

SURON

Terms & Conditions

2024

GENERAL CONDITIONS
OF SALE FOR GOODS
AND SERVICES

Issued by: SURON A.C.A.
Ltd a cooperative society
registered in Israel
(cooperative society
registration no.
570034413) whose
principal place of
business is at Maagan
Michael, Israel 3780500



SURON
Precision Solutions

GENERAL CONDITIONS OF SALE FOR GOODS AND SERVICES

Issued by: SURON A.C.A. Ltd a cooperative society registered in Israel (cooperative society registration no. 570034413) whose principal place of business is at Maagan Michael, Israel 3780500

1. DEFINITIONS

1.1. For the purpose of these general conditions and all related documents, the following definitions shall apply:

1.1.1. **Affiliate:** Any Person which now or hereafter controls either directly or indirectly a Party; or is controlled directly or indirectly by such Party; or is directly or indirectly controlled by a company, firm, partnership or other legal entity which directly or indirectly controls such Party. “**Control**” for the purpose of this definition meaning the ownership of 50% (fifty percent) or more of the nominal value of the issued share capital or 50% (fifty percent) or more of the voting power at the general meeting of shareholders or having the power to appoint a majority of the directors or otherwise direct the activities of such Person, but any such Person shall be deemed to be an Affiliate only as long as such nexus exists.

1.1.2. **Agreement:** The agreement concerning the sale and delivery of Products or the provision of Services concluded in writing between the Parties, consisting of a Purchase Order duly accepted by the Supplier, and these General Terms, and includes all appendices, subsequent amendments thereof and/or addenda thereto as agreed upon in writing between the Parties.

1.1.3. **Confidential Information:** The Agreement as well as all information and know-how (including but not limited to formulations, designs and other intellectual property rights) furnished by a Party to the other in any form whatsoever or otherwise coming to a Party's knowledge in connection with the performance of the Agreement and all data derived directly or indirectly from such information and all warranty claims, if any, which may arise under the Agreement.

1.1.4. **Contract Price:** The total amount of the consideration specified in the Agreement, payable by the Customer to the Supplier for the sale of Products or the provision of Services.

1.1.5. **Customer:** The Person named as such in the Agreement.

1.1.6. **Documentation:** Any documentation provided by the Supplier in connection with the Goods.

1.1.7. **Force Majeure:** Any and every effect outside the Supplier's control- even if such effect might have been anticipated at the time of closing the Agreement, which prevent, permanently or temporarily, performance of the Agreement under conditions that remain un- changed for the Supplier, as well as, insofar as not yet included therein, Act of God, act or directive of Government or any authorities, legislation, hostilities between nations, war, threat of war, civil war, civil commotions, riot, strike, lock-out, boycott, insurrection, blockades, transport problems, import or export regulations or embargoes, fire, (nuclear) explosion, lightning, rainstorms, national emergency, earthquake, flooding, hurricane or other

exceptional weather conditions or natural disaster, acts of terrorism, accidents, sabotages, strikes, shortages in material or supply, infectious diseases, epidemics, as well as travel restrictions or travel warnings whether or not issued by the Israeli Ministry of Foreign Affairs and other serious disturbances at the premises of the Supplier or his suppliers, as well as delay in delivery by the Supplier's suppliers.

1.1.8. **General Conditions:** These underlying General Conditions of sale for Products and Services of the Supplier.

1.1.9. **Goods:** Materials, components, devices, goods, complete systems and/or other independent or accessory part of Products of any nature whatsoever to be supplied by the Supplier to the Customer under, and as specified in, the Agreement.

1.1.10. **Offer:** Each offer concerning the sale and delivery of Products or provision of Services issued by the Supplier to the Customer in writing.

1.1.11. **Parties:** The Supplier and the Customer jointly.

1.1.12. **Party:** The Supplier and the Customer individually.

1.1.13. **Person:** Any individual, corporation, partnership, limited liability company, trust, association, unincorporated organization, governmental authority, or other entity

1.1.14. **Products:** The Goods as well as the Documentation as specified in the Agreement.

