

## GENERAL TERMS AND CONDITIONS OF SUPPLY

1	INCORPORATION	1.1	<b>These terms shall govern and be incorporated into every arrangement between us, and shall prevail over any terms and conditions (whether inconsistent or not inconsistent with these Conditions) contained or referred to in any correspondence, Order, documentation submitted by the Customer or elsewhere or implied by customer, practice or course of dealing.</b>
		1.2	Any quotation is given by ABSL on the basis that it shall not constitute an offer and that ABSL reserves the right to withdraw or revise a quotation at any time before unconditional acceptance of an Order.
		1.3	Each Order shall be deemed to be an offer by the Customer to purchase Products subject to these Conditions open to ABSL acceptance or rejection. Such acceptance or rejection shall be valid in writing only.
		1.4	In the event of any conflict between the terms contained herein, the order of prevalence shall be: a) any Special Conditions specified and agreed in writing; b) these General Terms and Conditions of Supply
2	DEFINITIONS	2.1	"ABSL" means ABSL Power Solutions Ltd, company number 02840892, registered at F4 Culham Science Centre, Abingdon, Oxfordshire, OX14 3ED, United Kingdom.
		2.2	"Confidential Information" or "Proprietary 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.
		2.3	"Customer" means the third party to whom ABSL supplies or is to supply Products and/or Services pursuant to the Contract;
		2.4	"Intellectual Property" shall mean technical information including without limitation patents, trade marks, drawings, service marks, trade names, designs, design rights, copyrights, copyright material (including computer software) moral rights, renewal rights, reversionary rights, rights relating to confidential information or know-how and any other intellectual property rights, applications for the grant of any such rights, and all analogous or similar rights or forms of protection anywhere in the world, all whether registered or unregistered.
		2.5	"Order" shall mean any purchase order or similar agreement issued by the Customer and accepted by ABSL.
		2.6	"Party" shall mean either ABSL or the Customer.
		2.7	"Parties" shall mean ABSL and the Customer.
		2.8	"Products" shall mean deliverable hardware and/or documentation under this Agreement which may include but which is not limited to any battery product or battery related product.
		2.9	"Services" shall mean any activities provided by ABSL to the Customer under this Agreement, including but not limited to consultancy services, hardware maintenance services, and as may be more particularly described in a Specification.
		2.10	"Specification" means technical or descriptive specifications of functional, operational, performance or other characteristics required of a Service or Product.
		2.11	Words in the singular shall also include the plural and vice versa where the context requires.
		2.12	The headings in this Agreement are for convenience of reference only and shall not be deemed to be part of this Agreement or be taken into consideration in the interpretation or construction of this Agreement.
3	ENTIRE AGREEMENT	3.1	This Agreement sets forth the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof, and supersedes all prior discussions, agreements, representations and understandings between them.
4	PAYMENT	4.1	All sums stated to be payable by the Customer shall unless specifically stated otherwise exclude any Value Added Tax, sales tax or similar, and any taxes, duties or imports chargeable thereon by any Government, Local Government or statutory body and such taxes, duties and imports if payable shall be borne by the Customer.
		4.2	Unless otherwise agreed in the Contract, ABSL may invoice the Buyer for the Products and Services at any time after performance.
		4.3	The Customer shall pay in Sterling (or such other currency as may be agreed) the charges made by ABSL in respect of the Products within thirty (30) days of the submission of any invoice by ABSL. Time for payment is of the essence.
		4.4	ABSL reserves the right to alter the price to reflect any change in any law or regulation which comes into force after the date of an agreed price or to reflect changes in the price of raw materials, labour, transport, taxes or duties.
		4.5	The Products supplied by ABSL shall be stored separately until used and shall not be sold or transferred to any third party until payment has been made to ABSL in full.
		4.6	Without prejudice to any other rights under this Agreement or at law, if the Customer fails to make any payment under this Contract on the due date then (without prejudice to its other rights and remedies) ABSL may stop work until full payment is made. ABSL may also charge the Customer interest (on the amount unpaid) at the annual rate of 4% above HSBC Bank plc's base rate from time to time until payment is made in full.
