

General Terms and Conditions for Sale

1. The Agreement

Pursuant to a Purchase Order, Statement of Work (“SOW”), or other agreement for the manufacture, purchase, and sale of products by and between the *Buyer* and *Beth-El America LLC*, these **General Terms and Conditions for Sale** shall be incorporated and together with such Purchase Order, SOW, or other agreement, shall constitute the entire agreement (the “Agreement”).

- a. The word “*Buyer*” whenever used herein shall refer to the party purchasing the manufactured products from *Beth-El America LLC*.
- b. “*Beth-El*” whenever used herein shall refer to *Beth-El America LLC*.

2. Services Provided; Generic Products

Buyer acknowledges that *Beth-El* is an Air Filtration Systems company and factory that specializes in producing air filtration systems and electro-mechanical components for heavy-duty vehicles (army vehicles as well) and filtration solutions for industrial, commercial, and medical needs, such as clean rooms and isolating chambers. *Beth-El* is either acting as a contract manufacturer of *Buyer*’s design, or selling *Buyer* a product manufactured by *Beth-El* or its affiliate without using *Buyer*’s design (such product not using *Buyer*’s design a “Generic Product”). Accordingly, *Beth-El* is not responsible for the design or product specifications provided by *Buyer* and is only responsible to manufacturer the products in accordance with the design materials and specifications provided by *Buyer*. *Buyer* shall be fully responsible for any design defect, any defect in the specifications, and for ensuring that no part of the design or specifications infringes upon the rights, including but not limited to the Intellectual Property (as hereafter defined) rights, of any third party. In the case of a Generic Product, *Buyer* acknowledges that *Beth-El*’s pricing to *Buyer* does not include bearing the risk of liability for the Generic Product in the chain of commerce and in the marketplace. Part of the consideration to *Beth-El* for selling *Buyer* a Generic Product is *Buyer*’s agreement to take full responsibility for any and all loss or damages the Generic Product may cause as used, integrated, or re-sold by *Buyer*, to *Buyer* or to any third party whomsoever, including the indemnification of *Beth-El* and its Parent or any affiliates, including whether or not any such Parent or affiliate manufactured the Generic Product. *Buyer* acknowledges that without *Buyer*’s agreement to take full responsibility for all losses and damages caused wherever to whatever or to whomsoever by a Generic Product sold to *Buyer*, including indemnification of *Beth-El*, its Parent, or any of its affiliates, *Beth-El* would not enter into the relevant Purchase Order or SOW for such Generic Product. Accordingly, notwithstanding anything to the contrary in this Agreement, *Buyer* hereby agrees to be fully responsible and liable for any and all all claims, suits, losses, damages, costs, fees, fines, penalties, judgments, liens, and expenses whatsoever (including reasonable attorney’s fees) (“Losses”) arising out of or related to the

manufacture, shipment, sale, and use of the Generic Products sold to Buyer, including without limitation any manufacturing defect claims, design defect claims, negligence claims, personal injury, property damage, or breach of contract claims, and Buyer does hereby release Beth-El, its Parent and its affiliates from any and all such Losses and Buyer further agrees to indemnify, defend, and hold harmless *Beth-El*, its parent and affiliates, and each of their respective officers, directors, shareholders, members, managers, employees, and agents, pursuant to Section 16 below.

