

TERMS AND CONDITIONS OF PURCHASE

1 DEFINITIONS AND INTERPRETATION

1.1 In these Conditions the following words and expressions shall have the following meanings:

"Affiliate" means, in relation to a Party, any entity that controls, is controlled by, or is under common control with that Party, where "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of another entity, whether through ownership of shares, voting rights, contract or otherwise, and "controlling" and "controlled" shall be construed accordingly.

"Company" means GNB Industrial Power (UK) Limited (company number 02375355) whose registered office is at Mansell House, Aspinall Close, Middlebrook, Horwich, Bolton, BL6 6QQ, United Kingdom;

"Conditions" means these terms and conditions of purchase as may be amended by the Company from time to time and which shall apply to all Contracts for acquisition by the Company of Goods;

"Contract" means a legally binding contract between the Company and the Supplier for the purchase of the Goods ordered under a Purchase Order and accepted by the Supplier in accordance with Clause 3 subject to these Conditions;

"Delivery Date" means the delivery date agreed between the Parties or if no delivery date is agreed, then within a reasonable time from acceptance of the Purchase Order by the Supplier in accordance with Clause 3;

"Force Majeure Event" means any event affecting the performance of any provision of the Contract arising from or attributable to acts, events, omissions or accidents which are beyond the reasonable control of a Party including, but without limitation, any abnormally inclement weather, flood, lightning, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, unavailability or shortage of raw materials, failure or shortage of power supplies, traffic, road accident, delay of a third party carrier, breakdown of plant and/or machinery, war, military operations, riot, crowd disorder, strike, labour dispute, terrorist action, civil commotion and any legislation, regulation, ruling or omissions (including failure to grant any necessary permissions) of any relevant government, court or authority;

"Goods" means the goods, materials, or services to be supplied to the Company by the Supplier pursuant to the Contract, as set out in the Specification;

"Intellectual Property Rights" means any patents, trade marks, service marks, registered designs, database rights, applications for any of the foregoing, copyright, unregistered design rights know how and any other similar protected rights in any other country;

"Party" means either the Company or the Supplier as applicable, together being the **"Parties"**;

"Purchase Order" means the Company's written order to purchase the Goods and shall incorporate these Conditions;

"Specification" means the description or specification for the Goods agreed in writing by the Parties, including any statements of work, descriptions or other documents attached to, or referred to in the Purchase Order.

"Supplier" means a person, firm, company, or other legal entity who or which agrees to sell Goods to the Company; and

"Supplier Staff" means all persons employed and/or engaged by the Supplier to perform the Supplier's obligations under the Contract, including but not limited to directors, officers, employees, and agency workers and those of its sub-contractors, agents, representatives, and advisers.

1.2 The relevant Purchase Order, these Conditions and the Specification shall constitute the entire Contract between the Company and the Supplier in respect of the Goods.

1.3 The Goods shall be sold and supplied by the Supplier to the Company on these Conditions which supersede and cancel any previous terms and conditions contained in or on any standard letter, estimate, quotation offer, or other similar document issued by the Supplier (whatever their respective dates) unless it is specifically agreed to the contrary in writing by a duly authorised representative of the Company.

1.4 For the avoidance of doubt any standard terms and conditions of the Supplier are specifically excluded by the Parties and the Supplier specifically waives any provisions which may be deemed to be incorporated despite the stated intention of the Parties.

1.5 In the event of any conflict between these Conditions and the terms of the Purchase Order, the wording on the face of the Purchase Order will prevail.

2 PURCHASE ORDER

2.1 No Goods shall be supplied to the Company unless they are the subject of a Purchase Order.

3 ACCEPTANCE

3.1 A Purchase Order constitutes an offer on the part of the Company to purchase Goods upon the terms and conditions and at the price stated in the Purchase Order. A binding contract between the Supplier and the Company shall be constituted upon the receipt by the Company of an acknowledgement of the Purchase Order provided always that the Company shall be entitled at its option to treat the Supplier as having accepted the Purchase Order if within 14 days after receipt of the Purchase Order the Supplier has not expressly rejected it in writing or, if within such period, the Supplier shall have taken any steps whether of manufacture, delivery or otherwise which in the Company's opinion implies acceptance of the Purchase Order.