		4.7	Any costs incurred by ABSL as a result of the Customer's failure to pay on time shall be reimbursed by the Customer. The schedule (where applicable) shall be adjusted accordingly. ABSL shall at its discretion and at any time have a right to set

			off any payments due from the Customer under this Agreement.
		4.8	In the event that any additional costs are incurred by ABSL as a result of any act or omission on the part of the Customer, its employees, representatives or agents, ABSL shall be fully entitled to charge the Customer for such additional costs and the Customer expressly agrees to pay those additional costs.
		4.9	The Customer shall make all payments due under this Contract without any deduction whether by way of set-off, or counterclaim.
5	CHANGES	5.1	Neither Party shall make any amendment to the terms of this agreement or scope of work without the consent of the other Party in writing. Should the Customer require to cancel any work Clause 16 (Termination) shall apply. Any change that causes ABSL additional cost or risk shall be charged to the Customer, including but not limited to: change in place/date/time/method of delivery, provision of work with/on customer property, testing, meetings, documentation, change in capacity/use/materials.
		5.2	No work shall start under this contract or on any change until it is fully agreed and signed by both Parties.
		5.3	ABSL shall not be obliged to agree any change proposed by the Customer.
6	DELIVERY	6.1	Any dates specified by ABSL for delivery of the Products/Services are approximate only and are not of the essence and may not be made of the essence by service of notice by the Customer. If no delivery dates are specified, delivery will take place within a reasonable time.
		6.2	ABSL accepts no liability for failure to deliver on or by a particular date or dates and they will not be liable for any loss including but not limited to loss of profit, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Products/Services (even if caused by ABSL's negligence).
		6.3	The price for the Products is given on an ex-works Incoterms 2010 ABSL, Culham basis unless otherwise agreed. Where delivery takes place other than at ABSL's premises the Customer shall pay ABSL's charges for transport, packaging, loading, unloading and any other costs arising from the transportation of the Products from ABSL's premises. ABSL takes no responsibility and makes no guarantee of mode of shipment.
		6.4	The Products shall be deemed delivered on physical transfer at ABSL premises or at such other place as is agreed. On no account will delivery be deemed upon successful completion of any acceptance procedure. The Services shall be deemed delivered upon performance.
		6.5	The Customer acknowledges and understands that the Customer will pay any and all additional costs once the Products have been delivered to the carrier, including at the port of destination and pay any and all costs relating to import formalities including duties, taxes and other charges including transshipment.
		6.6	Risk of damage to or loss of Products shall pass to the Customer upon dispatch or the agreed date of delivery if the Products are still in ABSL's possession through no fault by ABSL.
		6.7	Risk of damage to or loss of Customer Products shall pass to ABSL whilst in ABSL's custody unless caused through proper use or by a representative of the Customer. Any damage to ABSL property or delays by such Customer Products shall be accommodated under Clause 5.
		6.8	For the avoidance of doubt, the Customer is fully responsible for any and all insurance requirements and ABSL has no liability or responsibility to the Customer for meeting any insurance cover requirements for delivery of the Products.
7	ACCEPTANCE	7.1	It is expressly agreed and acknowledged that title in the Products or Services shall only pass upon receipt of full payment by ABSL. All Products and Services supplied by ABSL are subject to ABSL's full and unconditional retention of title until full and final payment of all monies owed / all sums due to ABSL are paid by the Customer under any Contract / agreement whatsoever between ABSL and the Customer.
		7.2	Products shall be deemed to be accepted by the Customer thirty (30) calendar days from dispatch unless notification of a deficiency is given with that time period. Any act including but not limited to use of the Product by the Customer of the Products within this period other than to perform industry standard unit level acceptance test procedures or transfer of the Product off Customer's site shall be deemed to be immediate unconditional acceptance of the Products. Services shall be deemed accepted upon completion. On no account will acceptance be delayed due to the Customer's delay in closing action items.
