

GENERAL TERMS AND CONDITIONS OF SALE

BLUE NOVA ENERGY PROPRIETARY LIMITED
Registration number 1987/001382/07
2 & 4 Erica Way
Somerset West Business Park
Somerset West
7130
SOUTH AFRICA

and **THE CUSTOMER**

(Herein referred to as "Blue Nova")

1 APPLICABILITY, PRECEDENCE

- 1.1 These Terms and Conditions (as defined below):
- 1.1.1 shall govern each Quotation and Supply Agreement resulting from the acceptance of a Quotation;
 - 1.1.2 will only be amended or varied or cancelled or replaced or waived to the extent expressly agreed to in writing and signed by the authorised representatives of each Party;
 - 1.1.3 shall overrule any terms and conditions of contract of the Customer, unless specifically otherwise agreed between the Parties in writing; and
- 1.2 If there are any discrepancies or conflict between the provisions of:
- 1.2.1 These Terms and Conditions and any annexure/s hereto, the provisions of the annexure/s shall prevail;
 - 1.2.2 annexures hereto, the annexure with the lower number shall prevail over an annexure with a higher number;
 - 1.2.3 these Terms and Conditions including annexures and any Supply Agreement, the provisions of the Supply Agreement shall prevail in respect of that specific Supply Agreement only.

2 INTERPRETATION, DEFINITIONS

In these Terms and Conditions and a Supply Agreement:

- 2.1 clause headings are for reference purposes only and shall not influence the interpretation;
- 2.2 reference to one gender shall include the other genders;
- 2.3 reference to natural persons include juristic persons and vice versa;
- 2.4 reference to the singular shall include the plural and vice versa;
- 2.5 if any provision in a definition is a substantive provision conferring rights or imposing obligations on a Party, effect shall be given to it as if it were a substantive provision in the body thereof;
- 2.6 where figures are referred to in numerals and in words, if there is any conflict, the words shall prevail;
- 2.7 all annexures hereto shall be deemed to be incorporated herein and shall form an integral part hereof;
- 2.8 expressions defined in these Terms and Conditions shall bear the same meanings in annexures hereto;
- 2.9 reference to days, months or years shall be construed as Gregorian calendar days, months or years;
- 2.10 durations shall be reckoned exclusively of the first and inclusively of the last day.
- 2.11 The following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings:
 - 2.11.1 "**Business Day**" means any day except a Saturday, Sunday or statutory public holiday in South Africa.
 - 2.11.2 "**Commercial Use**" means use by the Customer of the Goods or Services in the ordinary course of business, or substantial readiness for such use.
 - 2.11.3 "**Corrupt Act**" means any offence in respect of corruption or corrupt activities contemplated in the Prevention and Combatting of Corrupt Activities Act, 2004 of South Africa.
 - 2.11.4 "**Customer**" means the Party to whom Blue Nova supplies the Goods and/or renders the Services, as set out in a Quotation.
 - 2.11.5 "**Goods**" means the products, spare parts, sub-assemblies, components, and materials sold by Blue Nova to the Customer, as set out in a Supply Agreement.
 - 2.11.6 "**OHSACT**" means the Occupational Health and Safety Act, 85 of 1993 of South Africa.
 - 2.11.7 "**Parties**" means the Customer and the Supplier and "Party" means either of them.
 - 2.11.8 "**Proof of Delivery**", "**POD**" means written acknowledgement by the Customer that the Goods have been duly delivered, as provided in clause 6.
 - 2.11.9 "**Quotation**" means a quotation issued by Blue Nova to the Customer for the supply of Goods and/or Services.

