

Terms and Conditions of Sale

1) Governing Terms

- a) These terms and conditions apply to all products sold by Teldor Cables & Systems Ltd., an Israeli corporation ("Teldor"), to the Buyer.
- b) Any addition, deletion or alternation proposed by the Buyer but not expressly agreed and confirmed in writing by the Buyer, shall not bind the parties and shall not constitute part of the contract.

2) Delivery

- a) Teldor shall use reasonable efforts to adhere to the stated delivery date, but Teldor shall not be liable for any loss resulting from any delay in delivery, nor shall the Buyer be entitled to cancel the contract by reason only of Teldor's failure to deliver at the stated time.
- b) The products shall be delivered in accordance with the provisions of the specific INCOTERMS 2010 specified.
- c) Where products are delivered in installments, each installment shall be deemed a separate sale. Default of Teldor in respect of any one or more installments shall not entitle the Buyer to repudiate the contract with regard to any other installments.

3) Risk and Title

- a) Risk or loss or damage to and in the products, including associated risk of hazard, shall pass to the Buyer upon delivery.
- b) The products shall remain the property of Teldor unless and until Teldor receives all payments due for the products. Until used, the Buyer shall not remove, or obscure any label or marking which may allow the products to be identified. When the products are incorporated into another product by the Buyer or otherwise, title to such other products shall vest in Teldor until payment in full as aforesaid. The Buyer shall be entitled to sell such other product to a third party before such payment, provided that all sums received by the Buyer with respect to the sale of such other product be held in trust for the benefit of Teldor in a separate bank account until payment in full for the products.

4) Price and Payment

- a) The purchase price to be paid for the products and the terms of payment shall be as agreed in writing between Buyer and Seller. Teldor may at any time require the Buyer to provide security satisfactory to Teldor.
- b) Unless otherwise specified overleaf, prices are exclusive of VAT, duties, taxes, levies, imposts, deposits or surcharges related to the importation or otherwise, which shall be paid by the Buyer.
- c) The Buyer may not, for any reason whatsoever, withhold any payment or claim any right of deduction or set-off against any payment payable under the contract.
- d) If the Buyer is in default in respect of the payment of any sum payable under the contract, then without prejudice to Teldor's other rights and remedies, the Buyer shall pay Teldor cumulative interest on all overdue sums at the rate of 5% above the London Inter Bank Rate for the currency of the contract, as certified by Teldor's bankers.

5) Claims, Warranty and Limited Liability

- a) The Buyer must examine the applicable products immediately upon receipt of shipment. Claims for partial or total non-delivery due to fault of Teldor must be made to Teldor within 10 days of receipt of shipment. In such situations, Teldor shall have the right to examine the applicable products in their original form and the shipping records at the Buyer's location. Failure to make a claim within said 10 days shall mean the products are deemed delivered in accurate numbers and the full invoice shall be payable.
- b) Teldor warrants that the products, under normal use, shall meet in all material respects the specifications of Teldor for such products as reflected in the respective Teldor Data Specifications Sheet, for the following periods of time from the time of completion of production (the "Warranty Period").
A Warranty Period of one (1) year shall apply to all Products.
- c) Teldor warrants further that at the time of delivery the products shall be adequately packed and labeled and conform in all material respects to statements made by Teldor on any container packaging or label.
- d) Under no circumstances shall Teldor be liable for any repair or replacement needed in whole or in part (i) as a result of inappropriate environment, improper storage, transportation, handling, installation, use, removal, modification, maintenance or repair, negligence or fault, by any party other than by Teldor; or (ii) as a result of accident.
- e) During the Warranty Period Teldor shall, at Teldor's discretion, either repair, replace or give credit for the purchase price of, any defective products found to fail to comply with this Warranty and returned by the Buyer to Teldor. In no event shall Teldor be liable for damages in excess of the purchase price received by Teldor for the product. Teldor shall acquire the ownership of all the products that have been replaced or given credited for. This Warranty shall also apply to the repaired or replacement part during the remaining portion of the Warranty Period, if any.
- f) This Warranty applies only if (i) Teldor has received a written notice from the Buyer giving details of the defective item before the end of the Warranty Period, (ii) Teldor has been afforded a reasonable opportunity to inspect the item in question, and (iii) the Buyer has provided at its expense all assistance and support needed by Teldor to fulfill its obligations under this Warranty.
- g) To the extent permitted by applicable law, this Warranty is exclusive and constitutes the entire warranty and liability of Teldor with respect to the products, and all other warranties or liabilities imposed or implied by statute, law or custom are explicitly excluded. In no circumstances shall Teldor have any liability for consequential or indirect loss or damage no matter how arising, or of any loss arising out or in connection with the ability or inability to use the products. Teldor expressly excludes liability for all costs associated with the installation of the replacement items, the removal of the items being removed, and the repair of defective items other than at Teldor's premises.

6) Buyer's Default

- a) Without prejudice to other rights and remedies available, Teldor shall be entitled to immediately terminate in whole or in part the contract, or to immediately suspend all or any further deliveries, if:
- i) any sum is due and payable under any contract between the parties and remains unpaid; or
 - ii) the Buyer fails to take delivery of any products under any contract between the parties; or
 - iii) the Buyer becomes insolvent or has a winding up resolution or order passed or made or has a receiver appointed or suspends payments of its debts in whole or part or has proposed or entered into any composition or arrangement with creditors or is the subject of a bankruptcy order, or any equivalent proceeding takes place under the laws in which the Buyer is incorporated, carries on businesses or has assets.
- b) Additionally, in the event of any such action, Teldor shall be entitled to require prepayment and such security, as it may deem necessary as a condition to resuming delivery under this or any other contract with the Buyer.

7) Intellectual Property

- a) The Buyer acknowledges Teldor's sole ownership of all present and future right, title and interest to any and all trademarks and trade names, homologations, product registrations, patents, all applications relating to any of the know-how and other intellectual property relating in any way to the TELDOR trade name or products. The Buyer will not impairs it's right, title, or interest to any such intellectual property.
- b) The Buyer will not use the trade name "TELDOR" and trademarks owned by Teldor in any manner or for any purpose except, to the extent permitted by Teldor to designate products purchased by the Buyer from Teldor.

8) Force Majeure

Seller shall not be liable for any delay or failure in the performance of its obligations, when such delay or failure results in whole or in part from shortages or disruption in the supply of materials from normal sources, shortage of means of transport, floods, fire, act of God, war, riot, civil insurrection, strikes, lock-outs, industrial unrest, inclement weather, acts of civil or military authorities, or circumstances beyond Teldor's reasonable control or force majeure.

9) Notices

Notices under any contract between the parties shall be in writing and shall be deemed to have been duly given 14 days after being mailed by prepaid registered air mail, or three days after being transmitted by facsimile or manually delivered, addressed to the stated addresses of Teldor and the Buyer.

10) Assignment

The Buyer shall not assign the contract or any of the Buyer's rights or obligations under the contract without the prior written consent of Teldor.

11) Governing Law and Jurisdiction

The laws of The State of Israel shall govern the contract. All disputes in connection with the contract shall be subject to the exclusive jurisdiction of the competent courts of the District of Tel Aviv, unless Teldor prefers another competent jurisdiction.

12) Entire Agreement and Amendment

These terms and conditions contain the entire agreement between the parties with respect to the subject matter hereof; and may not be amended other than by a written agreement signed by Teldor and the Buyer.