3. General Conditions and Applicability

- a. Unless explicitly waived in writing by *Beth-El*, our **General Terms and Conditions for Sale** apply to all activities between the “*Buyer*” and Beth-El America LLC, (hereinafter referred to as *Beth-El* or “we”) or collectively referred to as “Parties”. The Parties further agree, that by virtue of entering into an Agreement with *Beth-El*, the Buyer explicitly accepts and acknowledges *Beth-El’s* **General Terms and Conditions for Sale** exclusively as the only applicable Terms and Conditions between the Parties for all business transactions. Accordingly, any General Terms and Conditions of the *Buyer* are explicitly excluded, even where a Buyer’s purchase order has stipulated to their inclusion (unless specifically agreed otherwise in writing between the Parties). Additionally, these **General Terms and Conditions for Sale** shall supersede any written orders between the Parties previously issued from *Buyer*. No terms and conditions in conflict with, or in addition to, those contained herein shall be applicable to any order of products unless specifically agreed to in writing by an authorized representative of *Beth-El*.
- b. Where the Parties mutually agree to incorporate additional terms and conditions, whether from *Buyer* or *Beth-El*, those terms will serve as additional terms only. If there are conflicting terms, *Beth-El’s* **General Terms and Conditions for Sale** shall take precedence and control, but only if the recognition of them and their acceptance as controlling terms or conditions has been specifically confirmed in writing by *Beth-El*.
- c. The failure of *Beth-El* to enforce at any time any of the provisions of *Beth-El’s* **General Terms and Conditions for Sale**, or to require at any time the performance by *Buyer* of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of *Beth-El’s* **General Terms and Conditions for Sale** or any part hereof, or the right of *Beth-El* thereafter to enforce each and every provision of *Beth-El’s* **General Terms and Conditions for Sale**.

4. Quotations, Quotation Documents, Order Confirmation

- a. Unless specifically stated in writing, quotations are non-binding and subject to change.
- b. An order placed by *Buyer* shall be only binding, if confirmed in writing and stamped by *Beth-El’s* authorized personnel.

5. Delivery Dates

- a. The delivery dates specified in an order placed by the *Buyer* are binding only if they are confirmed in writing by *Beth-El's* authorized personnel.
- b. If there are delays or omissions from *Buyer* during performance of the order (including, but not limited to missing approvals for interfaces or concepts, missing specifications etc.) the delivery dates will be extended accordingly.

6. End User, ITAR

- a. Some of the products of *Beth-El* require an End User Statement from the *Buyer* or the final customer. *Buyer* agrees to comply with all laws of the United States of America, and any applicable states, municipalities, or other governmental or quasi-governmental agencies, and any laws in *Buyer's* country if not the U.S., as well as any and all other countries that may be applicable, with regards to the import and potential re-export of products and the End User Declaration, and to make correct and truthful statements with regards to the End User of the product.
- b. *Buyer* agrees to integrate all appropriate clauses in its contract or agreement with its final customer as well as all terms and conditions, with regards to notification and approval of United States authorities in the event of any export or re-export of the products to another customer or country.
- c. In the event that any ITAR-controlled items are integrated in the Products, *Buyer* agrees to comply with all applicable laws and regulations.

7. Ownership Reservation

- a. Items or products delivered remain *Beth-El's* property until full payment has been received by *Beth-El* from *Buyer*. *Buyer* agrees and is obliged to take all necessary measures to protect *Beth-El's* rights of ownership, or any other rights mentioned in this Agreement.
- b. If our products or articles are integrated into another system, platform, product, documentation or processed with other objects, or are incorporated with parts or materials not manufactured by or belonging to *Beth-El*, *Beth-El* shall acquire co-ownership of the new article proportional to the value or composition percentage of *Beth-El* products at the time of delivery.
- c. With regards to *Beth-El's* property, no pledging or assignment by way of granting a security interest or lien shall be permissible. If *Buyer* is in default with its payment to *Beth-El* more than 6 (six) months, and/or if *Buyer* is insolvent and/or if its imminent insolvency becomes apparent from reasonable criteria, *Beth-El* may demand the return, or retake possession of, any unpaid or partially paid products. The collection

or return of such products to *Beth-El* does not require prior rescission or cancellation of the order or Agreement.