4 QUALITY

4.1 The Goods shall conform in all respects with the requirements of the Contract (including any variations made in accordance with Clause 20).

4.2 The Goods shall be safe, durable, free from defects in design, materials, and workmanship, fit for the purpose for which they are supplied and for any other purpose made known to the Supplier by the Company in writing.

4.3 Unless otherwise stated in the Contract, the Goods shall conform to all British and European standards; and comply with the requirements of any applicable statutes, orders, regulations, or bylaws from time to time in force, including those relating to the manufacture, labelling, packaging, storage, handling, and delivery of the Goods.

4.4 If any of the Goods fail to conform to any of the provisions in this Clause 5, the Company shall be entitled to any remedies available at law or under the Contract.

5 INSPECTION AND REJECTION

5.1 The Company shall have the right to inspect and test the Goods prior to or within a reasonable time after their delivery, at such times as the Company may reasonably require.

5.2 If the Goods do not conform to a Contract, including the Specification, and any other requirement referred to in the Contract, the Company may serve a written remediation notice on the Supplier, requiring it immediately to take such action as is necessary to ensure conformity to the reasonable satisfaction of the Company. Such action may include providing replacement Goods.

5.3 Notwithstanding Clause 5.2, where any Goods do not conform to the Contract, the Company shall be entitled to exercise any remedies available at law or under this Contract.

5.4 Any omission by the Company to undertake, or any approval given during or after, such inspection or testing shall not constitute a waiver of any of the Company's rights or remedies in respect of the Goods. Any such inspection or testing shall not diminish or other affect the Supplier's obligations under this Contract.

6 DELIVERY AND PERFORMANCE

6.1 Time of delivery is of the essence of the Contract and delivery and performance shall be at the Supplier's own risk and expense and shall be in accordance with the dates specified in the Purchase Order. Any date for delivery of the Goods agreed or confirmed in writing between the Company and the Supplier shall form part of the Contract as an essential condition and if delivery is delayed the Company shall have the absolute right

to terminate the Contract without prejudice to its right to bring proceedings in respect of any breach of any of these Conditions. Unless otherwise agreed in writing by an authorised representative of the Company, delivery by the Supplier shall be during the Company's normal business hours.

6.2 The Supplier shall pack, mark, and despatch the Goods in such a manner as to reach their destination in good condition in accordance with the Company's instructions, and shall advise the Company in writing immediately upon despatch of the Goods. The details of the contents shall be clearly marked on each container and all containers of hazardous materials shall bear prominent and adequate warnings in English and must be accompanied by emergency information in English, in the form of written instructions, labels or similar markings. The Company shall not be under any obligation to accept delivery of the Goods or any consignments of the Goods unless they are accompanied by a delivery note quoting in full the Purchase Order number and all boxes, packing crates, drums or other containers shall be indelibly marked with any Purchase Order number. Unless otherwise agreed, no packaging materials will be returned. The Supplier shall promptly inform the company in writing of any circumstances which may delay or prevent the completion of any Purchase Order. The Company shall not be under any obligation to accept delivery of and pay for any Goods other than the Goods specified in the Purchase Order. If the Goods are to be delivered by instalments the Purchase Order shall be treated as a single contract and not severable.

6.3 The Company shall not be bound to accept delivery of Goods before the time specified in the Purchase Order. In any event that Goods are delivered before the time specified in the Purchase Order, then the Company may, at its option make a charge for storing Goods or return Goods to the Supplier at the Supplier's expense and risk but in any event of early delivery the time of payment will be calculated by reference to the date for delivery specified in the Purchase Order.