1.1.15. **Purchase Order:** A written purchase order issued by the Customer for the purchase and delivery of Products or the provision of Services. A purchase order may consist of any communication in writing from the Customer that clearly identifies Products or Services that the Customer wishes to purchase if the Parties treat it as such.

1.1.16. **Service(s):** The service(s) to be provided by the Supplier to the Customer under, and as specified in, the Agreement.

1.1.17. **Specifications:** The detailed specifications, descriptions, design criteria and drawings of the Products agreed upon between the Parties and specified and defined as such in the Agreement.

1.1.18. **Supplier:** SURON A.C.A. Ltd a cooperative society registered in Israel (cooperative society registration no. 570034413) whose principal place of business is at Maagan Michael, Israel 3780500, and any Affiliate.

1.2. The headings of these General Conditions are for ease of reference only and are not intended to qualify the meaning of any Article or Section hereof.

1.3. References to words denoting any gender shall include all genders.

1.4. Any undertaking by a Party not to do an act or thing shall be deemed to include an undertaking not to permit or suffer such act or thing to be done by a third party.

- 1.5. References to the Parties include their respective successors in title and permitted assigns.
- 1.6. In these General Conditions the term 'in writing' includes by post, fax, e-mail and any other electronic communication device customary in the market.
- 1.7. References to Incoterms in these General Conditions or the Agreement shall be to the most recent edition thereof published by the International Chamber of Commerce. In the event of any conflict between the applicable Incoterms and the provisions of these General Conditions, the provisions of Incoterms shall prevail.

2. APPLICABILITY

- 2.1. Unless explicitly agreed upon otherwise between the Parties in writing, these General Conditions shall apply to all Offers and at all times form an integral part of the Agreement.
- 2.2. Deviations of these General Conditions shall be valid only if and insofar as they have been accepted by the Supplier in writing.
- 2.3. For the avoidance of doubt, these General Conditions shall prevail over any conditions of purchase or other general conditions of the Customer to the extent of any inconsistency herewith.
- 2.4. Any amendments of or additions to these General Conditions are only valid if agreed upon in writing by the duly authorized representatives of both Parties.
- 2.5. A failure by the Supplier to exercise or a delay in exercising a right or remedy provided by these General Conditions or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by these General Conditions or at law by the Supplier prevents further exercise of the right or remedy or the exercise of another right or remedy.
- 2.6. If one or more provisions of these General Conditions shall be found, by a court with jurisdiction, to be illegal, invalid or unenforceable, it shall not affect the legality, validity or enforceability of any of the remaining provisions of these General Conditions. The Parties agree to attempt to substitute for any illegal, invalid or unenforceable provision a legal, valid or enforceable provision that achieves to the greatest extent possible the economic objectives of the illegal, invalid or unenforceable provision.
- 2.7. These General Conditions do not derogate from the Supplier's statutory and common law rights and are in addition to those rights, and not in substitution for them.

3. OFFER AND AGREEMENT

- 3.1. The Offer is intended as an invitation for the Customer to issue a Purchase Order, which shall only be binding after due acceptance by the Supplier. Each such written Purchase Order duly accepted by the Supplier shall constitute, together with these General Terms, a separate Agreement.
- 3.2. In the event that any purported Purchase Order submitted by the Customer contains or refers

to specifications or drawings that differ from those upon which the Offer is based, such Purchase Order shall be deemed as a new request for an Offer, and the Supplier's prior Offer shall be deemed withdrawn.

- 3.3. For the avoidance of any doubt, until the Parties have entered into an Agreement, the Supplier may withdraw the Offer or modify the Offer in whole or in part, including with respect to products, prices, etc.
- 3.4. The Customer shall accept delivery of quantities that may vary up to +/-10% from the quantity specified in the Agreement. The Supplier is not obligated to notify the Customer of such variations except in the applicable shipping notice and invoice.
- 3.5. If, after accepting a Purchase Order, the Supplier determines at any stage of the manufacturing process that it is unable to produce the Products according to the Customer's drawings and specifications, the Supplier is entitled to cancel the Purchase Order and Agreement. In such an event, the Supplier will refund the Customer any amount paid in advance for Products not delivered, without any further liability. The Customer shall have no claims of any kind for compensation, damages, or otherwise, in respect of such cancellation.

