

General T&Cs

Agreement: This document includes the general T&Cs for order constitutes an integral and binding part of the contract between the Company and the Supplier. Insofar as no specific agreement has been signed between the Company and the Supplier, these T&Cs, together with the Order (as defined below), constitute the Agreement (as defined below) and such purchase order is subject to these General T&Cs and is subject to these T&Cs. The execution of an Order or confirmation of its acceptance by the Supplier constitutes, by the Supplier, full acceptance of these General T&Cs as if it were consented by signing It, and no other conditions will apply.

1. Definitions

The following definitions will be used in these General T&Cs, unless otherwise required by the content and context:

1.1. “ General Conditions ”	These General T&Cs, which form an integral part of any order, whether attached to it or not;
1.2. “ Order ”	A document or documents to be provided to the Supplier by the Company, including, inter alia, details of the respective products or services or works, supply conditions, quantities, schedule, consideration, etc. The order document can and will be in any form and manner provided that it is in writing or in preservable media;
1.3. “ Agreement ”	These general T&Cs, the Order, the appendices, and any documents of any kind whatsoever attached, with the consent of the parties, to the Agreement in the future;
1.4. The “ Company ”	The company listed at the top of this order;
1.5. “ Product or Services ”	the product(s) and/or services described in the order;
1.6. “ Supplier ”	Whoever this order is addressed to including any person or entity acting in its behalf, including, but not limited, its employees, representative, contractors, subcontractors etc.
1.7. “ Party ” or “ Parties ”	Company and Supplier shall be considered individually as a Party and together as the Parties.

2. Incompatibility between the Provisions of the Agreement and the general T&Cs

The general T&Cs shall apply to any Order and in the event of a conflict between: (a) the provisions of the general T&Cs, the terms most favorable for the Company shall prevail.

(b) If a specific agreement was executed between the Company and Supplier, the provisions of such agreement shall prevail over the provisions of these general T&Cs.

3. Supplier Representations and Warranties:

The Supplier declares and warrants that:

- 3.1. It, and any employee acting on its behalf, has the required knowledge, experience, personnel, permits, licenses and means necessary in order to execute all undertakings under the relevant Order.
- 3.2. It will provide the Services/ Products in accordance with the highest standards.
- 3.3. It does not act as a representative of any kind of the Company, and it has no authority to represent or bind the Company in any way.
- 3.4. It is not aware of the circumstances that create, or may create, a conflict of interest or the appearance of a conflict of interest that will prevent it from providing the services as specified in the order and undertakes to report such circumstances to the Company immediately. There is no restriction, impediment or prohibition preventing it from entering into an agreement and performing the obligations imposed on it by virtue of the agreement to the fullest satisfaction of the company.
- 3.5. It waives any claim of inadequacy, error, deception, and misrepresentation in connection with any of the above and shall have no demand or claim due to reliance on a misunderstanding of any matter related to the Order, product, services, works or their supply or performance.

4. Purchase Order

It is clarified that the prices set in the Order are final and predetermined agreements, and any change will be made with written consent of the Parties.

5. Delivery; Transfer of Risk; Transfer of Ownership

- 5.1. The Supplier will deliver the Services/ products (or any part of them) in accordance with the details set out in the Order. Compliance with the delivery date and place of delivery specified in the Order (“**Time of Delivery**” and “**Place of Delivery**” and “**Meeting the Timetable**” respectively), is a fundamental condition of these T&Cs. The Products or Services will be deemed to be provided only after the Company's written approval thereof.
- 5.2. The Supplier shall provide the Company with all the information and documents required, at the Company's discretion, for the purpose of bringing and installing the Product or for the purpose of performing the Services and for obtaining any

license or permit in connection with the Services as required by the Company. The Supplier will provide written instructions for the operation, use and maintenance of the Product/ Services.

