

PURCHASE ORDER TERMS & CONDITIONS

1. DEFINITIONS

1.1. "Equipment" means systems, including upgrade and conversion kits, that produce the output required under the applicable equipment configuration and system performance specifications set forth in the Specification for such equipment model, or as otherwise agreed to in writing by both parties.

1.2. "Hazardous Materials" means materials that are, or contain, dangerous goods, chemicals, contaminants, substances, pollutants or any other materials that are defined as hazardous by relevant local, state, national or international law, regulations and standards.

1.3. "Item(s)" means any goods provided by the Supplier under these Terms and Conditions, including Equipment.

1.4. "Item Produce Warranty" has the meaning given to that term in clause 8.1 (i).

1.5. "Purchase Order" means a Pele document setting forth specific Items to be delivered and Release information.

1.6. "Release" means Pele's authorisation for the Supplier to provide the Items. The Release is contained in the Purchase Order sent to the Supplier.

1.7. "Spare Part(s)" means any consumable and/or non-consumable parts, whether procured by Pele from the Supplier or a third party.

1.8. "Specification(s)" means any agreed specification(s) for Items to be purchased, including the Supplier's own specifications for the Item(s) in effect at the time of purchase.

1.9. "Pele" includes Pele Energy Holdings Proprietary Limited (Registration Number: 2012/035725/07), Pele Green Energy Proprietary Limited (Registration Number: 2010/005109/07), and/or their direct or indirect subsidiaries, as appropriate.

2. TERMS & CONDITIONS

These terms and conditions ("Terms and Conditions") and the accompanying Purchase Order govern the purchase from the Supplier of the Items and services set forth in the Purchase Order. A Purchase Order will be deemed to be accepted by the Supplier unless, within seven (7) calendar days after issue, the Supplier notifies Pele in writing that the Supplier rejects the Purchase Order. Any additional or contradictory terms in the Supplier's acknowledgement or any other terms and conditions issued by the Supplier are void. In the event of any conflict between the Purchase Order's specific terms and provisions, including any exhibits or documents attached thereto or incorporated by reference therein, and these Terms and Conditions, the Purchase Order shall prevail. The Purchase Order and these Terms and Conditions may not be waived or modified except as specifically set forth and agreed to, in writing, by Pele.



3. PRICING AND AUDITS

3.1. The prices set forth in the Purchase Order shall be fixed or declining for the duration of delivery of Items and shall be inclusive of all goods and service taxes, value-added taxes, and other forms of government direct and indirect taxes levied on the provision of or transfer of goods and services, unless specifically agreed otherwise, according to the provisions of clause 2 above.

3.2. The price charged to Pele for any Item shall always be the Supplier's lowest price charged to any customer for that Item or an equivalent item. If the Supplier sells any Item to any customer at a price less than that set forth herein, the Supplier shall adjust its price to the lower price for any un-invoiced Item and for all future invoices for such Item. For Items designated as custom Items, for the purpose of comparing price under this clause 3, the price of the Item shall include those cost components which are generic to the Item as compared to other similar items generally sold by the Supplier. Such comparison shall be made to the extent Items have similar characteristics, such as form, fit, function, manufacturing process or other specific comparison criteria agreed upon by the parties.

3.3. All applicable taxes, including but not limited to value-added tax and other charges such as duties, customs, tariffs, imposts and government imposed surcharges, shall be stated separately on the Supplier's invoice. The Supplier shall remit all such charges to the appropriate tax authority unless Pele provides sufficient proof of tax exemption. In the event that Pele is prohibited by law from making payments to the Supplier, unless Pele deducts or withholds taxes therefrom and remits such taxes to the local taxing jurisdiction, then Pele shall duly withhold such taxes and shall pay to the Supplier the remaining net amount after the taxes have been withheld. Pele shall not reimburse the Supplier for the amount of such taxes withheld. When Items are delivered within a jurisdiction in which the Supplier collection and remittance of taxes is required by law, the Supplier shall have sole responsibility for payment of such taxes to the appropriate tax authorities. If the Supplier does not collect tax from Pele, and is subsequently audited by any tax authority, Pele's liability will be limited to the amount of the tax assessment, and it shall have no liability to reimburse the Seller for penalty or interest charges. Each party is responsible for its respective income taxes or taxes based upon gross revenues, including but not limited to business and occupation taxes.

3.4. No additional costs, other than those expressly set out in the Purchase Order, shall be reimbursed by Pele without Pele's prior written approval.

