



## General Terms & Conditions for Ordering Products/Services from Unitronics

### 1. Preamble

1.1 Preamble hereto forms an integral part of these Terms & Conditions. This document attached and/or incorporated by reference within a price quotation, an official offer, and/or a PO Confirmation sent by Unitronics (as defined below), form the "Agreement" between the Parties defined below.

1.2 Headings preceding the text have been inserted solely for convenience and reference and shall not be construed to affect the meaning, construction or effect of these Terms & Conditions.

### 2. Definitions

2.1 (i) "Goods" –Products and/or Services, as detailed in the PO sent by the Customer (as defined below) to Unitronics (as defined below) ; (ii) "Supplier" and/or "Unitronics"- Unitronics (1989)(R"G) Ltd. and/or its subsidiaries Unitronics Parking Solution and/or Unitronics Inc and/or Unitronics Systems Inc and/or Unitronics GmbH. (iii) "Customer" and/or "Purchaser"- the entity issuing a written Purchase Order to Unitronics ("PO"). (iv) "PO Confirmation" – a formal written confirmation sent by Unitronics to Customer following a PO. (v) Unitronics and Customer are "Parties" and each one of them is a "Party".

### 3. Orders and Delivery

3.1 PO - Customer shall submit written purchase orders for Goods to Unitronics by fax or e-mail, with the following information (at minimum): an identification of the products ordered, including model and catalog numbers, quantity of units ordered, requested delivery dates, shipping instructions (including carrier details, unless and to the extent Supplier shall have chosen such carrier and/or paid any of the shipping expenses, it being agreed and understood that none of the forgoing shall subject Supplier to any liability and/or responsibility beyond those specifically indicated herein) and shipping address, insurance instructions, insurance agent, insured value and any other information required to enable Supplier to fill the order.

3.2 PO Confirmation - All purchase orders from Customer are subject to acceptance in writing by Supplier at its principal offices, which acceptance may address any item of a purchase order (including but not limited to the requested delivery dates). Supplier's acceptance may not be unreasonably withheld however, acceptance will be subject to the availability of supplies and shipment facilities as well as the nature of the Product/Service ordered (depending upon, for example, whether Products ordered are readily available or require customization), and Supplier shall have no liability to Customer with respect to any purchase order which is not accepted by Supplier and/or which is accepted but delivered on dates other than the dates requested by Customer. Each purchase order shall be deemed to be an offer by Customer to purchase the Goods pursuant to the terms of this Agreement and, when accepted by Supplier as hereinabove provided, shall give rise to a contract under the terms set forth herein to the exclusion of any additional or contrary terms set forth in the purchase order.

3.3 Delivery - During the term of this Agreement, Supplier shall use its commercially reasonable efforts to fill (by full or partial shipment) Customer's written purchase orders for Goods, which are accepted by Supplier, insofar as practical and consistent with Supplier's then current lead time schedule, shipping schedule, access to supplies on acceptable terms, customization required for supplying any specific order and allocation of available products and capacity among Supplier customers. Supplier shall have no liability for any loss or damage suffered by Customer resulting from delay in delivery of the Products beyond Supplier's reasonable control.

3.4 Delivery Terms - All deliveries of the Goods shall be Ex-Factory and all charges and expenses in connection with Customer's carriers, agents, air-freight, insurance, consular charges, etc. shall be borne solely by Customer. Supplier shall have no further responsibility for the Goods, and all risk of damage to or loss or delay of the Goods shall pass to Customer upon their delivery at the Ex-Factory delivery point to (i) a common carrier or (ii) an agent or any other person specified by Customer acting on behalf of Customer. Unless otherwise agreed by the Parties, in writing, Customer shall insure each shipment of Goods with a reputable insurer for the full invoice of such shipment. Such shipment shall provide for full coverage from the time the Goods are delivered at the Free Carrier point until Customer shall have paid Supplier for such Goods in full.

3.5 Transfer of Title - Supplier retains title in and to the Goods and reserves all rights with respect to delivered Goods permitted by law including, without limitation, the right of rescission, repossession, resale, and stoppage in transit until the full amount due from Customer including any charges, in respect of all delivered Goods has been paid.