- 5.3. Ownership of the Services and Products will transfer to the Company on the earlier of the following: (1) upon first payment (including partial payment), or (2) the date of delivery of the Services or Products at the place of delivery. The risk for the Services or Products shall be transferred from the Supplier to the Company on the date on which the following conditions are fulfilled, insofar as applicable: (1) the Services or Products were delivered to the company, to its' full satisfaction, at the time and place of delivery; (2) the installation and/or operation was carried out to the Company's satisfaction; (3) the Company's and/or Customer's personnel were instructed, to the Company's satisfaction; (4) The Service receipt documents were signed by an authorized representative on behalf of the Company (the "**Date of Receipt**").

6. Inspection of the Products Services

- 6.1. Goods/services/works produced or processed, will be checked by the Supplier for compliance with the requirements of the documents (specifications, drawings etc.) and the Supplier will provide a signed certificate of conformity to the Company.
- 6.2. To the extent applicable, the Supplier will be responsible at its own expense for the start-up & commissioning and operation of the Product or Service, if applicable, in the format agreed between the parties and for providing the documents (the "**Activation**" and "**Running**" respectively).
- 6.3. To the extent applicable, the Supplier shall be available at the delivery site no later than seven (7) days from the date set by the Company for installation, operation and running as applicable. If the Supplier is not available, the Company shall be entitled to perform the Activation and Running of the Product ("**Operation and Running by the Company**") and the Supplier shall indemnify the Company for all its expenses including for all indirect costs. Operation and running by the Company shall not detract from the liability of the Supplier in accordance with this Agreement.
- 6.4. Without derogating from any other condition set forth in the Order, the Company shall be entitled to inspect the Services or Products (or any part of them), including without limitation the Supplier's site and/or the Company's warehouses and/or at an authorized testing institute, all at Company's sole discretion. The Supplier shall cooperate with the Company to perform the aforementioned tests, and for this purpose it hereby grants the Company permission to enter its facilities at any time. In addition, in accordance with the Order and to the extent applicable, the Supplier will set aside, as necessary and without any additional consideration, suitable samples that will be provided to the Company, as requested by the Company, in order to enable the Company to examine the samples and the confirmation provided regarding them within the framework of the schedule for placing the Order. All tests will be conducted at the expense of the Supplier.

7. Order Cancellation and Return of Products

- 7.1. **Order cancellation.** The Company may, at any time and at its sole discretion, cancel an Order prior to its delivery/execution by giving notice to the Supplier. If an Order is cancelled by the Company after its approval and the Supplier has proved that such cancellation was made without a justifiable reason, the Company will pay the Supplier for reasonable direct expenses only, which the Supplier can prove, by documentation, it actually had until the date of receipt of the cancellation notice. It is hereby clarified that the Supplier shall not be entitled to any indemnification of any kind other than the payment mentioned above in this Section. The Company will not indemnify the Supplier if the cancellation of an order is due to the Supplier's failure to meet any of its obligations under the general conditions and/or defects in the products and/or a decision to make a sweeping recall. The Supplier will compensate the Company for any expense incurred by it, if it is required to pay the Supplier contrary to what is stated in this section. Indemnification from the Company to the Supplier shall be made after the Company is convinced, beyond reasonable doubt, that the Supplier has taken all necessary actions to reduce the Company's costs in respect of such indemnification.

The provisions of this section shall survive termination or cancellation (as applicable) of this Agreement.

8. Consideration; Payment Terms

- 8.1. Unless stated otherwise in the Order, and subject to the products / execution of the works / or the provision of the services ordered were provided to the full satisfaction of the Company, the Company will pay the supplier for the services or products under payment conditions of current +96 days from the date of approval of the invoice by the Company, and against a lawful tax invoice.
- 8.2. The prices set forth in the Order are the sole remuneration the Supplier shall be entitled for. The Company will not pay any supplement as a result of any changes, including (but not derogating from the generality of the aforesaid) in the Cost

of Living Index, exchange rates, production expenses, labor wages, material prices, taxes, levies, mandatory payments, etc. unless otherwise specifically determined in the Order.

