

GENERAL TERMS AND CONDITIONS OF SALE**1. GENERAL**

- 1.1. These General Terms and Conditions of Sale shall apply to all Offers submitted by Tadiran to a Customer and to Purchase Orders received from a Customer and accepted by Tadiran for the sale of Products. These Terms and Conditions shall prevail over any other terms and conditions contained in any Purchase Order or other document of or communication from the Customer.
- 1.2. The Offer is open for acceptance within 30 days after its date of issuance unless a different validity period is stated in the Offer. All Purchase Orders are subject to acceptance by Tadiran in writing.
- 1.3. Descriptions and illustrations contained in catalogues, brochures, price lists and other advertisements are for general information purposes only and Customer shall be deemed to have purchased the Products without reliance on such descriptions and illustrations.

2. DESCRIPTIONS

- 2.1. „Terms and Conditions“ shall mean these Tadiran’s General Terms and Conditions of Sale.
- 2.2. „Offer“ shall mean an offer issued by Tadiran that includes a quotation and/or a price list for the purchase of products by Customer.
- 2.3. „Purchase order“ shall mean the order issued by the Customer for the purchase of Products, and acknowledged by Tadiran in accordance with these Terms and Conditions.
- 2.4. „Products“ shall mean the goods, materials or equipment and any part or component thereof supplied by Tadiran and /or any work or services

performed by Tadiran pursuant to these Terms and Conditions.

- 2.5. „Customer“ shall mean the buyer of Products, the recipient of an Offer or the party issuing a Purchase Order.
- 2.6. „Tadiran“ shall mean any company of which Tadiran holds directly or indirectly more than 50% of the capital.

3. PRICE – PAYMENT

- 3.1. Increase of raw material/labor cost
Tadiran reserves the right to change the price payable for the products or to modify delivery terms, due to rising of raw material, transport or labor cost, without any prior notice to customers. Such modified price or delivery will apply immediately upon written notice from Tadiran and for all yet to be delivered customer’s purchase orders (made either prior or after Tadiran’s written notice).
- 3.2. Unless otherwise agreed in writing, products are invoiced at the prices applicable on the date when the Products leave Tadiran’s warehouses.
- 3.3. Unless otherwise agreed in writing, all prices are given by Tadiran on Ex-Works basis (Incoterm 2020). Whenever Tadiran agrees to deliver the Products otherwise than at Tadiran’s premises, Customer shall be liable to pay all Tadiran’s charges and duties in respect of carriage, freight, packaging, customs and insurance.
- 3.4. Payment for Products shall be made by the Customer within 30 days from the date of the invoice or as otherwise agreed between Tadiran and the Customer.
- 3.5. The price is exclusive of any applicable value added tax or any other taxes and

duties, which Customer shall be additionally liable to pay Tadiran.

- 3.6. Any amounts not received by Tadiran by the due date shall be subject to interest at the rate of 15% per annum, increased by a lump sum for recovery costs of 40€ per delayed invoice. This amount shall be calculated on the overdue payments, with capitalization of interest.
- 3.7. Should the customer fail to fulfill its obligations of payment at the due date, Tadiran reserves the right to cancel the sale within 5 days following notification to the Customer by registered letter or by e-mail with acknowledgement of receipt. This is without prejudice to any damages which may be claimed by Tadiran.

4. DELIVERY

- 4.1. All Products will be suitably packed for shipment in accordance with Tadiran's standard, unless otherwise requested by the Customer and agreed to in writing by Tadiran.
- 4.2. Tadiran shall do its best efforts to comply with the delivery date specified in the Purchase Order acknowledged and/or in the Offer. Partial delivery shall be permitted. Delays shall, in no case whatever, justify the cancellation of the Purchase Order. Tadiran shall not be responsible for delays in delivery or performance due to causes beyond its reasonable control, including Force Majeure as defined in Section 13. If performance by Tadiran is delayed by reason thereof, Tadiran shall notify Customer, and the time for performance shall be extended for the period of such contingency. If, as a result of any such contingency, Tadiran is unable to perform any accepted Purchase Order in whole or in part, then to the extent that it is unable to perform, such Purchase Order shall be deemed terminated without liability to either

party, but shall remain in effect as to the unaffected portion thereof, if any.