3.5. Pele reserves the right to have the Supplier's records inspected and audited to ensure compliance with these Terms and Conditions. At Pele's option or upon the Supplier's written demand, such audit will be performed by an independent third party at Pele's expense. However, if the Supplier is found to be in breach of these Terms and Conditions, the Supplier shall reimburse Pele for all costs associated with the audit, along with any discrepancies discovered, within thirty (30) days after completion of the audit. The results of such audit shall be kept confidential by the auditor and if conducted by a third party, only the Supplier's failures to comply with these Terms and Conditions shall be notified to Pele.

4. INVOICING AND PAYMENT

4.1. Subject to clauses 8.2 and 8.3, and the Item complying with the Item Produce Warranty, the Supplier shall submit an invoice to Pele, which shall include a Purchase Order number, line Item number, list of Items delivered (and delivery dates), complete bill to address, description of incidental Items, quantities, unit price, extended totals and any applicable taxes or other charges. The Supplier shall not send an invoice to Pele before an Item is shipped per the terms stated in Pele's Purchase Order. Where applicable, all invoices shall be prepared as valid VAT invoices properly addressed to Pele.

4.2. Subject to clause 4.3, Pele will make payment in respect of an invoice ninety (90) days after the later of: (i) receipt of the properly completed original invoice, and (ii) delivery of the Item per the terms stated in Pele's Purchase Order. Pele may, at its option, make payment in respect of an invoice within sixty (60) days of the later of: (i) receipt of the properly completed original invoice, and (ii) delivery of the Item per the terms stated in Pele's Purchase Order, in which case it shall be entitled to receive a discount of two percent (2%) of the amount that would otherwise be due in respect of the invoice. Payment is made when Pele's electronic funds transfer is initiated. No payment by Pele shall constitute acceptance of an Item.

4.3. Pele is not obliged to make payment, and the Supplier hereby waives any right to seek or request payment, in respect of any invoice submitted one hundred (180) days or more after delivery of an Item per the terms stated in Pele's Purchase Order.

4.4. Pele may at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier to Pele against any liability of Pele to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under these Terms and Conditions.

4.5. The Supplier shall be responsible for, and shall indemnify and hold Pele harmless against, any and all payments to the Supplier's vendors or subcontractors utilised in the performance of any services related to the Items.

5. TERMINATION

5.1. Pele may terminate any Purchase Order or Release issued, or any part thereof, at any time without cause by giving thirty (30) days written notice of termination to the Supplier. Upon the Supplier's receipt of such notice, the Supplier shall, unless otherwise specified in such notice, immediately stop all work previously authorised and promptly cease, and procure that its suppliers and subcontractors cease, all related work.

5.2. There shall be no termination charges for Items not yet delivered at the date of termination. Pele will be responsible for payment for all authorised Items delivered to Pele by the Supplier prior to the date of termination but not yet invoiced. Upon payment of the Supplier's invoice properly prepared in accordance with these Terms and Conditions, Pele shall be entitled to all work and materials paid for.

5.3. Before assuming any payment obligation under this clause 5, Pele may inspect the Supplier's work in progress and audit all relevant documents.



6. SPECIFICATIONS, IDENTIFICATION AND ERRATA

6.1. The Supplier shall not modify the Specification for any Item purchased by Pele hereunder without the prior written approval of Pele.

6.2. The Supplier shall provide Pele with a defects list (including proposed rectifications) for each Item and shall promptly notify Pele in writing of any new defects with respect to the Items.

7. SCHEDULING AND RELEASES

7.1. All delivery dates are firm and binding. The Supplier shall deliver the Items on the date(s) stated in the Release. Time is of the essence for the delivery of all Items. If the Supplier cannot comply with the delivery date(s) stated in the Release, the Supplier shall immediately notify Pele in writing. Pele may request expedited transportation service for all affected Items at the Supplier's sole expense as reasonably necessary to accommodate Pele's obligations to third parties with respect to such affected Items. In addition, if any Item is not delivered on the date(s) stated in the Release, the Supplier will pay, from the first calendar day following the stated delivery date(s) as stated in the Release, liquidated damages at a daily rate of 0.2% of the price of such late Item until such Item is delivered. The parties agree that such liquidated damages are reasonable and a genuine pre-estimate of the loss that Pele will suffer in the event of delay in delivery. In the event that the liquidated damages is challenged as a penalty, Pele may pursue the Supplier for general damages in respect of the delay in delivery.