- 2.11.10 "**Sanctioned Entity**" means a person, country or territory (and including any resident of such country or territory) appearing on a sanctions list of the (i) United Nations; (ii) European Union; (iii) government of the United States of America; (iv) government of the United Kingdom; or (v) government of South Africa;
- 2.11.11 "**Services**" means the services, if any, sold and rendered by Blue Nova to the Customer, either in connection with the Goods or otherwise, as set out in a Quotation.
- 2.11.12 "**Supply Agreement**" means following acceptance of the Quotation, the contract concluded between the Parties, incorporating these Terms and Conditions and the Quotation as the same may be amended, modified or supplemented from time to time; and
- 2.11.13 "**Terms and Conditions**" means the Blue Nova General Terms and Conditions of Sale, contained in this document and incorporated into each Supply Agreement.

3 QUOTATIONS

- 3.1 Blue Nova may from time to time issue a Quotation to the Customer for the Supply of Goods and Services.
- 3.2 Acceptance of a Quotation by the Customer shall in each instance result in the conclusion of a Supply Agreement.
- 3.3 Each Supply Agreement shall consist of:
 - 3.3.1 the accepted Quotation; and
 - 3.3.2 these Terms and Conditions, specifically incorporated in each and every Quotation.

4 PRICES

- 4.1 All prices are unless otherwise stated in South African Rand (ZAR), exclude Value Added Tax and are stated Ex Works/EXW Blue Nova's premises in South Africa, unless agreed to the contrary in writing.
- 4.2 Blue Nova reserve the right to amend published prices from time to time.

5 PAYMENT TERMS

- 5.1 The prices and all other amounts due under a Supply Agreement shall be due and payable in full prior to delivery.
- 5.2 Payment shall be made by electronic funds transfer into Blue Nova's nominated bank account and the Customer shall immediately e-mail proof of payment to Blue Nova .
- 5.3 The Customer shall be deemed to have paid the amount stated on the proof of payment only once Blue Nova has received the payment.
- 5.4 Late payment of any amount that is properly due and payable by either Party to the other Party under these Terms and Conditions shall attract interest at 3% (three percentage points) plus the prime interest rate quoted by the Supplier's bank from time to time, from time to time per annum, compounded monthly in arrears.
- 5.5 A certificate issued and signed by the Chief Financial Officer, or duly authorised Financial Manager of Blue Nova, whose authority need not be proved, stating the amount owing and/or the amount of interest payable by the Customer, is prima facie proof of the facts stated therein and the amount of the indebtedness of the Customer to Blue Nova. The certificate may be used in support of any application by Blue Nova for default- or summary judgment, provisional sentence, or any other legal proceedings.
- 5.6 The Customer shall not be entitled to withhold payment of the prices or any other amount legally due for any reason whatsoever, notwithstanding that a dispute may be pending between the Parties or as a retention or as a result of a third party not paying the Customer for any Goods or Services sold to them, nor shall the Customer be entitled to make any deduction from the prices or any other amount due, or to set off any alleged claim against the amounts due by the Customer to Blue Nova.
- 5.7 The Customer may only cancel a Supply Agreement, if Blue Nova agrees in writing thereto and subject to payment of a reasonable cancellation charge determined by Blue Nova.

