



STANDARD TERMS AND CONDITIONS OF CONTRACT FOR AYYEKA PRODUCTS

A TERMS & CONDITIONS RELATING TO ALL AGREEMENTS

1 General

These Terms and Conditions shall apply to and govern any agreement between Ayyeka Technologies Ltd or Ayyeka Inc. or Ayyeka BV (referred to as "the Supplier") and the Purchaser.

Any other terms, conditions, warranties or representations express, implied, oral or written, whether made prior to, collateral with or subsequent to the contract are excluded.

No additional terms of any nature put forward by the Purchaser, whether printed on the Purchaser's documents or in any other form, shall apply unless they are separately brought to the Supplier's notice and express consent thereto is given in the Supplier's written acceptance. This agreement and its terms shall be treated as strictly confidential.

2 Contract Date

a) The contract shall become binding upon the parties only when the Supplier accepts an order for goods, equipment or services from the Purchaser (the "Order"). Any quotation given by the Supplier shall be deemed to be an invitation to treat and not an offer on the part of the Supplier. For the avoidance of doubt, an Order shall be in writing.

3 Cancellation

Unless otherwise required by compulsory law, Orders placed and accepted may not be cancelled except with the Supplier consent and on terms which fully indemnify the Supplier against any and all losses. Goods or equipment returned without Supplier's consent will not be accepted for credit.

4 Prices & Payment and Risk & Title

a) The prices quoted by the Supplier are the prices at the time of quotation only and the price to be paid shall, unless agreed otherwise, be the standard price prevailing at the date of delivery.

To the extent they relate to goods and equipment, all prices are Ex-Works (EXW) and payable in the quoted currency. Any estimates shall be prepared according to good engineering practice without the Supplier guaranteeing or accepting any liability for the accuracy or lack of accuracy when compared to actual charges.

All prices are subject to adjustment upon the increase of raw materials, wage, change of law or regulation upon notice to the Purchaser.

b) Where the agreement between the parties does not specify other terms of payment the Purchaser, shall pay invoices in full not later than 30 days from the date of invoice.

c) The risk in goods and equipment shall pass to the Purchaser when they are made available for delivery.

d) Notwithstanding any other provisions in the Order, these Terms and Conditions or any other applicable terms and conditions, all goods and equipment shall remain the property of the Supplier until the Supplier has been paid in full. The Purchaser shall not endeavour to dispose of, or mortgage, or charge, or lend, or part with possession of the goods and equipment, other than in accordance with the agreed payment terms and only with the express prior written consent of the Supplier.

5 Overdue Accounts

The purchaser shall be liable to pay interest at the statutory rate of interest on a daily basis on all overdue accounts. The Purchaser has no right of set-off in payments due to the Supplier.

6 Limitation of Liability & Indemnity

a) Notwithstanding anything to the contrary contained herein, the total aggregate liability of The Supplier under or in connection with these Terms and Conditions, the Order and any other applicable terms and conditions (whether by breach of contract, tort, indemnification or otherwise) shall not exceed the value of the Order.

b) The Supplier shall not be liable for any indirect, special, incidental or consequential loss or damage suffered by the Purchaser howsoever caused, including, without limitation, delay, loss of production, loss or deferment of profits, loss of revenues, loss of contracts, loss of use, loss of opportunities, loss of data or damage to other property or goods.

c) Nothing in these Terms and Conditions shall limit the Supplier's liability for death, personal injury or fraudulent misrepresentation directly caused by the Supplier.

d) By placing an Order, the Purchaser agrees to fully indemnify the Supplier against all claims, cost, expense, loss or damage whether direct or indirect or consequential which the Supplier may suffer, howsoever arising from the Purchaser's breach of any of its obligations under the Order, these Terms and Conditions or any other applicable terms and conditions.

