

# STANDARD TERMS AND CONDITIONS OF SALE

## Acceptance

Any order for the purchase of products from Habonim Industrial Valves and Actuators ( hereinafter " Seller") shall be subject only to the terms and conditions set forth herein or on the face of Seller's invoice, quote, or acknowledgement forms, as applicable, or by mutual written agreement of the parties hereto. The terms and provisions hereof take precedence over any additional terms and provisions of Buyer. None of these terms and conditions may be modified or otherwise altered except by a written instrument signed by an officer of Seller.

**Seller hereby objects to any terms and conditions that may be contained in any form issued by buyer and notifies buyer that they are hereby expressly rejected in their entirety. Sellers act of delivering goods to buyer shall not be deemed an acceptance of such terms or conditions.**

## Quotations

Unless otherwise specified in the quotation, any quotation issued by Seller shall expire in thirty (30) days after the printed date of the quote, and may be reinstated only by written confirmation by seller. Seller reserves the right to correct clerical errors. Seller's products are subject to continuous improvement. To achieve this goal, Seller reserves the right to change features, processes, materials, testing and other specifications as necessary.

## Taxes

Any and all sales, use, or other permissible taxes assessed upon any sale or products sold shall be added to the purchase price of the products.

## Price Changes

Seller reserves the right to make any corrections to prices quoted due to clerical errors or errors of omission. In the event of any design, specification, or ordered quantity changes representing a price increase, Buyer will be notified and afforded an opportunity to confirm.

## Terms of Payment

Unless otherwise agreed in writing, terms of payment are as detailed on the Habonim invoice.

## Finance Charge

Should Buyer not pay any amount when due, a finance charge of 1.5% per month shall be charged. A fee of \$25 shall be assessed for all dishonored checks.

## Delivery

Seller will make reasonable efforts to meet the confirmed shipping dates. Lead times are for reference only and are subject to change. Design and/or specification changes may cause possible adjustments to delivery. Order quantities subject to scheduled delivery dates must be mutually agreed upon. Seller will not be responsible for delays or failure to complete production, shipment or delivery of Buyer's order caused by any event beyond Seller's control including, without limitation, acts of God, fire, inclement weather, labor disputes, changes in order specifications, failure of shipping facilities or Buyer's acts or omissions.

## Cancellation

Orders are not subject to cancellation or modification, in whole or in part, after Seller's acceptance, except with Seller's express written consent, and upon payment of a cancellation charge which will cover all costs incurred by Seller to time of cancellation. If Buyer cancels the order without Seller's acceptance, the Buyer agrees to pay all costs incurred by Seller.



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## Collection

If Buyer fails to make payment in full when due, Buyer shall be responsible for all collection costs incurred by Seller including attorneys' fees and court costs.

## Title and Risk of Loss

Risk of loss or damage in transit shall be borne entirely by Buyer at all times after the products are delivered to the carrier for shipment. However, the right to stop delivery in transit shall remain with Seller until payment in full has been received by Seller.

## Inspection of Goods

Buyer's receipt and possession of the goods constitutes its acknowledgment that it has accepted the goods, unless Buyer notified Seller to the contrary, in writing, within four (4) business days of receipt of the goods. Buyer's use of the goods constitutes a full and complete acceptance of the goods. Buyer has an obligation to ascertain the conformance of the goods prior to installation. Therefore, Seller will not accept return of, nor issue credit for, any incorrect goods which bears the appearance of having been installed, totally or in part.

## Return Policy

No products shall be returned to Seller, whether for inspection, repair, replacement, or any other reason, without prior approval from Seller. Products and parts must be returned in new or like new condition with complete identification in accordance with our instruction or the shipment may not be accepted. All returns must be sent to Seller freight prepaid F.O.B. destination unless otherwise instructed. Where authorization has been obtained to return products and parts for reasons beyond warranty a restocking charge of twenty five percent (25%) and any additional transportation charges are applicable.