6.4 Without prejudice to any other rights of the Company if the Supplier fails to deliver the Goods by the date specified in the Purchase Order or as extended under this Clause (whether or not such failure is attributable to a Force Majeure Event of the Supplier) the Company may either grant to the Supplier such extension or extensions of time as the Company considers reasonable (time being of the essence of the Contract as so extended) or rescind the Contract. If the Company grants the Supplier an extension of time, then the Goods shall be delivered at the Supplier's expense by such express service as the Company shall reasonably require. If the Company rescinds the Contract the following provisions shall apply:

- (a) the Company shall return to the Supplier at the Suppliers risk and expense any Goods already delivered which by reason of the non-delivery of the balance are not reasonably capable of use by the Company in the ordinary course of business;
- (b) the Supplier shall immediately refund the Company any money paid by the Company for or in respect of undelivered or returned Goods;
- (c) the Supplier shall pay to the Company a sum equal to the excess (if any) over the Contract price of expenditure reasonably incurred by the Company in buying other goods in place of or instead of the Goods;
- (d) the Company shall be under no other liability to the Supplier for or in respect of rescission of the Contract pursuant to the provisions of these Conditions.

7 TITLE AND RISK

7.1 The Goods shall remain at the risk of the Supplier until delivery to the Company pursuant to Clause 6 is complete. Unless the Goods are rejected pursuant to Clause 5, title to the Goods shall pass to the Company at the time of delivery or at the time of payment for the Goods if payment occurs earlier than the time of delivery. If Goods or any part of the Goods are rejected the title and risk in such Goods shall revert to the Supplier at the time written notice of rejection is despatched to the Supplier. The Supplier is responsible for the safe delivery of the Goods to the Company's delivery address and the Supplier will repair or replace free of charge all Goods damaged or lost in transit. Upon delivery the Goods shall not be subject to any option, charge, lien, encumbrance, or other adverse right and neither the Supplier nor any third party shall be entitled either to retain title to the Goods or to have any equitable or other rights over the Goods.

8 CONFIDENTIALITY

8.1 Each Party hereby undertakes not at any time to divulge any of the terms of the Contract or use any information in relation to the other Party's business or any other information received from the other Party in relation to the Contract of a confidential or proprietary nature other than for the purposes expressly envisaged by these Conditions provided that the Company can divulge such information to any party to whom it assigns or transfers all or part of this Contract.

9 PUBLICITY

9.1 Neither Party shall, for publicity purposes without the prior written consent of the other Party:

- (a) make use of the other Party's name or the name of the Party's personnel, customers or agents; or
- (b) refer to the other Party or the Contract in any advertisement, announcement or notice, except to the extent requested by law or any competent regulatory body.

10 INTELLECTUAL PROPERTY

10.1 The Supplier warrants that it is not aware that any Goods or part or parts of any Goods infringe any patents, registered or unregistered designs and/or copyright and/or other intellectual property rights and undertakes to indemnify the Company and keep it indemnified in respect of any actions, claims, proceedings, damages, expenses or costs, suffered or incurred by the Company arising from any of the Goods or parts of the Goods infringing or any allegation that the Goods or part or parts of any Goods infringe any patent or registered or unregistered design, or copyright or intellectual property rights.

10.2 The Supplier shall not be entitled to use the Company's trade mark(s) without the prior written consent of the Company and in any event until the manner and form of use and reproduction (including any subsequent changes thereto) has been approved by the Company in writing.

11 INDEMNITY

11.1 Without prejudice to any rights or remedies implied by statute or common law or under any provision of these Conditions or the Contract, the Supplier shall indemnify the Company and keep the Company indemnified in full against any and all losses, liabilities, costs, claims, demands, expenses and fees (including, but without limitation, legal and other professional fees), actions, proceedings, judgments awarded and damages suffered or incurred by the Company arising (directly or indirectly) from any:

- (a) breach of any express or implied term, warranty or condition given by the Supplier in relation to the Goods;
- (b) breach of any express or implied term, warranty, or condition of the Contract; and
- (c) use or storage or onward supply of any Goods by the Company; or the onward communication by the Company of any representation or advice concerning any Goods given by the Supplier to the Company in relation to such Goods whether before or after their supply to the Company.

12 TERMINATION

12.1 The Company shall have the right at any time to terminate the Contract (in whole or in part) for convenience by giving the Supplier not less than thirty (30) days written notice, whereupon all work on the Contract shall be discontinued. The Supplier will take all reasonable steps to mitigate the effects of termination. The Company shall pay to the Supplier fair and reasonable compensation for work-in progress at the time of termination, but such compensation shall not include loss of anticipated profits or any indirect or consequential loss. Title in all Goods and shall pass to the Company on such payment and (if not already delivered) shall be delivered to the Company at that time.

