

# General Terms and Conditions

(Recently updated on January 2<sup>nd</sup>, 2018)

## Chapter A – Preamble and Definitions

### 1. Preamble

- 1.1. Welcome to [www.conlog.co.il](http://www.conlog.co.il) (the "**Website**", the address of which may be updated from time to time). The Website is operated and managed by Conlog Ltd. of 17 HeMefalsim St., Petah Tikva 4951447 (the "**Company**"). As part of the Comtal Technologies and Engineering Group, the Company engages, *inter alia*, in consulting, marketing and import of various technical products in the following fields: pneumatics, mechanics and motion control.
- 1.2. The use of the Website and/or the ordering and/or purchase of Products from the Company (regardless of whether the order and/or purchase was made via the Website or via any other means available) are subject to these General Terms and Conditions ("**GTCs**", as further defined below) as may be updated from time to time by the Company at its own discretion and in accordance with applicable law.
- 1.3. You must carefully read these GTCs before using the Website for any purpose, placing an order and/or purchasing Product(s) from the Company. By using the Website in any manner and/or by ordering and/or purchasing the Product(s), you declare and confirm that you read, understood and agreed to all the GTCs and that you are aware that the GTCs constitute the legal basis for any communication you may have with the Company in connection therewith. Do not use the Website, order and/or purchase any of the Products, if you do not wish to be legally and contractually bound by the GTCs, whether in whole or in part.
- 1.4. In these GTCs words which are in the masculine gender shall be deemed to include the feminine gender, and vice versa.

### 2. Definitions

As used in these GTCs, the following terms shall have the respective meanings set forth beside them below:

- 2.1. "**Force Majeure Events**" – a fire, natural disasters, floods, embargo, disorderly conduct or riots, severe earthquake or other natural disasters, strikes, lockouts, deficiency in raw materials (including at the Manufacturer) and other circumstances over which the parties do not and did not have any control and that the parties could not have foreseen or

make preparations in respect whereof or prevent them prior to their occurrence.

- 2.2. "**Order**" – an order form for the purchase of a Product(s) that was issued and signed by the Customer in accordance with the Offer (if and to the extent issued) or the Customer's approval of the terms of the Offer by signing in the margins of the Offer, as the case may be.
- 2.3. "**Manufacturer**" – the manufacturer of the Product(s) or a vendor (who does not actually manufacture the Products) from which the Company purchases the Products, as the case may be.
- 2.4. "**Offer**" – the price offer delivered by the Company to the customer in response to its request from the Company to order and purchase the product(s) (to the extent that the price offer was updated, as specified in section 4.2 hereunder), and that will specify the type of product(s), the number of units, the price per product unit, the additional costs incurred by the customer (including with respect to shipment, forwarding, taxes, training etc.), estimated supply date and other conditions if and to the extent that they are relevant.
- 2.5. "**Product(s)**" or "**Equipment**" or "**Services**" – the components of the equipment and/or the items and/or the service, as specified in detail in the Order Confirmation.
- 2.6. "**GTCs**" – (i) with respect to the use of the Website – shall mean this document as may be updated and/or in effect from time to time; or (ii) with respect to the ordering and/or purchasing of Products from the Company – shall mean this document as may be amended and/or in effect from time to time, together with the Offer, the Order (subject to the provisions set forth in section 0), the Order Confirmation and all Appendixes enclosed therewith (if and to the extent that there are any).
- 2.7. "**Affiliated Company**" – any subsidiary, fellow subsidiary, or affiliated company of Comtal Technologies and Engineering Ltd. and/or its shareholders and/or controlling shareholders thereof, whether in the present or in the future, within the meaning of these terms in the Securities Law 5728-1968.
- 2.8. "**Customer**" – any entity that orders and/or purchases Products from the Company solely for business purposes (i.e. any use **other than** personal, domestic or family use).
- 2.9. "**User**", "**You**", "**you**" or "**your**" (or any alterations thereof) – any person or entity (including a Customer) that uses the Website for any purpose

via a computer, a cellular device and/or by any other means of communication.

- 2.10. "**Contact Details**" – the contact details of the User who is a contact person on behalf of the Customer (as the case may be) and that the User provides knowingly in the Website under the "contact" tab so that the Company will be able to contact him regarding his query (e.g., name, email, free text incorporated by the User, etc.).
- 2.11. "**Comtal Group**" - Comtal Technologies and Engineering Ltd., and all Affiliated Companies thereof (present and future).
- 2.12. "**Website Use**" – shall mean any use and/or logging and/or viewing and/or visit of the User in the Website for any purpose including the provision of contact details. The use of the Website is free of charge however the order and/or purchase of the Products from the Company (including the ones offered in the Website as displayed from time to time) requires payment and is subject to these GTCs.
- 2.13. "**Content**" – any information of any kind found on the Website including, however not limited to, texts, verbal and visual content, design, graphic language, videos, materials, data, photos, pictures, drawings, sound files, graphic files, links, computer code, application, texts and any other information displayed or presented on the Website, whether owned by the Company or by a third party that granted the Company with a right of use in the said content.

