

## GENERAL TERMS AND CONDITIONS OF PURCHASE ORDER

1. **SCOPE.** The terms and conditions of the purchase order contained herein shall be considered as an integral part of any purchase order ("**Order**") made by Del-Pak Systems Ltd or any of its subsidiaries (the relevant entity as named on the Order, referred to here as "**Del-Pak**") for the procurement of goods, software, or services (the "**Goods**" and/or "**Services**") and shall govern the legal relationship between Del-Pak and the Supplier borne on the basis of such an Order. Issuance of Del-Pak's Order is conditioned upon the Supplier's acceptance of the terms and conditions contained herein irrespective of whether the Supplier accepts these conditions by a written acknowledgment, course of dealings, by implication, or acceptance of and/or payment for Goods ordered hereunder.
2. **ACCEPTANCE OF THE ORDER.** Acceptance of Del-Pak's Orders is expressly limited to the terms and conditions contained herein and any additional terms and conditions contained in the Supplier's response shall be deemed objected to by Del-Pak, without need for further notice of objection. In case of any conflict between the terms and conditions affixed to the Order or other procurement documents issued by Del-Pak or by the Supplier or oral and written exchanges between the parties, the terms and conditions herein shall govern and prevail, except if included in a signed express agreement to the contrary. If an Order is in response to a proposal or quotation made by the Supplier to Del-Pak, specifications, prices, and delivery listed thereon are applicable only to the extent the Supplier's quotation or proposal is specifically referenced on the face of the Order; provided, however, that to the extent that terms and conditions contained herein are in conflict with, inconsistent with, or additional to the terms and conditions of the Supplier's proposal or quotation to Del-Pak, Del-Pak's acceptance by an Order is expressly conditioned upon the Supplier's assent to Del-Pak's version of such conflicting, inconsistent, or additional terms and conditions.
3. **PRICE AND PAYMENT TERMS.**
  - a. The prices for the Goods and/or Services shall be those provided in the related Order. The full price and the unit prices of the Goods representing the object of the Order shall be firm and fixed throughout the entire period of the execution of the Order and shall not form the object of any changes unless expressly agreed upon in writing by Del-Pak.
  - b. Unless the Order specifies otherwise, the prices of the Goods and/or Services shall include their production, packaging, marking, and transport to the delivery location, as well as any authorizations, endorsements, certifications of the Goods, components, and documentations related to the Goods and/or Services which are necessary for the use of the Goods and/or Services according to their defined purposes.
  - c. Unless the Order specifies otherwise, the price of any Services purchased shall also include the expenses incurred by the Supplier for the purpose of their execution, including, without limitation, transportation expenses to and from the location where the Services are performed, accommodation, daily allowance of the Supplier's personnel and/or subcontractors involved in the performance of the Services.
  - d. Unless otherwise agreed between the Parties, the terms of payment for Goods and/or Services and other related payments shall be current + sixty (60) days from the date of invoice receipt. Goods delivered to Del-Pak earlier than the agreed delivery date shall not constitute a right to earlier payment. Unless otherwise specified, all payments are to be in NIS. Payment shall be calculated based on the currency rate on the day of delivery. The Supplier shall submit itemized and detailed invoices arising from an Order including appropriate supporting documentation reasonably requested by Del-Pak as may be necessary. Each invoice should state the relevant Order number and include the relevant entities' corporate number. Del-Pak's corporate number is 51-170271-4.
  - e. Without waiving any other rights or remedies available to it under applicable law or otherwise, Del-Pak may, at its discretion, delay payment on grounds of inaccuracy in the content of an invoice or unsatisfactory quality of the Goods and/or Services. Del-Pak shall notify the Supplier of any alleged inaccuracy or unsatisfactory work soon after it learns about it and the Supplier shall immediately correct the invoice or shall rectify its default. Thereafter Del-Pak shall make the corresponding payment.
4. **NO VOLUME COMMITMENT.** Unless specified otherwise in an Order, Del-Pak's purchase is made on a non-exclusive basis and with no quantity/volume purchase minimum requirements.
5. **CHANGES.** Del-Pak may at any time make changes in drawings, specifications, designs, delivery schedules, quantities, place of delivery, and packing and shipping instructions related to the Order. If any such changes cause a variation in the cost of furnishing the Goods or Services covered herein, and/or in the time required to perform the Order, an equitable adjustment in price and/or delivery schedule shall be made. No claim by the Supplier shall be valid unless submitted within 15 days from the date when notice of any such change is received by the Supplier. Nothing in this clause shall relieve the Supplier from proceeding without delay in the implementation of the Order as changed. Del-Pak engineering, technical, and other personnel may from time to time render assistance to, give technical advice to, or exchange information with Supplier personnel concerning an Order. However, such assistance, advice, statements, or exchange of information shall not constitute a waiver with respect to any of the Supplier's obligations or Del-Pak's rights hereunder. For any such waiver or change to be valid and binding upon Del-Pak, it must be in writing and signed by an authorized representative of Del-Pak's Purchasing Department.
6. **TERMINATION.** Del-Pak may terminate, at its convenience, work under an Order in whole or in part at any time by written or telephonic notice to the Supplier. In the event of termination at the convenience of Del-Pak, Del-Pak will reimburse the Supplier for its actual direct expenditures incurred in good faith prior to or by reason of such termination if the materials had been approved and released for manufacture prior to cancellation, less, however, any amount recoverable as useable inventory or scrap value; Reimbursement upon termination shall not apply in the event that Del-Pak terminates as a result of the Supplier's default and in no event shall reimbursement plus payments previously made exceed the total consideration agreed upon in an Order.
7. **DELIVERY AND PREFORMANCE.** The Supplier shall fulfill its obligation and deliver the Goods and/or Services on the agreed delivery dates as indicated in the Order unless otherwise specifically agreed upon in writing between the Parties. In case the Order does not provide any other delivery conditions, the Goods provided in the Order shall be delivered according to the delivery condition DAP – registered office of Del-Pak (INCOTERMS 2020). In case the Supplier predicts delays or incapacity to make the delivery on the agreed time it shall: (1) promptly notify Del-Pak on any such expected delay; (2) indicate the measures that have been taken to mitigate the delay; and (3) define the actual delivery date. If the Supplier is unable to rectify the default within a reasonable period of time Del-Pak shall be entitled to cancel the Order and recover the damages incurred as a result of such default from the Supplier.
8. **TRANSFER OF RISK AND OWNERSHIP.** Risk of loss or damage to the Goods or any part of the Goods, including software and media, shall pass

