

## GENERAL TERMS & CONDITIONS OF SALE

### Revision 1: 06/2017

The following provisions govern all orders, contracts, sales, deliveries and other services provided by Oran Palmach Tzuba A.C.C. Ltd or its subsidiaries or affiliates including, inter alia, Oran Marketing and Development A.C.C. Ltd. ("**Seller**") to purchasers of Seller's products ("**Buyer**" and the "**Products**").

1. **Effect:** These terms and conditions shall supersede and prevail over any other terms and conditions pertaining to the sale of the Products, and may be amended or supplemented only by written document duly signed by the Seller's authorized representative. Neither receipt by the Seller of any form of terms and conditions or other document (including Buyer's general terms and conditions), nor annexing or enclosing the same to any document, shall be deemed to amend the terms hereof or incorporate such terms herein.
2. **Orders:** Any order submitted by Buyer shall be deemed to be an offer to purchase Seller's products according to these general terms and conditions of sale. No order shall be deemed and Seller shall be under no obligation to sell any Products, unless Seller, by its authorized representative expressly confirms in writing Buyer's order.
3. **Quality; Warranty:** The Products are materially warranted to meet the Seller's specified characteristics, on the date of delivery. In the event that a warranty certificate shall be supplied by Seller together with the products, then in case of a discrepancy or contradiction between the warranty and these general terms and conditions, the terms of such warranty shall supersede and prevail over these general terms and conditions. In the event that no warranty certificate shall be supplied by Seller together with the products, then these general terms and conditions shall apply and the warranty contained in this section shall be in lieu of all other warranties, express or implied, as to the quality, description, fitness of the product/s for any purpose or use, merchantability or otherwise.
4. **Price and Payment; No Set-Off:** Unless otherwise expressly agreed in writing, prices are given by Seller on an Ex Works basis (Incoterms, 2010) and do not include value added tax or additional services and/or other expenses such as packaging, freight charges, insurance, etc. Unless otherwise expressly agreed in writing, invoices are due immediately/within 30 days of the date of Seller's Invoice. Payments shall be made in full without any withholding, set-off or deductions on account of claims regarding quality or for any other reason whatsoever. No claim with respect to the Products shall serve as justification for non-payment. Any delay of more than 7 (seven) days in payment of any amount due shall bear interest at the rate of 1% per month.
5. **Licenses/Duties:** Unless Seller, by its authorized representative expressly confirms otherwise in writing, all import charges including duties, taxes and license fees, shall be borne by the Buyer. The Buyer shall be responsible for obtaining all necessary licenses and permits for the sale of the Products in the country of destination. Buyer's failure to do so will entitle the Seller, without prejudice to any other rights, to suspend or cancel further deliveries or terminate any order or agreement between Seller and Buyer.

6. **Title/Risk:** Title in Products shall pass to Buyer upon: (i) receipt by Seller of full payment therefor; or (ii) delivery of the Products to Buyer, whichever is later. Risk of loss and/or damage in or to the Products shall pass to Buyer upon delivery thereof at the agreed delivery location(s).
7. **Liability:** Notwithstanding anything to the contrary herein or elsewhere contained, the Buyer's sole and exclusive remedy and Seller's sole liability shall be limited to the replacement of the non-conforming Product on an Ex Works basis (Incoterms, 2010); or the repair of the non - conforming Product; or if Seller so elects, to refund Buyer the amount paid for the non-conforming Product, all at the sole discretion of the Seller, provided that any claim by the Buyer shall be notified to the Seller within 14 days from the date of delivery of the Product/s, unless the non – conformance of the Product/s was not apparent on reasonable inspection, in which case the claim shall be notified within 14 days after discovery of the non-conformance. If Buyer shall not notify the Seller of its claim within the above time frame, the Seller shall have no liability with respect to such non-conformance and such products shall be deemed, for all intents and purposes, to fully conform to the agreed specifications.

SELLER SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOSS OF PROFIT) AND IN NO EVENT WILL THE SELLER'S LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS AND/OR THE PRODUCTS, EXCEED THE AMOUNT ACTUALLY PAID TO THE SELLER FOR THE PRODUCTS IN RESPECT TO WHICH THE CLAIMS ARE MADE.

8. **Suspension or Cancellation of Deliveries:** Upon the occurrence of any of the following events, the Seller may, without prejudice to its other rights or remedies, suspend or cancel further deliveries or terminate any order or agreement between Seller and Buyer, as the Seller shall deem fit at its sole discretion: (a) the Buyer fails to pay the Seller on the due date any amount owed to Seller; (b) Buyer breaches any of the material terms or conditions hereof, or breaches any non-material term or conditions hereof and fails to rectify such breach within 10 (ten) days; (c) a receiver is appointed for the Buyer, or all or a substantial part of its property; (d) the Buyer becomes insolvent and/or ceases and/or is unable to pay its debts as they become due, or makes an assignment for the benefit of its creditors; (e) any proceedings are commenced by or for the Buyer under any bankruptcy, insolvency or any other debtors' relief law; (f) Buyer commences to dissolve under applicable corporate law statutes.
9. **Changes and Adjustments.** Subject to providing the Buyer with a written notice with respect thereto, the Seller shall have the right to make changes or adjustments to the specifications of Products, in the event that such changes or adjustments are necessary to comply with any applicable law, rule, regulation, standard or safety requirement, provided however that such changes or adjustments do not materially affect the nature of the Products.
10. **Intellectual Property Rights.** Seller reserves all right and title, including (without limitation) all patents, copyright, industrial design rights and any other intellectual property rights, in and to any and all data, designs, drawings, plans, layouts, specifications, models, documentation, reports and information in connection with the Products, in tangible or intangible form and nothing in these general terms and conditions or otherwise shall be construed as transferring any intellectual property right of Seller of any kind (including in connection with the Products), to the Buyer.

11. **Force Majeure**: The Seller shall have no liability to Buyer with respect to any delay or failure in performing any of its undertakings towards Buyer which is due to circumstances beyond Seller's reasonable control, including but not limited to, acts of God, floods, fires, storms, act of government and/or other competent authorities, war, acts of hostility and/or terror, armed insurrection, strikes, lock-outs, accidents, breakdowns of plant or machinery, shortage or unavailability of raw materials or other supplies and delay in or unavailability of transportation.
12. **Governing Law and Jurisdiction**: The validity, construction, performance, termination and any other aspect of these general terms and conditions shall be governed by the laws of the State of Israel (excluding its choice of law rules). Exclusive jurisdiction shall be vested with the competent courts of Tel-Aviv, Israel. Buyer waives all jurisdiction, venue, and forum non convenience arguments relating to such courts.  

Notwithstanding the above provisions, Seller may institute legal proceedings against the Buyer in the country of registration of Buyer or where it conducts any of its businesses, in which case the applicable law shall be that of the country where legal proceedings were instituted as aforesaid.
13. **Assignment**: Buyer may not assign any of its rights and/or obligations vis-à-vis the Seller or in connection with these general terms and conditions to any third party whatsoever, without the prior written consent of the Seller.
14. **Waiver of Default**: No delay or omission to exercise any right, power or remedy on the part of Seller upon any breach or default of Buyer shall impair any such right, power or remedy, nor shall it be construed to be a waiver of any such breach or default, or any acquiescence therein, or of any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring.
15. **Severability**: If any provision or part of these general terms and conditions (including, without limitation, the limitations of liability contained herein) is or becomes invalid or unenforceable by any applicable law, it shall be deemed superseded and replaced by a valid, enforceable provision that most clearly matches the intent of the original provision.

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