		7.3	Products/Services delivered to and accepted by the Customer are not returnable (except under the terms of any applicable warranty contained herein). ABSL shall be entitled to recover payment for the Products/Services notwithstanding that ownership of any of the Products has not passed from ABSL.
8	STORAGE	8.1	ABSL does not provide storage of any Product or Customer items unless by express agreement of both Parties. Such storage shall be subject to conditions and reasonable remuneration.
9	USE	9.1	The Customer shall only use the Products supplied for the purposes detailed in this Agreement and which has been fully disclosed to ABSL in advance of design and manufacture. The Customer expressly agrees to make full disclosure to ABSL of any specific requirements and all material facts related to the design, manufacture, use and application of the Products. In the event that the Customer fails to make any such full disclosure or makes such disclosure too late, the Customer shall fully indemnify and hold harmless ABSL from any damages, costs incurred by ABSL or that a third party/the Customer may incur (including any and all legal fees (solicitor / attorney) and costs). ABSL does not guarantee fitness for a purpose not made known to ABSL in a timely manner and clause 5 (Changes) shall apply if as a result Government authorisation or export licence is unobtainable.
		9.2	The Customer shall not dismantle the Products or re-sell or transfer any component parts thereof individually to third parties.
10	EXPORT/IMPORT CONTROL	10.1	All Products and / or Services supplied under this Agreement are subject to any necessary export procedures of the United Kingdom Government and any export / import laws and procedures of any other relevant country.
		10.2	The Customer expressly agrees and acknowledges that the Customer shall be fully and unconditionally responsible for obtaining and paying costs of all import licenses and authorisations and carrying out all import formalities. In the event of any failure to obtain any such import licenses and / or authorisations, it is expressly acknowledged and agreed that ABSL shall have no liability to the Customer. In the event of any failure to obtain any required import licenses and / or authorisations, the Customer shall at all times continue to be liable to ABSL for the payment of the total agreed price.
		10.3	ABSL shall have no liability to the Customer (including but not limited to responsibility to the Customer to deliver the Products or provide any services) and in the event that any of the following events arise Clause 23 shall apply:

		<p>a) should the Customer fail to provide (or provide too late) any information required to meet any export / import procedures of any relevant country; or</p> <p>b) should the Customer fail to provide (or provide too late) any information required by ABSL in order that the export licence application may be processed by the U.K. Government Department of Trade and Industry or such other foreign export authority as may be necessary; or</p> <p>c) should the Customer fail to provide (or provide too late) any required End User Undertaking or other Undertaking as required by ABSL or any UK Government Department body including but not limited to the Department of Trade and Industry; or</p> <p>d) should the export licence application be rejected by any U.K. Government Department or such other foreign export authority including but not limited to the Department of Trade and Industry other than through the fault of negligence of ABSL; or</p> <p>e) should the export licence be issued but be subsequently revoked by any U.K. Government Department including but not limited to the Department of Trade and Industry or such other foreign export authority other than through the fault of negligence of ABSL.</p>
		10.4 The Customer expressly acknowledges and agrees that the Customer shall not sell, transfer, lease or otherwise dispose of the Products and / or Services (including any technical information provided by ABSL) in any manner which is contrary to the laws of the United Kingdom or that of any other relevant country.
		10.5 In the event that the Customer breaches any such obligations as detailed in clause 10 to this Agreement, the Customer acknowledges and agrees that the Customer shall indemnify and hold harmless ABSL from any and all liabilities, fines, penalties, costs (including but not limited to legal costs) for any such breach of the aforementioned clauses and any breaches or violations of any UK laws; and / or UK Export Control Requirements; and / or UN Sanctions.
11	MEETINGS	11.1 The project milestone meetings set out in ABSL's proposal shall be the only meetings. Any additional meetings called by the Customer that are not due to a default/potential default of ABSL shall be for the account of the Customer. This shall include all costs and staff time handled under the changes procedure in Clause 5.
12	ITEMS PRODUCED/ PURCHASED UNDER THE CONTRACT	12.1 Any surplus materials or components bought under the Contract but which are not deliverable shall be the property of ABSL and not subject to any delivery obligations.