8. Pricing, Terms of Payment and Other Commercial Terms

- a. Prices are (unless otherwise agreed in writing), EXW (Incoterms 2010®) Sunrise, Florida, excluding VAT, taxes and duties or any other surcharges which may apply.
- b. Unless specifically agreed otherwise, the terms of payment for a first-time customer are an irrevocable Letter of Credit of 100% of the order sum, issued by a major U.S. banking institution, or full payment of 100% of the order sum in advance in US dollars with immediately available funds.
- c. All bank charges for opening the LoC are to be paid by the *Buyer*.
- d. For long-term customers with a proven good payment history, which determination shall be in *Beth-El's* sole discretion, the LOC may be waived; in such event the required payment terms are either CAD or a wire transfer within 30 days net from invoice date (Net 30).
- e. Any deviation from the standard Terms of Payment shall require the signature of the CEO on the quotation, otherwise the quotation or other payment terms are invalid.
- f. If the any payment becomes past due, the *Buyer* shall be in default. In such a case, *Beth-El* is entitled to charge interest for any delay in payment schedules of 1% of the payment sum per delayed month, calculated back to the 1st day of the month of the commencement of the delayed payment, and each month thereafter.
- g. The *Buyer* may not withhold or offset against any payments, regardless of the circumstances, unless confirmed prior in writing by *Beth-El*.
- h. If, for any reason, there is an early payment discount, the date of invoice and the date of actual receipts of funds are the binding dates to establish whether the payment is eligible and within the window for deduction.
- i. In the event that *Beth-El* becomes aware at any time that the creditworthiness of the *Buyer* has declined, *Beth-El* may unilaterally, in its sole discretion, change payment terms regardless of the conditions stated in the Agreement, including but not limited to demanding advance payments for shipments, or holding back shipments until full payment or advance payment is received.
- j. Where there are delayed payments from the *Buyer*, *Beth-El* is entitled to cancel the order in part or in full and receive compensation from the *Buyer* for the costs incurred and may at its own option seek to terminate the Agreement in whole or in part.

- k. If *Buyer* requests technical or other changes to the products or conditions, both Parties will agree, in writing, to updated pricing of such products or conditions.

9. Technical Specifications, Drawings, Descriptions

- a. Except with regard to Generic Products, Specifications, including any agreed upon changes to the Specifications, will be reduced to writing and become effective when signed by both Parties.
 - i. *Beth-El* will cause the products to be manufactured in accordance with the Specifications provided by *Buyer*. "Specifications" means the specifications related to the design, physical characteristics, function, performance, manufacture, assembly, packaging, and quality of the products, as such Specifications may from time to time be amended or modified.
 - ii. All information regarding technical specifications, including but not limited to weight, power consumption etc. as well as brochures and advertising materials are for guidance only and will only be binding on *Beth-El* if *Beth-El* has specifically confirmed them in writing or if they are part of a written agreement / contract.
 - iii. *Buyer* will be completely responsible for providing the design of the product to be manufactured by *Beth-El*.
- b. *Beth-El* shall use commercially reasonable efforts to carry out the services as described on the applicable purchase orders and SOWs in compliance with applicable manufacturing standard requirements and compliance with applicable laws and regulations, and to ensure that the products confirm to their applicable Specifications, if any.
 - i. Products shall be manufactured in accordance with the Specifications identified and incorporated by *Buyer*, except to the extent where *Buyer's* desired specifications are unable to be manufactured. If there is an instance where the design cannot be manufactured to the *Buyer's* design and Specifications, *Beth-El* will notify *Buyer* and *Buyer* will submit and the Parties will agree to a modification if possible, and with the appropriate pricing adjustments, if applicable.
 - ii. Any Services not described in an SOW or Purchase Order and agreed to by both Parties that might affect the performance, cost or schedule for activities described in such SOW or Purchase Order shall be described in a Modification. Each fully executed Modification shall be attached to these General Terms and Conditions for Sale and shall be incorporated by reference herein. Any (a) change in the details of the SOW or Purchase Order, or (b) change in the assumptions upon which a SOW or Purchase Order is based (including changes in an agreed start or end date for the Services or suspension of the Services by the Parties) may require changes in the SOW or Purchase Order, responsibilities, duties, budget, payment schedule, timelines and/or other matters, and shall

require a written amendment to the Agreement or applicable SOW or Purchase Order signed by the Parties (a "Modification").