to Del-Pak from the time of acceptance of the Goods by Del-Pak or from the time of delivery at a location designated for that purpose by Del-Pak if no acceptance procedure has been agreed upon between the Parties. The Supplier shall arrange for applicable insurance covering the Goods during transit to their destination. Risk in and to any Goods not accepted by Del-Pak and returned to the Supplier shall remain with the Supplier and the cost for returning them shall be borne by the Supplier. Ownership over the Goods, including the documentation necessary for the use according to their destination, will pass from the Supplier to Del-Pak at the time of receipt or acceptance by Del-Pak.

**9. INTELLECTUAL PROPERTY & PROPRIETARY RIGHTS.** The Supplier shall have the exclusive obligation to make sure that the use by Del-Pak of the documentation supplied in connection with the Goods and Services, as well as with the Goods delivered and the Services performed against the Order shall not cause the breach by Del-Pak of any intellectual property right belonging to any third party. In case of any Bespoke goods developed by the Supplier to Del-Pak, any and all intellectual property rights in and to the Bespoke goods shall be transferred to Del-Pak to the fullest extent possible whether or not registered.

**10. CONFIDENTIALITY.** All information provided by Del-Pak to the Supplier related to financials, product development, market plans, cost, pricing terms and strategy, and any other confidential information, shall be treated as confidential and not be divulged other than to the Supplier's employees, only to the extent necessary in connection with the performance of an Order or fulfillment of these terms and conditions. The Supplier shall take all reasonable precautions to ensure that its employees treat such information in a confidential manner. All such information provided to the Supplier remains the property of Del-Pak. Any materials containing such information, and any copies thereof, shall be returned to Del-Pak upon demand.

