

## COMTEL ISRAEL Electronic Solutions LTD: General Terms and Conditions of procurement

The terms and conditions set forth herein ("Terms and Conditions") shall be applicable to a Purchase Order ("PO") issued by COMTEL ISRAEL Electronic Solutions LTD. and/or any of its affiliates ("COMTEL ISRAEL"), and by accepting the PO or by delivering the goods to COMTEL ISRAEL's site indicated in the PO, Supplier consents it shall be bound by the Terms and Conditions.

1. This PO shall be in effect solely if sent by an authorized employee of COMTEL ISRAEL.
2. Supplier shall confirm in writing the relevant PO within three (3) business days of receipt of the PO and provide solely those goods and/or services which are specified on the relevant PO. In the event Supplier is required to provide additional goods or services than those specified in the relevant PO, then an additional PO must be issued by COMTEL ISRAEL. Supplier shall add COMTEL ISRAEL PO number to each invoice and make sure that it correctly reflects the PO. For the avoidance of doubt, these Terms and Conditions shall not apply, and COMTEL ISRAEL shall not be liable to any goods and/or services provided not under a PO.
3. All goods and/or services purchased by COMTEL ISRAEL shall be provided in accordance with the schedule and specifications detailed in the PO and shall be provided in a professional and efficient manner in accordance with industry's highest standards.
4. The following shall apply with relation to International and domestic (i.e., in Israel) shipments:
  - 4.1. International shipments. Prices include packing as per industry practice highest standards or as specifically agreed upon in writing by COMTEL ISRAEL and Supplier (whether under the relevant PO or in any other manner). The International shipments must be accompanied with a detailed commercial invoice ("Invoice"). In order to be valid, the Invoice must include the applicable COMTEL ISRAEL's part numbers and their description, quantity of each part, unit cost and total sum, PO number and HTS (customs classification). In addition, a packing list to show the weight & measures of each box shall be included with the shipment as well. Risk of loss shall pass to COMTEL ISRAEL EXW- Supplier's relevant site, under Incoterms 2010.
  - 4.2. Domestic shipments. Price shall include the domestic delivery to COMTEL ISRAEL sites in Israel. Risk of loss will remain with Supplier until COMTEL ISRAEL's written approval for complete delivery was provided.
5. Title of the goods shall pass to COMTEL ISRAEL upon the provision of the abovementioned written approval by COMTEL ISRAEL.
6. Supplier must provide all goods and/or services under the relevant PO at the agreed upon delivery date ("Confirmed Delivery Date"). Any partial shipment or provision of goods or services must be preapproved in writing by an authorized employee of COMTEL ISRAEL.
7. COMTEL ISRAEL may, at no cost, reschedule Delivery Date in accordance with the following guidelines: (a) COMTEL ISRAEL may delay shipment of ordered goods and/or of provision of any services upon at least five (5) business days' written notice delivered to Supplier prior to the Confirmed Delivery Date; (b) COMTEL ISRAEL may cancel delivery of any ordered goods or and/services by written notice to Supplier at least seven (7) business days prior to the Confirmed Delivery Date;
8. Notwithstanding the foregoing, COMTEL ISRAEL may cancel a PO immediately in the event the goods and/or services: (a) are delayed by more than ten (10) business days from the Confirmed Delivery Date; (b) do not comply with the specifications; or (c) do not conform to warranties and representations made by Supplier. Item Date Code will not exceed 18 months from Confirmed Delivery Date. For the avoidance of doubt, Comtel Israel shall be entitled, in addition to its right to cancel a PO as stated above, to other remedies, such as receiving conforming goods or services and indemnification for any damages incurred by COMTEL ISRAEL.

### Bank Details

Account (Konto Nr.):  
Branch code (BLZ):  
IBAN:  
SWIFT:

### Deutsche Bank München

7152077 (for € and USD)  
700 700 24  
DE74 70070024 0715 2077 00  
DEUT DE DBMUC

### Raiffeisenbank Zorneding

83500  
701 696 19  
DE77 70169619 0000 0835 00  
GENO DE F1 ZOR

### Contact

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USt-ID: DE 811 514 827  
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sales@comtel-online.de  
www.comtel-online.com



9. In case the goods are shipped by COMTEL ISRAEL, Supplier shall inform COMTEL ISRAEL at least three (3) days prior to shipment regarding shipment's weight, measures and volume and receive clear formal shipping instructions from COMTEL ISRAEL. Supplier will send COMTEL ISRAEL the shipping documents as well as the relevant AWB (Airway Bill), if applicable, by next day latest.
10. Unless otherwise specified by COMTEL ISRAEL, payment terms of a PO shall be net + 90 days. Notwithstanding the foregoing, no payment will be made prior to receipt of all goods, services or deliverables indicated in a PO. Should COMTEL ISRAEL be obliged to pay or withhold any amount with respect to any taxes or dues levied in any territory, for which Supplier is responsible, then COMTEL ISRAEL may forward said payment or withholding to the relevant tax authorities and such payment or withholding shall be set off from any payment payable by COMTEL ISRAEL under the relevant PO, unless Supplier provide COMTEL ISRAEL with a certificate from the relevant tax authority exempting it from such taxes prior to the payment.
11. Supplier shall repair or replace any defective product, within the applicable warranty period and in accordance with applicable warranty terms and conditions. Supplier will use diligent efforts to repair or replace defective goods or services within fourteen (14) business days of COMTEL ISRAEL submitting an RMA (Return Merchandise Authorization) request, which shall be rejected by Supplier due to reasons attributable to COMTEL ISRAEL solely. Should Supplier not be able to provide the above-mentioned remedy then COMTEL ISRAEL shall be entitled to a full credit for all of the defective goods or services under relevant PO.
12. Supplier shall not be entitled to set off any amount against COMTEL ISRAEL, and hereby waives its right to suspend or set off on any basis whatsoever.
13. These Terms and Conditions shall be governed by the laws of the State of Israel. The competent courts of Tel Aviv, Israel shall have an exclusive jurisdiction with relation to any dispute that may arise between COMTEL ISRAEL and Supplier with relation to these Terms and Conditions.
14. UNDER NO CIRCUMSTANCES WILL COMTEL ISRAEL AND/OR ITS SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, DIRECTORS, MANAGERS, OFFICERS AND/OR ACTING ON THEIR BEHALF BE LIABLE FOR ANY DIRECT OR INDIRECT LOST PROFITS, LOST SAVINGS OR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES EVEN IF ADVISED OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES.