exclusive of any rights or remedies provided at law or in equity.

22.8 NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL ABSL'S CUMULATIVE LIABILITY TO THE VENDOR FOR ALL CLAIMS, LIABILITIES, LOSSES, DAMAGES, COSTS AND EXPENSES RELATING TO A PURCHASE EXCEED THE AMOUNT OF THE PURCHASE ORDER LESS ANY AMOUNTS ALREADY PAID. ABSL SHALL NOT BE LIABLE TO THE VENDOR FOR ANY LOST PROFIT, LOSS OF BUSINESS, LOSS OF GOODWILL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

23 COMPLIANCE WITH THE LAW

The Vendor shall comply with all applicable laws, rules, regulations, standards and other governmental requirements in connection with the performance of its obligations under any PO including but not limited to The Bribery Act 2010.

The Parties agree, where European personal data is involved, to abide by the General Data Protection Regulation (GDPR). If the GDPR is applicable, this Agreement shall be automatically modified and subject to the GDPR Data Protection Addendum (located at <http://terms.enersys.com>) whether such addendum is executed separately by the Parties or not.

24 LAW

24.1 The Contract shall be considered as a contract made in England and subject to English Law and the exclusive jurisdiction of the Courts of England.

25 SEVERIBILITY

If any provision of any PO or these terms, or any portion thereof, is held invalid or unenforceable by any court of competent jurisdiction, the other remaining provisions will remain in full force and effect. Any provision of any PO or these terms is held invalid or unenforceable only in part will remain in full force and effect to the extent not held invalid or unenforceable and the parties shall in good faith aim to give effect to the severed part.

26 WAIVER

Neither the failure nor any delay by Buyer in exercising any right, power or privilege under these terms or any PO, will operate as a waiver of any such right, power or privilege, and no partial exercise of any such right, power or privilege will preclude further exercise of such right, power or privilege.