## **Chapter B – Terms of Order and purchase of the Products**

### 3. Manner of placing the order

- 3.1. A Customer who wishes to order Product(s) from the Company must contact the Company either by leaving its contact details on the Website, or via phone call, email, fax or other. After receiving said details, the Company will send an Offer for the requested Product(s) using the contact details provided.
- 3.2. Should Customer agree with the Offer made by Company, Customer shall place an Order. Any terms made by Customer, whether enclosed in the Order, incorporated and/or referred to within the Order, in any manner, shall not apply and Company shall not be bound thereby. Should there be any discrepancies between the Order and the Offer, the provisions of the Offer shall take precedence. Should there be any discrepancies between the Order and the Order Confirmation, the Order Confirmation shall take precedence.

- 3.3. The action whereby a Customer places an Order with the Company constitutes a binding agreement between the Company and that Customer, which includes all the terms of the Offer as well as the terms set forth in these GTCs.
- 3.4. By signing the Order, the Customer declares and confirms that it duly inspected the qualities and specifications of the ordered Product(s) and found them to be compatible with its requirements. The Customer is aware that the Products are supplied in accordance with and subject to the terms and restrictions of the Manufacturer and the Customer shall not be entitled to make any argument regarding lack of conformity of the Products or any part thereof to its requirements and specifications.
- 3.5. Each Order is subject to the final approval of the management of the Company and of the Manufacturer. Following said approvals, the Company will issue to the Customer a confirmation regarding the performance of the Order (hereinabove and hereinafter, the "**Order Confirmation**") and will purchase and/or order the Products specified in the Order from the Manufacturer, in the name and on behalf of the Customer ("**Original Order Date**"). The Customer hereby authorizes the Company to purchase and order the Products in its name and on its behalf, and undertakes to pay the Company the full Consideration in respect of the Products in accordance with the Offer.

#### 4. Prices

- 4.1. Unless otherwise stated in the Offer, the prices of the Products indicated in the Offer **do not** include the following:
  - 4.1.1. VAT and/or additional taxes (including indirect taxes) which shall be added in accordance with applicable law to any invoice, according to their valid rate on the payment date and shall be incurred by the Customer;
  - 4.1.2. Special import costs (to the extent required – by shipping companies) for which additional costs shall be added according to the customary rates in the Company;
  - 4.1.3. Shipment costs from the Company's warehouse to the Customer. The shipment costs to the Customer, to the extent required, shall be specified separately if necessary and shall be added to the price of the product indicated in the Offer;
  - 4.1.4. Installation and/or assembly by the Company (unless otherwise stated).

- 4.1.5. Insurance expenses and additional expenses that are associated with the transport of the Products to the Customer and that are not specified in section 0above, to the extent that there are any; the Customer shall be solely responsible to incur the said expenses and these shall not be indicated in the Offer.
  - 4.2. In light of the nature, type and complexity of the Products, the Customer is aware that certain information specified in the Offer and/or in the Order Confirmation are subject to changes (including but not limited, to the prices, dates and the costs specified in sections 4.1.1 – 4.1.5 above), including due to requests made by the Customer and/or other reasons that are not contingent on the Company. Company shall obtain Customer's approval prior to making any necessary changes to the Offer and/or in the Order Confirmation.
  - 4.3. Customer shall pay Company the full Consideration specified in the Offer, either in the same currency under which Company paid its Manufacturer, or in NIS – all according to the exchange rate applicable to wire transfers and check drafts on the Customer delivery date, as agreed upon in writing between the Company and the Customer at the time of placing the Order.
  - 4.4. Without derogating from the generality of the aforesaid in section 4.2, any Offer which indicates that the Product's prices may be affected by the commodities stock exchange index shall be amended, should there be a difference in the commodities stock exchange rate of more than 5% between the date on which the Offer was sent to Customer and the date of delivery of the Order from the Customer to the Company. Company shall notify Customer about such said amendment.
5. Consideration and terms of payment
  - 5.1. Customer is required to pay Company the full Consideration amount for the Products ordered in the Order as stated in the Offer (hereinabove and hereinafter: the "**Consideration**") according to the payment dates specified in the Offer.
  - 5.2. Until the full and final payment of the Consideration, the Products shall remain under the exclusive ownership of the Company (regardless of whether the Products were actually delivered to, and are in the current possession of, the Customer). The ownership in the Products shall be transferred to the Customer only after the Company receives the full Consideration. Without derogating from the foregoing, in case of a transaction in installments, the Company shall be entitled to impose a lien on the Products until the full Consideration due to the Company is paid. Until the full payment of the Consideration, Customer shall not be

entitled to perform any action that will affect the rights of the Company in and to the Products (including sale, transfer, creation of a lien/pledge, transfer to a third party) even if the Products were delivered to its possession earlier.

