

CONDITIONS OF SALE

1. Agreement of sale

The seller hereby agrees to sell the goods specified on the overleaf (hereinafter-the Goods) and to transfer the title therein to the Buyer. The Buyer agrees to purchase the Goods from the seller and receive title therein, all in accordance with the terms and conditions specified herein.

2. Delivery of goods

Except as otherwise specifically agreed in writing the Seller will execute delivery of the Goods to the Buyer E.X.F Israeli port. Delay in the delivery of the Goods for any reason will not be sufficient cause to terminate this sale.

3. Risk

Except where specifically agreed otherwise in writing, the Seller will assume risk for damage to the Goods up to the time of delivery to the Israeli port of departure. The Buyer will assume all risks regarding the Goods from the time of delivery onward.

4. Prices

The price of the Goods is as specified in the invoice and does not include the costs of shipment and insurance. Except where agreed to otherwise in writing, the buyer will bear the entire costs of shipment of the goods and insurance. The prices stated in the "price list" of the seller are only recommended retail prices and do not oblige the seller in any way.

5. Payment

The terms of payment will be as stated in the invoice.

6. Interest

In the event that payment is delayed for any reason whatsoever, the Seller will be able to add to the purchase price interest at the rate of labor + 2%.

7. Acceptance

In the event that, within 7 days of receipt of possession of the Goods, the Buyer fails to notify the Seller in writing designating the number of the relevant invoice of the Seller of the existence of purported nonconformity or damage, the Buyer will be deemed as having accepted the Goods. Upon acceptance of the Goods, the Buyer will have no future claim as to non-conformity or damage, and subject to Paragraph 9, will in no circumstances be entitled to return the Goods, receive a refund of purchase price, or any other remedy.

8. Warranty and disclaimer

All warranties, implied or expressed, including without limitation any implied warranties of merchantability or fitness of purpose are hereby disclaimed. Subject to the Seller's limited warranty that the Goods are free of defect in design, materials and workmanship, and to the Seller's promise to replace or repair the Goods in the event that such defect becomes apparent in the course of normal use during the first twelve (12) months after the date upon which the Goods are delivered,

the Goods are sold as is. This warranty does not cover damage or failure caused by misuse, abuse or negligence, nor shall it apply to our products upon which repairs or alterations have been made by other than an authorized DOROT representative. This warranty does not extend to components, parts or raw materials used by DOROT by manufactured by others, which shall be only to the extent warranted by manufacturer's warranty.

9. Liability and indemnity

The Seller will bear no liability toward the Buyer or toward any third party for any bodily injury or death, for direct, indirect, consequential or incidental damages to property, or for any economic loss, including loss of profits, or injury to reputation or goodwill, employees and agents services, or interest, howsoever caused, arising out of the use of the Goods. The Buyer will indemnify the Seller and hold him harmless from and against any and all claims, liabilities, judgements, settlements, losses, damages, expenses and any other costs arising out of or resulting from any such or similar injury, death, damage or loss.

10. Transfer of title

Title to Goods will remain with the Seller until the receipt by the Seller of the entire purchase price for the Goods, title will transfer to the Buyer only upon actual receipt by the seller of the full purchase price. The Parties hereby acknowledge that the Seller retains a traceable ownership and/or security interest in the Goods subject to the receipt of the entire consideration for sale.

11. Taxes and compulsory payments

The Buyer will pay all present and future duties, taxes, levies, governmental charges or other compulsory payments, of whatever nature, arising out of or associated with the sale of the Goods, and imposed by any country or territory through which the Goods may pass.

12. Cancellation

Should either Party become subject to any proceedings for bankruptcy, winding up, insolvency, liquidation, dissolution, reorganization, reconstruction, or similar type action according to the bankruptcy or Company laws in its respective state of business, or if a receiver or trustee is appointed to its business or to all or part of its property, or should either party be in breach of its obligations, then the other party may terminate this sale after having given prior notice, and if within thirty (30) days after receipt of such notice the party in breach has not corrected such breach or other grounds for termination. In the event of fundamental breach, being defined as the anticipated or actual non-payment of the purchase price or any part thereof by the buyer, or the absolute non-delivery of the Goods by Seller, the other Party may immediately terminate this sale.