6 DELIVERY

- 6.1 Delivery shall take place at the delivery address specified in the Quotation.
- 6.2 If any permit, licence or authorisation is required for
- 6.2.1 The import into the Customer's country; or
- 6.2.2 the transport of Goods; or
- 6.2.3 payment to be effected in accordance with a Supply Agreement;
- then the Customer shall obtain such permit, licence or authorisation timeously and at its own cost.
- 6.3 Should Blue Nova at the Customer's request, which request may be granted or refused at Blue Nova 's sole discretion, agree to engage a third party ("Shipping Agent") to supply courier- or transport services in regard to the Goods on behalf of the Customer, then:
- 6.3.1 Blue Nova is authorised to engage a Shipping Agent as agent for the Customer on such terms and conditions as it deems fit; and
- 6.3.2 The Customer indemnifies Blue Nova against all demands and claims which may be made against it by the Shipping Agent so engaged and all liability which Blue Nova may incur to the Shipping Agent or any third party arising out of the transportation of the Goods.
- 6.4 Upon delivery the Customer shall sign the Proof of Delivery. Should the Customer or its agent fail to sign the Proof of Delivery prior to the vehicle of Blue Nova, or the Shipping Agent, or Customer's vehicle leaving the point of delivery, the signature of a representative of Blue Nova, or the Shipping Agent shall be prima facie proof that the Goods were delivered to the Customer.
- 6.5 The Customer shall immediately upon receipt check the content of the Goods. Unless the Customer advise Blue Nova within 7 (seven) days from delivery of any defects, or shortages, the Customer is deemed to have received the Goods without shortage or defect and the Customer shall have no claim against Blue Nova for non-delivery of, or shortages in the Goods.
- 6.6 Time is not of the essence, except as may be otherwise agreed in writing by the Parties. Blue Nova shall not be liable for any loss or damage of any nature whatsoever, should delivery of Goods or rendering of Services not be made within the period stated in the Supply Agreement or Blue Nova 's documentation.
- 6.7 Should delivery of any Goods not be accepted by the Customer, consignee or party nominated by the Customer to accept delivery, then Blue Nova shall, in its sole discretion:
- 6.7.1 be entitled to store the Goods and any part thereof at no risk to Blue Nova and at the expense of the Customer; or
- 6.7.2 after obtaining a competent court order, sell the Goods in execution and retain the proceeds thereof as rouwkoop or as liquidated damages for the settlement or part settlement of the return and storage of the Goods.

7 RISK AND OWNERSHIP

- 7.1 The risk passes to the Customer on delivery at the agreed delivery address.
- 7.2 Notwithstanding the date of delivery and notwithstanding the date of passing of the risk, ownership in the Goods only passes to the Customer on receipt by Blue Nova of the full price in respect of the Goods.
- 7.3 Should the Parties agree that Goods already paid for by the Customer are temporarily stored at Blue Nova 's premises, such storage shall be at the Customer's risk.

8 SERVICES

- 8.1 Blue Nova shall adopt reasonable professional techniques and standards and provide the Services with due skill, care and diligence. Blue Nova may sub-contract the Services in whole or in part to any third party of Blue Nova 's choice, but this shall not relieve Blue Nova of its liability or obligations under the Supply Agreement.
- 8.2 Blue Nova shall provide the Services during the hours between 08:00 and 16:00 on Business Days.
- 8.3 The Services shall be charged for as agreed or failing that, at Blue Nova 's latest call-out, travel and hourly rates. At the Customer's request, Services outside the hours and/or outside the scope of a Supply Agreement may be provided in Blue Nova 's discretion, at Blue Nova 's then latest after-hours call-out, travel and hourly rates

9 WARRANTY

- 9.1 Blue Nova shall not be liable on the ground of any common law warranty in respect of the Goods and Services, including without limitation against latent defects in, or relating to "fitness for purpose" of, the Goods and Services.

- 9.2 Subject to clause 9.1 the only warranty that will be applicable to the Goods will be the warranty applicable to the specific category of Goods and published together with the product specifications on <https://www.bluenova.co.za/downloads/>.
- 9.3 Should no warranty terms in respect of a specific category of Goods be published under the link above, then:
- 9.3.1 Subject to clause 9.1, Blue Nova warrants that the Goods will be free from defects in material and workmanship under normal use and service for a period of 12 (twelve) months after delivery;
- 9.3.2 Blue Nova shall make good any defect, by repair or at its option replacement, which appears in the Goods during the applicable warranty period above, provided that:
- 9.3.2.1 Blue Nova is notified in writing within 7 (seven) days of the alleged defect occurring; and
- 9.3.2.2 the Customer has fulfilled all its obligations under the Supply Agreement.
- 9.4 Transport of the defective Goods to and from Blue Nova 's nominated premises shall be at the Customer's cost.
- 9.5 Blue Nova warrants that Services will be free from faulty workmanship for a period of 3 (three) months after provision thereof, and Blue Nova shall make good any defect, which appears in Services during the applicable warranty period, provided that
- 9.5.1 Blue Nova is notified in writing within 7 (seven) days of the alleged defect occurring; and
- 9.5.2 the Customer has fulfilled all its obligations under the Supply Agreement.