4. **CONTRACT PRICE**

- 4.2. As consideration for the sale and delivery of Products or the performance of Services, as the case may be, under the Agreement the Customer shall pay the Supplier the Contract Price as set forth in the Agreement.
- 4.3. Except as set forth in the applicable Agreement, the Contract Price shall be exclusive of transportation, insurance, taxes, license fees, customs fees, duties and other charges related thereto, and the Customer shall report and pay any and all such shipping charges, premiums, taxes, fees, duties and other charges related thereto, and shall hold the Supplier harmless therefrom; provided that, if the Supplier, in its sole discretion, chooses to pay any of these charges, the Customer shall reimburse the Supplier in full upon demand.
- 4.4. The Contract Price is for the Products or Services, as the case may be, only and does not include technical data, proprietary rights of any kind, patent rights, qualification, environmental testing, or any testing other than the Supplier's standard acceptable quality level tests. Additional fees will apply to special or additional sampling and/or inspection protocols requested by the Customer.
- 4.5. Additionally, the Contract Price does not include any packaging other than the Supplier's normal domestic commercial packaging, unless expressly agreed to in writing by the Supplier.
- 4.6. With respect to Agreements with a term of sixty (60) days or longer, the Supplier reserves the right to adjust the Contract Price according to cost increases due to additional expenses for personnel, transport and storage costs as well as the introduction of or modifications to taxes or material price increases. Upon request of the Customer the Supplier shall provide the details of such increase of the Contract Price.

5. PAYMENT TERMS

- 5.1. Payment terms for payment of the Contract Price shall be net 30 EOM. In the event of default of prompt payment, the Supplier shall be entitled to suspend performance of the Agreement until payment in full is received.
- 5.2. Payment shall be made in the currency set forth in the Agreement without any deduction or set-off to the bank account designated on the Supplier's invoice. All payment costs shall be borne by the Customer. Disputing an invoice does not suspend the Customer's payment obligations or allow for a delay in payment.
- 5.3. If the Customer fails to fulfil its payment obligation by the due date, the Customer shall be in default automatically. In such an event, the Customer shall owe interest of 2% per month, pro-rated daily for each day of delay, unless the statutory interest rate is lower, in which case the statutory interest rate shall apply. Interest on the overdue amount shall accrue from the date of default until the Supplier has received full payment.
- 5.4. The Supplier is entitled to allocate payments received from the Customer first to cover costs, then to reduce interest due, and finally to reduce the principal sum and accrued interest. If the Customer specifies a different allocation sequence, the Supplier has the right to refuse such a payment. Refusal by the Supplier does not constitute a default by the Supplier. Additionally, the Supplier may refuse full payment of the principal sum if it does not include due interest, accrued interest, and costs.
- 5.5. If justified by concerns over the Customer's solvency, the Supplier may require additional security during the performance of the Agreement. Failing this, the Supplier is entitled to suspend or terminate the Agreement in whole or in part.
- 5.6. Ownership of the Products shall not transfer to the Customer until full payment of all amounts due to the Supplier, including interest and costs. Upon full payment, title to the Products shall transfer from the Supplier to the Customer.
- 5.7. The Supplier's payment claims against the Customer shall become immediately due and payable if the Customer's company is wound up, attached, declared bankrupt, or if a suspension of payment is granted.