- 8.3. Unless otherwise agreed, in writing, between the Parties, payments to the supplier will be made in New Shekels.
- 8.4. The Supplier shall bear all taxes, levies and any other payment made by law in connection with the provision / provision of services / execution of the respective works.
- 8.5. Any approval or payment (including offset) by the Company to the Supplier does not constitute confirmation for the quality and/ or completeness and/ or correctness of the services/ work and/or the Company's consent and/or the Company's waiver of any claim regarding the quality of the Services.

9. Warranty ("TIV")

- 9.1. Supplier Declares and warrants, in addition to its obligations and representations in this Agreement (including in the clause 3 above) As follows:
 - 9.1.1. All services or products that will be supplied / performed by the Supplier as part of any order, will be new, without defect and / or defect visible or hidden, of the best quality, of original manufacture, will be suitable for the order in every detail, will comply with the requirements of any law and authority applicable to them and the accepted standards for products of their kind and will fulfill their purpose;
 - 9.1.2. The products will be transferred to the Company free of any third-party rights, including liens, foreclosures, liens, pledges, and taxes;
 - 9.1.3. Insofar as relevant in the terms of the order, the Supplier owns or owns the rights to use all intellectual property rights related to the Product, and to the extent applicable also in the documents and software included in the Product and is not aware of any infringement or claim of infringement of these rights.
- 9.2. The supplier's representations and commitment to TIV under this agreement will also apply to any product that has been repaired and/or replaced, in whole or in part, by the supplier.
- 9.3. Obligations of the supplier under clause 9 This Agreement will continue to apply after you use or activate the Products (As applicable:), and even after the termination of this Agreement, indefinitely, unless expressly stated otherwise in the Order.
- 9.4. In the event that it is discovered that any product is defective, did not fulfill its purpose or does not fully or partially fit the order ("**defective product**"), whether this could have been discovered by reasonable examination or not, the Company may choose one or several of the following alternatives: (a) return to the supplier at the expense of the supplier, of the defective product and receipt of a refund of any payment paid by the company to the supplier and/or any expense incurred by the company in connection with the defective product; (b) replacement of the products at the supplier's expense, on a schedule, which will be delivered to the supplier in the notice of return of the product(s); (c) Repair of the products at the expense of the supplier, including payment of the costs of transporting them to the place where they will be repaired. The schedule for carrying out the repair will be provided to the supplier along with the notice of the defect in the products; (d) agreed compensation without proof of damage in an amount equal to 10% (or any other rate recorded in the order) of the order amount under which the defective product was supplied; (e) If the Company decides to leave the defective product in its hands, the price of the product will be reduced at a rate agreed upon from the amount of the relevant order.
- 9.5. In case of repair or replacement as provided in section 9.4 Above Warranty period for all Product or component The replaced will be extended for an additional warranty period which will end The later than: (a) 12 months after the repair or replacement of Such product or component; and (b) the remaining warranty period on the Product in accordance with this section 9.3 Above.
- 9.6. In addition to any other remedy available to the Company under this Agreement or under any law, the Supplier will compensate the Company for any damage, loss or additional costs caused as a result of breach of the Supplier's obligations under this Agreement.
- 9.7. For any amount owed by the Supplier to the Company pursuant to this Agreement, an amount equal to 15% of the price of the relevant products will be added for the Company's expenses, including overhead expenses, excluding legal expenses that the Supplier will pay in addition.
- 9.8. Provisions of Section 9 It will survive its termination or cancellation (As applicable:) of this Agreement.
- 9.9. Unless otherwise stated in the order, and if it is an order for contracting work, the supplier will provide the company with a bank guarantee from an Israeli banking corporation in favor of the company, which will serve as a quality guarantee to ensure the quality of the product in accordance with the product specifications in an amount equal to 10% of the value of the order.

10. Notification of Changes to the Product or Service

To that extent it is relevant to the type of engagement, the Supplier will notify the Company in advance and in writing of its intention to change the process of manufacturing the product or providing the service that it previously provided to the Company or that began manufacturing and/or supplying and/or providing the service after the date of the order. The Supplier shall not

make any such change to the products for which an order has already begun to be delivered, unless approved, in writing and in advance by the Company.