13. Special orders

Assuming that the Goods were not purchased from the shelf of the Seller, then the Buyer acknowledges that the Goods have been ordered and manufactured specially in accordance with his requirements, needs and specifications. Any cancellation of an order or delivery thereof, or breach of terms or sale may cause the Seller extensive or even total

loss regarding such Goods. The Buyer agrees to compensate the Seller for the full extent of such loss, including, without limitation, loss of profits.

14. Force majeure

The Seller will be fully and totally excused, without liability to the Buyer from performance under this Agreement to the extent prevented or delayed by fire, explosion, unavoidable breakdown of machinery, government acts or regulations, war, strikes or labor disputes, or any act of God, or by any similar circumstances of any character reasonably beyond its control and unforeseen at the time that this Agreement for Sale was made.

15. Assignability

The Buyer may not assign its rights and obligations hereunder without the prior written consent of the Seller, any assignment for which consent was not obtained will not be considered valid. This Sale will insure to the benefit of the Seller, its successors and assigns.

16. Waiver

The failure at any time of either Party to enforce any of the terms or conditions or any right or to exercise any option of these General Conditions of Sale will in no way be construed to be a waiver of such terms, conditions, rights of options, or in any way to affect the validity of this Sale. The acceptance by the Seller of any payment beyond the date on which it was due will not be construed as a waiver by the Seller of any rights which he may have, including the right to receive interest, or as a waiver of its right to receive from the Buyer future timely payments.

17. Licenses and permits

This sale and the fulfilling of any order are contingent upon the receipt of all necessary licenses, permits and standards approvals as required by any governmental or regulatory agency.

18. Severability

Every delivery, or partial delivery, of an order, will be considered severable. Failure by the Seller to execute any said delivery or partial delivery will not alter the Buyers obligations regarding any remaining deliveries, and will not abrogate the Buyer's obligations regarding payment of deliveries already executed.

19. Dispute

The Parties will actively endeavor to equitably settle any dispute arising between them. In the event that the Parties are unable to reach an equitable settlement of such dispute, any claim or lawsuit may be brought before only the Court of competent jurisdiction sitting in Israel. Israeli law will be applied to this Sale.

20. Headings

All headings, headlines and/or numeration of articles, and the division of these General Conditions of Sale into paragraphs are for convenience purposes only and shall not have any legal meaning attributed thereto.

21. Agreement commences

This Agreement will commence only upon issue by the Seller of notification of an official numbered invoice. Prior to such time, the Seller will be under no obligation to supply any order. After such time the Buyer may not cancel or modify any order without the written consent of the Seller.

22. Notices

Any notice authorized or required to be given in accordance with these General Conditions of Sale may be given by telex, facsimile, or by registered or certified mail. Such notice shall be deemed properly given twenty-four (24) hours after having been sent by telex or facsimile and ten (10) days after having been posted by registered or certified mail to the address of the Parties as listed above.

23. Condition of purchase

Any conditions or terms of purchase previously agreed upon or offered by the Buyer which in any way are inconsistent with these General Conditions of Sale are hereby rejected. Any changes or amendments to these General Conditions of Sale must be in writing and signed by the Seller.

24. Changes and improvements

The Seller reserves the right, at his sole discretion, to make all changes which will lead to the improvement of the Goods without prior notice to the Buyer regardless of the specifications stated in any catalogue or other publications provided by the Seller.

25. Minimum orders

Orders of less than US \$ 1000 will require an additional US \$ 50 handling charge to be added to the Goods.

26. Returns

Goods will not be accepted for credit without prior authorisation. Returned goods will be subject to a 15% restocking fee. Freight costs for returns are at the customer's expense. All requests for credit must state official invoice number and date.