6. DELIVERY; LOGISTICS

- 6.1. Delivery shall be made EXW [Supplier's facility] or as otherwise agreed in writing by the Parties. Risk of loss or damage to the Products passes to the Customer in accordance with EXW (Incoterms 2020).
- 6.2. If the Customer refuses to take delivery of the Products in accordance with Clause 6.1, the Supplier shall be entitled to store the Products at the Customer's risk and expense. Additionally, the Supplier shall have the right to terminate the Agreement and claim damages for non-performance.
- 6.3. If information vital for the Supplier's performance of the Agreement is not available to the Supplier, is not provided in a timely manner, or if the Customer fails to fulfill its obligations in

any other way, the Supplier may suspend performance of the Agreement and charge the Customer for any resulting additional costs.

- 6.4. All delivery terms stated and agreed upon by the Supplier are indicative and determined to the best of the Supplier's judgment. If delivery is overdue or expected to be overdue, the Supplier shall notify the Customer promptly. In such cases, the Supplier will use reasonable efforts to deliver the Products as soon as possible and keep the Customer updated on the situation, but in no event will the Supplier be liable for any compensation.
- 6.5. If dispatch or delivery of the Products is delayed at the Customer's request, the Supplier shall charge the Customer for the storage costs associated with the delayed dispatch or delivery of the Products.
- 6.6. If the Agreement provides for the Customer to supply raw materials for incorporation into Products, the Customer shall ship the materials DDP [Supplier's facility], together with a material test certificate that certifies the materials' quality, composition, specifications and compliance with applicable standards.
- 6.7. With respect to Services, the Customer agrees to provide all necessary access, information, and cooperation required by the Supplier to perform the services. Failure to provide such access, information, or cooperation may result in delays or additional charges.

~~7. EXTENDED DELIVERY PERIODS~~

- 7.1. If the Agreement provides for such, for mutual convenience and cost-efficiency, large-volume, steady-running items may be ordered for extended delivery periods of up to one (1) year from the date of the first shipment. To achieve these cost savings, minimum release quantities and the Customer's obligations in the event of unexpected cancellation must be mutually agreed upon and specified in the Agreement.
- 7.2. With or without Customer releases, all parts not shipped within one (1) year from the date of the first shipment will be shipped and billed, and the order will be closed.
- 7.3. In the event of early cancellation, retroactive billing to correct the quantity price will be necessary.

8. RETURNS; DEFECTIVE MATERIALS

- 8.1. Goods not in accordance with agreed specifications must be reported in writing within thirty (30) days after delivery, unless otherwise agreed with the Customer. The Customer waives any right to reject or revoke acceptance thereafter.
- 8.2. If authorization is given for return, a Return Material Authorization (RMA) number will be issued. No returns will be accepted without an RMA number. Parts must be properly packaged for the return shipment to prevent damage. Authorized return shipments must be made within 30 days of receipt of the RMA number.
- 8.3. The Supplier's sole obligation shall be to replace the quantity of the product proven to be defective. The Supplier shall not be liable for any injury, loss, or damage, direct or consequential,

arising out of the use of, or the inability to use, the product.

- 8.4. Before using, the Customer shall determine the suitability of the Products for their intended use and assumes all risk and liability whatsoever in connection with its use.
- 8.5. Notwithstanding any defect or nonconformity, or any other matter, the risk of loss or damage shall remain with the Customer until the Products are returned at the Customer's expense to such place as the Supplier may designate in writing. The Customer, at its expense, shall fully insure the Products against all loss or damage until the Supplier has been paid in full for them, or the Products have been returned, for whatever reason, to the Supplier.