3.6 Modification of Orders - No accepted and confirmed PO shall be modified or cancelled except upon a prior written confirmation by Supplier. Customer's purchase orders or mutually agreed changed orders shall be subject to all provisions of this Agreement, whether or not the purchase order or change order so states. In the event Customer requests modifications in an accepted order, Supplier may, in consideration for accepting such change order, require Customer to pay such change order charge as shall be applicable under Supplier's then current policies.

3.7 Product Changes - Supplier reserves the right, in its sole discretion and without incurring any liability to Customer, to: (a) alter the specifications for any of the Goods; and (b) discontinue the manufacture of any of the Goods.

### 4. Unitronics' Prices and Terms of Payment

4.1 Prices - In consideration of the supply of Unitronics Goods, Customer shall pay Unitronics the amount referred by the PO Confirmation. All prices are Ex-Factory and include packing in accordance with Supplier's standard commercial export practices in effect at the time of shipment. Special

packing or handling may require Customer to incur additional costs. Customer shall pay all payments due to the Ports Authorities and/or Import Authorities in respect of import of Unitronics Goods, including, but not limited to port duties, customs duties and freight as well as storage fees at the port in the event that any duties payable by Customer hereunder have not been provided within 24 hours of the time they are due.

4.2 All sums to be paid to Unitronics under the Agreement are net of Value Added Tax and/or any other applicable taxes or other assessments made or imposed by any governmental authority with respect to any and all of Unitronics' rights hereunder, which Customer shall bear at the rates legally applicable on the date of payment against a proper invoice.

4.3 Payment Terms – All payments to Unitronics pursuant to this Agreement shall be paid in such installments and upon such payment terms as further detailed in the PO Confirmation.

4.4 All payments to Unitronics pursuant to this Agreement shall be paid in the currency defined in the PO Confirmation, and shall be paid by Customer into Unitronics' account, the details of which detailed in the PO Confirmation.

4.5 Customer shall not be entitled to withhold and/or set-off any sums from any and all funds in its possession or available to it which are the property of Unitronics or are payable to Unitronics hereunder, unless and to the extent so ordered by a court of competent jurisdiction.

4.6 Overdue Payments - If and for so long as any payment from Customer to Supplier under this Agreement shall be overdue:

(a) Interest at the rate of tenth of zero point four percent (0.4 %) per week shall automatically become due on all balances outstanding.

(b) Supplier shall have the right, in its sole discretion, to require payment for additional shipments of Products either by cash in advance or by a bank guarantee, for a sum of not less than the price of the additional shipment.

### 5. Warranty

5.1 Goods Warranty - Supplier warrants for a period detailed in the Invoice that the Goods shall be free from defects in material and workmanship and shall be and remain in full working condition under normal use, ordinary wear and tear accepted. Customer will handle and be solely responsible for all warranty returns of Goods from its direct and indirect end-users. Goods obtained from Supplier which do not comply with the above warranty and are returned (by Customer only) to Supplier during the warranty period (as shown by appropriate documentation) will be repaired or replaced at Supplier's option, at no cost to Customer, provided however that Supplier's sole obligation in the event of a breach of such warranty shall be to provide, at no charge to Customer, replacement or repaired Goods. In no event shall Supplier have any responsibility or bear any liability for Customer's cost of labor for the removal of malfunctioned Goods or the installation of replacement Goods. All costs of shipment of replacement Goods to Supplier and to Customer shall be borne by Customer. Customer shall return all malfunctioned Goods, and any components thereof, to Supplier and all Goods, and any components thereof so replaced shall become the property of Supplier upon their replacement.

5.2 Warranty claims hereunder must be made promptly and in writing; must recite the nature and details of the claim, the date and the cause of the claim as first observed and the serial number of the Goods concerned; and must be received by Supplier no later than fifteen (15) days prior to the expiration of the warranty period provided for in Section 5.1 hereof.

5.3 Excluded Claims - Supplier shall have no obligation under Section 5.1 above in the event that:

(a) Repair or replacement of Goods or parts shall have been required through abnormal wear and tear or necessitated in whole or in part by the fault or gross negligence of Customer or its end-users; or

(b) The Goods or parts have not been properly used, maintained, or repaired in accordance with Supplier's then applicable operating and/or maintenance manuals, whether by Customer or its customers, or shall have been modified or altered in any manner without prior written consent of Supplier; or

(c) A cause external to the Goods such as, but not limited to power failure or air conditioning failure or connection the Goods to equipment unauthorized by Supplier.