7 Guarantee

a) The Supplier accepts liability for a period of twelve (12) months from the date of delivery, to make good any defects in goods supplied or equipment manufactured by the Supplier as a result of faulty materials or bad workmanship in manufacture, subject to the following provisions:

- I. The goods or equipment have been installed and operated for the proper and intended usage in full compliance with instructions and the specifications provided by the Supplier.

- II. The goods or equipment have at all times been operated in accordance with the Supplier' operating and maintenance instructions.
- III. There has been no exchange or modification of the goods or equipment or the parts thereof after installation without prior written agreement with the Supplier.
- IV. That only approved parts, chemicals and consumables are used.
- V. None of the settings of the plant control gear (save controls designed for customer's use) have been altered without written authority from the Supplier.

b) Save as aforesaid, the Supplier accepts no liability for any goods provided or services carried out by the Supplier, and any breach by the Purchaser of article 7 a) here above will void and cancel the Guarantee.

c) The guarantees expressly set forth in this Agreement are the sole and the exclusive guarantees provided by the Supplier. No other guarantees of any kind whatsoever express or implied oral or written are provided including without limitation the implied guarantees of merchantability, or fitness for a particular purpose, or guarantees arising by custom, trade usage, all of which guarantees are expressly disclaimed by the Seller and waived by the Purchaser

8 Claims and Returns of Goods or Equipment

The entitlement of the Purchaser to any benefit of the guarantee shall be subject to the following conditions:

- a) That any complaint shall be notified in writing to the Supplier in the case of alleged defects within twenty-one (21) days of the date of the alleged defect arising or being discovered by the Purchaser.
- b) That the Purchaser shall prove to the Supplier's satisfaction that the alleged defect is one covered by one or more of the provisions of guarantee and the Supplier shall have sole discretion whether the goods or equipment, or the part in question, should be made available for inspection by the Supplier's representative at the Purchaser's premises or whether the same should be returned at the Purchaser's cost and risk to the Supplier. The Purchaser shall also be responsible for all costs of redelivery of an alleged defective part after examination and / or repair by the Supplier unless the Supplier in its discretion shall otherwise decide.
- c) Notwithstanding the foregoing permission in writing from the Supplier must be obtained before any goods or equipment are returned.

9 Variations and Other Events

a) All requests for variation of an Order must be in writing.
Provided the Supplier, in its sole discretion, agrees to comply with the request:

- i) Then the Purchaser must pay the Supplier the amounts reasonably invoiced for the variation; and
- ii) Purchaser acknowledges that any variation may lead to additional costs and impact any time periods agreed between the parties.

b) The Supplier may increase the price stated in an Order if a delay occurs that is not attributable to the Supplier.

c) The Supplier may make changes to the goods or equipment, their delivery or packaging:

- Without notifying the Purchaser, if the changes improve the goods or equipment or do not substantially deviate from their original specifications for the goods or equipment; or
- In other cases, with the Purchaser's approval.

10 Variation of Order Terms

Any attempt by the Purchaser unilaterally to vary the content of an Order (including these Terms and Conditions), whether orally or in writing, is void. Any variation of the Terms and Conditions of any Order will become binding only if agreed in writing by the Supplier.

11 Drawings

a) Intellectual Property' means all forms of intellectual property rights including patents, designs, drawings, copyright, trademarks, trade names, trade secrets or any other intellectual or industrial property right, whether registered or unregistered related to the goods, equipment and services.

All the Intellectual Property rights and information shall remain or become the sole, complete and exclusive property of the Supplier.

The drawings, will not be copied, reproduced or disclosed to a third party without the prior written consent of the Supplier. Dimensions, weight and other details on such drawings and documents are approximate only unless certified by the Supplier

b) If required by the Purchaser, drawings and design information will be submitted for approval. The period allowed for approval of drawings or design information is limited to 10 working days from receipt thereof and delays in excess of this period may result in a delay in delivery, without compensation being payable to the Purchaser.