10 INTELLECTUAL PROPERTY

- 10.1 Blue Nova and its licensors retain all intellectual property rights to, and in respect of, the Goods, Services and related items. The Customer shall only use the Goods, Services and related items for the purposes for which they have been developed, manufactured and supplied to the Customer.
- 10.2 Without limitation to the above, the Customer shall not have any right directly or indirectly to copy, reverse engineer or manufacture the Goods, or to license, lease, dispose of, distribute, disclose or otherwise exploit any intellectual property whatsoever of Blue Nova and its licensors, or any part thereof, or to attempt to do so, or to or allow others to do so.
- 10.3 Should the Customer become aware of any threatened or actual infringement of any patent, design, copyright or other intellectual property of Blue Nova, or its licensors, then the Customer shall forthwith, in writing inform Blue Nova accordingly and shall provide such cooperation and assistance as Blue Nova may reasonably require in the enforcement of its rights against any person.
- 10.4 In the event of any claim being proved by a third party in respect of an infringement of any intellectual property rights relating to any part of the Goods (other than a part based on a design or instructions furnished by the Customer), Blue Nova shall at its expense and sole election either replace or modify such part with a non-infringing part or procure the right for the Customer to use such a part, provided that Blue Nova is given full opportunity to conduct all negotiations in respect of such claim. Such claim shall not be acknowledged or settled by the Customer without prior written consent of Blue Nova.
- 10.5 The Customer warrants that any design or instructions furnished by it shall not be such as to cause the Goods to infringe any intellectual property rights of a third party.

11 CONFIDENTIALITY

- 11.1 Confidential information includes, without limitation:
- 11.1.1 information relating to the Goods, Services and the intellectual property, know-how, methods and techniques employed by a Party;
- 11.1.2 financial and commercial information regarding the Supply Agreement, or a Party in relation to its obligations pursuant to the Supply Agreement.
- 11.2 Each Party shall not (and shall procure that its employees and agents shall not) for the duration of the Supply Agreement, or at any time after the expiration or termination of the Supply Agreement for any reason, disclose to any person (other than to its professional advisers on a need to know basis, or in compliance with a court order) or otherwise make use of any confidential information of the other Party.
- 11.3 Nothing in this clause 11 shall restrict the rights of either Party to use such information or documents for the purposes of legal enforcement of the Supply Agreement in accordance with its terms.

12 BREACH AND INSOLVENCY

- 12.1 Should either Party fail to remedy any breach of contract within 14 (fourteen) days of a written request by the other Party to do so, then in such event the innocent Party may, without prejudice to any of its rights in terms of the Supply Agreement or in law, cancel the Supply Agreement by written notice with immediate effect, with or without claiming damages.
- 12.2 In the event that a Party
- 12.2.1 commits an act of insolvency;
 - 12.2.2 is placed under a provisional or final winding-up, or is subject to business rescue proceedings;
 - 12.2.3 suffers that its credit rating is downgraded or its credit facilities withdrawn or rejected by any financial institution or credit bureau, or
 - 12.2.4 fails to satisfy or take steps to have set aside any judgment taken against it within 20 (twenty) days after such judgment has come to its notice;
- then the other Party may terminate the Supply Agreement on written notice with immediate effect.
- 12.3 Nothing in this clause 12 shall prevent a Party from claiming specific performance or damages for any breach, or from terminating the Supply Agreement by written notice with immediate effect for any material breach of contract.