7.2. Pele may suspend any portion of a Release by written notice which shall take effect immediately upon receipt by the Supplier. The Supplier will, at its cost, store all Items affected by a suspended Release. Suspended Releases will be re-scheduled or terminated by Pele in accordance with clause 5 within a reasonable time.

7.3. Any forecasts provided by Pele are for planning purposes only and do not constitute a Release or other commitment by Pele. Pele shall have no obligation with respect to the purchase of Items until such Items are specified in a written Purchase Order issued by Pele which contains specific Release information for specific Items.

8. WARRANTY

8.1. The Supplier represents and warrants that:

8.1.1. all Items provided by it shall be free from defects in design, material and workmanship, shall be fit for their intended purpose and shall meet the description, Specifications and performance standards that may be provided in the applicable Purchase Order ("Item Product Warranty") for the longer of: (i) the Supplier's standard warranty period for the Item(s), and (ii) twenty-four (24) months, both calculated from delivery of the Item(s), or for such period as is otherwise agreed by the parties in writing; and

8.1.2. the Supplier has the necessary right, title and interest to provide the Items to Pele and such Items will be free of liens and encumbrances, and do not infringe any third party intellectual property rights.



8.2. At the election of Pele, all Items to be delivered to Pele shall be inspected and tested ("Source Inspection") before such Items leave the Supplier's factory. The Source Inspection requirements will be described in the Purchase Order, unless agreed otherwise in writing by the parties. The Supplier shall be responsible for Source Inspections and shall provide Pele with written certification that all Items tested have passed the Source Inspection and comply in all respects with the Specification. Pele may participate, as it deems necessary, in Source Inspections. If any inspection or test is made on the Supplier's premises, the Supplier, at its cost, shall provide Pele with reasonable facilities and assistance with the inspection or test.

8.3. Notwithstanding any Source Inspection or testing at the Supplier's premises, all Items purchased by Pele are subject to Pele's inspection and test before final acceptance at Pele's premises. Pele's acceptance requirements are described in the Purchase Order unless agreed otherwise in writing by the parties. Items rejected by Pele for not complying with the Item Product Warranty (including the Specification) may be returned to the Supplier at the Supplier's risk and expense and, at Pele's option, such Item shall be immediately repaired or replaced, as noted below.

8.4. Acceptance and/or inspection by Pele shall in no event constitute a waiver of Pele's rights and remedies with regard to any subsequently discovered defect or non-compliance.

8.5. For any Item rejected by Pele for failure to comply with the Item Product Warranty (including the Specification), the Supplier shall, at Pele's sole election, either: (i) promptly correct any non-compliance (including by way of repair or replacement of the Item) at no additional cost to Pele, or (ii) promptly refund the amount paid for such Items and pay to Pele all direct, incidental and consequential damages arising from breach of the foregoing warranties, including liabilities that Pele incurs to third parties resulting from Items failing to comply with the applicable Item Product Warranty (including the Specification). The Supplier shall bear the cost of shipping and any losses incurred due to any defective or non-compliant Items while in transit.

8.6. Notwithstanding the foregoing, should an Epidemic Failure (as defined below) have occurred (as determined by Pele), then this clause 8.6 will apply. "Epidemic Failure" means, in relation to a shipment, where five percent (5%) or more of the Item(s) from such shipment do not conform to the Item Product Warranty (including the Specification), provided the Item(s) had been installed and used according to the written installation and use instructions provided by the Supplier and provided that the Epidemic Failure does not result from: (i) any damage caused by Pele, (ii) misuse, mishandling, or modification in a manner not consistent with the intended use or installation of the Item, or (iii) any design or requirement in a Specification provided to the Supplier by Pele. In addition to the remedies stated in these Terms and Conditions, if there is an Epidemic Failure, the Supplier will, within fourteen (14) calendar days after being notified by Pele that an Epidemic Failure exists, propose a corrective action plan acceptable to Pele to remedy the Epidemic Failure through the repair or replacement of all Items(s) affected by the Epidemic Failure, including, but not limited to, the return, de-installation or removal, installation or re-installation, labour, parts and materials necessary for such repair and replacement. The Supplier is solely responsible for all such costs and expenses.

8.7. Each Item Product Warranty shall: (i) apply to the first end user customer of the Items, (ii) be freely assignable and transferable to any subsequent owner of the Items, (iii) be enforceable by Pele or any subsequent owner, as such owner may change from time to time, as if such owner were the original purchase or customer of the Items, and (iv) commence no sooner than the date of delivery of Items.