13	INSPECTION	13.1 The Customer expressly agrees that no right of inspection or audit is granted by these terms. Any site visit shall be upon ABSL's agreement, the denial of which shall not be a breach of this agreement.
14	WARRANTY	<p>14.1 ABSL will, free of charge, within a period of 12 months from the date of delivery of the Products or performance of Services which are proven to the reasonable satisfaction of ABSL to not comply with agreed Specification due to significant defects in material, or workmanship or design (other than a design made, furnished or specified by the Customer), repair, or at its option replace, such Products or re-perform such Services PROVIDED ALWAYS THAT:</p> <p>a) the defective Products are returned to ABSL at the Customer's risk;</p> <p>b) the Products have not been altered in any way whatsoever;</p> <p>c) the Products have not been subject to misuse or unauthorised repair;</p> <p>d) a handling log book has been maintained and made available to ABSL;</p> <p>e) the Products have been properly installed and connected;</p> <p>f) any instructions as to storage, handling or use of the Products have been complied with in all respects;</p> <p>g) any maintenance requirements relating to the Products have been complied with in all respects; or</p> <p>h) the Customer has notified ABSL of any defect or suspected defect within fourteen (14) days of the delivery where the defect should be apparent on reasonable inspection, or within fourteen (14) days of the same coming to the knowledge of the Customer where the defect is not one which should be apparent on reasonable inspection, and in any event within twelve (12) months from the date of delivery or performance.</p> <p>14.2 ABSL's obligations under Clause 14.1 in respect of Products for deployment on spacecraft shall terminate on launch thereof if such launch occurs during the period of the twelve months specified in Clause 14.1.</p> <p>14.3 ABSL will refund to the Customer the cost of carriage on the return of any such defective or damaged Products, and will deliver any repaired or replacement Products to the Customer at ABSL's own expense. The Customer shall be responsible for any dismantling, re-installation and re-testing work in connection with the arrangements specified in this Clause 14.</p> <p>14.4 Any Products, which have been replaced, will belong to ABSL. Any repaired or replacement Products will be liable to repair or replacement under the terms specified in clause 14.1 for the unexpired portion of the twelve (12) month period from the original date of delivery of the replaced Products.</p> <p>14.5 Risk shall pass to ABSL upon re-delivery to ABSL premises and return to the Customer upon return to its premises.</p> <p>14.6 In the event that any Product(s) returned to ABSL under these warranty provisions are determined by ABSL to be non-warranty returns, the Customer fully acknowledges and agrees that the Customer shall be fully liable for any and all costs (including business costs, time and labour) incurred by ABSL (including any and all such costs ABSL is obligated to incur as a result of the return of the Product(s) to ABSL). Said costs shall include but not be limited to the following: investigation costs, labour costs, purchase or hire of any required equipment, disposal costs, return of any Product(s) to the Customer.</p> <p>14.7 ABSL's guarantee shall not extend to compensation for damage resulting from the use of Products covered by the contract after acceptance. Consequently, the Customer shall have no claim against ABSL for damage suffered by it and shall indemnify ABSL in respect of any claim for damage to third parties.</p> <p>14.8 <b>All other warranties are excluded including without limitation express or implied warranties of merchantability and fitness for purpose and any implied warranties arising from the course of dealing, usage or trade, or course of performance. No representative of ABSL has any authority to bind ABSL to any affirmation, representation, or warranty concerning the products other than as is stated herein or on any special conditions signed by both parties.</b></p>

15	INTELLECTUAL PROPERTY & PROPRIETARY INFORMATION	15.1	Subject to the rights of any third party a) all Intellectual Property owned and / or operated by ABSL (including without limitation all Intellectual Property created, to be created as a result of any Product produced or Service provided in accordance with this Agreement or in existence) shall unconditionally remain the property of ABSL and no licences to, or rights of use of, the said Intellectual Property (beyond 15.2 below) are created by this Agreement or are granted without the express written consent of ABSL; and b) all drawings, designs, models, tools, tooling, jigs, hardware, fittings, material samples, including but not limited to all components thereof, processes and technical know-how provided hereunder are the property of ABSL and no rights therein are transferred as a result of this Agreement; for the avoidance of doubt, no rights or licenses are created by this Agreement.