13 DISPUTE RESOLUTION AND GOVERNING LAW

- 13.1 Subject to Blue Nova's right in each instance to elect to institute action for payment of the prices and any other amounts due under the Supply Agreement in any court of competent jurisdiction, in the event of any disagreement or claim ("dispute") arising out of or relating to the Supply Agreement (including without limitation, as to its existence or validity), the senior executives of the Parties or their delegates designated in writing shall endeavour to settle the dispute through bona fide negotiations within 14 (fourteen) days of the dispute being referred to them by written notice from either Party.
- 13.2 Should the Parties be unable to settle the dispute by the means and within the timeframe stated above, either Party may refer the dispute for final decision by arbitration in accordance with the rules for commercial arbitrations ("rules") of the Arbitration Foundation of Southern Africa ("AFSA"), by one or more arbitrator/s appointed in accordance with the rules.
- 13.3 Unless otherwise agreed in writing the arbitration shall be held in Sandton in the Republic of South Africa and conducted in the English language. Only the Parties and their legal representatives or persons agreed to shall attend the arbitration proceedings.
- 13.4 The decision of the arbitrator/s may be made an order of court. For these purposes and those of clause 14 the Parties irrevocably submit to the non-exclusive jurisdiction of the High Court of South Africa, Gauteng Division, Pretoria.
- 13.5 The Supply Agreement shall in all respects be governed by the law of South Africa, without regard to its conflict of law provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) of April 11, 1980 shall be excluded.
- 13.6 This clause 13 is severable from the rest of the Supply Agreement and shall survive the expiry or termination for whatsoever reason of the Supply Agreement.

14 URGENT RELIEF

The provisions of clause 13 shall not preclude any Party from access to a competent court of law for relief in the form of:

- 14.1 an interdict, including a mandatory interdict; or
- 14.2 an order for specific performance.

15 LIMITATION OF LIABILITY AND INDEMNITY

- 15.1 Neither Party shall be liable to the other for any loss of profit, loss of use, interruption or reduction of operation, loss of data (including the recovery thereof), loss of production, loss of contracts or for any indirect or consequential damage that may be suffered by the other even if advised of the possibility of such damages and regardless of the form in which any action is brought.
- 15.2 Neither Party's aggregate liability to the other for any claim or claims for damages, out of or in connection with any cause arising from the Supply Agreement, whether in contract or delict or any other cause of action, will in any event exceed 100% (one hundred percent) of the value of the Goods and Services supplied to the Customer under the relevant Supply Agreement during the 12 (twelve) months immediately prior to the events leading to the cause of action.
- 15.3 Nothing contained in clauses 15.1 and 15.2 above shall limit either Party's liability to the other in respect of:
- 15.3.1 death or injury of any person, or damage to property;
 - 15.3.2 infringement of intellectual property rights;
 - 15.3.3 breach of confidentiality; or

- 15.3.4 intentional, fraudulent or criminal acts.
- 15.4 Subject to clauses 15.1, 15.2 and 15.3 above, each Party (the "indemnifying Party") agrees to defend, indemnify and hold the other Party, its directors, employees, agents and other members of its group of companies, as that term is defined in the Companies Act 71 of 2008 of South Africa, (each an "indemnified Party") harmless from any and all claims, damage, cost, liability and expense including reasonable attorney's fees caused by, relating to or arising from:

15.4.1 the acts or omissions of the indemnifying Party, its directors, employees or agents;

15.4.2 any alleged libel, defamation, slander, invasion of privacy or any similar delict, or breach of any contractual right of a third party, or infringement of any intellectual property right of a third party including rights under patents, trademarks, copyright, trade secret, or confidentiality obligations, or rights of privacy and publicity resulting from, relating to or arising out of the acts or omissions of the indemnifying Party, except where any such claim relates to or arises out of any material furnished by the indemnified Party.

- 15.5 The Parties will co-operate in the defence of any matter arising from an indemnity under clause 15.4. A Party has the right to participate in the conduct of the defence with legal counsel chosen by it.