9. CONFIDENTIALITY AND PUBLICITY

9.1. Either party may have or may be provided with access to the other party's confidential information and materials. Provided information and materials are marked in a manner reasonably intended to make the recipient aware, or the recipient is sent written notice within forty eight (48) hours of disclosure, that the information or materials are 'Confidential', each party agrees to maintain such information ("Confidential Information") in accordance with the provisions of these Terms and Conditions, any corporate non-disclosure agreement ("NDA") between the groups that contain each of the parties and any other applicable separate non-disclosure agreement between Pele and the Supplier. If the provisions of this clause 9 conflict with the NDA, the terms of the NDA shall apply for all purposes. At a minimum each party will maintain Confidential Information in confidence, limit disclosure on a need to know basis, take all reasonable precautions to prevent unauthorised disclosure and treat Confidential Information in a manner consistent with how it treats its own information of a confidential nature, until the information becomes rightfully available to the public through no fault of the non-disclosing party. The Supplier shall not use any confidential information created for Pele other than for Pele.

9.2. Neither party will disclose the existence of the Purchase Order accompanying these Terms and Conditions, nor any of its details or the details of these Terms and Conditions, nor the existence of the relationship created by the Purchase Order, to any third party without the specific, written consent of the other. Neither party may use the other party's name or trademarks in advertisements, brochures, banners, letterhead, business cards, reference lists or advertisements without the other party's written consent. Notwithstanding any other provision herein to the contrary, the Supplier hereby authorises Pele to share the terms and conditions of the Item Product Warranty (and any other provision of these Terms and Conditions reasonably needed) with Pele's project lenders and/or financial institutions under an agreement of confidentiality.

9.3. Where the Supplier is engaged to develop new information or materials for Pele, or develops such information in the course of providing Items to Pele, all such information will become, upon creation, Pele's property unless otherwise previously agreed in writing.

9.4. The obligations in this clause 9 shall survive termination of the Terms and Conditions.

10. INTELLECTUAL PROPERTY INDEMNIFICATION

10.1. The Supplier shall indemnify and hold Pele and its customers harmless against any costs, expenses (including reasonable legal fees), losses, damages, or liabilities incurred by way of actual or alleged infringement of any patent, copyright, trade secret, trademark or other intellectual property right arising out of the use or sale by Pele or Pele's customers of Items or Pele's products manufactured using the Item(s) or containing the Item(s), irrespective of whether Pele furnishes any specifications to the Supplier, except as otherwise provided in this paragraph. Pele shall notify the Supplier of such claim or demand and



shall permit the Supplier to participate in the defence or settlement thereof. If an injunction is issued as a result of any claim or action, the Supplier will, at its expense and Pele's option, either: (i) procure for Pele and Pele's customers the right to continue using Items, (ii) replace them with non-infringing Items, (iii) modify them so they become non-infringing, or (iv) refund to Pele the amount paid for any Items returned to the Supplier or destroyed. Regardless of which of the foregoing remedies is effected, the Supplier shall pay to Pele rework expenses and incremental costs incurred by Pele to procure alternative products required to fill orders placed by Pele and accepted by the Supplier as of the effective date of the injunction. This indemnification shall not apply to the extent custom Items are manufactured to Pele's detailed design, unless otherwise provided in an agreement between the parties.

10.2. Pele shall indemnify and hold the Supplier harmless against any costs or expenses arising from a rightful claim of infringement by a third party, where Pele furnishes and requires the Supplier to use detailed specifications for the process of manufacturing the Item(s), and such infringement claim would not have occurred but for complying with such detailed specifications. This clause 10 sets out the entire set of obligations and remedies between the parties arising from any intellectual property claim by a third party.

1. HAZARDOUS MATERIALS

11.1. If an Item contains, comprises or uses Hazardous Materials, the Supplier represents and warrants that the Supplier and its personnel understand the nature of, and hazards associated with, the design and/or use of the Items including handling, transportation and use of such Hazardous Materials, as applicable to the Supplier. Prior to causing any Hazardous Materials to be on Pele's property, the Supplier shall obtain written approval from Pele. The Supplier will be fully responsible for and will indemnify and hold Pele harmless against any liability resulting from the actions of the Supplier or its contractors in connection with: (i) providing Items containing or comprising Hazardous Materials to Pele, and/or (ii) the use of such Hazardous Materials in providing services to Pele in connection with the Items.

11.2. The Supplier will timely provide Pele with material safety data sheets and any other documentation reasonably necessary to enable Pele to comply with applicable laws and regulations.

