

Gamatronic (UK) Limited
15 Chester Road, Colmworth Business Park, Eaton Socon, St Neots

GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF THE GAMATRONIC PRODUCT LINE

1. General. This document, entitled “General Terms and Conditions” (referred to herein as the “Agreement”), forms an integral part of the quotation to which it is attached (the “Quotation”) issued by Gamatronic (UK) Limited (“Gamatronic”) to the buyer described in the Quotation (“Buyer”) for the purchase of the Gamatronic line of products set out therein (“Products”). All Quotations are limited to the terms and conditions contained on the face of this Agreement.

This Agreement sets out the only terms and conditions applicable to any sale by Gamatronic to Buyer of the Products and, unless otherwise agreed in writing by Gamatronic, any terms and conditions set out in a purchase order issued by Buyer for Products (“Purchase Order”) shall not be binding on Gamatronic.

2. Purchase Orders and Confirmation. All Purchase Orders placed by Buyer, whether in writing or electronically transmitted, are subject to Gamatronic’s written acceptance (“Confirmation”). Upon such Confirmation, Buyer shall become bound by the provisions of this Agreement, regardless of whether Gamatronic acknowledges or otherwise signs this Agreement. Once issued, Purchase Orders may only be modified or cancelled, in whole or in part, upon the mutual written agreement of Gamatronic and Buyer.
3. Purchase Price and Payment.
 - 3.1 Purchase Price and Payment. Buyer will pay Gamatronic the price for Products specified in the Quotation (the “Purchase Price”), (i) unless otherwise agreed by Gamatronic in writing, all invoices issued by Gamatronic for Products purchased are due within thirty (30) of delivery subject to credit check; and (ii) all payments hereunder shall be made to Gamatronic in the currency denominated in the Quotation by wire transfer to the account specified on the invoice.
 - 3.2 Taxes and other Charges. Unless otherwise indicated in the Quotation, the Purchase Price does not include any taxes and other charges applicable to the purchase, shipping and delivery of Products hereunder, all of which are in addition to the Purchase Price and shall be paid by Buyer.
 - 3.3 Late Payments. Any amount not paid by Buyer when due will be subject to a finance charge equal to 1.5% per month (18 % per annum) or such lower rate which is the highest rate permitted by applicable law. Without limiting any remedies available to Gamatronic, Gamatronic may defer or cancel the relevant delivery of Products or goods ordered by Buyer from Gamatronic until full payment of all amounts due is made. Unless otherwise agreed in writing by Gamatronic, in no event may Buyer set-off any amounts due hereunder from amounts that may be owed to Buyer by Gamatronic.
4. Delivery and Shipment.
 - 4.1 Delivery. Deliveries will be made in accordance with Buyer’s written shipping instructions set out in the Purchase Order as may be modified by Gamatronic’s Confirmation based on the general availability of Products. Gamatronic shall not be liable for any cost or damage due to early or late delivery.
 - 4.2 Shipment Terms. Unless otherwise stated in the Purchase Order, all shipments are Ex-Works (Incoterms 2010) Gamatronic plants or warehouses from which products is shipped. Title and risk of loss shall transfer to Buyer upon the delivery of the Products to Gamatronic’s warehouse. Gamatronic shall notify the Buyer when an order is available for pickup from its warehouses. In the event that the order was not picked up within five (5) business days of the pickup date set forth in Gamatronic’s notice, Gamatronic shall be entitled to charge Buyer additional fees for storage and handling.