10. Transportation, Risk, Acceptance of Products, Governmental Quality Acceptance Inspection

- a. Unless otherwise agreed between the Parties in writing, the risk passes to *Buyer* when the shipment is handed to the carrier.
- b. Unless otherwise agreed in writing, *Buyer* shall inspect and test all products upon receipt. *Buyer* shall perform any inspection prior to formal acceptance of products within 1 (one) week from receipt of the products. If *Buyer* has not made any objection or rejection within 1 (one) week, products shall be deemed to have been accepted by *Buyer*.
- c. In the event that Governmental Quality Acceptance Inspection in *Beth-El's* facility is agreed in the Agreement between the Parties, it is responsibility of *Buyer* to arrange for such inspection (if nothing has been agreed specifically in writing, such inspection must take place the week before the shipment date). In the event of failure to arrange such inspection on time, *Buyer* shall have no right to delay or postpone the agreed shipment date.
- d. If *Buyer* receives any complaint regarding the products, it shall notify *Beth-El* in writing within ten (10) business days of receipt of such complaint. *Buyer* will be responsible for evaluating complaints and updating *Beth-El* in writing within ten (10) business days after making any findings, or within ten (10) business days after receipt of a sample of the products that are the subject of the complaint, or of further information received that serves to clarify any aspects of the complaint. This information shall include root cause analysis, corrective action taken (if any), preventive action taken (if any) and disposition of the subject products.

11. Labelling, Packaging and Environment

- a. Products are labelled with standard labelling. *Beth-El* is not obligated to apply special labelling of the Buyer and is not responsible for any legislative labelling required by foreign/non-U.S. laws or regulations. In the event that *Beth-El* specifically agrees to provide customized labelling according to *Buyer's* specifications, extra costs, expenses, or pricing may be charged.
- b. Unless otherwise stated, prices are given in standard industrial packaging, which is not returnable. Environmentally sound disposal of the packaging and the products are the responsibility of the *Buyer*.
- c. The industrial packaging is suitable for dry indoor storage only, according to storage instructions. If the *Buyer* requires special packaging, *Buyer* must alert *Beth-El* to the

customized packaging. Where *Beth-El* is required to use customized packaging, *Buyer* may incur additional costs or charges. These costs will be built into the Parties SOWs or Purchase Orders.

- d. Special packaging according to military grades, return of packaging or other special requirements are only binding when confirmed in writing and at an additional cost to Buyer.

12. Documentation and Publications

- a. All products are delivered with documentation based on *Beth-El* standards. Any further documentation or ILS, maintenance above user level etc. is extra and not included in the standard documentation provided by *Beth-El*.
- b. *Buyer* may not reproduce in any way, translate, or integrate in its own publications any documentation (or parts of it) without prior written approval of *Beth-El*.
- c. In the event that *Buyer* (with *Beth-El's* prior written approval only) is altering, translating, integrating in own documentation, or modifying the original documentation of *Beth-El*, it is at the *Buyer's* own responsibility and risk.
- d. *Beth-El* is not responsible for any documentation, explanation, movie or any other form or sort of publication or media which are generated or done by *Buyer*. Any other or additional publication, which is not done by *Beth-El*, will be strictly the responsibility and liability of the *Buyer*.

13. Warranty

General

- a. *Beth-El* warrants finished products for a period of twelve (12) months after the date of the invoice of purchase for any product, that the products are free from defects in material and workmanship (excluding any defect arising out of or related to the design or specifications).
- b. Within the applicable warranty period, if *Buyer* alerts *Beth-El* to a defect with material or workmanship, *Beth-El* will, at its option and in its sole discretion, repair or replace the product, or refund the purchase price, if *Beth-El* ascertains that the product either does not conform to *Beth-El's* specifications or is defective in material or workmanship (excluding any defect arising out of or related to the design or specifications or other defect or damage for which *Beth-El* is not the cause).
- c. This warranty does not apply to any damages that arise from or relate to any system (for instance, any damages resulting from a defective system or the platform into

which the system is integrated into), apart from the defective system itself, its function and material.