9. WARRANTY

- 9.1. The Supplier warrants that Products manufactured by the Supplier, when delivered, shall be free from defects in material/workmanship. The Supplier warrants that Services shall be performed in accordance with generally accepted industry practice. The Supplier's obligations under this warranty shall be limited exclusively to repairing or replacing, at the Supplier's option, any part of the Products which, if properly installed, used and maintained, proved to have been defective in material or workmanship within ninety (90) days from the date of delivery, or in the case of Services proved to have not been performed in accordance with this warranty, the re-performance of the Services.
- 9.2. The Customer is the only entity entitled to claim under this warranty. The warranty is non-transferable.
- 9.3. This warranty is conditioned upon the following:
 - 9.3.1. The Customer provides the Supplier with proof of purchase and a detailed description of the defect within 7 days of detection;
 - 9.3.2. The Customer retains the Products or the deliverables under the Services for inspection and verification of the reported defects;
 - 9.3.3. The Customer has fulfilled all payment obligations in accordance with the terms of the Agreement.
- 9.4. This warranty does not cover Products that (a) have been modified or repaired by anyone other than the Supplier, (b) have been misused, neglected, or improperly used or applied, (c) are consumable items normally used up during operation, or (d) have an expected lifespan shorter than the 1-year warranty period.
- 9.5. This warranty does not cover any defects attributable to raw materials provided by the Customer for incorporation into the Products, or resulting from any other event not attributable to defective manufacturing.
- 9.6. This warranty does not cover any accessory expenses related to the repair of the defect (such as assembly and disassembly, lifting devices, scaffolding, transport of the defective product, disposal, travel expenses, and allowances), which will be borne by the Customer.

9.7. The warranties of the Supplier set forth in this Clause 9 are the Supplier's sole and exclusive warranties and are made in lieu of all other warranties, express or implied, statutory or otherwise. The remedies set forth herein with respect to such warranties are the Customer's sole and exclusive remedies, and the Supplier's sole and exclusive liability, for any breach of such warranties. Other than the warranties of the Supplier set forth in this Clause 9, the Supplier hereby disclaims, and the Customer hereby waives, all other express warranties and all other warranties, conditions, duties and obligations, statutory or otherwise, implied in law, including those of performance, merchantability, fitness for a particular purpose, non-infringement, custom, usage, or otherwise. There are no other warranties, conditions, agreements, oral or written, statutory or otherwise, or understandings, whether or not in a contemporaneously executed or dated agreement or specification, that extend beyond those set forth herein and no other warranties, conditions, agreements, oral or written, statutory or otherwise, which might have been given by an employee, agent or representative of the Supplier or its Affiliates are authorized by the Supplier.

10. INTELLECTUAL PROPERTY INFRINGEMENTS

10.1. If a third party makes, or attempts to make, a claim against the Customer alleging that a Product delivered under the Agreement infringes a valid claim under a patent, utility model, industrial design, copyright, trade secret, mask work, or trademark, the Customer shall (a) provide the Supplier prompt written notice of the claim, and (b) grant the Supplier full and complete information; and if the Supplier chooses in writing to defend, settle or negotiate the claim Customer shall (i) give the Supplier sole control of any defence or settlement that it may undertake and (ii) provide the Supplier with all reasonable assistance if so desired by the Supplier.

10.2. The Supplier shall have no obligation for any claim of infringement and Customer shall reimburse all reasonable costs (including, but not limited to, attorney's fees) in case a claim arises from: (a) the Supplier's compliance with the Customer's designs, specifications, or instructions; (b) the Supplier's use of technical information or technology supplied by the Customer; (c) modifications to the Product by the Customer or its agents; (d) use of the Product other than in accordance with the Product Specifications or applicable written product instructions; (e) use of the Product with products not manufactured by the Supplier if infringement would have been avoided by the use of a current unaltered release of either the Product, the third party products or both. Furthermore, the Supplier will not be liable for any claim where the damages sought are based directly or indirectly upon the quantity or value of products or services generated by means of the Products purchased under the quotation, or based upon the amount of use of the Product regardless of whether such claim alleges the Product or its use infringes or contributes to the infringement of such claim.

10.3. In case (a) a non-appealable judgment of a competent court having jurisdiction declares the claim to be valid or (b) the Product is believed by the Supplier to infringe upon such a claim, the Supplier may, at its option, (i) procure the right for the Customer to continue to use the Product, (ii) replace or modify the Product to avoid infringement, or (iii) refund to the Customer a reasonable portion of the Contract Price upon the return of the original Product.

