

Purchase Terms and Conditions

This is an Agreement between the Buyer and the Supplier for the purchase vision-based counting system, equipment, and related services. The Parties wish to define the terms and conditions of this Agreement for the delivery of goods and the performance of services.

1. General Terms and Conditions of Purchase

This Agreement applies to all requests, quotations, orders, and other legal transactions for the delivery of goods and services by the Supplier to the Buyer. Any changes or supplements to this Agreement must be made in writing and agreed upon by both Parties.

2. Order of Precedence

The order of precedence for contractual documents of this Agreement is as follows: This Agreement, Confirmed Purchase Order (CPO), and Supplier Official Quotation (SOQ).

3. Scope of Delivery

The Supplier must deliver the equipment as defined in the CPO and ensure complete delivery of the Contractual Items to the Buyer as defined in the CPO.

4. Additions/Additional Quotations

Any agreements made with other departments that change or supplement parts of the original contract must be confirmed in writing by the Buyer and the Supplier by way of an amendment to the CPO.

5. Technical Documentation

The Supplier must provide a user manual in English to support the Contractual Items and ensure that the Contractual Items comply with all applicable norms, standards, and legal requirements.

6. Pricing

The price shall be set out in the CPO and reflect only those products and services indicated in the order. Charges such as duties, fees, tax, warranty, shipping, and packaging are not included unless otherwise indicated. Payment terms shall be in advance unless agreed otherwise in the CPO.

7. Cancellation of Order for Non-Payment

If the Buyer fails to pay any amounts due under this Agreement within the payment terms agreed upon in the CPO, the Supplier may cancel the order without notice and seek any remedies available under applicable law. The Buyer shall be liable for any costs or damages resulting from the cancellation of the order due to non-payment.

8. FAT and SAT

Factory Acceptance Test (FAT) and Site Acceptance Test (SAT) will apply if included in the CPO. The SAT shall prove the fulfilment of all technical specifications and requirements of the Contractual Items agreed upon by both Parties and be confirmed in an acceptance protocol signed by both Parties.

9. Option to Cancel Order

The Buyer has the option to cancel the order if the FAT or SAT cannot be successfully completed within 12 weeks after starting the acceptance procedure, provided that the reason for not achieving the FAT/SAT is due to the Supplier and not due to the Buyer. In such a case, the Supplier must reimburse the amount already paid, and the Contractual Items will be returned and handed over to the Supplier at their expense. All other orders related to systems or items that do not involve a SAT or FAT are non-cancellable.

10. Delivery

The Contractual Items will be ready for pickup at the Supplier warehouse on the date set in the CPO. The delivery address will be per Incoterms 2000 as set in the CPO. The Supplier is responsible for checking export documentation and restrictions, and the Buyer is responsible for checking import documentation and restrictions.

11. Warranty

The warranty provided by the Supplier for the Contractual Items shall adhere to the applicable Supplier standard policy and remain valid for a period of 12 months from the invoice date, unless otherwise specified in the CPO. The Supplier is responsible for ensuring the availability of essential spare parts for a duration of five years from the invoice date.

12. Provision of Services by the Supplier

The Supplier shall offer regular service for the Contractual Items at the Buyer's location. The rate of this service depends on the type of machinery/equipment and working hours and will be quoted separately upon demand.

13. Spare Parts

Spare and wearing parts of the Contractual Items shall be easily accessible and easily and quickly exchangeable.

Upon demand, the Supplier shall send the Buyer a quotation for the main spare parts required.

Spare parts must be shipped to the Buyer's premises within a maximum of 14 working days, subject to the part being a standard part.

The Supplier shall guarantee the availability of essential spare parts for 5 (five) years from the date of invoice.

14. Liability

The Supplier shall be liable for any direct damages caused to the Buyer due to a breach of this Agreement by the Supplier.

The Supplier's liability shall be limited to the value of the Contractual Items or the amount paid by the Buyer under this Agreement, whichever is lower.

The Supplier shall not be liable to the Buyer or any third party for any claims, actions, injury or death, indirect, incidental, or consequential damages, including but not limited to loss of profits or business interruption, arising out of or related to the Contractual Items.

The Parties acknowledge that this limitation of liability is reasonable and essential to the performance of this Agreement.

The Parties agree that any claims arising from this Agreement shall be filed within one year from the date of delivery of the Contractual Items or services.

15. Indemnification

The Buyer shall indemnify, defend, and hold harmless the Supplier from any claims, damages, liabilities, costs, and expenses, including reasonable attorney's fees, arising out of, or related to any third-party claim resulting from the Buyer's breach of this Agreement or the use or misuse of the Contractual Items after delivery to the Buyer.

The Supplier shall promptly notify the Buyer in writing of any claim subject to indemnification. The Buyer shall have the right to participate the defence of any claim subject to indemnification, provided that the Supplier may participate in the defence at its own expense.

16. Confidentiality and Protection of Supplier's Information

The Supplier may provide the Buyer with confidential information, which may include but is not limited to technical and commercial data, specifications, drawings, designs, software, and manuals. The Buyer shall not disclose such information to any third party without the Supplier's prior written consent.

The Buyer shall not use the confidential information for any purpose other than the performance of this Agreement. The Buyer shall take all reasonable measures to ensure the confidentiality of the Supplier's information, including but not limited to restricting access to the information, and implementing security measures to prevent unauthorized access or use.

The Buyer shall not reverse engineer or attempt to reverse engineer any of the Contractual Items or the Supplier's information. The Buyer shall not use the Supplier's information to manufacture or have manufactured products that compete with the Contractual Items.

The Buyer shall indemnify and hold the Supplier harmless from any damages, losses, or expenses arising out of the Buyer's breach of this confidentiality obligation or unauthorized use or disclosure of the Supplier's information.

17. Validity

This Agreement becomes effective upon signature by both Parties. Any modifications or amendments to this Agreement must be made in writing. If any provision of this Agreement is invalid or unenforceable, the remaining provisions shall remain in effect.

18. Applicable Law and Jurisdiction

This Agreement shall be construed, interpreted, and governed by the laws of Israel. The courts of Israel shall have exclusive jurisdiction to determine any dispute arising out of or in connection with this Agreement.

19. Force Majeure

Supplier shall not be responsible for any delay or failure in delivery or performance of this Agreement due to events beyond its reasonable control or acts or omissions or any other occurrence commonly known as force majeure, such as war, riots, acts of terrorism, acts of God, pandemics, nature disasters, embargoes, strikes, or other concerted acts of workers, casualties or accidents, failure by any Supplier's sub-contractors to meet their obligations or any other causes or circumstances that prevent the manufacture or delivery of the Contractual Items.

20. Termination

Supplier has the right to immediately terminate Buyer's CPO in cases where the Buyer was declared bankrupt, entered into liquidation proceedings, ceased or threaten to cease to carry on its business, etc. Upon termination pursuant to the aforesaid, Supplier shall not have any liability for or obligation to deliver the Contractual Items.