- 4.3. Delivery takes place in accordance with Ex-Works Incoterms 2020 at or as otherwise agreed in writing between the parties.
- 4.4. It is agreed between Tadiran and Customer that the Products are shipped at the Customer's risk even if the shipping is done at Tadiran's expense. Customer shall then take all necessary precautions including insurance to cover these risks.
- 4.5. The Customer shall perform a visual inspection at the receipt of the Products and notify Tadiran any reservations within 24 hours.
- 4.6. Should Customer postpone delivery of any Products, Customer will be required to pay to Tadiran i) the invoice at the due date and, ii) 1% of the Purchase Order price per week for the Products storage at Tadiran premises. Should Customer postpone delivery of any Product above 12 weeks from the scheduled delivery date, Tadiran shall have the right to deliver the Product and to invoice accordingly.

5. RETENTION OF TITLE

- 5.1. Tadiran retains full ownership of the Products until full payment of the selling price has been received.
- 5.2. Notwithstanding Tadiran's retention of title, the risks related to the products (including the risk of loss or destruction) shall pass to the Customer in accordance with Section 4.3 above.
- 5.3. Until full payment of the price, the Customer shall keep the Products separate from any other products and properly stored, protected, insured and identified as Tadiran's property.
- 5.4. Tadiran reserves the right to reclaim the Products if the selling price is unpaid at the due date and Customer undertakes to bear all related expenses.

6. WARRANTY

- 6.1. Tadiran warrants that the Products shall, for a period of one year from Tadiran's delivery of such products, be free from defects in materials and workmanship and shall conform to the contractual specifications or to specification sheet of the Product. This warranty does not cover defects or failure caused by improper handling, storage, maintenance or repair or by any modification, misconnection, abuse, abnormal use of such Products (inter alia overloading or overcharging) or use not complying with Tadiran's user manual provisions if any.
- 6.2. Warranty claims must be made to Tadiran immediately after discovering the defect and within the warranty period or are forever waived.
- 6.3. The foregoing warranty is exclusive of any other warranties, express, implied or statutory. In particular, this warranty shall not apply to failure arising from defect in design, when the design has been completed by the Customer or a third party. Unless otherwise agreed, the warranty shall not apply to the compliance of Products to Customer's needs. Should the Products warranty be breached, Customer's exclusive remedy against Tadiran, and Tadiran's sole obligation, shall be limited to, at Tadiran's option, repairing or replacing the defective Products or refunding the purchase price of such defective Products.
- 6.4. The Product shall be considered as defective if the failure may be duplicated by Tadiran, it being understood that nonconformity shall be determined by reference to the contractual specifications applicable to the allegedly defective Products.

7. INSTALLATION

- 7.1. Unless otherwise agreed in writing, all prices are exclusive of any installation or service Customer may require.
- 7.2. If Tadiran is required to install the Products supplied hereunder at the Customer's premises, Tadiran shall be under no liability whatsoever for damage incurred by the Customer, caused by Tadiran, its agents or sub-contractors in installing the Products or for any consequential damages or purely financial loss howsoever caused.

8. INSPECTION & TESTS

- 8.1. Tests on the Products specified in the Offer will be performed by Tadiran at its facilities.
- 8.2. If Customer requires tests other than those specified in the Offer, or if Customer requires that the specified tests be carried out in the presence of its representatives, Customer shall pay for the cost of those tests and any other associated costs.

9. LIABILITY

- 9.1. In no event Tadiran shall have any liability for damages in an amount exceeding the purchase price of the related defective Products.
- 9.2. Tadiran shall not have any liability for incidental, indirect or consequential damages arising out of or relating to the Purchase Order or the Products, including but not limited to loss of profit or revenue, loss of business opportunity or anticipated saving.
- 9.3. Unless otherwise agreed in writing with the Customer, Tadiran shall not be liable for damages arising from the integration or the use of Products in a system or equipment (the „System“), on the design of which Tadiran has no control. In such case, the Customer is

solely liable for the System quality and reliability, as well as for necessary security device and shall indemnify Tadiran against any demand, claim, action, decision, loss or damage arising from the use of the System which incorporates the Products.