- 5.3. Certain Products shall be directly ordered by Customer from the Manufacturer. The provisions set forth in section 11 hereunder shall apply to the import of Products from abroad directly by the Customer. Without derogating from the aforesaid, Customer expressly agrees that as long as it did not pay the Manufacturer the full price for the Products as specified in the Manufacturer's offer, the Manufacturer shall retain ownership in and to the Products. Ownership in the Products shall be transferred to the Customer after the Customer paid the Manufacturer the full price specified in the Manufacturer's offer.
- 5.4. The delivery of a deed and/or a cheque by the Customer to the Company shall not be deemed as payment as long as the deed and/or the cheque were not fully cashed, until which time, the deed and/or the cheque, as the case may be, will be used as a security for the payment of the sums specified therein.
- 5.5. In the event that Customer fails to pay Company the full Consideration in accordance with the payments terms specified in the Offer, the following provisions shall apply:
  - 5.5.1. Up to 30 days delay (i.e. up to 30 days following the payment date specified in the Offer, and the 30<sup>th</sup> day being included), and until actual payment – the amount in default shall incur Prime interest + 4% per year.
  - 5.5.2. Above 30 days delay and until payment is made, the amount in default shall incur Prime interest + 8% per year.
- 5.6. The provisions set forth in section 5.5 including subsections thereof shall not derogate from any other right and/or remedy that Company and/or the Manufacturer (as the case may be) are entitled to under these GTCs and/or under any applicable law. However, the provisions set forth in section 5.5 shall not apply to payment defaults that result from a Force Majeure Event.
- 5.7. Section 5 is a material section of the GTCs and any breach of any of its provisions shall be deemed as a fundamental breach of the GTCs.

6. Training and installation

- 6.1. Where necessary (due to the nature of the Products) and where agreed upon between the parties in writing, the Company shall provide basic training regarding the use and/or operation of the Products. The scope of such training shall be determined by the Company; and training costs shall be indicated in the Offer.
- 6.2. The Company or the Customer (after receiving training from the Company) shall install the Products in Customer's premises. The installation price shall be indicated in the Offer, should the Product's installation be performed by the Company.

7. Change or cancellation of the Order

- 7.1. Any change and/or cancellation of the Order after it has already been sent to the Company, shall be subject to the Company's and/or the Manufacturer's discretionary approval, and the fulfillment of any conditions (if any) set for under such approval. Customer acknowledges and agrees that the Company shall be entitled to charge Customer for the full Consideration specified in the Offer in respect of any change and/or cancellation of the Order after the Order was sent ("**Order Amount**"), irrespective of the date in which the Customer requested the change and/or cancellation of the Order, for the purpose of covering its expenses and damages and without derogating from any other right granted to the Company by law.
- 7.2. The Company shall be entitled to collect the Order Amount from any and all amounts that were deposited up until then by Customer with the Company. Company shall then return to the Customer the remaining balance, if any. Should no deposits have been made, Company shall be entitled to collect the Order Amount from the Customer in any manner which it deems fit, in accordance with the applicable law. The aforesaid shall not derogate from the other rights and reliefs granted to the Company in accordance with these GTCs and/or in accordance with applicable law.
- 7.3. Any change(s) made to an Order (other than a cancellation), to the extent that such change(s) was/were approved in accordance with section 7.1(without derogating from the ability of the Company to collect the full Order Amount for the purpose of covering its damages, as stated above), shall be deemed a new Order for all intents and purposes (a "**New Order**"), and the provisions set forth in section 3 including subsections thereto, shall apply to the New Order, *mutatis mutandis*, in addition to the conditions (if any) set out by the Company with respect to the change. With regards to the New Order, Company shall not be bound,

neither in whole nor in part, by the terms of the Original Order. The terms of the New Order (including the prices) shall be in accordance with the customary terms of the Company applicable at the time and/or as determined by the Company.

- 7.4. After and subject to obtaining the Order Confirmation from the Company for the New Order, the New Order will be sent to the Manufacturer.