10.4. The terms in this Clause 10 state the Supplier's entire obligation and liability for claims of infringement, and the Customer's sole remedy in the event of a claim of infringement.

- 10.5. The Supplier hereby disclaims any warranty or indemnity that the use, sale, resale, or any other disposition by the Customer or others of Products sold is free from infringement of any third party's intellectual property rights, including patents. The Supplier does not indemnify the Customer or any other Person against such infringement, except that the Supplier may, at its discretion, assist the Customer or others in the settlement of infringement disputes by providing relevant information.
- 10.6. The Customer shall indemnify and hold the Supplier harmless against any claims for damages and costs in any suit alleging infringement of any intellectual property rights, whether under the laws of any country, by the manufacture, use, or sale of products and goods supplied by the Supplier pursuant to the Customer's order and made in accordance with the design and specification provided to the Supplier. The Supplier shall provide prompt written notice of any such claims or the bringing of such a suit, and the Customer shall be given the opportunity to settle or defend the same at its own expense.

11. INTELLECTUAL PROPERTY

- 11.1. With the exception of the use referred to in Clause 10, all other rights, including but not restricted to all rights of industrial and intellectual ownership relating to the Products and the Services, shall remain vested in the Supplier. In no way shall the Supplier be restricted in the use and supply of Products or provision of Services to third parties. The Customer shall not remove designations of intellectual and industrial ownership.
- 11.2. The designs, sketches, drawings, films, software and other material or (electronic) files produced by the Supplier within the framework of the Agreement shall remain the Supplier's property, irrespective of the fact whether they have been handed over to the Customer or via the Customer to third parties, unless agreed upon otherwise in writing.
- 11.3. All documents, such as designs, sketches, drawings, films, software, (electronic) files, etc., provided by the Supplier, shall be used by the Customer exclusively and shall not be reproduced, made public or brought to the notice of third parties by the Customer without prior consent of the Supplier.
- 11.4. The Supplier shall reserve the right to use the knowledge gained due to the execution of the Agreement for other purposes, as long as no confidential information of the Customer shall be brought to the notice of third parties when doing so.
- 11.5. If the Supplier has manufactured and delivered Products or otherwise performed Services according to drawings, models, samples or other documents submitted by the Customer, the Customer warrants that such drawings, models, samples and other documents do not infringe the intellectual property rights and copyrights of any third parties and shall indemnify and hold the Supplier harmless from any claims of third parties on such account.
- 11.6. The Customer shall not be allowed to introduce changes to the Products, unless the nature of the delivered Products dictates otherwise or if agreed upon otherwise in writing between the Parties.

12. DIES, TOOLS, MOLDS, ETC.

- 12.1. The Supplier's charges for dies, tools, molds, patterns and the like represent the Customer's proportionate cost thereof, with it being expressly understood that they remain the property of the Supplier.
- 12.2. Any alterations made to dies, tools, molds, patterns and the like in order to manufacture Products shall be at the discretion of the Supplier.

13. LIABILITY

- 13.1. The Supplier's liability of any kind for any loss or damage arising out of, resulting from, or concerning any aspect of this agreement, from the Products furnished or the Services provided pursuant to this Agreement shall not exceed the amount paid by the Customer for the Products or the Services which gives rise to the claim.
- 13.2. The Supplier will not under any circumstances, whether as a result of breach of contract, breach of warranty, tort or otherwise be liable for consequential, incidental, special, or exemplary damages including, but not limited to loss of profits or revenues, loss of use of or damage to any associated equipment, cost of capital, cost of substitute products, facilities or services, downtime costs, or claims of the Customer's customers or end-users; in all such cases, even if such damages were reasonably foreseeable and even if the Supplier was advised of the possibility of such damages.