5. **Inspection and Acceptance.** Unless Gamatronic is performing the installation of the products the following shall apply: Not later than fifteen (15) calendar days following receipt of any of the Products but in all events prior to any use or processing thereof, Buyer shall notify Gamatronic of any discrepancies between the quality (as ascertainable based upon visual inspection only) of the Products ordered and those actually delivered (a “Defect”) or between the quantity of the Products ordered and those actually delivered. Without derogating from the generality of the foregoing, the quality acceptance inspection conducted by Buyer shall include an examination of the indicators on the Tilt Labels and Shock Labels attached to each package in order to identify possible damages occurred in transit. In the event that a package or labels appear to be damaged, buyer shall immediately and prior to opening any such package notify Gamatronic. If Buyer does not provide such notice to Gamatronic within the foregoing time period, or if Buyer uses or processes the Products, such Products shall be deemed to have been conclusively received and accepted by Buyer without defects, and shall constitute full waiver of such claims by Buyer. In the event that Buyer identifies discrepancies between the quantity or quality of the Products ordered and those actually delivered within the foregoing time period, Buyer shall promptly notify Gamatronic thereof in writing. Upon validation of such claim, Gamatronic will take further measures and provide Buyer with instructions in order to resolve any such discrepancy.
6. **Intellectual Property and Use.** Buyer acknowledges, understands and agrees that while Buyer is purchasing the physical embodiment of the Product, Gamatronic retains sole and exclusive ownership of all intellectual property rights and know-how embodied within and related to such Products. Except for the limited right to market, distribute and sell the Products, Buyer is not granted and has no rights in or to any such intellectual property, and, except where specifically permitted by law, shall not, directly or indirectly, modify, reverse engineer or disassemble the Products. Buyer further acknowledges and agrees that it is solely liable for any claims of patent, trademark, or intellectual property infringement that may arise as a result of using or integrating the Products in combination with other materials, equipment or processes.
7. **Installation.** In the event that the Quotation includes installation services; (i) the installation shall be performed by Gamatronic or a third party service partner on its behalf (the “Installer”) during normal business hours, Monday to Friday, subject to prior coordination; (ii) in consideration for the installation services buyer shall pay the fees detailed in the Quotation; (iii) the Buyer shall ensure that the Installer has uninterrupted and safe access to the installation site and to any other device or area required for the performance of the installation; (iv) Buyer shall cooperate with the Installer during the installation and shall verify that the installation site is suitable for the performance of the installation; (v) the performance of the installation is subject to the existence of certain environmental conditions detailed in Gamatronic’s installation guide and product handbooks; (vi) in the event that a new installation date is required to be coordinated due to circumstances originating in the Buyer, such additional visit shall be subject to an additional fee; (vii) Gamatronic shall not be obligated to provide any services which are not explicitly detailed in the Quotation.
8. **Warranty.** Gamatronic provides warranty coverage for Products purchased hereunder. Such warranty is set out in the document entitled “Limited Gamatronic Warranty” available on the Gamatronic website, and is governed by the terms and conditions set out therein.
9. **Disclaimer.** EXCEPT AS EXPRESSLY SET OUT IN THE PRODUCT WARRANTY, GAMATRONIC DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY AS TO QUALITY, MERCHANTABILITY OR FITNESS FOR PURPOSE, CONCERNING THE USE OR PERFORMANCE OF ANY OF THE PRODUCTS, OR THEIR DESIGN, MATERIALS, WORKMANSHIP, LIFE, PERFORMANCE OR SUITABILITY, OR THE INFORMATION, SPECIFICATIONS OR MANUALS PROVIDED WITH THEM. WITHOUT LIMITING THE FOREGOING, UNDER NO CIRCUMSTANCES WHATSOEVER WILL

GAMATRONIC HAVE ANY LIABILITY TO BUYER FOR ADVICE, ASSISTANCE, RECOMMENDATIONS OR INFORMATION PROVIDED BY GAMATRONIC TO BUYER WITH RESPECT TO THE HANDLING, STORAGE OR USE OF ANY PRODUCTS.