11.3. The Supplier warrants that all Items supplied to Pele will comply with all applicable laws which may be of application from time to time and shall comply with Pele's environmental and safety policies and procedures (as such policies and procedures are notified to the Supplier from time to time), and do not contain, and are not manufactured with, any ozone depleting substances, as those terms are defined by law.

12. INSURANCE

12.1. Without limiting or qualifying the Supplier's liabilities, obligations or indemnities otherwise assumed by the Supplier pursuant to these Terms and Conditions, the Supplier shall maintain, at its sole cost and expense, with companies reasonably acceptable to Pele, commercial general liability, public liability, third party and automobile liability insurance, each with a limit of liability of not less than R10,000,000 per occurrence and including liability coverage for bodily injury or property damage: (i) assumed in a contract or agreement pertaining to the Supplier's business, and (ii) arising out of the Items or the Supplier's work. The Supplier's insurance shall be primary, and any applicable insurance maintained by Pele shall be excess and non-contributing.



12.2. The Supplier shall also maintain statutory Workers' Compensation coverage in the amount required by law, and employers' liability insurance in the amount of R10,000,000 per occurrence.

12.3. If the Supplier is providing any professional service to Pele in connection with the Items, Supplier shall maintain professional liability insurance (including errors and omissions coverage) with liability limits not less than R10,000,000.

13. COMPLIANCE WITH LAWS AND RULES

13.1. The Supplier shall comply with all national, state and local laws and regulations governing the manufacture, transportation, export and/or sale of Items. The Supplier shall comply with all national, state and local environmental, safety, health, labour and ethics laws and regulations. Neither the Supplier nor any of its subsidiaries may export or re-export any technical data, process or product, directly or indirectly (including the release of controlled technology to foreign nationals from controlled countries), to any country for which an export license or other government approval is required without first obtaining such license. The Supplier hereby represents and warrants that it does not and will not supply to Pele any conflict minerals (materials that directly or indirectly finance or benefit armed groups in the Democratic Republic of Congo (DRC) and adjoining countries), including Tantalum (Ta), Tin (Sn), Tungsten (W), and Gold (Au). The Supplier will notify all of its own suppliers of this policy and procure that such policy is complied with by its own suppliers. Pele may audit the Supplier's compliance with this provision at any time.

13.2. If the Supplier performs any services on, or delivers any goods to, Pele's premises, the Supplier will: (a) comply with all of Pele's safety and security policies and procedures and all other pertinent safety regulations imposed by law, and (b) provide Pele with evidence of insurance in accordance with the minimum limits required by Pele. The Supplier will, and it shall procure that its employees, representatives, subcontractors and agents will, comply with all instructions of Pele's supervisory personnel and will not interfere with any of Pele's operations. Non-compliance with the foregoing may, at Pele's option, result in immediate cancellation of the accompanying Purchase Order and any other Purchase Order made between the parties.

13.3. The Supplier represents and warrants that, in connection with the business project that is the subject of this agreement, it has not paid, offered, promised or authorised, directly or indirectly, a payment of anything of value in violation of the Bribery Instruments. The Supplier certifies that it is not a foreign official (which includes being an officer, employee, or representative of any foreign government, department, state-owned, state-controlled, or state-operated entity, or a public international organisation, of any political party, or being a foreign political candidate). A payment, offer, promise or authorisation that is prohibited under this clause 13 constitutes a material breach of these Terms and Conditions and Pele may, in its sole discretion, terminate the Purchase Order immediately upon written notice to the Supplier. The Supplier will indemnify and hold Pele harmless against any monetary harm or damages it suffers as a result of the Supplier's actions in breach of applicable laws, and further agrees to indemnify and hold Pele harmless against any liability imposed as a result of the Supplier's breach of local law. Pele may have reasonable and timely access to the books and records of the Supplier as may be necessary to ensure compliance with this clause 13.



14. GENERAL INDEMNIFICATION

The Supplier shall, to the fullest extent permitted by law, protect, defend, indemnify and hold Pele harmless against any and all direct or indirect claims, liabilities, demands, penalties, forfeitures, suits, judgments and the associated costs and expenses (including reasonable legal fees) and loss (including consequential loss) which Pele may incur, become responsible for, or pay out (including any amounts payable to third parties in respect of their losses) as a result of: (i) death or personal injury (including bodily injury) to any person, (ii) destruction or damage to any property, (iii) contamination of or adverse effects on the environment, and (iv) any clean up costs in connection therewith, or any violation of law, governmental regulation or orders, to the extent caused any breach of these Terms and Conditions, negligent or wilful acts, errors, or omissions by the Supplier, its employees, officers, agents, representatives or subcontractors or dangerous defects in Items. This clause shall survive the termination of these Terms and Conditions.