**11. GENERAL WARRANTY & LIMITATION OF LIABILITY.**

- a. The Supplier warrants and agrees that the Goods shall substantially conform to the agreed upon specifications for a period of one (1) year from the date of acceptance, or, if the Parties have not agreed on specific acceptance testing, from the time of delivery (the "**Warranty Period**"). The Supplier shall provide Del-Pak any updates and/or upgrades for the Goods that become available during the Warranty Period. The Supplier warrants that Goods sold hereunder shall at the time of delivery be free and clear of liens and encumbrances, free of default, in good quality and manufacture, made from suitable materials, and comply with all with all applicable ordinances, codes, standards, laws, rules, regulations, and orders of any governmental authority having jurisdiction over the Supplier's Goods and/or performance of the Services. In case the use of the Goods or any part of it requires any license, the Supplier shall notify Del-Pak of it in advance and assist within the extent of its capacity with obtaining the license in time.
- b. The Supplier represents, warrants, and agrees that all Goods and/or Services shall comply with Del-Pak's requirements, the applicable global and local laws, regulations, orders, and technical standards. Without limiting the generality of the foregoing, the Supplier specifically agrees to comply with all applicable standards, provisions, and quality requirements including those detailed under Del-Pak's Quality Requirement document and the Supplier hereby indemnifies and holds harmless Del-Pak from or against any and all losses, penalties, and expenses (including court costs and reasonable attorney's fees) resulting from Supplier's noncompliance therewith.
- c. The Supplier warrants and agrees that it will coordinate performance of any Services with Del-Pak on an ongoing basis and shall provide Del-Pak periodically with detailed reports of the status of the Services performed and to be performed.
- d. The Supplier's obligation to Del-Pak hereunder for Goods failing to meet the aforesaid warranty shall be to rectify without any delay any fault discovered or occurring during the Warranty Period at Supplier's expense. Del-Pak shall have the right to return at Supplier expense all or part of Goods failing to meet the agreed specification or warranty. If the Supplier is unable to deliver alternative Goods that comply with the agreed upon specifications, it shall credit Del-Pak for the purchase price of the non-conforming Goods.
- e. The Supplier warrants the continued availability to Del-Pak of Goods and components of similar or better specifications thereof at standard market prices for a period of 5 years after the final delivery. The Supplier shall provide Del-Pak with a written notice of its intent to discontinue the sale of any Goods purchased by Del-Pak. Such notice shall be provided at least 12 months before the discontinuation enters into effect.
- f. Del-Pak shall not be liable for any indirect or consequential loss or damage howsoever caused irrespective of whether such losses or damages were foreseen, foreseeable, known otherwise and whether or not the parties were advised of the possibility of such loss, liability, damage, or expense. Del-Pak's liability arising from any Order whether in contract or in tort will not exceed the aggregate amount of all fees and charges paid or payable by Del-Pak to the Supplier under the respective Order.

**12. IDEMNIFICATION.** The Supplier shall indemnify and hold harmless Del-Pak, its affiliates, and their respective officers and employees, successors and assignees, from and against all claims and all direct, indirect, or consequential liabilities (including loss of profits, loss of business, and similar losses), costs, proceedings, damages, and expenses (including legal and other professional fees and expenses) awarded against, or incurred, or paid by Del-Pak as a result of or in connection with:

- a. Any act or omission by the Supplier and/or its personnel, including any breach of this agreement or allegation or claim of negligence, strict liability or willful misconduct, including any actual or alleged breach of the Supplier's representations, warranties, or covenants set forth in this Agreement;
- b. Defects, either latent or patent in the design, manufacture, preparation, or handling of such Goods by the Supplier or those in privity with it;
- c. The use by any person of such Goods;
- d. Supplier breach of any confidentiality or data security obligation contained in this Agreement;
- e. Any claims that, in use of any Goods provided to Del-Pak by the Supplier or any part thereof under this Agreement, the Supplier has allegedly violated, misappropriated, or infringed the intellectual property rights of any third party;
- f. Any personal injury (including death) or damage to property resulting from the Supplier's or its personnel's actions or omissions;
- g. Any claims or liabilities relating to work status, compensation, employer liabilities, tax, insurance, or benefit matters of any of the Supplier's employees, agents, or representatives.

The Supplier shall maintain such public liability, property damage, employer's liability, and compensation insurance as will protect Del-Pak from any

of said risks. The Supplier shall have the right, at its expense, to defend said claims, provided that before yielding the defense of a claim, Del-Pak may require that adequate security be furnished against any potential resulting judgments.