14. FORCE MAJEURE

- 14.1. The Supplier shall not be liable for any failure to fulfil any terms of the Agreement to the extent that such fulfilment has been delayed, hindered, interfered with or prevented by any circumstance whatsoever not within its reasonable control and which amounts to an act of Force Majeure.
- 14.2. In the event of prevention of performance of the Agreement due to Force Majeure, the Supplier may, upon sending written notice thereof to the Customer at the Supplier's sole discretion: i) either suspend the performance of the Agreement without judicial intervention for the duration of the delay which is due to Force Majeure up to a maximum of six (6) months; or ii) if the duration of the delay owing to Force Majeure is expected to exceed six (6) months, terminate the Agreement wholly or in part, without being bound to pay compensation.
- 14.3. Both in the event of suspension and in the event of termination pursuant to the second paragraph, the Supplier shall be entitled to demand the immediate payment of the materials, parts and goods reserved, in progress or manufactured by it for the performance of the Agreement.

15. CONFIDENTIALITY

- 15.1. Neither Party shall disclose the other Party's Confidential Information to any third party without prior written consent. This obligation remains in effect for 5 years after the termination of the Agreement.
- 15.2. Notwithstanding the above, Parties may disclose Confidential Information to their officers, directors, employees, agents, suppliers, subcontractors, consultants, and Affiliates involved in fulfilling the Agreement, provided that:
- 15.2.1. The disclosing Party remains liable for any unauthorized disclosure by such Persons;
- 15.2.2. Such Persons are bound by confidentiality obligations at least as restrictive as those in this Agreement.
- 15.3. The receiving Party shall (a) undertake all reasonable measures to safeguard the other Party's Confidential Information, (b) use the other Party's Confidential Information solely for performing obligations under the Agreement, and (c) not retain the other Party's Confidential Information longer than necessary and shall, upon fulfilling obligations, return or, with written consent, destroy all such information, including copies.
- 15.4. Confidentiality obligations do not apply to information that:
- 15.4.1. Was already in possession of the Party on a non-confidential basis.
- 15.4.2. Has come into the Party's possession independently of the disclosing Party.
- 15.4.3. Is or becomes publicly available through no fault of the receiving Party.
- 15.4.4. Is required to be disclosed by law, provided the disclosing Party is notified in advance to allow for objections.
- 15.5. The receiving Party bears the burden of proof for exceptions to confidentiality.

16. NON-SOLICITATION

- 16.1. For one year following the termination of the Agreement, the Customer shall not hire or employ, directly or indirectly, staff of the Supplier, its Affiliates, or Persons engaged by the Supplier who were involved in the execution of the Agreement, without prior written consultation with the Supplier.

17. ASSIGNMENT AND SUBCONTRACTING

- 17.1. The Supplier may assign all or part of its rights and/or obligations under the Agreement to an Affiliate or third party. The Supplier may also engage subcontractors to execute the Agreement without the Customer's prior written consent. The Customer shall comply with the terms of the Agreement when dealing with the Supplier's subcontractors, unless otherwise agreed in writing.
- 17.2. The Customer may not assign its rights and/or obligations under the Agreement to a third party

without the Supplier's prior written consent, which shall not be unreasonably withheld.

18. NON-COMPLIANCE AND REMEDIES

- 18.1. In the event of non-compliance, improper compliance, or delayed compliance by the Customer with any obligations under the Agreement, or if there is serious doubt about the Customer's ability to meet financial obligations to the Supplier, including events such as bankruptcy, involuntary liquidation, suspension of payment, closure, winding-up, or transfer of the Customer's business, the Supplier may, without notice of default and without judicial intervention, either suspend performance of the Agreement for up to six (6) months or terminate it wholly or partly, by giving written notice. This is without obligation to pay compensation and without prejudice to other legal rights and remedies.
- 18.2. If the Agreement is suspended, the Contract Price shall become immediately payable, augmented by any additional expenses incurred by the Supplier due to the Customer's default, less any instalments already paid and expenses saved by the Supplier as a result of the suspension. The Supplier may store materials, parts, and goods reserved, in progress, or manufactured for the Agreement at the Customer's expense and risk.
- 18.3. If the Agreement is terminated (unless preceded by suspension), the Contract Price shall become immediately payable, augmented by any additional expenses incurred by the Supplier due to the Customer's default, less any instalments already paid and expenses saved by the Supplier as a result of the termination. The Customer is obliged to pay the amount set forth and take receipt of the goods included therein. If the Customer fails to do so, the Supplier may store the goods at the Customer's expense and risk or sell them at the Customer's expense.