- d. Any warranty provided under these **General Terms and Conditions of Sale** are provided only to the initial *Buyer*. Second-hand or sold-on items are excluded from the warranty.
- e. Any warranty provided herein shall not apply based on explicit defects resulting from any of the following:
 - i. Normal/ordinary wear and tear or deterioration;
 - ii. Abuse, misuse, or excessive usage;
 - iii. Missing, improper or insufficient maintenance;
 - iv. Negligence;
 - v. Unprofessional, incorrect or improper transportation, integration / installation, storage;
 - vi. If the system or any part has been repaired by unauthorized personnel, unprofessionally or in any way that has, in *Beth-El's* judgment adversely affected its performance or reliability;
 - vii. Product usage in an application or for a purpose for which the product was not designed or under stresses, environments or conditions exceeding those specified for the product;
 - viii. Has been opened, damaged, or altered after leaving *Beth-El's* facility, or if the tamper-proof seals have been broken;
 - ix. Has been serviced or maintained by unauthorized personnel, or the required maintenance has not been properly and traceable recorded to give evidence to *Beth-El* that maintenance has been performed according to manufacturer's instructions;
 - x. If parts in the system are found or exchanged which are not original parts from the manufacturer;
 - xi. If the system was improperly connected, connected to improper power sources, integrated improperly or with improper interfaces (including, but not limited to mechanical interfaces, electrical interfaces, electronic interfaces, hydraulic interfaces, software interfaces, pneumatic interfaces etc.);
 - xii. In the event of fire, lightning, or other disasters or accidents;
 - xiii. If the system has been used in combat, combat conditions, military/security operations;
 - xiv. In the event of intended damage, incorrect or careless treatment, incorrect chemical, electrical, mechanical, or other technical or natural influences; or
 - xv. Any other risk that lies with the *Buyer* after passing on ownership and not covered in this Agreement.

14. Exclusive Warranty

THE LIMITED WARRANTY SET FORTH ABOVE IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY *BETH-EL* WITH RESPECT TO THE PRODUCTS. *BETH-EL* MAKES NO OTHER WARRANTY AND HEREBY EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. NO IMPLIED WARRANTY OF MERCHANTABILITY, NO IMPLIED WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE, AND NO IMPLIED WARRANTY ARISING BY USAGE OF TRADE, COURSE OR DEALING OR COURSE OF PERFORMANCE IS MADE BY *BETH-EL*. NO REPRESENTATIVE OF *BETH-EL* IS AUTHORIZED TO GIVE OR MAKE ANY OTHER REPRESENTATION OR WARRANTY OR TO MODIFY THE FOREGOING WARRANTY IN ANY WAY.

15. Limitation of Remedies

IN NO EVENT WILL *BETH-EL* BE LIABLE TO PURCHASER FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE EXEMPLARY OR OTHER SPECIAL DAMAGES OF ANY KIND, EXCEPT IF SUCH EVENT IS THE DIRECT RESULT OF ANY GROSS NEGLIGENCE OR WILLFUL MISCONDUCT ATTRIBUTABLE SOLELY TO *BETH-EL*.

16. Indemnification

Buyer agrees to indemnify, defend, and hold harmless *Beth-El*, its affiliates, and each of their respective officers, directors, shareholders, members, managers, employees, and agents, from and against any and all claims, suits, losses, damages, costs, fees, fines, penalties, judgments, liens, and expenses whatsoever (including reasonable attorney's fees) arising out of or related to the manufacture, shipment, sale, and use of the products, including but not limited to the Generic Products or any *Buyer*-finished product which contains the products, including without limitation any infringement of third party rights claims, manufacturing defect claims, design defect claims, negligence claims, personal injury, property damage, or breach of contract claims.

17. Place of Warranty

- a. The place of repair or replacement of any part or system is exclusively in Sunrise, Florida. Costs for repair or replacement outside Sunrise, Florida will be invoiced to the customer (including, but not limited to travel costs, shipment costs, customs, and taxes etc.).
- b. Warranty or repair can only be accepted if the above-mentioned conditions are met, if maintenance has been performed and documented properly in a traceable way by trained and qualified personnel in the intervals specified by *Beth-El* in the user manuals given with the product.

18. Exclusion of any Other Warranties

This limited warranty is exclusive and is in lieu of all other warranties, expressed or implied, including any warranty of merchantability or fitness for a particular purpose.

19. Unjustified Claims

In the event that *Buyer* claims a warranty defect, which after investigation turns out to be unjustified, *Buyer* will reimburse *Beth-El* for the costs incurred in connection with the alleged defect (including, but not limited to inspection time, repair time, spare parts, shipment costs, packaging costs etc.)