5.4 Limited Warranty - The warranties set forth above are in lieu of all other warranties, express or implied, which are hereby disclaimed and excluded by Supplier, including without limitation any warranty or merchantability or fitness for a particular purpose or use and all obligations or liabilities on the part of Supplier for damage arising out of or in connection with the use, repair or performance of the Goods.

5.5 Compatibility - The parties declare and agree that where Customer installs the Goods (in this Section 5.5, not including any Software Goods) as a part of a system in which the Goods are intended for use in conjunction with other equipment, the responsibility and liability for the compatibility and the combined operation of the Goods and the other equipment, except as and to the extent in strict conformity with the Goods' specifications as provided by Supplier in writing, lies with Customer and not Supplier. The foregoing shall apply, and not be prejudiced, even if Supplier provides assistance to the design of such system and to the installation of the Goods in it.

## **6. Liability**

- 6.1 In no event shall Unitronics be liable to Customer or any other third party on its behalf, whether in contract, tort or otherwise, for any indirect, incidental or consequential loss or damage, loss of use, loss of production, or loss of profits (anticipated or not), whether such claim is based in contract, tort (including negligence), strict liability or otherwise, arising under and/or in connection with a breach of Unitronics' obligations under the Agreement.
- 6.2 The aggregate liability of Unitronics to Customer shall not exceed 50% of the Goods.
- 6.3 In no event shall Unitronics be held liable for damages or losses arising under and/or in connection with the PO resulting from acts or omissions of Customer or any third parties acting on behalf of Customer.
- 6.4 Customer shall be liable for, and shall indemnify Unitronics, its employees, servants and agents against any and all liability, loss, actions, suits, claims, demands, costs, charges and expenses arising in connection therewith, or proceedings whatsoever, in respect of damage to any property, real or personal, arising out of, in the course of, or by reason of the performance of the Work, to the extent caused by any act or omission of Customer or any of its Sub-Contractors, agents, servants or employees.
- 6.5 To remove any doubt, under no circumstance shall Unitronics bear any liabilities in connection with the Customer Work Scope or any part thereof and/or any damages, expenses or losses caused by any act or omission of any Customer Sub-Contractor.
- 6.6 Customer shall reimburse Unitronics for any costs, damages, expenses or losses deriving from acts or omissions of Customer Sub-Contractors. The reimbursements shall include non-cancelable obligations to third parties. Reverse engineer, disassemble, decompile or attempt to reconstruct or discover any source code or underlying ideas or algorithms of Unitronics' Software.

## **7. Intellectual Property Rights and Confidentiality**

- 7.1 Customer acknowledges and agrees that all rights, titles and interests to all Unitronics' intellectual property rights including, without limitation, with respect to the documentation, to Unitronics Goods (including any software or firmware contained in the Goods), the Trademarks, and all modifications, improvements and derivative works (by whomsoever produced) thereof and/or any component thereof, to the technologies developed for Customer and/or in which Customer may have any interests and/or rights, to the electronic components and/or software components developed for Customer, in all forms including drawings, object and source codes, and/or in which Customer may have any interests and/or rights, and all derivatives thereof, including translations, improvements, enhancements and the like, regardless of the fact that such derivatives may have been conceived, developed or in any other fashion put to use by any party including, without limitation, by Customer, are and will remain (between the parties hereto and without derogation from any other rights of Unitronics, including its right to assign same to others) solely the property of Unitronics and nothing in the Agreement shall constitute or be considered as a transfer or license of Unitronics' intellectual property rights or any part thereof by Unitronics to Customer.
- 7.2 Customer shall not, without the prior written consent of Supplier:
- (a) Remove, delete, obscure, or alter or fail to reproduce in and on any of the Goods, any patent numbers, trade names, trademarks, notices, serial numbers, labels, tags or other identifying marks, symbols or legends affixed to any Products or containers or packages and any copyright or other notices appearing in or on any component, copy, documentation, media, master or package materials provided by Supplier or which may be required by Supplier;
- (b) Modify, create or perform any derivative work of, or include in any other software or make any copies of the software components and/or any software or firmware contained in the Goods or copies of any portion thereof, (except copies for backup purposes);
- (c) Reverse assemble, decompile, reverse engineer or otherwise attempt to derive the source code or electrical schemes (or the underlying ideas, structure, sequence, organization or algorithms) from the Goods or copies of any software contained in a Products or from any other information or allow others to do any of the foregoing;
- 7.3 The provisions of this Section 7 shall survive any termination of the Agreement.