8. Supply

- 8.1. The Company and the Manufacturer shall make all reasonable efforts to ensure that the Products will be delivered on the estimated supply date as indicated in the Offer. Nonetheless, in light of the nature, type and complexity of the Products, the Customer is aware and accepts that the supply date is only an estimate and that it is subject to changes. It is hereby clarified that the Company and/or the Manufacturer shall not be held liable towards Customer and/or any third party, for any deferment, failure to perform, delay in the fulfillment of their undertakings (including with regards to the estimated supply date), and/or any consequences thereof, that are due to external circumstances, including but not limited to a Force Majeure Event, Manufacturer constraints, import delays, etc.

- 8.2. In the event that the Manufacturer ceases the manufacture and/or supply of the Products for any reason after the receipt of the Order Confirmation and prior to the delivery of the Products to the Customer, the Company shall return to the Customer any deposits (if any) and/or any payment made by the Customer for the Products or the assembly thereof, and the Order shall be cancelled. In such circumstances, the Customer shall have no claim and/or argument and/or demand (whether monetary or other) towards the Company and/or the Manufacturer in connection therewith.

- 8.3. The Customer hereby (i) allows the Company to photograph the purchased Products and to make any use of the photos, as the Company sees fit, and (ii) agrees not to raise any claims and/or demands (monetary or other) in connection therewith.

9. Manufacturer warranty – repairing malfunctions

- 9.1. Unless otherwise stated in the Offer, the warranty period for the Products (if any) is 12 months as of the date of delivery of the Products to the Customer's premises, or, if the Products are not delivered to the Customer's premises, from the date on which the Products are collected by the Customer from the Company's warehouse. With respect to Products which are ordered by Customer directly from the Manufacturer



– the warranty period is 12 months from the date on which the Products are released from the port. The scope of the Products' warranty is in accordance with and subject to the terms of use and warranty of the Manufacturer (as stated in the Manufacturer's official catalogue of products, which will be provided to the Customer by the Company prior to the placement of an Order, and are available on the Company's website:

[http://www.conlog.co.il/%D7%97%D7%91%D7%A8%D7%95%D7%AA\\_%D7%9E%D7%99%D7%95%D7%A6%D7%92%D7%95%D7%AA/](http://www.conlog.co.il/%D7%97%D7%91%D7%A8%D7%95%D7%AA_%D7%9E%D7%99%D7%95%D7%A6%D7%92%D7%95%D7%AA/)) ("**Manufacturer's Warranty Terms**"), and subject to Customer's full compliance with the Manufacturer's Warranty Terms.

- 9.2. In general, unless otherwise stated in the Manufacturer's Warranty Terms, the Manufacturer's warranty shall only apply if parts of the Product(s) were harmed as a result of the quality of the material from which they were manufactured and/or from defects in the manufacturing of the Product(s) and/or their assembly, which are due to an act or omission of the Manufacturer. Defective parts shall be replaced or repaired, at the sole discretion of the Manufacturer, by the Company or the Manufacturer.
- 9.3. In addition, with respect to the reparation of Products that are portable and/or movable, the Customer shall be responsible, at its own expense, for their delivery, to the Company's workshop and/or to any other location in Israel, as shall be instructed by the Company. The Customer shall incur all expenses in connection with the transportation of the Products after the repair to the Customer's premises. Immovable Products shall be repaired in the Customer's premises.
- 9.4. Company or Manufacturer (as shall be determined by the general policy applicable in the Company at such time), shall repair malfunctions during the warranty period which are not covered by the Manufacturer's warranty. In consideration thereof, Customer shall pay the Company in accordance with the rates that are customary in the Company on the relevant date.
- 9.5. After the expiration of the warranty period, the Customer shall be entitled to purchase from the Company repair services for malfunctions according to the Company's customary policy applicable at such time, and according to the terms to be agreed upon in writing between the Company and the Customer.
- 9.6. In any event, and unless otherwise stated in the Manufacturer's Warranty Terms, the Manufacturer's warranty shall not apply if the Products were used contrary to the Manufacturer's Warranty Terms, including (without limitations) where the Products were modified and/or handled without

obtaining the written approval of the Manufacturer and/or the Company or by a person that was not authorized for that purpose by the Company and/or the Manufacturer. In addition, the Manufacturer's warranty shall not apply to defects or failures that were caused as a result of defective or improper maintenance by the Customer, unauthorized modification, installation contrary to the instructions, misuse or defective operation not in accordance with the technical specification of the product, negligence, malice, vandalism, accident, loss or damage caused in transit and in circumstances of neglect, damage due to fire or water, electrical disruptions and any damage caused as a result of Force Majeure Event.