12.2 Either Party shall have the right to terminate at any time by giving the other Party written notice to terminate the Contract immediately if:

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- (a) the other Party commits a material breach of the Contract which (if capable of remedy) it fails to remedy within thirty (30) days of receipt of written notice of the same;
 - (b) the other Party repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability giving effect to the terms of the Contract;
 - (c) any distress, execution or other process is levied upon any of the assets of the other Party;
 - (d) the other Party agrees to any kind of composition, reschedule, scheme, compromise or arrangement involving it and its creditors generally (or any class of them) as a result of financial difficulties;
 - (e) an order is made, or an effective resolution is passed for the other Party's winding up (except for the purposes of amalgamation or reconstruction as a solvent company), or if a petition is presented to court, or if a receiver/manager, administrative receiver or administrator is appointed in respect of the whole or any part of the other Party's undertaking or assets;
 - (f) any event occurs, or proceeding is taken, with respect of the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Clauses 12.2 (c) to 12.2 (e) inclusive.
 - (g) the other Party ceases or threatens to cease to carry on its business; or
 - (h) the financial position of the other Party deteriorates to such an extent that, in the reasonable opinion of the non-defaulting Party, the capability of the Other Party to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 12.3 The expiry or termination of the Contract, however arising, will be without prejudice to the rights and obligations of the Parties which have accrued prior to expiry or termination.

13 PRICE AND PAYMENT

- 13.1 The prices quoted by the Supplier to the Company for the Goods and stated or referred to on the front of the Purchase Order are inclusive of packaging, packing, carriage, insurance, delivery and/or other costs, but do not include VAT or any other tax in relation to the supply of the Goods (which shall be determined at the date of despatch) and shall be payable by the Company against receipt of the Supplier's VAT invoice) and such prices shall for the avoidance of doubt form part of the Contract and can only be subsequently varied if the prior written consent of a duly authorised representative of the Company has been obtained provided that the Company shall in addition to any other remedies to which it may be entitled, have the right to terminate.
- 13.2 The Company shall be entitled to any discount for prompt payments or volume of purchases generally granted by the Supplier whether or not shown on its on standard term and conditions of sale or price list.
- 13.3 Unless otherwise specified in the Purchase Order, the Company shall pay the price of the Goods which meet the requirements of the Contract within sixty (60) days of receipt of a valid VAT invoice at the address given on the Purchase Order.
- 13.4 The Company cannot guarantee to make payment on time for any invoice which is not sent to its official accounts payable address as detailed on the Purchase Order.
- 13.5 The Supplier shall not be entitled to claim any payment following the expiry of one (1) year after the date of completion of the supply of Goods to which they relate.
- 13.6 Without prejudice to any other rights or remedies, the Company reserves the right to set off any amount owing at any time from the Supplier to the Company against any amount due to the Supplier under the Contract.
- 13.7 If the Company fails to pay any sum properly due pursuant to the Contract, the Company shall, upon written request, pay simple interest to the Supplier on such sum from the due date for payment specified in Clause 13.3 at an annual rate equivalent to the base lending rate from time to time of Bank of England plus 2 percentage points. Such interest shall accrue on a daily basis until payment is made.

14 HEALTH AND SAFETY

- 14.1 The Supplier shall ensure that the Goods are designed and/or constructed and/or supplied so as to be safe for persons using or affected by the same.
- 14.2 The Supplier represents and warrants that the Supplier has made available to the Company adequate health and safety information about the Goods and about any conditions necessary to ensure that when put to use the Goods will be safe.
- 14.3 Where any access to the premises of the Company is necessary in connection with the delivery of the Goods the Supplier shall and will procure that the Supplier Staff shall:
- (a) only enter the premises for the purpose of performing the Contract;
 - (b) at all times comply with any security and health and safety regulations currently in force at such premises, as notified to the Supplier from time to time.
- 14.4 A breach of this Clause 14 shall constitute a material breach of the Contract.

