



# LORDAN

BEYOND THERMAL  
ENGINEERING

The terms and conditions appearing below shall apply to the order and constitute an integral part thereof.

## 1. DEFINITIONS

- 1.1** "the order" – means the agreement for the purchase by the customer of goods from Lordan, the terms and conditions whereof appearing in this form.
- 1.2** "the goods" – means the goods which customer is purchasing from Lordan as detailed in this form or goods manufactured by Lordan as a result of Customers request.
- 1.3** "Lordan" – means Lordan A.C.S.Ltd. Technical Equipment.
- 1.4** "the customer" – means the person, entity, or body corporate whose details appear overleaf.
- 1.5** "the carrier" – means the land, marine, or air carrier operating in Israel in accordance with the law, and in the event of split carriage, the first carrier operating in Israel.
- 1.6** "the place of delivery" – is as obliged from the terms and conditions of the order overleaf.

## 2. THE ORDER

- 2.1** The customer hereby orders from Lordan and Lordan undertakes to supply to the customer the goods in accordance with the terms and conditions appearing in this form.
- 2.2** The customer warrants that it has given Lordan all the technical and other information necessary for the order to be carried out.
- 2.3** The customer confirms that the plans, drawings and specifications annexed hereto have been approved by it after careful scrutiny and investigation, or that it, the customer, prescribed the plans, drawings and specifications for Lordan or, as the case may be, that it, the customer, dictated the plans, drawings, and specifications to Lordan in supplying it with a sample of the goods its has ordered from Lordan.
- 2.4** Lordan confirms and undertakes that it is able to manufacture the goods in conformity with the plans, drawings and specifications annexed hereto or, as the case may be, in conformity with the sample supplied by the customer for the purpose of manufacturing the goods.

## 3. THE PRICE

The price of the goods is that stated in the order, which shall be paid to Lordan by the customer in accordance with the payment terms appearing in this form.

## 4. DELIVERY OF THE GOODS

- 4.1** If it is provided overleaf that the customer shall appoint the carrier, the customer shall advise Lordan of the identity of the carrier appointed by it and of the place of delivery as soon as possible, in order to enable carriage to be effected.
- 4.2** Lordan shall deliver the goods together with the appropriate documentation at the time fixed in the order.
- 4.3** The risk in the goods shall pass to the customer at the time of their delivery to the carrier pursuant to this order.
- 4.4** Should the customer seek to postpone the time of the goods' delivery and/or should the carrier appointed by the customer seek to postpone the time of delivery and/or should the carrier as aforesaid fail to accept the goods at the time prescribed in the order, for whatever reason, provided that it is outside Lordan's reasonable control, Lordan may (without being obliged) act until the time of the goods' actual delivery as provided below:
- (a) Store the goods in its discretion at the customer's expense.
  - (b) At the customer's expense, acquire in its discretion policies for the insurance of the goods, in which Lordan shall be nominated as the principal assured.
  - (c) At the customer's expense, take all reasonable steps necessary in its discretion in order to protect the goods against damage or loss.
  - (d) Withhold the release and delivery of the goods to the carrier until the amounts due to it in respect of the aforesaid have been paid to it.
  - (e) Any amount paid by Lordan for which the customer is liable shall be paid by the customer forthwith upon Lordan's first demand and bear interest at a rate 2% in excess of the dollar interest rate which Bank Hapoalim charges its customers in respect of dollar loans equal to the debt.
- 4.5** Lordan shall package the goods for carriage in accordance with its normal practice. Should the customer wish the goods to be packaged differently, it shall pay Lordan's standard rate for the packaging sought.

## 5. PAYMENT TERMS

- 5.1** The purchase price of the goods shall be paid to Lordan in the currency denominated in the order, in the manner and at the time prescribed overleaf. In the event of a delay in payment of the price of the goods, Lordan shall be entitled to claim and obtain, in addition to

any other remedy available to it at law or pursuant to these other conditions, interest at a rate 2% in excess of the maximum rate which Bank Hapoalim charges Israeli resident customers in respect of unauthorized from approved credit line accounts.

- 5.2** Without derogating from the above, if the payment terms overleaf specify that the customer is to pay Lordan after the goods have been shipped, Lordan shall retain ownership of the goods until it receives payment in full.

## 6. WARRANTY

**6.1** Lordan warrants that the goods will on leaving its plant be in good order, free of defects and of good quality as customary with similar manufacturers, and it undertakes that, for a period of 12 months commencing from the time of the goods' delivery, or for a period of 12 months commencing from the time the goods were available for delivery, whichever is earlier, if delivery is postponed as mentioned in subsection 4.4 above, it will replace and/or repair any defective and/or faulty goods, provided that the following conditions are fulfilled:

- 6.1.1** The customer gives Lordan written notice no later than 30 days after the defect or fault is discovered; and
- 6.1.2** The customer has installed and used the goods in accordance with Lordan's instructions and made ordinary and normal use thereof and acted in accordance with Lordan's maintenance instructions; and
- 6.1.3** From the time of delivery to the carrier, no alteration has been made to the goods, whether by the customer or by any third party, whatever the reason for the alteration; and
- 6.1.4** If the goods are installed by a third party – the installation is made skillfully and professionally in accordance with Lordan's instructions (or otherwise so as not to damage the good), everything involved in the installation being at the customer's or its successor's sole risk; and
- 6.1.5** Subject to the order conditions and the time at which the risk passes to the customer, the carrier carried the goods in accordance with normal practice in respect of products of similar type and arranged proper packaging and suitable conditions of carriage.

**6.2** The costs of shipment and carriage in respect of the replacement and/or repair of the goods shall be borne and paid by the customer/Lordan, as provided overleaf.

**6.3** Lordan shall not be liable for the goods conforming with the special requirements or purposes of the customer, whether known or implied, unless expressly otherwise provided.

## 7. LIMITATION OF LIABILITY

Lordan, its subcontractors, and any person acting on its behalf shall not be liable towards the customer or any third party in respect of damage which is a direct or probable consequence of the goods, including, but without prejudice to the generality of the foregoing, personal injury, damage to property, loss of income, and replacement costs. Lordan's warranty and liability are limited to the warranty prescribed in clause 6 above and in no event shall they exceed the amount paid to Lordan by the customer as the price of the goods.

## 8. FORCE MAJURE

Delay in performing an obligation charged upon a party to this order by reason of force majeure shall not be deemed a breach of contract and performance of the said obligation shall be postponed until the impediment is removed, the timetable being amended accordingly, unless performance has become unreasonable in the circumstances by reason of the delay.

For the purposes hereof, the expression "force majeure" means acts of war, enemy action, terrorism, general mobilization, acts of an authority operating at law, legislation, general strikes and lock-outs in the economy, natural disasters and other occurrences outside the reasonable control of the party claiming the occurrence.

## 9. INTERPRETATION AND GOVERNING LAW

The provisions of the substantive law prevailing in Israel shall govern the order and those conditions.

The court with jurisdiction to hear any differences or disputes between the parties shall be the Israeli court sitting in Nazareth or such other court as elected by Lordan in its sole discretion.

## 10. GENERAL

**10.1** These conditions, in the event of any discrepancy or non-conformity, shall prevail over the provisions of the order or of any appendix now or in the future annexed thereto, unless expressly otherwise provided.

**10.2** These conditions supersede and revoke any previous negotiations, representations, commitment, arrangement, settlement, memorandum of agreement or agreement between the parties.