10. Limitation of liability

NOTWITHSTANDING ANYTHING TO THE CONTRARY UNDER APPLICABLE LAW AND/OR THIS GTCs, AND SUBJECT TO SECTION 11 BELOW, FOR THE PURPOSE OF CHAPTER B – TERMS OF ORDER AND PURCHASE OF THE PRODUCTS, THE COMPANY (INCLUDING ITS SHAREHOLDERS AND/OR DIRECTORS AND/OR EMPLOYEES AND/OR ANYONE ACTING ON THEIR BEHALF AND/OR THE COMTAL GROUP AND/OR ANYONE ACTING ON ITS BEHALF, INCLUDING THE MANUFACTURER) SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES HOWEVER CAUSED TO THE CUSTOMER AND/OR TO ANY THIRD PARTY, INCLUDING (WITHOUT LIMITATIONS) LOSS OF INCOME, LOSS OF PROFIT, DAMAGE TO REPUTATION, DENIED PROFITS, LOSS OF DATA, PURCHASE OF ALTERNATIVE PRODUCTS OR SERVICES BY THE CUSTOMER, AND OTHER, WHETHER THE LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE.

EXCEPT FOR BODILY INJURY AND DAMAGES TO TANGIBLE PROPERTY, IN ANY EVENT, COMPANY'S AND/OR MANUFACTURER'S MAXIMUM AGGRAGATE LIABILITY UNDER THIS GTC WILL BE LIMITED TO THE AGGREGATE CONSIDERATION ACTUALLY PAID BY THE CUSTOMER FOR THE SPECIFIC ORDER WHICH IS THE SUBJECT MATTER OF SAID CLAIM, AND IN THE MAINTENANCE PERIOD – FOR ANNUAL MANITENANCE FEE.

11. Import of Products by the Customer

11.1. The Customer is aware that there are some Products which cannot be purchased directly from the Company, and for such Product - Customer will be required to take direct action with the Manufacturer. After ordering the Products directly from the Manufacturer, the Customer shall deliver a copy of the order made to the Company.

- 11.2. Regarding transactions that are performed directly between the Customer and the Manufacturer, the Customer is aware and agrees that the price of the Products, as well as any and all other terms contained in that order, shall be set according to a quote which will be delivered to the Customer by the Manufacturer. For clarification purposes, Company shall not be a party to the Customer's order nor to the Manufacturer's quote (or any term thereof). Notwithstanding anything else to the contrary under these GTCs, Company is not responsible and/or otherwise be held liable for any order between Customer and the Manufacturer (including without limitation any changes thereto made, to the extent applicable, by the Manufacturer) and/or any deficiency in the Products and/or operation thereof, nor with regards to the nature of the Products and/or their quality and/or their compliance with the requirements of the Customer.
- 11.3. When placing an order directly with the Manufacturer, Customer shall be required, among other things, to perform the following actions: (i) issuing a letter of credit for the proper amount, (ii) obtaining an import license and an importer number, (iii) subscribing, at its own expense, to an insurance covering the Products from the time they leave the factory or the warehouses of the Manufacturer until their delivery to the Customer (including the entire time during which the Products are disassembled or assembled in any location (whether in Customer's premises or other place) for the purpose of inspection or assembly), (iv) paying the transportation costs (incl. sea and land transportation) immediately after receiving notice of the arrival of the Products, (v) paying the customs duties, taxes and other mandatory payments applicable to the import of the Products, including any extra charges resulting from changes in tariffs, taxes and/or charges applicable until the Products are released, (vi) handling and paying all expenses required for the release of the Products from the customs, (vii) engaging in all matters related to the import and release from customs, and (viii) registering the Products and/or obtaining all permits for the Products with the government authorities, as may be required by the relevant government authorities. Customer understands that these actions and payments shall be in addition to and without derogating from its other undertakings and payment obligations made or to be made to the Manufacturer.
- 11.4. The Company shall assist Customer, if and to the extent reasonably required, in guidance, instructions and training with respect to the handling of the matters specified in this section 11. The latter shall not derogate from the sole and exclusive responsibility of the Customer to perform the said actions and to make the payments required in accordance with the provisions set forth above.

## **Chapter C – Terms of use in the Website and privacy policy**

### 12. Limitations on the use of the Website

- 12.1. The Website is an internet platform which provides information regarding the Company, its services and products. The Company grants you the right to use the Website in accordance with these GTCs and solely for legal purposes. You are prohibited from using the Website or any part thereof for any illegal purpose.
- 12.2. Without derogating from the aforesaid, you undertake not to: (a) perform any action that will cause an unreasonable or disproportionate load on the Website and/or any related infrastructure; (b) publish the contact details of a person or any other material the publication of which is prohibited and/or illegal, incendiary, threatening, false, misleading and/or racist; (c) represent yourself as acting on behalf of the Company and/or in the name of the Company in any manner and not to impersonate as another person; (d) use the Website (including the content and services offered in the Website) for the purpose of performing an act or an activity that is prohibited by law; (e) log into materials and/or computer files unlawfully and/or install or infect the systems of the Company with any virus, "worm," Trojan horse, bug, spyware, malware and other similar software and/or hostile applications that might and/or that are intended to harm the activities of the Company and/or the activities in the Website; (f) create any link or deep linking and/or references to the Website from other sites. In addition, any referral to any link to materials whose publication is prohibited in accordance with these GTCs is prohibited; nor (g) perform any action in the Website or any part thereof in violation of these GTCs and/or that would or might cause any damage to the Company and/or anyone acting on its behalf.
- 12.3. Any User acting in violation of the CTCs shall be denied access to the Website and any material uploaded by the User to the Website (if any) shall be removed. Company shall be entitled to ban User from using the Website (in whole or in part) without derogating from any other right granted to the Company in accordance with applicable law, including the institution of proceedings against any illegal use made in the Website by the User.