15 SUPPLIER CODE OF CONDUCT

- 15.1 The Supplier shall comply and will procure that the Supplier Staff and its sub-contractors comply, with Exide Group's Supplier Code of Conduct which can be viewed at https://www.exidegroup.com/eu/sites/default/files/inline-files/EP001-Ac_Supplier_code_conduct.pdf

16 BUSINESS ETHICS, SANCTIONS AND MODERN SLAVERY

- 16.1 Each Party shall comply with the Bribery Act 2010 and any other anti-corruption and anti-bribery laws, legislation, regulations, or directives ("Anti-Corruption Legislation") which apply to its business, or which apply in the place where the Contract is performed. Each Party shall not, and will procure that its employees, agents, contractors, and representatives shall not, engage in any activity, practice, or conduct which would constitute an offence under any Anti-Corruption Legislation. In addition, the Supplier shall maintain policies and procedures governing its business ethics which ensure it complies with the requirements of the Exide Group's Supplier Code of Conduct referred to in Clause 15.
- 16.2 The Supplier shall and will procure that each of its Affiliates shall:
- (a) comply with any trade, financial or other sanctions regime imposed by the UN, EU, UK, US, including regimes administered by the Office of Foreign Assets Control ("OFAC") of the United States Department of the Treasury and HM Treasury, and any other such regime which applies in relation to the Supplier's business ("Sanctions"); and
 - (b) ensure that it shall not supply any goods or other items pursuant to the Contract from, or on behalf of a "Restricted Person" (being any person listed as, targeted by Sanctions, including but not limited to persons on the "Specifically Designated Nationals and Blocked Person" list issued by the OFAC and the "Consolidated List of Financial Sanctions Targets in the UK" published by the Office of Financial Sanctions Implementation part of the HM Treasury, or located or incorporated in any country which is the target of country-wide Actions) nor use any monies paid by the Company for the benefit of a Restricted Person.
- 16.3 The Supplier shall comply with the Modern Slavery Act 2015 and any other modern slavery laws, legislation, regulations or directives ("Modern Slavery Legislation") which apply to its business or which apply in the place where the Contract is performed. The Supplier shall not and will procure that its employees, agents, representatives, and sub-contractors shall not engage in any activity, practice, or conduct which would constitute an offence under Modern Slavery Legislation.
- 16.4 A breach of this Clause 16 shall constitute a material breach of the Contract.

17 DATA PROTECTION

- 17.1 In performing its obligations under the Contract, each Party shall comply with and ensure that its employees, agents, representatives and contractors comply with the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) as defined in the Data Protection Act 2018 (the "UK GDPR") and all other applicable laws and regulations effective in the UK relating to the processing of personal data and privacy as

may be updated, amended, re-enacted or replaced (together the "Data Protection Legislation"). The Supplier shall not perform its obligations under the Contract in such a way as to cause the Company to breach any of its obligations under the Data Protection Legislation. The following terms shall have the meanings ascribed to them under the UK GDPR: "controller", "data breach", "data subjects", "personal data", "processor" and "process/processing".

- 17.2 The Parties acknowledge that in the context of supplying the Goods contemplated by this Contract they will process personal data (limited to business contact details) of their personnel (employees, agents, and sub-contractors) ("Business Contact Information"). Business Contact Information is necessary for the negotiation of the Contract and for the purpose of maintaining the commercial relationship between the Parties.
- 17.3 Each Party shall process the Business Contact Information as data controller and for the purposes only of (a) providing and receiving the Goods (b) invoicing and account administration (c) operational maintenance and support when required (d) security, including fraud detection and prevention (e) communications to keep each other informed of products and services and (f) such other lawful purposes as it may notify each other from time to time. Both Parties agree that the above purposes constitute a legitimate interest and that do not affect the rights of data subjects.
- 17.4 The Parties will promptly take applicable steps, including (to the extent required by Data Protection Legislation) to notify each other, the applicable data protection authority, and the data subject as soon as they become aware of a data breach relating to the Business Contact Information.
- 17.5 Neither Party will process personal data on behalf of the other Party as processor for the purposes of the Contract. If either Party anticipates that any change to the interpretation of the Goods under the Data Protection Legislation, would require the Supplier to process personal data on behalf of the Company as a processor for any purposes other than those stated in Clause 17.3, then the Parties shall negotiate in good faith to incorporate appropriate data protection provisions into the Contract in accordance with Data Protection Legislation.