10. Indemnity. Buyer shall be solely responsible for, and shall indemnify and hold harmless Gamatronic from and against all actions, causes of action, damages, losses, injury, costs, expenses and liabilities whatsoever arising out of or by virtue of any claim in respect of: (i) any misuse, abuse, negligence or failure to maintain the Products as specified by Gamatronic; (ii) any modifications, alterations or attachments to the Products which were not undertaken by Gamatronic or pre-authorized in writing by Gamatronic; (iii) any failure to observe applicable safety regulations governing the proper use of the Product (including without limitation U.S. National Electrical Code requirements, IEC guidelines, VDE standards, and any other standards and requirements applicable at the installation location); (iv) installation or operation of the Products not in strict conformance with Gamatronic's instructions, including without limitation, failure to ensure sufficient ventilation for the Products; (v) modification or disassembly of the Products in any way without Gamatronic's prior written consent; and (vi) use of the Products in combination with items, articles or materials not authorized in writing by Gamatronic.
11. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GAMATRONIC WILL BE LIABLE TO BUYER ONLY FOR DIRECT DAMAGES ACTUALLY INCURRED BY BUYER AND ONLY UP TO A MAXIMUM AMOUNT EQUAL TO THE PURCHASE PRICE FOR THE PRODUCTS THAT CAUSED SUCH DAMAGES, AND BUYER HEREBY RELEASES GAMATRONIC AND ITS AFFILIATES FROM ALL OTHER CLAIMS AND LIABILITIES INCLUDING, WITHOUT LIMITATION, (A) ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST REVENUES, FAILURE TO REALIZE EXPECTED SAVINGS, OR OTHER COMMERCIAL OR ECONOMIC LOSSES OF ANY KIND, EVEN IF GAMATRONIC HAS BEEN ADVISED, OR HAD REASON TO KNOW, OF THE POSSIBILITY OF SUCH DAMAGE, (B) ANY LIABILITY ARISING IN TORT OR OTHERWISE, WHETHER OR NOT ARISING OUT OF GAMATRONIC'S NEGLIGENCE, AND ALL LOSSES OR DAMAGES TO ANY PROPERTY OR FOR ANY PERSONAL INJURY OR ECONOMIC LOSS OR DAMAGE CAUSED BY THE CONNECTION OF A PRODUCT TO ANY OTHER DEVICE OR SYSTEM, AND (C) ANY DAMAGE OR INJURY ARISING FROM, OR AS A RESULT OF, MISUSE, ABUSE OR INCORRECT INSTALLATION, INTEGRATION OR OPERATION OF THE PRODUCTS BY PERSONS NOT AUTHORIZED BY GAMATRONIC.
12. Termination. Gamatronic may terminate this Agreement with immediate effect in any of the following events: (a) Buyer breaches this Agreement or any other of its obligations to Gamatronic and fails to remedy such breach (if capable of cure) within thirty (30) calendar days of receiving notice thereof from Gamatronic; or (b) where any bankruptcy, insolvency, liquidation, reorganization or similar proceedings are commenced with respect to Buyer, or Buyer is adjudged a bankrupt or becomes insolvent; or (c) Buyer makes an assignment for the benefit of, or proposes an arrangement with, its creditors, or a receiver or similar person is appointed in respect of all or any part of Buyer's assets.
13. Miscellaneous.
 - 13.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement.
 - 13.2 Amendment and Waiver. No amendment, supplement, consent or waiver, express or implied, to or of any provision of this Agreement will be effective unless in writing signed by the parties hereto and then only in the specific instance and for the specific purpose given.
 - 13.3 Severability. If any provision of this Agreement is found by any court or arbitrator to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected thereby.
 - 13.4 Assignment. Buyer may not assign or transfer this Agreement or any of its rights or obligations

- hereunder without Gamatronic's prior written consent, which consent may be withheld at Gamatronic's sole discretion.
- 13.5 Independent Contractors. The parties are independent contractors and nothing contained in this Agreement shall give any party the right to bind the other party.
 - 13.6 Export Laws. Products delivered by Gamatronic are subject to Israeli and U.S. Export controls and may be subject to the trade laws of other countries. Buyer agrees to comply with all export control regulations and acknowledges that it has the responsibility to obtain such licenses to export, re-export or import as may be required. Buyer agrees not to export or re-export to entities on the most current Israeli and/or U.S. Export exclusion lists or to any country subject to U.S. Embargo or terrorist controls as specified in the U.S. Export laws including but not limited to Iran, Syria, Lebanon, Cuba and North Korea.
 - 13.7 Force Majeure. Gamatronic shall not be in breach of any of its obligations under this Agreement where the failure to perform or delay in performance is due, wholly or in part, directly or indirectly, upon the occurrence of any act of God, acts of governmental bodies or agencies foreign or domestic, sabotage, fire, terrorism, floods, earthquakes, explosions or other catastrophes, accidents, freight embargos, delays occasioned by carriers, delays of a supplier of Gamatronic, strikes, lockouts, labor unrest, labor shortages, manufacturing breakdowns or any other event beyond the control of Gamatronic.
 - 13.8 Notices. All notices shall be in writing to the address or facsimile number indicated in the Quotation and/or Purchase Order. Notices shall be deemed accepted three (3) calendar days after delivery by international courier, or two (2) calendar days following transmission by email (receipt confirmed), or seven (7) calendar days after delivery by registered mail.
 - 13.9 Governing Law. This Agreement and all purchase orders issued hereunder shall be governed by and construed in accordance with the laws of England. The parties hereto agree to submit to the exclusive jurisdiction of the Courts of England and Wales in respect of any dispute which arises out of or under this Agreement.
 - 13.10 Language. This Agreement is drawn up solely in the English language, which shall be the only recognized language in all documents and communications between the parties.
 - 13.11 Buyer undertakes to enter into an agreement with a certified company under the WEEE directive, by an authorized authority in the states and countries in which it is selling Gamatronic products, to evacuate products and components at their End of Life stage, to authorized evacuation sites.

Revised: October 2018

Company Name/Seal

Approved and Agreed - Buyer's Authorized Signature

Printed Name & Title of Signatory

Date