15. RELATIONSHIP BETWEEN THE PARTIES

The relationship of the parties is that of independent contractors. Nothing in any Purchase Orders issued hereunder shall be construed as creating any relationship of employment, partnership, joint venture or agency between the parties.

16. OWNERSHIP AND BAILMENT RESPONSIBILITIES

16.1. Any Specification, drawings, schematics, technical information, data, tools, dies, patterns, masks, gauges, test equipment and other materials furnished or paid for by Pele shall: (i) be kept confidential, (ii) remain or become Pele's property, (iii) be used by the Supplier exclusively for Pele's orders, (iv) be clearly marked as Pele's property and segregated when not in use, (v) be kept in good working condition at the Supplier's expense, and (vi) be shipped to Pele promptly on demand.

16.2. The Supplier shall insure Pele's property and be liable for loss or damage while in the Supplier's possession or control, ordinary wear and tear excepted.

17. DEVELOPMENTS AND INTELLECTUAL PROPERTY

17.1. The Supplier represents and warrants that the Supplier has no outstanding agreement or obligation that is in conflict with any of the provisions of these Terms and Conditions, or that would adversely affect the Supplier's performance hereunder or Pele's exclusive right to Developments (defined below) and the Supplier shall not enter into any such conflicting agreement while supplying the Items.

17.2. The Supplier agrees that all works of authorship, inventions, improvements, developments and discoveries conceived, made, or discovered by the Supplier, solely or in collaboration with others, in the course of development of Items for Pele hereunder as well as all patents, copyrights, trade secrets, trademarks and other intellectual property rights therein and thereto (collectively, "Developments"), are the sole property of Pele. The Supplier agrees to assign (or cause to be assigned) and does hereby assign fully to Pele all such Developments.



17.3. The Supplier will assist Pele, or its designee, at Pele's expense, in every proper way to secure Pele's rights in the Developments, including the disclosure to Pele of all pertinent information and data with respect thereto and the execution of all applications, Specifications, oaths, assignments and all other instruments which Pele may deem necessary in order to apply for and obtain such rights and in order to assign and convey to Pele, its successors, assigns, and nominees the sole and exclusive rights, title, and interest in and to such Developments. The Supplier further agrees to assist Pele in enforcing all patents, trademarks, copyrights, trade secrets or other ownership rights to protect Pele's exclusive interest in Developments.

17.4. Pele acknowledges and agrees that the Supplier shall retain sole and exclusive ownership of, and/or unrestricted right to license, any invention, improvement, development, concept, discovery or other proprietary information owned by the Supplier ("Supplier IP"). Notwithstanding the foregoing, the Supplier agrees that if in the course of developing the Items, the Supplier incorporates any Supplier IP into any Development developed hereunder, Pele is hereby granted and shall have a non-exclusive, royalty-free, perpetual, irrevocable, worldwide licence, including the right to sub-license, under any such Supplier IP to make, have made, use, import, prepare derivative works of, reproduce, have reproduced, perform, display, offer to sell, sell or otherwise distribute such invention, improvement, development, concept, discovery or other proprietary information as part of, or in connection with, such Development.

17.5. The Supplier represents and warrants that it will not incorporate any third party intellectual property into any Development or deliverable provided hereunder without notifying and obtaining the prior written approval of Pele.

17.6. The Supplier waives any and all moral rights, including the right to identification of authorship or limitation on subsequent modification, that the Supplier (or any of its employees) has or may have in any invention, materials, or other deliverables assigned to Pele hereunder.

17.7. The Supplier warrants that: (i) all of its employees or contractors who perform work for it hereunder will have entered into written agreements with the Supplier which ensure that the work they do is subject to the terms and conditions of this clause 17, and (ii) it will not incorporate any developments into deliverables to be provided to Pele which contain intellectual property not assignable or licensable to Pele as provided in this clause 17 without Pele's prior written consent.

18. GENERAL

18.1. The Purchase Order and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Lease or its subject matter or formation (including non-contractual disputes or claims).

18.2. Except to the extent that the context requires otherwise, provisions are to be construed independently and if any provision is void or wholly or partly unenforceable by any judicial or other competent authority, then that provision, to the extent that it is unenforceable, shall be deemed not to form part of the Purchase Order, but the validity and enforceability of the remainder of that provision or of the Purchase Order shall not be affected.

