

Terms of Purchase

The Seller agrees that this Purchase Order shall be subject to the following terms and conditions:

1. **Validity:** This Purchase Order shall be valid only if approved by an authorized agent of the Buyer and, in addition, it bears the validity stamp in the designated area on the front of the document.
2. **Acceptance:** This Purchase Order shall be deemed accepted if either a signed copy of this Purchase Order is returned to the Buyer by mail, if all goods specified herein are shipped along with written notification within 24 hours of the aforementioned shipment.
3. **Inspection upon Receipt:** All goods shall be subject to the Buyer's right to inspect and reject them at any time after receipt. The Buyer shall have the right to conduct sufficient inspections to determine whether the goods conform to the contract. The Seller shall bear the cost of inspecting rejected goods. Defective or non-conforming goods shall await the Seller's instructions (under the Seller's responsibility) and shall be returned at the Seller's expense, should the Seller so direct. If inspection reveals that some goods received do not conform to the Buyer's specifications, the Buyer shall also have the right to cancel any portion of the Purchase Order that has not yet been shipped. Furthermore, at the Buyer's request, the Seller shall repair or replace at its own expense any portion of the materials supplied hereunder that are found to be defective. Payment for goods included in this Purchase Order prior to inspection shall not constitute acceptance of the goods and shall not prejudice any claims the Buyer may have against the Seller. Acknowledgment of receipt on packing slips or bills of lading shall not constitute acceptance.
4. **Specification Warranty:** The Seller expressly warrants that all materials, items, and workmanship of the materials and items in this Purchase Order, or any other description, drawings, specifications, or samples provided by the Seller or Buyer, shall strictly conform to this Purchase Order, the aforementioned description, drawings, specifications, or samples, without any defect in materials or workmanship (or both), and shall be merchantable and fit for the purpose(s) for which they are intended. This

warranty shall survive delivery of the goods and shall not be deemed waived by the Buyer's acceptance of said materials or items or payment therefor. Any deviation from this Purchase Order or the specifications contained herein, or any other modification, must be approved in writing by the Buyer.

5. **Indemnification:** The Seller agrees to indemnify, hold harmless, and defend the Buyer against any claims, demands, liabilities, losses, or expenses of any kind that the Buyer may incur or sustain as a result of, arising out of, or relating to the manufacture, sale, or supply of the goods described in this Purchase Order by the Seller to the Buyer, or in connection with any property of the Buyer held by the Seller. This indemnification clause shall be interpreted in a way that limits or restricts any other rights or remedies available to the Buyer against the Seller.
6. **Seller's Insurance (Assignment by the Seller):** The Buyer shall procure and maintain product liability insurance in an amount sufficient to cover any liability claims that may arise to the Seller from the manufacture, sale, or supply of any of the goods described in this Purchase Order. Such a product liability insurance policy shall provide adequate coverage to fulfill any liability, as described in the Seller's indemnification agreement with the Buyer, as a result of activation of the indemnification agreement as defined under Section 5 above, or any other legal action, as well as to fulfill any liability of the Buyer to any third party.
7. **Quantities:** The specific quantity ordered must be delivered and shall not be changed without the Buyer's written consent. The Buyer may reject any unauthorized quantities and return them at the Seller's expense.
8. **Delivery:** Delivery shall be made within the time specified in the Purchase Order. Otherwise, the Buyer reserves the right to cancel the Purchase Order pursuant to Section 20 below and hold the Seller liable for any damages resulting from the Seller's inability to deliver the goods within the specified time. Neither the Seller nor the Buyer shall be held responsible for delays or failures in performance caused by fire, strikes, epidemics, embargoes, government directives, or reasonably, other conditions beyond their control.

9. **Routing:** All materials shall be shipped in accordance with the shipping instructions specified on the front of this Purchase Order.
10. **Additional Charges:** No additional charges of any kind, including charges for crates, packaging, transportation, or other extras, shall be allowed unless expressly agreed to in advance and in writing by the Buyer.
11. **Shipping Instructions:** All packages, packing slips, and invoices must be clearly marked with the Purchase Order number displayed on the front of this Purchase Order.
12. **Insurance:** Any insurance obtained by the Buyer for goods in transit to the Buyer shall be solely at the Seller's expense.
13. **Installation:** If this Purchase Order requires the Seller to provide supervisory, expert, or other personnel to perform work at the Buyer's premises in connection with installation or any other matter related to this contract, the Seller agrees, whether such services are separately chargeable or not, that such personnel shall not be considered agents or employees of the Buyer. The Seller assumes full responsibility for the actions or omissions of such personnel and agrees to indemnify the Buyer against any claims or damages arising therefrom. The Seller shall bear sole liability for any wages or taxes imposed on the employer under any law or regulation related to such personnel.
14. **Patents:** The Seller warrants that the goods purchased under this document do not infringe any patents or other industrial property rights in Israel or elsewhere. The Seller agrees to defend, indemnify, and hold harmless the Buyer, its successors, assigns, customers, and users of its products against any claims, damages, legal expenses, or losses arising from actual or alleged infringement of any industrial property rights. Upon notification, the Seller shall appear and defend, at its own expense, against any claim, legal proceeding, or arbitration initiated against the Buyer and shall pay any arbitration fees awarded against the Buyer in such proceedings.
15. **Drawings, Patterns, etc.:** All drawings, plans, patentable ideas, materials, patterns, tools, and other items prepared by the Seller during the execution of this Purchase Order, as well as items provided by the Buyer to the Seller

under this Purchase Order, shall be the property of the Buyer. Such items shall be delivered to the Buyer upon completion or termination of this Purchase Order, and no copies shall be retained unless authorized by the Buyer.

16. **Price:** If the price is not specified in this Purchase Order, the goods shall be invoiced at the last price quoted by the Seller or the current market price, whichever is lower. No delivery under this Purchase Order shall be made at a higher price unless expressly approved by the Buyer.

17. **Applicable Laws:** The Seller declares that the goods covered by this Purchase Order have not been manufactured, sold, or priced in violation of any law, regulation, or administrative directive.

18. **Cancellation:** The Buyer reserves the right to cancel this Purchase Order, in whole or in part, without liability or indemnity, if the Seller fails to deliver the goods as specified or breaches any terms of this agreement.

19. **Changes:** The Buyer may, at any time, by written notice, suspend performance, make changes to specifications, delivery schedules, or require additional work.

20. **Assignment:** The Seller shall not assign this Purchase Order without the Buyer's explicit consent.

21. **Other Conditions:** If any terms of the Seller's sale conflict with this Purchase Order, the terms of this Purchase Order shall prevail unless explicitly agreed to by the Buyer in writing.

22. **Waiver:** The Buyer's failure to act on any breach of these terms by the Seller shall not constitute a waiver of remedies for such or other breaches.

23. **Applicable Law:** This Purchase Order shall be governed and interpreted in accordance with the laws of the State of Israel.