16 NOTICES AND DOMICILIUM

- 16.1 For the purposes of giving legal notices and the serving of legal process, the Parties choose their respective addresses on the Quotation as their domicilia citandi et executandi.
- 16.2 Any notice addressed to a Party shall be delivered by hand during office hours to its physical address.
- 16.3 Any notice shall be deemed to be received (unless the contrary is proved), on the day of delivery.
- 16.4 A Party may by written notice to the other Party change its domicilium to another address in South Africa which is not exclusively a post office box or poste restante. The change will become effective on the 5th (fifth) day following deemed receipt of the notice.
- 16.5 No provision of this domicilium clause shall be taken as affecting the validity of any notice which is actually received by a Party, whether at its domicilium or not and whether delivered in terms of the express provisions of this domicilium clause or not and any notice which is actually received by a Party shall be deemed to be notice validly given.

17 COMPLIANCE WITH LAWS AND ANTI-CORRUPTION

- 17.1 Each Party shall in all matters arising from or relating to the fulfilment of the Supply Agreement conform at its own expense with all laws and legislation relevant hereto.
- 17.2 The Parties shall not be entitled to claim or receive any benefits or rewards arising from the Supply Agreement, other than specifically provided for in the Supply Agreement.
- 17.3 Each Party warrants that neither it nor any of its employees, associates or agents have committed, or admitted to, or have been convicted of, any Corrupt Act in relation to the Supply Agreement and that it has ensured that all anti-corruption laws, internal processes and anti-corruption preventative measures have been complied with, prior to acceptance of the Quotation and will continue to be complied with for the duration hereof.
- 17.4 A Party shall not engage nor remunerate any third parties, including without limitation any employee of a third Party, in connection with a Supply Agreement or any contract flowing from, or related thereto.
- 17.5 Each Party warrants to the other Party that neither it nor any of its Affiliates, employees, directors, or agents will during the term of this Agreement enter into any transaction that results in, or is likely to result in, a Sanctioned Entity gaining access (regardless whether during or at any time after the termination of this Agreement) to any Services rendered, or products manufactured by, or any intellectual property or confidential information of, the other Party, or a third party. Each Party (indemnifying Party) indemnifies the other Party against any breach of this clause by the indemnifying Party, its Affiliates, employees, directors or agents.
- 17.6 Failure by a Party to comply with this clause 17 shall constitute a material breach of contract.

18 GENERAL

- 18.1 **Validity and Severability**
- If any provision of a Supply Agreement is found or held to be invalid or unenforceable, the validity of all the other provisions hereof will not be affected thereby and the Parties agree to meet and review the matter and if any valid and enforceable means is reasonably available to achieve the same objective as the invalid or unenforceable provision, to adopt such means by way of