### 13. Intellectual property

- 13.1. In the relations between a User and the Company, except for the Contact Details, all intellectual property rights, of any kind, contained in the Website (including but not limited to copyright, patents, designs, and trade secrets related to the operation of the Website, whether registered

or not) together with any Content provided on the Website, are owned by and remain the property of the Company (and/or third parties that authorized Company to use them on the Website). The Content is protected and/or might be protected by copyright or other intellectual property rights and any unauthorized use by the User of the said Content will result, *inter alia*, in the termination of your right to use the Website.

- 13.2. You may not, in any manner whatsoever, alter the Website and/or any Content therein and you are prohibited from copying, reproducing, processing, distributing, transferring, granting use, displaying in public, advertising, creating derivative works, creating any deliverables or material while using the Content (or any part thereof) or using the Content in any other manner and for any purpose, whether or not commercial. In addition, except for granting a limited right of use in the Website, the Company does not grant you any license to use the intellectual property of the Company and/or of third parties that own or to which the content is related.
- 13.3. You may not create frames for the Website and/or use Meta tags or any other hidden text while using the Company's name or its trademarks without obtaining the Company's prior written approval (to the extent granted, under Company's sole discretion).

#### 14. Limitation of liability with respect to the Website

- 14.1. The Content displayed on the Website is displayed "AS-IS" without any warranties, representation or liability of any kind. The display and presentation of the said Content on the Website does not constitute any warranty or representation, whether expressed or implied, by the Company and/or anyone acting on its behalf, regarding its suitability for the User's intended use, fitness for a particular purpose, the correctness and/or accuracy of the Content and/or non-infringement, and the Company disclaims any and all warranties regarding the correctness, reliability, integrity of the Content, or that the Content is error free. In addition, Company does not represent that the Website's activity will be uninterrupted, available or free from errors and will not be interrupted. The photos displayed on the Website are used for illustration purposes only, and may not be an exact representation of the Products and/or Services.
- 14.2. Notwithstanding anything to the contrary under these GTCs and/or applicable law, for the purpose of these GTCs (excluding Chapter B), the Company and/or its shareholders and/or employees and/or directors and/or anyone acting on their behalf and/or the Comtal Group and/or anyone acting on its behalf and/or any other third party specified on the Website, shall not be liable under any circumstances for any damages

(including but not limited to, direct, indirect, punitive, special or consequential damages, damages deriving from loss of profits or loss of income, loss of data, loss of documents, documents reconstruction, disruption to the ordinary course of business, damage to reputation and the like) in connection with and/or as a result of the use of the Website, inability to use the Website and/or the consequences of using the Website, and/or as a result of exposure to malware (including viruses) during the use of the Website, and/or as a result of relying on the Content included on the Website or any part thereof and/or due to an infringement of intellectual proprietary rights, whether or not protected, and/or due to an invasion of privacy. The fact that the Company already received information regarding the possibility that these damages would occur, shall be of no influence or consequence. The only remedy You may seek in any event and notwithstanding the provisions set forth in any law or agreement is termination of the use of the Website.

## 15. Privacy policy

15.1. During your use of the Website, Company may collect information about you as a User and/or about Your use of the Website. The data collected includes information that identifies You as an individual, and information which does not identify you in person. The privacy policy applies both Personal Information and Non-Personal Information.

15.1.1. "**Personal Information**" – the Contact Details which are knowingly and actively provided by the User in the Website, for the purpose of contacting with the Company.

15.1.2. "**Non-Personal Information**" –anonymous, statistical and cumulative information that is collected passively about the User's Use of the Website. This information does not personally identify a User and/or reveal a User's specific identity and/or cannot be attributed to a User (e.g., browser type, usage time, the internet IP address, etc.).

15.1.3. "**Information**" – Personal Information and Non-Personal Information, collectively.