		15.2	ABSL hereby grants the customer a non-exclusive, revocable, world-wide licence to use ABSL Intellectual Property for the purpose of using, handling and storing the Products/Services.
		15.3	Any third party Intellectual Property Rights belong to that third party and no rights or licenses to that third party Intellectual Property Rights are created by this Agreement.
		15.4	ABSL makes no warranty or representation that the use of the Products will not infringe the rights of third parties but, if at any time prior to the delivery of the Products hereunder, any of ABSL's employees become aware of any apparent infringement, ABSL will inform the Customer.
16	TERMINATION FOR CONVIENCE	16.1	Upon any Order being acknowledged in accordance with these terms and conditions, the Customer fully acknowledges and understands that ABSL may incur cost and expense in connection therewith. As such, the Customer acknowledges and agrees that it may not cancel, vary or amend any Order placed with ABSL (other than as identified in this Clause 16 or 17).
		16.2	In any case, the Customer shall be deemed to have cancelled an Order under this Clause 16 should after ABSL having given due notice; (a) the Customer breaches any provision of this Agreement; (b) the Customer has a bankruptcy order made against him or makes an arrangement or composition with his creditors or otherwise takes the benefit of any laws for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal) or enters into liquidation (whether voluntary or compulsory), except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver, manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for the winding-up of the Customer or for the granting of an administrative order in respect of the Customer or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer.
		16.3	In the event that the Customer requires to cancel any Order, it is fully acknowledged and understood by the Parties that this shall require ABSL's express written agreement. The Customer acknowledges and agrees that ABSL may have incurred costs and / or expenses (including business costs) or be contractually obligated to incur costs and / or expenses (including business costs) up to and beyond the date of any requested cancellation. Should the Customer request cancellation of any Order, and subject to ABSL's express written agreement (which the Parties understand and acknowledge that ABSL has no obligation to grant), and without prejudice to any rights held elsewhere in this agreement or at law, the Customer expressly agrees to fully pay ABSL for any such costs and / or expenses (including but not limited to business costs) and to pay ABSL for any and all work and services performed to the date of any agreed cancellation. The Customer shall further indemnify ABSL against such part of any loss of profit as is attributable to the cancellation of the contract.
17	TERMINATION FOR FAILURE	17.1	Any delay or failure by Customer to perform obligations/assist will result in a corresponding delay in ABSL performance. Customer shall be responsible for all costs or detriment caused.
		17.2	If, ABSL is unable for any reason to fulfil any delivery / performance on the specified date, ABSL will be deemed not to be in breach of this Agreement, nor (for the avoidance of doubt) will ABSL have any liability to the Customer for direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss) howsoever caused (including as a result of negligence) by any delay or failure in delivery / performance except as set out in this clause.
		17.3	Any delay in delivery / performance will not entitle the Customer to cancel the Order or any part thereof unless and until the Customer has given forty (40) days' written notice to ABSL requiring the delivery / performance to be made and ABSL has not fulfilled the delivery / performance or commenced delivery or commenced performance within that period.
		17.4	Notwithstanding anything to the contrary contained herein, in such an event: a) ABSL will refund to the Customer any sums which the Customer has paid to ABSL in respect of that Order or part of the Order which has been cancelled and not otherwise shipped or performed prior to the expiration of the said forty (40) day notice period; and b) the Customer will be under no liability to make any further payments under Clause 4 in respect of that Order or part of the Order, which has been cancelled, provided that ABSL has not otherwise performed all or part of such delivery of Products or the performance of Services or commenced performance of delivery of Products or performance of Services prior to the expiration of the said forty (40) day notice period.