11. Reduction of Late Compensation

Without prejudice to the remedies available to the Company by law, if the Supplier does not complete the work or deliver the product on the date set in the order, the consideration to which it shall be entitled for will be reduced by an amount equal to 5% of the value of the order for each week of delay. Provided that the Supplier has fulfilled all its obligations under the agreement until the expiration of 4 weeks from the date set in the order. Did not complete the supplier His obligations until the expiration of 4 weeks from the date specified in the order, this will be considered a fundamental breach of this agreement, the company will have the right to cancel the order of the product without any compensation whatsoever. The reduction of consideration under this section does not require proof of damage.

12. Liability; Indemnification

- 12.1. The Supplier will defend, indemnify and hold the Company harmless against any and all losses, liabilities, damages, claims, demands, suits, costs and expenses (including, without limitation, reasonable attorneys' fees and court costs) arising or resulting, directly or indirectly, from any act or omission of Supplier or Supplier personnel and/or Supplier or Supplier personnel breach of any term or condition of this Agreement and/or services order, (b) infringement by Supplier or Supplier personnel performance of the Services.
- 12.2. In the event that any sums are found to be due to the Company in accordance with the terms of clause 7(a) above, the Company shall be entitled to deduct that sum from any monies owed by it to the Supplier.
- 12.3. The Supplier shall assume the liability on whatever legal grounds within the framework of the statutory provisions in according to all applicable laws.

13. Insurance

- 13.1. The Supplier shall, at its own expense and discretion, place all the relevant and required insurance coverage in relation to its responsibilities and undertakings according to Order and/or any services order and/or any applicable law. The existence of any such insurance shall not derogate from Supplier's liability or serve to limit its liability in any way.
- 13.2. Any insurance conducted by the Supplier shall include the following provisions: (a) the Supplier alone is responsible for the payment of premiums and deductibles; (b) The insurance policies shall include an express condition according to which they precede any insurance conducted by the Company, and that the insurer waives any demand or claim regarding the sharing of the Company's insurance; (c) the insurance policies will not be canceled and/or will not be adversely changed during the insurance period, unless written notice thereof is given by registered mail to the Company at least thirty (30) days in advance; and (d) failure by the supplier and/or anyone acting on its behalf to comply with the terms of the policies will not detract from the Company's right to receive indemnification under the policies.
- 13.3. The preparation of the insurance required above does not derogate or reduce the liability of the supplier by virtue of the agreement or by virtue of any law.

14. Status of the Supplier

- 14.1. The supplier declares that he is aware that he will not have exclusivity in his engagement with the company under this agreement and that the company does not undertake minimum quantities, frequency of order and financial scope of order or minimum amounts of work in accordance with the type of contract. The Company may, at any time, enter into contracts with third parties, at its sole discretion, inter alia, for the purchase of the products.
- 14.2. The Supplier declares that it will provide the Company with the Services as an independent service provider and that its engagement with the Company does not create between the Supplier or any of its employees, representatives, contractors and anyone on its behalf, and the Company an employer-employee relationship, mission, authorization, or loyalty. The Supplier shall be responsible for fulfilling all its lawful obligations towards its employees and employees in connection with the performance of the contract with the Company.

15. Confidentiality; Non-solicitation; Non-competition; Non-circumvention

- 15.1. The Supplier may be exposed as part of its engagement with the Company to information that is not in the public domain ("**Confidential Information**"). The Supplier shall not disclose to another or publish confidential information, including, without derogating from the generality of the aforesaid, confidential information belonging to the Company's customers. In any case where the Supplier must provide Confidential Information at the express request of a competent authority, he shall notify the Company in writing immediately, assist the Company as much as possible in submitting an application for an injunction or any other order or procedure required to prevent or reduce the scope of disclosure of the Confidential Information, and in any event shall not provide the Information before giving the Company a reasonable time to agree in writing to the disclosure or to lawfully object to the disclosure and. In any event, the Supplier shall disclose only that part of the confidential information whose disclosure is required by law. The Supplier undertakes to bring the provisions of