- 13. INSTALLATION, SUPPORT AND MAINTENANCE.** As of the lapse of the Warranty Period, the Supplier shall make available to Del-Pak maintenance and support services, available at the Supplier's then-prevailing rates. If requested by Del-Pak, the Supplier will use its best effort to replace or repair Goods that have been damaged or lost by equivalent items as a matter of priority. The cost of replacement or modification shall be borne by Del-Pak unless the loss or damage to the Goods was caused by the Supplier. In the event that Del-Pak wishes to activate additional and/or different configurations or features of a certain product, it shall notify the Supplier who shall provide Del-Pak with the appropriate support to enable the activation of it, subject to pre-approval of the associated costs, if any.
- 14. SUB-CONTRACTING.** The Supplier may not sub-contract to any other person the performance of any of the obligations undertaken by it under this Agreement and/or any Order without the prior written consent of Del-Pak. Where the Supplier sub-contracts any of its obligations under this Agreement and/or any Order, the Supplier shall remain responsible for all acts and omissions of those employed or engaged by the sub-contractor as if they were its own. Del-Pak may assign, transfer (in whole or in part), charge, or deal in any manner with this Agreement and/or any Order or the benefit or burden of or the rights under this Agreement and/or any Order.
- 15. COMPLAINEE.**
- a. **CODE OF CONDUCT.** Del-Pak and Del-Pak's Affiliates desire to conduct business in accordance with the highest legal and ethical standards. The Supplier will comply with, and will ensure that its personnel, employees, contractors, and agents will strictly comply with: (i) all applicable foreign, federal, state, and local laws, rules, regulations, codes and ordinances, and (ii) the Supplier Code of Conduct available at <https://www.vontier.com/sites/default/files/2024-03/Vontier%20Supplier%20Code%20of%20Conduct%20%28FINAL%29.pdf> in effect now and as updated from time to time.
  - b. **IMPORT/EXPORT CONTROL.** The Supplier shall comply with all import/export control laws.
  - c. **HAZARDOUS MATERIALS:** Any materials required by an Order that are deemed hazardous will be packed, marked, and shipped by the Supplier to comply with all present and future global and local regulations and will further comply with any special requirements made by Del-Pak.
  - d. **ENVIRONMENT REGULATIONS.** The Supplier shall comply with all the applicable environmental laws, safety and health regulations, and standards.
- 16. PERSONAL DATA PROTECTION.** The Parties do not prefigure, under the Order, for personal data to be communicated, other than the contact information of the persons involved in the performance and execution of the Order. Each party receives from the other party the right to process its personal data, that of its affiliates, subcontractors, and respectively of their legal representatives for the exclusive and limited purpose of the performance of the scope of the Order and subject to the provision of the Israeli Privacy Protection Regulations.
- 17. REMEDIES.** Any rights or remedies of Del-Pak granted under these General Terms and Conditions of Purchase Order shall be in addition to and not in lieu of any other rights or remedies Del-Pak may have at law or in equity.
- 18. FORCE MAJEURE.** The Parties shall be released from their liability for the default on their obligations in case of force majeure. The party invoking force majeure shall send a notification in this respect to the other Party within three days from its occurrence date and shall communicate to it the acts evidencing the force majeure. The party affected by the force majeure event shall make reasonable efforts to remove the effects of such an event with regard to the performance of its obligations under the Order, without prejudicing the other Party's right to request the cancellation and/or rescheduling of the respective Order.
- 19. ENTIRE AGREEMENT.** Unless otherwise agreed upon in writing, these Terms and Conditions constitute the entire agreement between the Parties, there being no other promises, terms, conditions, or obligations referring to the subject matter not contained herein. If any term or provision of this contract shall to any extent be invalid or unenforceable, the remainder of the contract shall not be affected thereby, and each term and provision of this contract shall continue to be valid and enforced to the fullest extent permitted by law. Any modifications hereto shall be in writing and signed by both parties.
- 20. GOVERNING LAW; SUBMISSION TO JURISDICTION.** The terms and conditions contained herein shall be governed by the laws of Israel (without reference to its choice of law rules). Any dispute between the Parties shall be submitted to the exclusive jurisdiction of the competent court in Tel Aviv, Israel. The UN Convention on Contracts for the International Sale of Goods is expressly excluded in its entirety from the Agreement.