		17.5	The remedies contained in this clause 17 shall be the Customers sole remedies for termination for failure.
18	GENERAL RIGHT TO TERMINATE	18.1	ABSL shall have the right to terminate an Order at any time. If not due to the Customer breach (in accordance with Clause 17) ABSL shall refund any sums paid by the Customer in accordance with Clause 17.5. This shall be the Customers sole recourse in contract or at law.
19	LIABILITY	19.1	<b>In the event of any breach of ABSL's express obligations under Clauses 7 and 17, the remedies of the Customer will be limited to damages.</b>
		19.2	<b>ABSL does not exclude its liability (if any) to the Customer to the extent not permitted under applicable law:</b> (a) for personal injury or death resulting from ABSL's negligence; (b) for any matter which it would be illegal for ABSL to exclude or to attempt to exclude its liability for; or (c) for fraud.

		19.3	ABSL's total liability (inclusive of any liability under Clauses 7 and 17) for any breach of its contractual obligations under this Agreement or for any representation, statement or tortious act or omission, including negligence, arising under or in connection with the Agreement shall not exceed the value of sums paid or GBP 1,000,000 (one million GBP) whichever is the lower.
		19.4	<p>Except as provided in Clause 19.2 or as expressly set out in these terms, ABSL will be under no liability to the Customer whatsoever (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) for any injury, death, damage or direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss) even if such loss was reasonably foreseeable or ABSL had been advised of the possibility of the Customer incurring the same howsoever caused arising out of or in connection with:</p> <ul style="list-style-type: none"> <li>a) any of the Products, or the manufacture or sale or supply, or failure or delay in supply, of the Products by ABSL or on the part of ABSL's employees, agents or sub-contractors;</li> <li>b) any of the Services, or the performance of the Services, or failure or delay in the performance, of the Services by ABSL or on the part of ABSL's employees, agents or sub-contractors;</li> <li>c) any breach by ABSL of any of the express or implied terms of the Agreement;</li> <li>d) any use made or resale by the Customer of any of the Products, or of any product incorporating any of the Products;</li> <li>e) any statement made or not made, or advice given or not given, by or on behalf of ABSL;</li> <li>f) any damage caused to Customer property (or third party property supplier by Customer) howsoever arising.</li> </ul>
		19.5	The remedies set out herein are the sole remedies of the Customer. ABSL excludes to the fullest extent permissible in law, all conditions, warranties and stipulations, express (other than those set out in the Agreement) or implied, statutory, customary or otherwise which, but for such exclusion, would or might subsist in favour of the Customer.
		19.6	Each of ABSL's affiliates, employees, agents and sub-contractors may rely upon and enforce the exclusions and restrictions of liability in that person's own name and for that person's own benefit, as if the words "its employees, agents and sub-contractors" followed the word ABSL wherever it appears.
		19.7	The Parties each confirm that all the exclusions and limitations of liability set out in this Agreement are fair and reasonable having regard to all relevant circumstances including the resources of ABSL; the availability of insurance to ABSL; the strength of the bargaining position of the Parties; any inducement to ABSL to accept the exclusions and limitations; the Customer's knowledge of the existence and extent of the exclusions and limitations; and whether the Services were provided to the special order of the Customer.
		19.8	The Customer shall indemnify ABSL against all liability, actions, proceedings, costs, claims, damages or demands in any way connected with this Contract brought or threatened to be brought against the Seller by any third party, except to the extent ABSL is liable to the Customer in accordance with these Conditions.
		19.9	<b>On termination of this Agreement (for whatever reason), this Clause 19 will remain in effect.</b>
20	PUBLICITY	20.1	Either Party shall have the right to make general references to the work performed hereunder in press releases or promotional materials, but neither Party shall include therein any detailed information concerning the work or any confidential or proprietary information without the written consent of the other, which consent shall not be unreasonably withheld.
21	CONFIDENTIALITY	21.1	Following the date of acceptance of this offer, each Party shall take all reasonable measures to keep confidential all information which is received from the other Party under this Agreement and which is specified by the disclosing Party to be confidential at the time of disclosure or which may come to one Party's knowledge or is disclosed to it as a result of visiting the premises of the other Party.