10. INTELLECTUAL PROPERTY

- 10.1. Any and all intellectual property rights related to or in connection with the Products (including any designs, drawings, specifications, test results, technical descriptions, catalogue, brochures, manuals, and other data, submitted with or in connection with Tadiran's Offer or resulting from the performance of the Purchase Order by Tadiran) is the property of Tadiran. No license is granted by Tadiran on the Products under these Terms and Conditions.
- 10.2. The Customer shall refrain from infringing upon Tadiran's intellectual property rights (as defined Section 10.1) and shall not destructively test, disassemble, radiograph, reverse engineer or otherwise analyze any Products, without Tadiran's prior written consent.
- 10.3. In the event that Products are developed and/or manufactured in accordance with plans, drawings and specifications provided by the Customer, the Customer shall hold harmless Tadiran against any and all claims and damages resulting from alleged or actual infringement of any industrial or intellectual property rights of a third party.
- 10.4. Customer shall promptly notify Tadiran of any intellectual property claim related to the Products and shall give Tadiran any assistance and information requested by Tadiran for the defense of such intellectual property claim.
- 10.5. Unless otherwise agreed in writing, specific tooling designed and produced to manufacture Products designed by

Tadiran according to Customer's specifications shall remain Tadiran's exclusive property.

11. CONFIDENTIALITY

Any information, data, know-how disclosed by Tadiran shall at all times be treated by the Customer as strictly confidential and shall not without Tadiran's prior written consent (i) be used by the Customer for any other purpose than the use of the Product, and/or (ii) be communicated to third parties.

12. FORCE MAJEURE

- 12.1. Force Majeure means any events beyond Parties' control including without limitation, strikes or other labor disturbances, inability to obtain fuel, material or parts, delays in transportation, repairs to equipment, supplier's failings, fire or accident.
- 12.2. Should either party be prevented from performing its obligations by reason of Force Majeure, then such party shall not be liable for such nonperformance and its obligations shall be suspended for the duration of the Force Majeure event.

13. APPLICABLE LAW AND DISPUTES

These Terms and Conditions shall be governed by the laws of Germany. The parties expressly waive application of the Vienna Convention on the international sale of goods. Any dispute between the parties shall be referred to the courts within the jurisdiction if the Courts of Berlin (Amtsgericht, Landgericht).

14. COMPLIANCE AND EXPORT CONTROL

- 14.1. Customer shall comply with all applicable laws including but not limited to laws relating to anti-bribery and anti-corruption. The Customer shall not offer, promise or give any undue pecuniary, bribes or other advantage for any reason, whether in dealings with governments or the private sector.
- 14.2. Customer undertakes that the Products shall not be sold, directly or indirectly, to any country/person if it is in violation of export control or economic sanctions laws or regulations. The Customer shall also ensure that its sub-distributors and agents will comply with such laws. Tadiran shall be excused from performance of any contractual obligation to the extent that such performance is prohibited under any export control or sanctions laws and regulations, without any liability whatsoever.
- 14.3. Customer shall procure that any third parties to whom the products from Tadiran will be supplied are under the same obligations as set out in this Section 15 such that all third parties down the supply chain, as far as the end-user, are under the same strict compliance obligations.

15. MISCELLANEOUS

- 15.1. Modification: Tadiran reserves the right, at any time, to make any technical improvements of the Products subject to an increase of price.
- 15.2. Waiver: no failure or delay by Tadiran or by the Customer in exercising any of its rights under these Terms and Conditions shall operate as a waiver thereof nor shall any single defective or partial exercise thereof preclude any other or further exercise of that or any other right.

15.3. Assignment: The Purchase Order shall be made only in writing and duly signed by Tadiran and the Customer.

15.4. Amendment:

15.4.1. Any modification to the Purchase Order shall be made only in writing and duly signed by Tadiran and the Customer.

15.4.2. Tadiran can revise these Terms and Conditions without notice to the Customer.

15.5. Nullity: if any provisions of these Terms and Conditions are declared null and void, the validity of the other provisions shall not be affected.