- variation of the Supply Agreement.
- 18.2 Contra Proferentem
The rule of construction that in the event of any uncertainty in any provision in any agreement, such agreement shall, in construing/interpreting the uncertainty, be construed or interpreted against the drafter of such agreement, shall not be applicable to the Supply Agreement.
- 18.3 Variation
No variation of or addition to a Supply Agreement will be of any force or effect unless reduced to writing and signed by the Parties.
- 18.4 Waiver
No waiver on the part of a Party of any rights arising from a breach of any provision of a Supply Agreement will constitute a waiver of rights in respect of any subsequent breach of the same or any other provision.
- 18.5 Vis Major
- 18.5.1 Failure to comply with any of the terms and conditions of the Supply Agreement if occasioned by or resulting from an act of nature or public enemy, fire, explosion, earthquake, perils of the sea, flood, storm or other adverse weather conditions, war declared or undeclared, civil war, revolution, civil commotion or other civil strife, riot, strikes, blockade, embargo, sanctions, epidemics, act of any government or other authority, compliance with government orders, demands or regulations, as well as shortages, interruptions, fluctuations or the unavailability of electrical power, water supply or means of communication or any circumstances of like or different nature beyond the reasonable control of the Party so failing ("vis major"), will not be deemed to be a breach of the Supply Agreement, nor will it subject either Party to any liability to the other.
- 18.5.2 Should a Party's performance of an obligation become temporarily impossible owing to vis major, that Party shall:
- 18.5.2.1 as soon as reasonably possible after the vis major sets in notify the other Party in writing of the incidence of vis major;
- 18.5.2.2 be released from performance of the affected obligation for so long as the vis major prevails;
- 18.5.2.3 use its best endeavours to recommence performance of the affected obligation, to whatever extent reasonably possible, without delay; and
- 18.5.2.4 co-operate with the other Party in implementing such contingency measures as the other Party may reasonably require.
- 18.6 Should the circumstances of vis major continue for longer than 90 (ninety) days, either Party shall be entitled to terminate the relevant PO, or if appropriate the Supply Agreement, with immediate effect by written notice.
- 18.7 Cession and Delegation
A Party cannot validly cede any right or delegate any obligation arising under a Supply Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the above, Blue Nova may by written notice to the Customer cede and delegate a Supply Agreement to any other company controlled by Reunert Limited 1913/004355/06.
- 18.8 Warranties
No Party has given any warranty or made any representation to the other Party, other than as expressly set out in a Supply Agreement.
- 18.9 No Agency
Blue Nova is an independent contractor to the Customer and nothing in a Supply Agreement constitutes a relationship of employment, agency, joint venture or partnership between the Parties. A Party shall not hold itself out as being an agent or partner of the other Party, or as being in a joint venture with the other Party. A Party shall not assume or create or attempt to assume or create directly or indirectly any obligation on behalf of or in the name of the other Party.
- 18.10 Arrangements under section 37(2) of the OHSACT
Each Party is an employer in its own right, a specialist in its own field of operations, performs work using its own employees and/or agents and its activities, methodologies and work are not directly supervised by the other Party. Each Party shall comply with the OHSACT accordingly.
- 18.11 Co-operation and Support
- 18.11.1 Each Party undertakes at all times to use commercially reasonable efforts to co-operate, to perform all such actions and take such steps and to procure the cooperation, the performance of all such actions and taking of all such steps as may be open to it and necessary for and incidental to the putting into effect and maintenance of the provisions of the Supply Agreement.
- 18.11.2 Without limitation to the generality of the foregoing, the Customer shall promptly upon request by Blue Nova provide an End User Certificate to enable Blue Nova to obtain any permit, licence or authorisation that it is obliged to obtain.
- 18.12 Non Solicitation
A Party shall not without the prior written consent of the other Party, either during, or within 12 (twelve) months after termination or cancellation of a Supply Agreement for whatsoever reason, engage, employ or otherwise solicit for employment, whether directly or indirectly, any person who during the currency of the Supply Agreement was engaged in the performance of the Supply Agreement as an employee or temporary employee of the other Party, or of the other Party's suppliers under the Supply Agreement. A Party in breach of this clause shall pay to the other Party as liquidated damages an amount equal to the gross annual salary as calculated immediately prior to the breach (including any commissions and other payments) of the person so engaged, employed or solicited.
- 18.13 Entire Agreement
The terms contained in the Supply Agreement constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all contemporaneous oral agreements and prior oral and written quotations, communications, agreements, and understanding of the Parties.
- 18.14 Language
The ruling language of the Supply Agreement and for communications and notices shall be English. All documents, manuals, certificates, notices, materials and training, if any, to be supplied by a Party under the Supply Agreement shall be in English.
- 18.15 Costs
Each Party shall bear its own legal costs and disbursements of and incidental to the negotiation, preparation, settling, signing and implementation of the Supply Agreement. Any legal costs incurred by a Party arising out of or in connection with a breach by the other Party, shall be borne by the Party in breach on a scale as between attorney and client.
- 18.16 Counterparts
A Supply Agreement may be executed by the Parties in one or more counterparts, all of which taken together shall constitute one and the same instrument