

## **Purchase – order terms**

:Upon accepting this order the supplier declares and obliges

### 1. General

- 1.1. To supply the goods to the purchaser ("goods": products or services as specified in the order) under the terms of the present order
- 1.2. That he is aware that the delivery date of the goods is an essential term of the present order and therefore any delay in excess of 21 days shall constitute a fundamental breach of the order. To remove any doubt, the delivery date of the goods specified in the order is only the date on which the goods were delivered fully by the supplier. Partial delivery of goods without receiving prior written consent from the purchaser shall be considered as failure to deliver on time
- 1.3. All the materials, goods, accessories, and equipment that shall be used to execute the order shall be new and of highest quality, and the goods shall meet the requirements of any binding standard and the stipulations of any law
- 1.4. That performance of his obligations arising from the order does not violate any rights of a third party, including rights in intellectual property related to the goods, and there is no contractual, legal and/or other preclusion from delivering the goods to the purchaser in accordance with the terms of the order
- 1.5. That all goods that shall be supplied in accordance with the order shall be of the type, quantity, dimensions, material and finish as specified in the order
- 1.6. Should approval of the purchaser be required for the product, the supplier shall not manufacture and/or deliver the products without receiving the specified purchaser's approval in advance and in writing
- 1.7. That he carries out and shall carry out his obligations in accordance with the present order as an independent contractor, and that no employee-employer relationships exist between him and/or anyone on his behalf and the purchaser

### 2. Warranty

- 2.1. the supplier is responsible fully and comprehensively for the quality of the goods and all of their parts, components and accessories and for the functionality of the goods as specified, for a period of 12 months (36 months for computers including displays) starting from the day of completing their delivery and installation, or 12 months (36 months for computers including displays) from the start of their use by the purchaser, the latest of the 2 dates ("the warranty period") unless explicitly specified otherwise in the present order
- 2.2. :Within the warranty period a supplier is responsible
  - 2.2.1. For fixing any fault, defect, malfunction, breakdown or flaw found in the goods (hereinafter: "the fault") immediately and in any case within a reasonable time on his own expense and to the purchaser's satisfaction, unless it is proven by the supplier that the fault was caused due to unreasonable use of the goods and/or handling of the goods by an unauthorized person. To remove any doubt, in order to carry out his obligation specified in the present subsection the supplier is also

- responsible for collecting the faulty goods from the Technion in Haifa,  
.transporting them and bringing them back, everything on his expense
- 2.2.2. For all direct damages caused to the purchaser, to his employees and/or to anyone on their behalf on account of the fault without any limitation  
.as well as indirect damages subject to any law
- 2.2.3. To fix any fault as early as possible under the circumstances at his  
.expense and to the full satisfaction of the purchaser
3. .Approval of changes in the order  
Approval of changes and/or additions to the order as may be required in accordance to the specifications below shall only be made by the purchaser's acquisitions department, and not by any other department and/or person on behalf of the purchaser. To remove any doubt, the purchaser shall not bear any responsibility for payment or consideration for an order and/or changes not approved in advance and  
.in writing by the acquisitions department
4. Prohibition of making changes in the goods
- 4.1. It is absolutely prohibited to introduce any change in the goods relative to the specifications of the order unless the purchaser's consent to that end was given in writing and in advance through the manager of the acquisitions  
.department only
- 4.2. The purchaser may, without derogating from any other right, return goods which were sent to the purchaser without receiving the purchaser's approval  
.of changes as specified above at the supplier's expense
5. Place of delivery and tax invoice
- 5.1. The location of delivery of the goods is at the purchaser's premises in Haifa,  
.unless specified otherwise explicitly by the purchaser in the order
- 5.2. All goods to be delivered to the purchaser shall include a consignment note  
.bearing the number of the purchaser's order
- 5.3. The original tax invoice shall be delivered by the supplier to the acquisitions department only, separately from the delivery of the goods
- 5.4. A supplier that wishes to submit a transaction bill is requested to attach an accountant's certificate confirming his meeting the requirements of the law for  
.issuing a transaction bill
6. Prices and payment terms
- 6.1. Subject to the supplier's full execution of all his obligations to the purchaser's satisfaction, the purchaser shall pay the supplier the price of the goods under the conditions specified in the order from the date of delivering an original tax invoice in accordance with the law at the acquisitions department only. To remove any doubt, tests carried out by the purchaser, if any, do not exempt  
.the supplier from his for responsibility as specified in section 2 above
- 6.2. The prices of the goods are in accordance with the specifications of the order provided beside each unit, the prices are fixed and they include the full and final consideration for the goods (including any tax, charge, fee of any type, linkage etc.) and no surcharge shall apply to them for any reason, aside from  
.that which was specified in advance and in writing in the order
- 6.3. Prices specified in the order in foreign currency shall be paid in accordance  
.with their representative rate at the date of invoice issue

