



General Terms and Conditions of Sale:

1. Scope

The Terms and Conditions ("Terms") contained herein shall apply to this quotations made by **GPS Dome LTD** ("*GPS Dome*"). Buyer confirm the terms herein by purchasing the product.

2. Price, Taxes and Quotations and Preconditions

Quotation is valid for 30 days as of quotation date. Final Prices will be indicated in the order confirmation – and until than are subject to changes by notice to Buyer.

For the avoidance of doubt - Prices do not include installation or professional services.

Sale is subject to export permit, to be issued by the Israeli Ministry of Economics, allowing selling of *GPS Dome's* products to Buyer. (it is explicitly stipulated – that in case the permit cannot be obtained *GPS Dome* shall not bear any responsibility as to refusal to supply any product.

3. Delivery

Unless otherwise explicitly indicated in the Quotation, sales are EXW(ex-works) *GPS Dome's* premises *GPS Dome* may deliver products in one or more consignment and invoice each consignment separately.

Delivery date shall be set after receiving of a Purchase order and shipping instructions (Destination, carrier details, etc.). Estimated time of delivery EXW as per specific quotation.

Delivery dates are estimated in good faith and the *GPS Dome* gives no representation as to its ability to meet such dates. *GPS Dome* will use its reasonable endeavors to meet delivery dates but shall be under no liability whatsoever for any delay in delivery. In the event of a delay from shipping date estimation, exceeding four months, Buyer shall have the right to cancel the order in which event the Company's sole liability shall be to refund payment received on account of the undelivered Goods.

4. Payment Terms

Full payment shall be made within 10 working days after Order Confirmation date, by Credit Card or Bank transfer to *GPS Dome* Order confirmation shall be cancelled if the consideration will not be paid within the above period.

5. Non-Conforming Delivery and Risk of Loss

Upon receipt of Products - Buyer shall notify *GPS Dome* *GPS Dome* of any visible defects, quantity shortages or incorrect product shipments. Failure to notify *GPS Dome* *GPS Dome* in writing of any visible or quantity shortages or incorrect shipments – in time - shall be deemed as unqualified waiver of any rights subject to Buyer's rights under Section 7.

Seller shall retain a full interest in the products until Buyer's final payment to *GPS Dome* for the products. ALL Risks to the products shall pass to Buyer as soon as the products have been placed with a transport agent - EXW *GPS Dome's*.

6. Order Cancellation

Buyers Cancellation for Default: Upon written notice to *GPS Dome*, any order may be canceled in whole or in part in accordance with the terms hereof, as result of *GPS Dome's* failure to deliver products by the Confirmed Shipping Date (this failure hereinafter called "Default"). Cancellation by Buyer for *GPS Dome's* Default, shall be effective only upon *GPS Dome's* failure to correct such Default within a reasonable period of time, but not less than thirty (30) days for standard products or ninety (90) days for custom made products, after receipt by *GPS Dome* of written notice of such Default

7. Contingencies

- (a) *GPS Dome* shall not be in breach of its obligations and shall not be liable in any way for any loss, damage or expense arising directly or indirectly from any non-performance or delay in performance if such non-performance or delay is due to a force majeure event or other circumstances beyond *GPS Dome's* reasonable control.
- (b) In the event of a shortage of products, *GPS Dome* may allocate, at its sole discretion, product production and deliveries.

8. Limited Warranty

Except as specified below, products sold hereunder shall be free from defects in materials and workmanship and shall conform to *GPS Dome's* published specifications or other specifications accepted in writing by *GPS Dome* for a period of one (1) year from products'



shipment date. The foregoing warranty does not apply to any products, which have been subject to misuse, neglect, use contrary to *GPS Dome's* instructions, accident, modification etcetera - or which have been soldered or altered such that they are not capable being tested in normal test conditions - or to be used in conditions, environments or modes other than those described in *GPS Dome's* published specifications or datasheets. *GPS Dome* shall have the final determination right as to whether its products are defective. *GPS Dome* does not warrant that the product shall function without faults. *GPS Dome's* sole obligation, as to defective products failing to comply with this warranty, shall be, at its option, to either repair, replace or issue credit for nonconforming product if received, within fourteen (14) days of the expiration of the warranty period, (i) *GPS Dome* receipt of written notice of any nonconformity; (ii) after *GPS Dome's* written authorization, Buyer has returned the nonconforming product to *GPS Dome*; and (iii) *GPS Dome* has determined that the product is nonconforming and that such nonconformity is not the consequence of improper installation, repair or other misuse. THE FOREGOING WARRANTY AND REMEDIES ARE EXCLUSIVE AND MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. *GPS DOME* DOES NOT ASSUME OR AUTHORIZE ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH ITS PRODUCTS. Buyer shall pass this Limited warranty to any third-party purchaser of *GPS Dome* products.

9. Limited Liability

Neither *GPS Dome* nor Buyer shall be liable for incidental or consequential damages, including but not limited to, the cost of labor, re-qualifications, rework charges, delay, lost profits, or loss of goodwill arising out of the sale, installation or use of any *GPS Dome* product. If *GPS Dome* has any liability for breach of contract, warranty or representation, the aggregate liability of *GPS Dome* to Buyer shall be limited in respect of any occurrence or series of occurrences to the total contractual value of the products or services supplied by *GPS Dome* under these Terms and to which the claim relates.

10. Intellectual Property

a) *GPS Dome* shall have no liability whatsoever for any claim of infringement based on: (a) *GPS Dome's* use of the Buyer's software, or the software provided by Buyer; and/or (b) Use of the products (or any part thereof) otherwise than in accordance with *GPS Dome's* datasheets, procedures, specifications and instructions; and/or (c) Use of the products (or any part thereof) in connection or combination with software, programs, data or equipment not supplied by *GPS Dome*, and/or (d) the adherence to published standards.

b) Buyer acknowledges that *GPS Dome* is the exclusive owner of all intellectual property rights, including, inter alia, any and all trademarks, trade-names, copyrights and all other proprietary rights in and to the System, including, but not limited to, any revisions, corrections, modifications, enhancements, upgrades and/or updates, and any documentation relating thereto ("IP Rights"). Nothing in this Agreement shall constitute a waiver of *GPS Dome's* IP Rights under any law or be deemed as a transfer of any IP Rights to the Purchaser.

Buyer shall not reverse engineer, change, enhance, apply improvements or otherwise modify the Products and/or System (or any part thereof) in any manner whatsoever, without *GPS Dome's* prior written approval or permit such actions by third parties.

11. Notices

Any notice hereunder shall be deemed to have been given if sent by prepaid first class mail to the party concerned at its last known address. Notice to *GPS Dome* shall be to: "**GPS Dome LTD**", "Haeshel st' no.7 Caesarea, POB 3558.

12. Waiver

Failure by *GPS Dome* to exercise or enforce any rights hereunder shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.

13. Applicable Law

Unless otherwise agreed in writing, the terms and conditions contained herein shall be governed by and construed under the laws of the state of Israel. Any dispute arising from or in connection with these Standard Terms and Conditions will be brought before the competent court in Israel.