12 Purchaser Default:

If:

a) The Purchaser fails to pay when due any amount owing to the Supplier; or

b) The Purchaser breaches any other provision of an Order, these Terms and Conditions or any other applicable terms and conditions and fails to remedy the breach within 7 days after receiving written notice requiring it to do so; or

c) Any step is taken to appoint a receiver (including an administrative receiver), a receiver and manager, a trustee in bankruptcy, a liquidator, a provisional liquidator, an administrator or other like person of part or all of its assets or businesses; or

d) any step is taken by a mortgagee to exercise any rights to take possession of any property of the Purchaser;

Then: the Supplier may do either or both of the following (in addition to any other rights and remedies that the Supplier may have):

I. Require the Purchaser to pay immediately the price of any goods, equipment or services invoiced but unpaid or to pay in advance of delivery or completion; or

II. Suspend or cease supplying any goods, equipment or services to the Purchaser.

13 Delivery, Force Majeure and Storage

a) Where the Supplier has agreed to deliver the goods or equipment:

I. It will make reasonable endeavours to deliver on or before the estimated date of delivery, but the Supplier excludes all liability for all direct and indirect consequences of delay caused in whole or in part by strikes, lock-outs, works breakdown, fire, shortages of materials or labour, incapacities of sub-contractors, delay in approval of engineered drawings or any other events of whatsoever nature which is beyond the reasonable control of The Supplier.

II. The Purchaser shall provide clear access and space for receiving the goods or equipment.

III. The Supplier shall not be responsible for offloading or putting goods and equipment into place, unless this is expressly agreed by the parties.

IV. The Supplier shall not be responsible for damage or deterioration in transit unless FOB/CIF terms have been agreed and the Purchaser notifies the Supplier thereof in writing within 10 working days of delivery.

b) If the Supplier does not, within ten (10) working days after the date of notification that they are ready for despatch, receive what it considers to be sufficiently precise forwarding instructions to despatch the goods or equipment, then the Purchaser shall accept delivery when tendered by the Supplier at a date and time of its choosing or arrange storage. The Supplier shall be entitled to arrange storage on the Purchaser's behalf and the Purchaser undertakes to pay for all reasonable charges made for such storage, for insurance and delivery which the Supplier invoices to the Purchaser.

14 Purchaser's Site, Licences and Installation

The Purchaser hereby warrants that it has provided or will provide in good time the Supplier with all available information regarding the Purchaser's site, structures, facilities, buildings and land (together or individually the "site") and that it will provide all licences and permits required.

Where the Supplier obtains any knowledge of the site or other site on which the goods or equipment are to be installed, then such knowledge shall not mean that the Supplier thereby has knowledge of all

factors affecting its services, goods and equipment. The Purchaser shall be responsible for the site's condition to ensure an adequate environment for the services, goods and equipment and indemnifies the Supplier with regard to any risks, contingencies and other circumstances which may affect the site, including, without limitation, any contaminated or hazardous substances.

15 Additional charges

The Supplier may incur and, if incurred, the Purchaser shall pay reasonable costs and charges in addition to the contract price if:

- The presence on site of a representative of the Supplier is required for installation, commissioning or after sales services.
- Installation or commissioning is required and this is delayed by reason other than the fault of the Supplier.
- Samples are to be taken, analysed or disposed of.
- Contaminated materials are uncovered, analysed or disposed of.
- After sales, delivery or any other services are required and for materials used for such purposes.
- Any services that are carried outside normal business hours on normal working days.

16 Jurisdiction

The Order, these Terms and Conditions and any other applicable terms and conditions shall be subject to and construed in accordance with Israeli law (for Ayyeka Technologies Ltd)/NJ law (for Ayyeka Inc.)/Dutch law (for Ayyeka BV) , and any dispute arising under or in connection with them shall be subject to the exclusive jurisdiction of the courts located in Jerusalem/New Jersey/The Netherlands respectively.