20. Installation

- a. *Buyer* is responsible for the professional and suitable integration of any products bought from *Beth-El*, as well as for its professional installation.
- b. In the event that *Buyer* is performing the installation, *Beth-El* shall not have any responsibility or risk for improper installation of any product. In the event that *Beth-El* is undertaking the installation, the responsibility of *Beth-El* is limited to the professional conduct of the work, but not the method of the integration itself.
- c. As a result of the integration being done by *Buyer*, *Beth-El* disclaims all responsibility for integration, including but not limited to improper, unsuitable, or unprofessional integration, unforeseen cost of labor and material or additional parts required to complete the installation, any other risk or danger associated with the integration of any product. This is applicable as well in the event that *Beth-El* assisted or advised *Buyer* on possible ways of integration, as *Buyer* is the only entity who has the full knowledge of the platform, application, or place of installation.

21. Product Liability

Beth-El disclaims all other liabilities and obligations, including non-contractual liability for personal injury, death, direct or indirect property damage or consequential damages based upon its negligence, strict liability, incidents, all other effects from malfunction of the system or any other ground. Regardless of whether liability is asserted based on breach of warranty, negligence, strict liability, breach of contract or otherwise, *Beth-El* shall not be responsible for special, incidental, consequential or punitive damages, including loss of property, loss of profits or revenues, downtime costs and the cost of substitute equipment. **In no event shall the accumulated and aggregated liability of any defect exceed the value of the product in question, or in the event of a systematic failure, the sum of the relevant Purchase Order or SOW.**

22. Liability is strictly excluded in the following cases:

- i. If *Beth-El* has not sold the product directly;
- ii. The product has been adapted or customized particularly to meet a customer demand or to comply with *Buyer's* specification;
- iii. The defect or failure was not possible to detect at the status of the (technical) knowledge and/or available scientific level at the time the product was sold;
- iv. If it could be reasonably expected that the failure was so evident at the time the product was sold, that with reasonable inspection the *Buyer* could have detected the defect; or
- v. On negligence or intentional act of the *Buyer*.

23. Confidentiality and Intellectual Property

a. Definitions:

- i. "Intellectual Property" means U.S. and foreign patents and patent applications, trademarks, service marks and registrations thereof and applications therefore, copyrights and copyright registrations and applications, mask works and registrations thereof, know-how, trade secrets, inventions, discoveries, ideas, technology, data, information, processes, drawings, designs, licenses, computer programs and software (including any source code and updates thereto), and technical information including but not limited to information embodied in material specifications, processing instructions, product Specifications, confidential data, electronic files, research notebooks, invention disclosures, research and development reports and the like related thereto, and all amendments, modifications, enhancements and improvements to any of the foregoing.
- ii. "Confidential Information" means all data, communications, Specifications, information and know-how, in any form of media, including oral statements, disclosed by either Party ("Discloser") to the other Party ("Recipient") pursuant to, or during the Term of, this Agreement, and which is not generally known or publicly available, regarding technology, designs, know-how, computer programs, products, markets, pricing, and business plans relating to the subject matter of this Agreement, including Intellectual Property (but will not include information excluded below) and other information which, considering its nature or the circumstances of its disclosure, ought in good faith be treated as Confidential Information. Disclosures may be made in any manner, including through written documents, magnetic media, electronic transmissions, verbal disclosures, visual presentations, oral communications, and facility tours, and include all information exchanged, whether marked or indicated as confidential or not. A Party's information shall not be considered Confidential Information to the extent that it (1) was already legally in the possession and control of the Recipient prior to its receipt from the Discloser; (2) is independently developed by the Recipient without use of the Discloser's Confidential

Information; (3) is or becomes a matter of public knowledge through no fault of Recipient, (4) is disclosed to a third party by Discloser without a duty of confidentiality on the third party; (5) is disclosed under operation of law; (6) is disclosed by Recipient with Discloser's prior written approval or (7) is lawfully obtained from a third party under no obligation of confidentiality to the Discloser.