19. EXPORT CONTROL COMPLIANCE

- 19.1. The Customer understands that certain transactions of the Supplier, including all orders of international origin or destination are subject to export control laws and regulations, including but not limited to Israeli, EU, and USA export control laws and regulations ("**Export Regulations**"), which, inter alia, prohibit the export or diversion of certain products and technology to specific countries or entities. All obligations of the Supplier to export, re-export, or transfer Products, as well as any technical assistance and training, are subject to these Export Regulations.
- 19.2. The Customer assures and guarantees that it will not re-export or otherwise transfer the Products to entities or individuals subject to export/import restrictions, embargoes, or similar prohibitions. The Customer warrants that it will comply in all respects with the export, re-export, and transfer restrictions set forth in the Export Regulations or in export licenses (if any) for every Product supplied to the Customer. The Customer shall take all necessary actions to ensure that neither it nor any end users contravene these Export Regulations.
- 19.3. The Customer shall not make any disposition of the Products except as applicable Export Regulations may expressly permit, and other than in and to the ultimate country of destination specified on the applicable Agreement or declared as the country of ultimate destination on the Supplier's invoices or in the End Use Statement that the Customer supplies to the Supplier. The Supplier shall submit export clearance filings based on end use and end user information provided by the Customer. Failure of the Customer to comply with the requirements specified

in this section shall constitute a material default, allowing the Supplier to terminate the Agreement with immediate effect without liability.

19.4. The Customer shall notify the Supplier in writing, when requesting an Offer, of any export regulations or other legal requirements that must be complied with for the specific request. Only clauses expressly accepted in writing by the Supplier shall be incorporated by reference herein.

19.5. The Customer shall indemnify the Supplier against any and all direct, indirect, and punitive damages, losses, costs (including attorney's fees and costs), and other liabilities arising from claims resulting from the Customer's or its customers' breach or non-compliance with this section.

20. ANTI-BRIBERY COMPLIANCE

20.1. The Customer hereby certifies that the Customer and its directors, officers, employees, agents, sub-contractors and/or consultants: (i) are familiar with, and shall comply in all respects with, all applicable laws in force from time to time regarding bribery, fraudulent acts, corrupt practices and/or money laundering, including the Israeli Penal Law of 1977, as amended, the U.S. Foreign Corrupt Practices Act, as amended, and the U.K. Bribery Act 2010, as amended; (ii) have not and shall not authorize or make any payments or gifts or any offers or promises of payments or gifts of any kind, directly or indirectly, in connection with the Agreement to any "foreign official," including (a) any official, agent, or employee of any government or governmental agency; (b) any political party or officer, employee or agent thereof; or (c) any holder of public office or candidate for political office; and (iii) are not officials or employees of any government, an official of a political party, or a candidate for political office, or a director, officer, employee, or affiliate of a government instrumentality. The Customer understands that for purposes of this section, a "foreign official" may include an employee or official of a commercial entity in which a government body has an ownership interest or exerts control over the activities of such entity, as well as officials and employees of public international organizations.

21. GOVERNING LAW AND JURISDICTION

21.1. The construction, validity and performance of the Agreement and any related document shall be governed by and construed in accordance with the laws of the State of Israel without regard to conflict of laws principles and without regard to the United Nations Convention on Contracts for the International Sale of Goods (1980), the application of which is hereby expressly excluded.

21.2. Any dispute or other legal action concerning this Agreement, including any litigation proceedings shall be brought only before the competent courts in the city of Tel Aviv-Jaffa, Israel, and such courts have the sole and exclusive jurisdiction in anything relating to and arising out of this Agreement.