this section to the attention of each of its employees and/or subcontractors on its behalf and will be responsible for maintaining such confidentiality. That at the conclusion of the parties' engagement pursuant to this agreement, he shall return to the Company all the confidential information in his possession and, if it cannot be returned, shall destroy the confidential information and provide the Company with a document, signed by the CEO of the supplier, that the confidential information has been destroyed and that he has no copy of it left.

15.2. The Supplier and/or anyone acting on its behalf undertake to report to the Company any information security incident related to the Company's information and/or anyone acting on its behalf and/or the Customer's.

15.3. The duty of confidentiality applies to anyone acting on behalf of the Supplier to whom such confidential information will come to their attention ("**Authorized Information Recipient**"). The Supplier shall take all measures to prevent the disclosure of the Confidential Information to any party who is not entitled to this under this Agreement.

15.4. During the term of this Agreement and for a following period of 24 months, the Supplier shall not, either directly or indirectly, engage in any commercial activities or endeavours that are in direct competition with the company.

The Supplier hereby agrees (including anyone affiliated with or related to Recipient or acting on behalf thereof), that they will not, directly or indirectly, contact, deal with or otherwise become involved with any entity or any other entities or parties that initially was introduced, directly or indirectly, by or through the Company, its officers, directors, agents or associates, for any purpose, without the specific written approval of the Company.

The obligations of the Supplier under this section are irrevocable and shall survive the termination, expiration or termination of this Agreement.

16. Company Materials; Ownership; Intellectual Property Rights

16.1. The Supplier acknowledges and agrees that all Company Materials (as defined below) shall be the sole and exclusive property of the Company. Supplier will not remove any Company Materials from the business premises of the Company or deliver any Company Materials to any person or entity outside the Company, except as required in connection with performance of the Services under this Agreement. Supplier further agrees that, immediately upon the Company's first request and in any event upon completion of the Services, Supplier shall deliver to the Company all Company Materials, any document or media that contains Results (as defined below), apparatus, equipment and other physical property or any reproduction of such property, excepting only Supplier's copy of this Agreement. For purposes of this Agreement, "Company Materials" are documents or other media or tangible items that contain or embody proprietary information or any other information concerning the business, operations or plans of the Company, whether such documents have been prepared by Supplier or by others. "**Company Materials**" include, but are not limited to, blueprints, drawings, photographs, charts, graphs, notebooks, customer lists, computer media or printouts, sound recordings and other printed, typewritten or handwritten documents, as well as samples, prototypes, models, products and the like. For the purposes of this Agreement, "**Results**" means any and all deliverables or results of the Services including, without limitation, all inventions and intellectual property.

16.2. In addition to the above said in Section 16.1, the Parties acknowledge that all intellectual property rights in the Intellectual Property (as defined below) and in the Company Materials and all other authorship, property and proprietary rights in such documents and/ or products developed as a result of the Services are, shall be and shall remain in the sole and exclusive ownership of the Company.

16.3. The term "**Intellectual Property**" shall include, without limitation, the products (including, *inter alia*, any rights arising therefrom), business plans, patents, patent applications, copyrights, trade-secrets, trademarks, trade-names, domain names, service marks, rights in get-up, goodwill, rights to sue for passing off, design rights, semi-conductor topography rights, database rights, confidential information, moral rights, proprietary rights, data rights, enforcement rights, royalty rights and any other intellectual property rights know-how, formulation, data, technology, design rights, inventions, discoveries, processes, methods, models or sales, financial, contractual and marketing information and all other intellectual or industrial property and like rights whether or not registered and including all applications or rights to apply for, and renewals or extensions of such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world

17. Use of Company's Intellectual Property and Materials Trademark

The Supplier may not use any name, brand, or trademark of the Company and/or any related company (including a parent company and/or subsidiary), except for the purpose of providing the services that are the subject of the Order.