15.2. **Using Personal Information.** By using the Website, including by uploading Your Contact Details to the Website and/or by delivering Your Contact Details to the Company in any other manner, You hereby declare, warrant and affirm the following:

15.2.1. The Contact Details are Yours, and they are true, full and accurate;

- 15.2.2. You are aware that you are under no legal obligation to deliver Personal Information to the Company through the Website or in any other manner, and the provision of it is solely based on Your own free will. Nevertheless, You are aware that without providing the Personal Information, the Company cannot contact You for the purpose of providing You details or answers to Your queries;
- 15.2.3. You are aware and provide Your informed consent, that Your Contact Details will be saved in the Company's databases(s) titled "customers and contact persons database", registration no. 700060789, and that the Company shall be entitled to use the Personal Information for the following purposes (as may be periodically updated): providing services to the customer, maintaining contact with the User, marketing activities, customer recruitment and sales activities, sending direct mailing which are related to the primary services which the Company provides to its Customers and/or delivery of advertising materials in different media, and collection purposes.
- 15.2.4. You are aware and provide Your informed consent that the Company shall be entitled to transfer Your Contact Details to the relevant companies that are under Conlog Ltd's control. (whether in Israel or overseas) if and to the extent required in order to provide You with the Services. You hereby allow the Company, and provide You informed consent for the transfer any Information (including Contact Details) that is collected or stored by the Company or delivered to the Company including through the Website (including Contact Details) to the extent that this is required by law or as otherwise required in the event of a merger, acquisition, reorganization or sale of assets or in the event of bankruptcy.
- 15.3. By providing Your Contact Details to the Company (including through the Website), You grant the Company, free of charge, a worldwide, non-exclusive, royalty-free, perpetual and irrevocable license, to use the Contact Details in accordance with the purposes specified under Section 15, and You shall have no claim and/or argument and/or demand (monetary or other) towards the Company in connection therewith.
- 15.4. You are entitled to review Your Contact Details resides in the Company's systems and, if necessary, to request that Your Details be amended, deleted, not delivered to a third party, or deleted from the distribution list of the direct mailing recipients (in which case, all the details that created the characterization on which the direct mailing items

were based on, if any of these were delivered to you, will be deleted as well). You are entitled to object to the use of Your Contact Details for the purpose of delivery of direct mailing, however You are aware that this might impair the ability of the Company to reply to Your queries and/or to provide you the Services for which You contacted the Company in the first place, and You shall have no claim and/or demand and/or argument towards the Company and/or anyone acting on its behalf in connection therewith.

15.5. In case You wish to perform any of the actions specified in section 15.4above, You are required to send a notice at the following address: [info@conlog.co.il](mailto:info@conlog.co.il) and the Company shall act in accordance with the Israeli Protection of Privacy Law. Nonetheless, any Information necessary for the Company to conduct its business shall be kept by the Company for the period required by and/or otherwise permitted in accordance with the applicable law.

15.6. **Using Non-personal Information.**

15.6.1. Company may use Non-personal Information for the proper operation of the Website, including for tracking the number of visitors on the Website, repairing malfunctions, conducting analyses and statistical segmentation, managing the Website, any other action that is performed for the purpose of improving and optimizing the Website's performance, and for any other legitimate purpose. By using the Website and while taking into account the fact that this information does not identify you as a person, You hereby confirm and provide You informed consent for the collection of Non-personal Information by the Company and for the uses specified herein.

15.6.2. Company shall be entitled to transfer the Non-Personal Information to third parties (whether in Israel or overseas) for the above purposes, without limitation, and You confirm that You shall have no claims and/or arguments and/or demands (monetary or other) towards the Company in connection therewith.

15.6.3. Company may use tools such as cookies (temporary or permanent) and internet tags (hereinafter collectively: "**Cookies**"), in order to collect Non-Personal Information. Cookies are text files created after receiving a command from your browser and which are installed on your computer. Some of the Cookies will be eliminated after You close Your browser, and some will be saved on Your computer's hard drive. If Your browser allows such, You may refuse to use Cookies, however this may affect Your ability to use the Website as well as the



ability to access and use certain features. Company may use other technologies in order to collect Non-Personal Information, for the purposes set forth above.

- 15.7. The Company incorporates different security measures in order to protect the Website (including any Information therein) from and against unauthorized access, use or disclosure. Nevertheless, the Company does not warrant that the Website will be free from viruses, worms, Trojan horses or any other attacks or damages. Company does not undertake that Personal Information and any additional information provided on the Website is nor will remain fully protected against unauthorized access, damages or the like.

## **16. Advertisements and Marketing Material**

If You opt-in and indicated on the Website that You agree to receive updates and/or advertising and/or marketing materials from the Company, the Company will use Your Contact Details, *inter alia*, for the purpose of delivering its advertisements and marketing materials by email, all in accordance with the provisions set forth in the Communications (Telecommunications and Broadcasts) Law 5742-1982. You are aware that You may opt-out and withdraw from this consent at any time by sending a notice that You wish to unsubscribe, to the following email: [info@conlog.co.il](mailto:info@conlog.co.il).