- b. *Beth-El* reserves all rights in and to its Intellectual Property with respect to its manufacturing and supply of the products or otherwise, and any and all information, including, but not limited to technology and data, samples, manufacturing processes, formulae, methods, know-how, show-how, residual knowledge, test results, way of conducting business, software, source codes, business information and methods, inventions, discoveries, models, manufacturing specifications, sketches, designs, drawings, policies, costs, profits, margins and any other documents, ideas or reports (or copies, extracts, or translations thereof) whether oral, written or stored in electronic or other recordable media, or which can be obtained by examination, testing, visual inspection or analysis of any material, equipment, product, spare part, hardware or component part thereof as well as information like price lists, procedures, quantities of supplies ordered and/or received, business and financial policies and/or trade and business secrets (including the business relationship between the parties), analyses, compilations, studies and other material, which contain or otherwise reflect or are generated from any such information or products, product samples, serial deliveries of products, handbooks, spare parts etc. and cost estimates, quotations, drawings, calculations, samples and any other information in any form which is not generally accessible.
- c. Other than as set forth in these **General Terms and Conditions of Sale**, no license under any patents, know-how, trade secrets or other Intellectual Property of *Beth-El* is granted or conveyed, and no license or transfer of any kind is to be implied by providing *Buyer* with any data or media in connection with performing services purchased by the *Buyer*.
- d. *Buyer* shall maintain all Confidential Information in the strictest confidence and shall not make any use of Confidential Information (including, but not limited to use of Confidential Information for any patent filings and/or for implementing or influencing any patent, research, development, reverse engineering, manufacturing), for itself or for any third party. Moreover, *Buyer* shall not disclose or divulge any Confidential Information to any third party, any person, corporation, or other entity without the prior expressed written consent of *Beth-El*, except that *Buyer* may afford its employees, agents and/or consultants' access to Confidential Information to the extent, and only to the extent, required by them for the proper performance of their duties, and provided such persons shall agree to comply with the restrictions in this Agreement with respect to Confidential Information.

- e. *Buyer* further acknowledges that it will have access to information and products of a unique nature and value which was developed by or for *Beth-El* at a significant cost, and that the disclosure or misuse of such information or Confidential Information may cause irreparable damage to *Beth-El*, for which *Beth-El* may not have an adequate remedy at law. *Buyer* further agrees that *Beth-El* shall be entitled to equitable relief including but not limited to injunctive relief as to such misuse or disclosure, or any anticipated misuse or disclosure, and shall be entitled to seek any and all legal remedies in addition to monetary damages, which *Buyer* acknowledges and agrees that monetary damages may not be an adequate remedy.
- f. *Buyer* shall promptly execute and deliver non-disclosure agreements as requested by *Beth-El* in connection with the manufacture of any products for *Buyer*.
- g. *Buyer* shall use any Confidential Information only for rightful and lawful purposes and shall not provide any Confidential Information to any competitor under any circumstances.

24. Force Majeure

- a. *Beth-El* will not be liable for any failure or delay in performing an obligation under this Agreement that is due to any cause to the extent beyond its reasonable control.
- b. The following circumstances shall be considered to constitute grounds of discharge from commitments or liabilities and not deemed as a breach of the order / contract, if they occur after signing of a contract / confirming an order and actions for correct execution therein are prevented as well as not removed by *Beth-El* not taken into consideration when entering the contract or confirming the order, and whose consequences *Beth-El* could not reasonably have avoided or surmounted: Acts of God, lockdown, general labour disputes, every other circumstance such as explosions, acts of terrorism, fire, acts of unusually severe weather, earthquakes, floods, epidemic or pandemic or war, mobilization or unforeseen military induction of corresponding scale, requisition, commandeering, insurrection and rebellion, general shortage of qualified manpower, breakdown of communication facilities, breakdown of supply chain, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, or generalized lack of availability of raw materials or energy, general shortage of transportation, general shortage of products, general and lasting reduction in regarding prime movers as well as delays in deliveries from subcontractors deriving from such circumstances(hereinafter called "Force Majeure").
- c. *Beth-El* shall use its best efforts, to minimize the impact of Force Majeure on the performance of its duties with regards to the contract / order of *Buyer*. When grounds for discharge from commitments or liabilities have ceased to exist, *Beth-El* shall

inform *Buyer*, as possible, when activities postponed due to the grounds of discharge from commitments will be resumed, and what the effects on delivery dates or other consequences are.