The provisions of this section shall survive the termination or termination (as applicable) of this Agreement.

18. Offset and Lien

18.1. In case the Supplier breached any of its undertakings and/ or representation, the Company shall be entitled to withhold any amounts due to the Supplier and/or deduct from any amount due to the Supplier from it or from any company affiliated with it (including a parent company and/or subsidiary), without the need to give any notice to the Supplier.

- 18.2. By providing the services to the Company, the Supplier constitutes an irrevocable instruction on its part to any company related to it (including a parent company and/or subsidiary) to transfer to the Company, upon its first demand, any amount due from them to the Supplier, if due, and which the Company will demand, all without derogating from the rights of any Company related to it (including a parent company and/or subsidiary) towards the supplier and subject to these rights.
- 18.3. The Supplier may not delay the execution of services or part of them for any reason whatsoever, except in circumstances where a competent court provided an order to dissolve the Company.

19. Jurisdiction

- 19.1. The competent court in Tel Aviv shall have the exclusive jurisdiction to hear any matter relating to this agreement and arising therefrom.
- 19.2. The Supplier will continue to fulfill its obligations under the Agreement even in the event of a dispute between the parties unless a competent court decides otherwise.

20. Miscellaneous

- 20.1. This Agreement represents the entire agreements between the Parties, and it supersedes and cancels any agreement, negotiations, presentations, promises, memorandums, or any other agreements that preceded it, if any.
- 20.2. Modification or amendment of this Agreement shall be binding only if made with the written consent of the Parties.
- 20.3. Whenever the Supplier is obligated to act in or pursuant to this Agreement, and the Supplier did not act or did not act accurately according to the Agreement and/or instruction, the Company may, but is not obligated, and at its sole discretion, perform the said action instead of the Supplier at Supplier's expense, whether by itself or by others and/or pay instead of the Supplier. For the avoidance of doubt, this provision shall not be deemed to grant a right to any third party vis-à-vis the Company.
- 20.4. The Company's failure to use any right will not be considered a waiver of its right and/or consent to a violation. Any waiver, extension, or discount on behalf of the Company shall not be valid unless made in writing and duly signed by the Company.
- 20.5. Any change in the General T&Cs is subject to the prior written approval of the Company.
- 20.6. The Supplier may not transfer, convert, or assign to others this Agreement in whole or in part, unless prior written approval is given by the Company.
- 20.7. If a court or competent authority rules that any of the provisions of these General T&Cs is non-enforceable, such a ruling shall not affect any other provision, and a non-enforceable provision shall be replaced by an enforceable provision which fulfills, as closely as possible, the commercial intention of such non-enforceable provision.
- 20.8. The Company's rights and remedies to the Company, pursuant to this Agreement and by law, are cumulative, and no provision in this Agreement shall negate the Company's right to any relief or remedy pursuant to the Agreement and/or by law.
- 20.9. The Supplier undertakes not to give any benefit to the Company's employees, including employees of the Company's procurement and contracting division, in money or money equivalent, by himself or by anyone on his behalf.
- 20.10. Compliance with the Company's Procedures – The Supplier declares that he has read the Company's procedures attached in the link below, including the general guidelines for carrying out work and safety instructions, an inappropriate behavior avoidance form, the provisions of the Company's Code of Ethics and an environmental protection appendix, that it has been made clear to him that the Company considers it of utmost importance in his compliance with all such Company procedures and instructions, and in strict compliance with the instructions specified therein, and that he will ensure that, its employees, subcontractors on its behalf (if any) and their employees, shall comply with all instructions and guidelines verbatim.

Link to the Company's procedures: <https://meptagon.com/he/subcontractor-documents/>

21. Notifications

The Parties waive the need to send any notices in connection with the order by mail. All notices in connection with this Agreement will be given in writing and will be given by hand, fax or post or e-mail to the addresses mentioned in the Order.