18 INSURANCE

- 18.1 During the term of the Contract and for a period of one year (1) year thereafter, the Supplier shall maintain in force, with a reputable insurance company, employers' liability insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on the Company's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.
- 18.2 The terms of any insurance or the amount of cover shall not relieve the Supplier of any liabilities arising under the Contract.

19 SUB-CONTRACTING AND ASSIGNMENT

- 19.1 The Supplier shall not assign or sub-contract to any third party any part or the whole of its obligations under the Contract except with the prior written consent of a duly authorised representative of the Company. Where the Company consents to any assignment or sub-contract the rights contained in these Conditions must be reserved on behalf of the Company and a copy of such assignment or sub-contract must be delivered to the company within seven (7) days after its issue. In any event the Supplier shall not be relieved of any obligation under the Contract.

20 FORCE MAJEURE

- 20.1 Where either Party to a Contract is unable to perform its obligations under these Conditions due to a Force Majeure Event then (subject to Clause 6.4) the Party or Parties unable to perform shall not be treated as being in breach of a Contract save that if such a situation shall subsist for longer than a period of 28 days then the other Party shall be entitled to terminate the Contract without incurring any liability by reason of such termination.

21 AMENDMENTS AND VARIATIONS

- 21.1 No variation or amendments to the Contract or these Conditions shall be valid unless agreed in writing by the Parties' duly authorised representative and, where required, issued as a written Purchase Order amendment by the Company.

22 WAIVERS

- 22.1 No delay in exercising or failure to exercise any of the rights of either Party arising from or in connection with the Contract or these Conditions shall operate as a waiver or release of that right. Any such waiver or release must be specifically granted in writing signed by the Party granting it.

23 SEVERABILITY

- 23.1 If any term, clause, condition or part of these Conditions is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision shall, to the extent required, be severed from these Conditions and shall be ineffective without, as far as is possible, modifying any other provision or part of these Conditions and this shall not affect any other provisions of the Contract which shall remain in full force and effect.

24 DISPUTE RESOLUTION

- 24.1 The Parties shall use their best efforts to negotiate in good faith and settle any dispute that may arise out of or relate to these Conditions or the Contract or any breach thereof. If any such dispute cannot be settled amicably through ordinary negotiation between appropriate representatives of the Parties, the dispute shall be dealt with using the escalation procedure set out in Clause 24.2.
- 24.2 The dispute shall be referred by either Party to the chief executives of each of the Parties and they or their nominees shall meet in good faith in order to try and resolve the dispute. If the dispute or difference is not resolved as a result of such meeting either Party may (at such meeting or within 14 calendar days of its conclusion or after the expiry of 28 days following the date of referral to the chief executives) commence proceedings in accordance with Clause 27.

25 NOTICES

- 25.1 A notice given under or in connection with the Contract must be in writing and delivered by hand or sent by first class post or other next working day delivery service providing proof of delivery.
- 25.2 Notices shall be deemed to be served:
- (a) If delivered by hand, on the day of delivery; or
 - (b) two (2) days after posting if sent by first class post or next working day delivery service providing proof of delivery at the time recorded by the delivery service; provided the postage is properly paid and such notice is correctly addressed to the respective Party at its registered office, or such other address as shall have been notified to the other Party in writing.

26 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 26.1 An entity which is not expressly a Party to the Contract shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract and the provisions of the Contracts (Rights of Third Parties) Act 1999 shall be expressly excluded from the Contract.

27 GOVERNING LAW AND JURISDICTION

- 27.1 These Conditions, the Contract and any dispute or claim arising out of or in connection with it (whether such disputes are contractual or non-contractual in nature, such as claims in tort, for breach of statute or regulation, or otherwise) shall be governed and construed in accordance with the laws of England and Wales.
- 27.2 Subject to the provisions of Clause 20, each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.