- 6.4. The purchaser shall not be charged for differences in interest or linkage and/or any other compensation and/or relief due to a delay of up to 21 days in .payment
  - 6.5. All prices are final and include transportation, unloading, installation and training at the purchaser's premises, including use of the equipment required to that end and including warranty and service as specified above, aside for the case where it was decided otherwise explicitly in advance and in writing .and registered thus in the order
  - 6.6. The purchaser shall not pay the supplier any payment for product/s which .was/were found defective or failing to comply with the order
7. Copyright
- 7.1. Where orders concerned with creative work are concerned, including work for creating a work of art, graphics, text, photo, movie, music, software, architectural work etc. (hereinafter: "the creative work"), as well as orders concerned with services which include the creation of creative work and/or during whose execution the supplier would create a creative work for the purchaser, whether the supplier himself or through anyone on his behalf, it is agreed that the purchaser is the first owner of the full extent of copyright in the creative work. This instruction stipulates on the instructions of section 35 of the copyright law. The supplier waives the moral rights in the creative work in the purchaser may make any change in the creative work according to his discretion, including by anyone on his behalf. The supplier obliges to take any advance action that may be required, including towards his subcontractors, to ensure the fulfillment of this obligation of his. The supplier obliges to provide the purchaser with copies of all the creative work in a digital format that allows copying and making changes in the creative work, as well as any document .required to realize the copyright of the purchaser
8. Contracting documents
- 8.1. In any case of contradiction between the terms of the present order and the terms of the detailed agreement signed, if signed, by the signatories on behalf .of the purchaser, the terms of the agreements shall prevail
  - 8.2. In any case of contradiction and/or disparity between the specifications of the price proposals and/or the invoice and/or the consignment note etc., issued by the supplier and the specifications of the terms of the present order, the .instructions of the present order shall prevail
9. Breaches and remedies
- 9.1. In any case of breach and/or expected breach of one of the supplier's obligations as specified in the present order, the supplier obliges to inform the purchaser of that breach immediately with provision of explanations. If the supplier does not fix his breach within the period specified by the purchaser then according to his absolute discretion, and without derogating from any :other right or remedy to which he is entitled by any law, the purchaser may
    - 9.1.1. ;Cancel the order entirely or partially and/or
    - 9.1.2. Return to the supplier goods which were supplied and which do not ;match the specifications of the order and/or

- 9.1.3. Accept the goods – wholly or partially from other sources and charge the supplier for any additional financial expense incurred to the purchaser ;as a result and/or
- 9.1.4. Without derogating from the aforesaid in section 1.2 above, in case of failure to deliver the goods on time, wholly or partially, the purchaser shall be entitled in addition to the aforesaid, for a sum in extent of 0.5% of the total sum of the order for each day of delay after the delivery date .of the goods specified in the order, as agreed compensation

#### 10. Deductions, set-offs and foreclosures

The purchaser may deduce and/or foreclose and/or set off any sum, fixed or not fixed, due or that will be due from the supplier to the purchaser, whether according to the present order or according to another order, agreement or contract, from any sum .due to the supplier without the need for prior notification

#### 11. Prohibition of assignment and/or transfer

- 11.1. The rights and/or obligations of the supplier according to the present order cannot be disposed, charged, transferred or assigned by any other way, unless .the purchaser's agreement to that end was given in advance and in writing
- 11.2. The purchaser only may assign is rights and/or obligations according to the order, fully or partially to the Technion Research and Development Institution Ltd. or to the Technion – Israel Institute of Technology (respectively) and/or .to any organization controlled by any of them

#### 12. The applicable law, agreed location of jurisdiction

The Israeli Law is the law that shall apply to the present order, and to any dispute that may arise concerning the order. The authorized courts of law in the city of Haifa shall have the exclusive and unique authority to discuss any claim and/or matter having to do with the present order and/or the goods and/or matters arising from .them

[1764.40-12]