## **8. Force Majeure**

- 8.1 Neither party shall be liable for failure or delay in the performance of its obligations hereunder due to fire, riot, war, failure of utilities, labor disputes, acts of God, terrorism, failure of the Internet, failure of telecommunications systems, or storms; provided, however, that (i) as pertains to the payment obligations of the Customer to the Company, such delay shall not exceed ten (10) days, and (ii) as to all other matters, the party affected by the force majeure shall act in good faith to render performance as soon as commercially reasonable.

## **9. Term and Termination**

- 9.1 This Terms & Conditions shall be in effect for any valid PO and PO Confirmation (as defined above), and shall continue until terminated in accordance with the provisions below. Each Party has the right to terminate this Agreement with at least 60 days prior written notice to the other for any reason, provided that the Customer has no outstanding payment obligations to Supplier.

- 9.2 Unitronics shall be entitled to terminate the Agreement by giving 14 Days' prior written notice to Customer in the event that Customer materially breaches the Terms & Conditions, or fails to pay to Unitronics the amount due under the terms of this Agreement 7 days after the same shall have become due.

- 9.3 Notwithstanding the foregoing, Unitronics may immediately terminate the Agreement, if Customer shall be adjudicated bankrupt or insolvent and such judgment will not be rescinded within 90 day, or has a receiving order issued against it by a court of law of competent jurisdiction and such order will not be removed within 90 days, or an order is made up for its winding up and such order will not be removed within 90 days.

- 9.4 It is hereby clarified that any such termination shall not affect parts and/or portions of the PO that have already been supplied and/or Goods already delivered according to the Agreement which, at Customer's request, shall remain with the Customer, provided that Customer shall pay Unitronics, within 10 days after receipt of notice of termination, outstanding amounts due for the part of the Goods already supplied until the effective date of termination, as well as any other remedy available to Unitronics hereunder and/or pursuant to any applicable law.

- 9.5 Any provisions of this Agreement which are required to remain in force, in order to fulfill the purposes of such provisions, notwithstanding termination or expiration of this Agreement, shall be deemed to survive such termination for as long as necessary to fulfill such purposes

## **10. Miscellaneous**

- 10.1 Language: Any communication under the Terms & Conditions shall be in Hebrew or in English.
- 10.2 Notices: The addresses of the parties for the purposes of this Agreement are as specified in the PO and/or PO Confirmation documents. All notices shall be deemed to have been duly given to the addressee thereof (i) if hand delivered, on the day of delivery, (ii) if given by facsimile transmission, on the business day on which such transmission is sent and confirmed, (iii) if sent by registered mail seven (7) business days following the date it was mailed, in each case, to an address or facsimile number provided by such address.
- 10.3 Amendment and Modification: The Agreement its schedules and any of their respective terms may only be amended, modified or supplemented by a written instrument signed by Unitronics and Customer.
- 10.4 Waiver and Compliance; Consents: Any failure of either one of the parties to the Agreement to comply with any obligation, covenant, agreement or condition contained herein may be waived in writing by the parties to the Agreement, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any other failure.
- 10.5 Entire Agreement: These Terms & Conditions attached or incorporated by reference in a PO and/or PO Confirmation, are incorporated therein and set forth the entire understanding of the parties, and supersede and merge all prior discussions, negotiations, understandings, correspondence and documents, and all other agreements oral and written between the parties relating to the subject matter herein. In the event of a conflict between any of the documents the order of priority shall be in the following order of precedence: (i) The Terms & Conditions; (ii) The PO Confirmation; (iii) The PO.
- 10.6 Assignment: Customer shall not, without the express prior written consent of Unitronics (which consent shall not be unreasonably withheld), assign to any third party the Agreement or any part thereof.
- 10.7 The parties hereby agree that Unitronics shall serve as an independent contractor and that no employer-employee relations shall exist between Unitronics and Customer.
- 10.8 This Agreement will be governed by construed and enforced in accordance with the laws of the State of Israel, without giving effect to any choice of law or conflicting provision or rule (whether of the State of Israel or any other jurisdiction) that would cause the laws of any jurisdiction other than the State of Israel to be applied. The courts of Tel-Aviv-Jaffa shall have sole and exclusive jurisdiction to hear any disputes among the parties related to this Agreement.