## Delays or Default in Delivery

Seller shall have no liability to Buyer for Seller's delay or default in delivery due to strikes, secondary boycotts, riots, wars, accidents, fires, floods, explosions, vandalism, government embargoes, priorities or regulations, transportation delays, shortages of labor, fuel, materials, supplies, power, transportation facilities or tooling capacity or other similar or dissimilar causes beyond Seller's reasonable control. Under no circumstances shall seller have any liability for penalties or other consequential damages of any kind resulting in whole or in part from Seller's delay in delivering, or failure to deliver, any products to buyer as agreed.

## Warranty

The goods sold by Seller under these Terms of Sale are warranted to be free from defects in workmanship and materials for 18 months from the date goods were shipped by Seller or 12 months after installation, the earlier of the two, during which time Seller shall repair or replace any defective goods; provided, however, that such warranty shall not apply to any goods that have been tampered with, dismantled, misused or used beyond any stated specifications or useful life, neglected, improperly installed, handled or used, repaired, altered or damaged. Warranty conditions supra may be overridden by specific product-related or promotional-related warranties. The conditions of such warranties will be provided to Buyer upon purchase of product.

**It is expressly agreed that this warranty will be in lieu of all warranties of fitness and in lieu of the warranty of merchantability.**

Buyer affirms that Buyer has not relied on Seller's skill or judgment to select or furnish goods for any particular purpose.



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**No representations of fitness for any particular purpose shall be implied from specifications, if any, set forth herein, or by the nature of the goods. No agent, employee, or representative of seller has any authority to bind seller to any affirmation, representation, or warranty concerning the goods sold by seller except as identified on the face of seller's quotation, acknowledgement, and/or invoice, as applicable.**

### General Limitations of Liability

Seller's total liability to Buyer for all claims of any kind, whether based on contract, tort (including negligence), strict liability or otherwise, for any loss or damage, arising out of, connected with, or resulting from the performance or breach of the contract of purchase shall in no event exceed the amount of the price of the specific products or service which gives rise to the claim. In applying the monetary limitation of Seller's total liability, such liability shall be reduced by the sum of (1) any damages paid to Buyer by Seller, (2) any costs incurred and settlements made by Seller and (3) any refund of the price for the products or services in the event of a rescission. In all cases where Buyer's claim, whether based upon contract, tort (including negligence), strict liability or otherwise, involves defective work or nonconforming products or services, or damage resulting there from, Buyer's exclusive remedies and Seller's sole liability shall be those specifically provided for under "Warranties" section. Seller shall not be responsible for the acts and workmanship of the employees, contractors, subcontractors or agents of Buyer. Seller shall not be liable for any property damage or personal injury caused by (a) the negligence or fault of Buyer's employees, contractors, subcontractors, agents or material men, (b) failure to observe Seller's advice, (c) failure or malfunctioning of any tools, equipment, facilities or devices not furnished by Seller, or (d) use of instruments or the making of adjustments by Buyer's employees, contractors, subcontractors or agents. In no event, whether based upon contract, tort (including negligence), strict liability or otherwise, and whether arising before or after completion of its obligations under the contract of purchase, shall Seller be liable to Buyer for losses or damages caused by reason of loss of use, revenue or profits, or cost of capital, or special, consequential or penal damages of any nature, and Buyer shall indemnify Seller against any such claims by any third party. The liability, if any, for any claims, whether based upon contract, tort (including negligence), strict liability or otherwise, for any loss or damage arising out of, connected with, or resulting from, the performance or breach of the contract of purchase shall be limited to specifically identified written claims submitted prior to the expiration of the applicable warranty period as set forth under "Warranties" section. The provisions of this Section "General Limitations of Liability" shall also protect Seller's Suppliers, shall apply to the full extent permitted by law regardless of fault and shall survive termination, cancellation or completion of the work under the contract of purchase. Buyer shall not sell the goods, services or products or otherwise transfer any interest therein without first securing from the transferee limitations of liability at least equivalent to that afforded Seller and its Suppliers.

### Governing Law & Jurisdiction

The terms and conditions of this agreement shall be construed according to the laws of the State of Israel and unless the Seller otherwise agreed in writing for a Specific matter, the relevant court of Israel shall have the sole and exclusive jurisdiction in for any action filed under this Agreement and any dispute maybe enforced in only in Israelis Courts.