In addition, Customer may also be required to provide Company with Contact Details via other means than the Website (e.g. such as in Company's order form), in which case, Customer is hereby referred to and the Company's rights with regards to the use of its Contact Details, as will be further stated therein.

## **Chapter D – Miscellaneous**

17. The Products are intended ONLY for industrial use, and not for personal, domestic or family use. It is hereby clarified that the provisions set forth in the Consumer Protection Law 5741-1981 and regulations promulgated thereunder shall not apply to these GTCs as well as to the ordering and/or purchasing of the Products from the Company.
18. The preamble to these GTCs constitutes an integral part of the GTCs. The headings of the chapters and sections in these GTCs will serve for the purpose of orientation and convenience only, and will not serve for the purpose of interpreting these GTCs.

19. These GTCs constitute the entire agreement between the You and the Company. They shall supersede and take precedence over any prior condition, communication, offer, representations, declarations or agreements made between You and the Company, whether electronically, whether verbal and whether written.
20. In the event of discrepancy and/or lack of conformity between the provisions set forth in the GTCs and/or any document and/or written or verbal undertaking provided to You, the provisions set forth in the GTCs shall take precedence. With respect to the use of the Products and the Manufacturer warranty – the Manufacturer's documents together with the Manufacturer's Warranty Terms, shall take precedence. It is hereby clarified that the terms under Chapter B in these GTCs are supplementary to any of the Manufacturer's documents and/or Manufacturer's Warranty Terms.
21. Notwithstanding the provisions set forth in these GTCs or the provisions set forth in applicable law, none of the parties shall be held liable for a delay, breach or omission in the fulfillment of its undertakings which is due to a Force Majeure Event (within its meaning above). Should a certain party be unable to fully and timely fulfill its undertakings in accordance with these GTCs due to a Force Majeure Event (hereinafter: "**Avoiding Party**"), such undertaking shall be suspended for the period of delay deriving directly from the Force Majeure Event and the dates set out in these GTCs for the fulfillment of the undertakings of the Avoiding Party shall be delayed accordingly. The Avoiding Party shall be obligated to notify the other party regarding the occurrence of a Force Majeure Event immediately after becoming aware of such circumstances, and shall continue to fulfill its undertakings in accordance with these GTCs immediately after the Force Majeure Event has ended. Should the delay due to a Force Majeure Event last for 30 days or longer, the other party shall be entitled to terminate these GTCs without no arguments and/or claims due to such termination.
22. Any modification of these GTCs (if and to the extent approved by the Company) shall be null and void unless executed in writing.
23. Any waiver by a party to the other party regarding the exercise of a right granted to the said party in accordance with the GTCs or any avoidance of a party from exercising any of its rights, shall not be applied in other circumstances and no similar conclusions shall be drawn with respect to other circumstances and shall not be deemed as waiver, avoidance or the creation of any practice between the parties with respect to other circumstances in which the said right is not exercised.
24. You shall compensate and indemnify, defend, and hold Company (including its employees, directors, Affiliated Companies and anyone acting on their behalf) harmless, immediately upon demand, from and against all liabilities, claims, loss and damages (of every kind) and including reasonable attorney's fees related in any way to Your use of this Website not in accordance with these GTCs.

25. In the event a party becomes the subject of any petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation, moratorium of payment or composition for the benefit of creditors, or in the event of other similar circumstances, the other party shall be entitled to cancel obligations that were not performed yet, and without derogating from any remedy and/or cause of action which that party may seek in accordance with the provisions set forth in any agreement and/or in accordance with applicable law.
26. The Customer shall not be entitled to assign its rights or obligations as set out in these GTCs without obtaining the prior written approval of the Company. Nevertheless, the Company shall be entitled to assign each of the rights and obligations set out in these GTCs at any time on the condition that the rights of the Customer are not impaired by such an assignment.
27. If any one or more of the provisions or terms contained in these GTCs is held invalid, illegal or unenforceable in any respect, the validity legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.
28. The laws of the State of Israel shall govern the Website, these GTCs, any Order and/or the purchase of Products (and any Service rendered in connection thereto). The competent courts in Tel Aviv - Yafo or in the Center District shall have sole jurisdiction in anything relating to and arising out of these GTCs and/or the Website.
29. The addresses of the parties for the purpose of these GTCs shall be indicated in the Order and/or in the Offer, as the case may be. Any notice delivered in registered mail to the said addresses shall be deemed to have reached its recipient after 72 hours from the time of its delivery.