		21.2	This obligation shall not apply to information which either at the time of disclosure or after disclosure is published or generally available to the public other than through a breach hereof or information already in the receiving Party's possession at the time of receipt and which was not acquired directly or indirectly from the disclosing Party or information acquired by the receiving Party in good faith from a third party.
		21.3	ABSL and the Customer expressly acknowledge and agree that no licences or rights of use are granted to said Confidential and/ or Proprietary Information without the express written consent of ABSL.
		21.4	The obligations contained in this Clause 21 are in addition to the terms and conditions of any Non Disclosure Agreement or Confidentiality Agreement between the Parties. In the event of any conflict between the terms herein and the terms of any such Non Disclosure Agreement or Confidentiality Agreement between the Parties, the terms of such Non Disclosure Agreement or Confidentiality Agreement between the Parties shall prevail.
		21.5	In accordance with Clause 15.1 ABSL shall be entitled to disclose all information generated under the programme to any third party including test data and designs.
22	ASSIGNMENT	22.1	ABSL may assign, license or sub-contract all or any part of its rights or obligations under this Contract without the Customer's consent.
		22.2	This Contract is personal to the Customer who may not assign, license or sub-contract all or any of its rights or obligations under the Contract without ABSL's prior written consent.
23	FORCE MAJEURE	23.1	ABSL shall not be liable in any circumstances for any failure whatsoever to perform any of its obligations hereunder where such failure is due to any cause beyond its reasonable control (including without limitations, any act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, acts of any Government or Authority including (but not limited to) refusal and / or revocation of any licence (including export / import licence), fire explosion, earthquake, lightning, storm, hurricane, accident, failure of public services, absence of transport facilities, flooding or severe flooding, breakdown of machinery, default of suppliers or sub-contractors (including but not limited to any Force Majeure occurrence as detailed herein), difficulty or increased expense in obtaining workmen, materials, Products, component parts or raw materials in connection with the performance of this Agreement, theft or malicious damage, labour disputes or strike lockout or other industrial action).
		23.2	The Customer shall pay the price for all items complete.

24	SEVERABILITY	24.1	Any provision of this Agreement prohibited by, or unenforceable under, applicable law shall be ineffective to the extent of such prohibition and shall be replaced by an enforceable provision to the same or nearest possible equivalent effect. Notwithstanding the forgoing, the other provisions hereof shall continue in effect unless the ineffectiveness of any provision shall substantially alter the nature of the relationships between the Parties as contemplated herein.
25	EXERCISING OF RIGHTS	25.1	The failure by ABSL to exercise or delay in exercising a right or remedy under this Agreement shall not constitute a waiver of the right or remedy or any other right or remedy available to ABSL under this Agreement. It is also expressly acknowledged and agreed by the Customer that any exercise or partial exercise of any right or remedy under this agreement shall not prohibit or prevent ABSL from exercising that same right or remedy or any other right or remedy in the future.
26	LEGAL NOTICE	26.1	Any legal notice shall be delivered or sent by facsimile and recorded delivery notice (or by courier service) to the facsimile number and address detailed in this Agreement (or such other address or facsimile number as may have been notified in writing). Any such notice shall be deemed to have been delivered upon the expiration of forty eight (48) hours after posting and in the case of facsimile transmission upon expiry of twelve (12) hours after dispatch.
27	LAW	27.1	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 <a href="http://terms.enersys.com">http://terms.enersys.com</a> ) whether such addendum is executed separately by the Parties or not.
		27.2	Acceptance of this Quotation or the placement of an Order in reliance of this quotation by, or on behalf of the Customer constitutes an Agreement made in England and subject to the exclusive laws and jurisdiction of the Courts of England.
		24.3	With the exception of Clause 19.6, a person who is not party to the Contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of such Contract. This condition does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
		27.4	ABSL and the Customer expressly agree and acknowledge that the Courts of England shall have exclusive jurisdiction over this Agreement and any dispute arising from this Agreement (including but not limited to the supply of Products in accordance with this Agreement).
		27.5	The language of all documents and any proceedings shall be English