- d. If the *Beth-El* in good faith is unable to fulfil the contract with commercially reasonable efforts within 180 days, *Buyer* may cancel a contract. In such event, *Beth-El* will not be deemed to have failed to complete the contract.

25. Term and Termination

- a. These General Terms and Conditions of Sale shall become effective on the Effective date of the applicable SOW or Purchase order and shall continue for the duration of the agreement between the Parties and two (2) years after; provided that the provisions contained in this Agreement with respect to Intellectual Property, Confidential Information, and Indemnification shall survive the termination or expiration of this Agreement.
- b. Any termination or expiration of any Agreement between the Parties shall not affect either Party's outstanding obligations to be bound by these General Terms and Conditions of Sale due hereunder or under accepted Orders prior to such termination or expiration, nor shall it prejudice any other remedies that the Parties may have under this Agreement for events, actions, or occurrences prior to such date.

26. Law and Jurisdiction, Severability

- a. This Agreement and all transactions contemplated by this Agreement shall be exclusively governed by, and construed and enforced in accordance with, the laws of the State of Florida.
- b. The Parties shall negotiate in good faith all disputes to resolve them amicably and shall refer the disputes in the first instance to the Parties' respective managing directors for resolution.
- c. In the event that the parties are not able to resolve the disputes amicably, the Parties acknowledge that a substantial portion of the negotiations and anticipated performance of this Agreement occurred or shall occur in Miami-Dade County, Florida. Any civil or commercial action or legal proceeding arising out of or relating to this Agreement shall be brought in the Courts of record of the State of Florida, in Miami-Dade County or the United States District Court, Southern District of Florida, Miami Division. Each PARTY consents to the jurisdiction of such court in any such civil or commercial action or legal proceeding and waives any objection to the laying of venue of any such civil or commercial action or legal proceeding in such court. Service of any court paper may be effected on such Party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules or procedure or local rules.

- d. The UN convention on contracts involving the international sale of products (CISG) is excluded in the entire legal relationship between *Beth-El* and the *Buyer*.
- e. If any civil or commercial action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing Party or Parties shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil or commercial action, arbitration or legal proceeding, in addition to any other relief to which such Party or Parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges billed by the attorney to the prevailing Party.
- f. If one or more paragraphs or provisions of this Agreement is held to be illegal, invalid, or unenforceable, in whole or in part, under present or future laws, such provision will be ineffective to the extent of such illegality, invalidity or unenforceability. The Parties will replace the ineffective provisions a mutually acceptable alternative provision with the closest possible to the initial meaning, which is legal, valid, and enforceable under current law without invalidating the remainder of such provision or the remaining provisions of this Agreement.
- g. IN ANY CIVIL OR COMMERCIAL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, THE PERFORMANCE OF THIS AGREEMENT, OR THE RELATIONSHIP CREATED BY THIS AGREEMENT, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THIS AGREEMENT OF THE WAIVER OF THEIR RIGHT TO TRAIL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

27. Advertising

- a. *Buyer* agrees and confirms, that *Beth-El* may use *Buyer's* name, company logo,

Buyer's product, photos of *Buyers'* product (where *Beth-El's* systems are integrated or products similar to the ones where *Beth-El's* products are integrated), the project or project name etc. as sales reference in advertising, press releases, presentations, brochures, articles or on *Beth-El's* website.

- b. Such usage of photos from products of *Buyer* shall be limited to publicly available photos, or on not publicly available photos with the consent of *Buyer* to the usage.

28. Restrictions, Miscellaneous

- a. In the event that the products sold to *Buyer* are integrated in another product, platform, or system, *Beth-El* shall have no restrictions to sell (including, but not limited to consumables, spares, maintenance, or services) to the final customer of *Buyer* or any other integrator.
- b. *Beth-El* shall not be deemed in default, unless a written notice is sent to the appropriate person within *Beth-El*. In the event of delays by *Beth-El*, a grace period shall be reasonable and be at least ten (10) days.