GENERAL TERMS AND CONDITIONS

RELATED TO THE ATTACHED PURCHASE ORDER

1. Definitions

Purchaser: Soreq NRC;

Supplier: Person or company to whom this Purchase Order is awarded;

Goods: Any material, equipment, product, work, services, documentation or any other matter to be supplied by the Supplier to the Purchaser pursuant to the Purchase Order;

Purchase Order:The Purchase Order attached hereto including these General Terms and Conditions (hereinafter "GTC"), Specific Terms and Conditions, Statement of Work, drawings, specifications, annexes and any other documents described, referenced or attached hereto;

***Parties*:** The Purchaser and the Supplier;

***Know*-how:** Copyright and patent rights, drawings, planning and designing documents, work and planning methods, software, directives and procedures relating to development, production, assembly, quality control, acceptance tests, maintenance and any other written material relating to same and any idea, method or information, which are not in the public domain, whether or not they are protected by a patent, copyright or any other law, as well as any document, entry, software or any other means by which such ideas, methods or information have been registered or described.

2. General

a. The Purchase Order supercedes all prior understandings of the Parties relating to the Goods, subject of the Purchase Order, and embodies the entire agreement between the Parties. No changes, modifications or amendments of any provision of these GTC shall be valid unless agreed to in writing and signed by the authorized signatories of the Purchaser.

b. If there is a conflict or contradiction between the Purchase Order and any of the documents, attached thereto, such as Annexes, Statements of Work, Specific Terms and Conditions, Specifications and General Terms and Conditions, the order of precedence shall be:

The Purchase Order, including authorized amendments thereto;
Statement of Work;
Specifications;
Annexes to the Purchase Order;
Specific Terms and Conditions;
These GTC.

3. Acceptance

a. The contract between the Parties shall be concluded upon the receipt by the Purchaser of the Supplier's written acceptance of the Purchase Order within the time period specified therein. Yet, if for any reason Supplier fails to notify Purchaser of his acceptance of the Purchase Order, any conduct by Supplier which presumes the existence of an agreement between the Parties with regard to the subject matter hereof shall constitute an acceptance by Supplier of this Purchase Order, including these GTC and all other documents attached hereto.

b. Unless agreed in writing and signed by the authorized signatories of the Purchaser, any reservations or any terms, proposed by Supplier in his acceptance of the Purchase Order, which add to, vary from or conflict with the terms herein are hereby rejected and any such proposed reservations or terms shall be null and void, and this Purchase Order shall constitute the complete and exclusive statement of the terms and conditions of the contract between the Parties.

4. Quality of Goods

a. All goods supplied to Purchaser shall be of the kind, quality, measurements, description and processing as stated in the Purchase Order, and shall be of the best quality materials and of superior performance.

b. If Goods are services, they shall be granted in a reliable, high quality and superior workmanship manner.

c. If an official standard or a temporary standard or a directive standard has been issued relating to one or more items of the Goods, said item or items shall comply with such a standard. This provision does not derogate from Supplier's obligations under sub-Articles a. and b. hereof, or from Purchaser's requirements, as stated in the Purchase Order.

5. Performance of Order

a. Supplier undertakes to perform the Purchase Order in a superior workmanship in accordance with the terms and conditions of the Purchase Order.

b. Supplier undertakes not to change the terms and conditions of the Purchase Order nor to deviate from them unless he obtains a prior written consent signed by the Purchaser's authorized signatories to any such change or deviation.

c. During the performance of the Purchase Order, the Supplier undertakes to notify the Purchaser of any event, circumstances or difficulty, which might affect the quality of the Goods and/or the delivery times thereof, and to state the various measures taken by the Supplier to handle such event, circumstances or difficulty.

6. Inspection

a. Purchaser's representatives may inspect the performance of the Purchase Order by the Supplier including processes of planning and design, process of production, standards of design and production, quality of materials and rate of performance during each stage of performance, and may be present in all experiments and tests.

To remove doubt it is specifically agreed and provided that the Supplier shall not be entitled to any payment for performing the inspection or any other experiments or tests or for enabling the Purchaser's representatives to perform the inspection or any other experiments or tests or to be present at the performance thereof.

b. It is further specifically agreed that neither the full performance of inspection of the Goods by the Purchaser nor the partial performance or the non-performance of such inspection shall impose any liability on the Purchaser or derogate from the Supplier's full liability for the quality of the Goods or from any of the Supplier's obligations under this Purchase Order.

The Supplier shall allocate at its premises an appropriate site for performing the inspection by the Purchaser and shall place the equipment required therefor at the disposal of the Purchaser.

7. Changes

a. The Purchaser retains the right to instruct the Supplier by written notice to make changes to this Purchase Order, including the right to suspend the work entirely or to make changes in the scope of work , drawings, specifications, the time, method or place of delivery or the method of packaging or shipping.

b. If any such change causes an increase or decrease in the cost and/or time required for the performance of this Purchase Order, the Supplier shall so notify the Purchaser in writing and the Parties shall re-negotiate the cost and/or the delivery schedule and upon mutual written agreement shall modify the Purchase Order.

c. The Purchaser shall not be liable for the cost of any work done by the Supplier or by his sub- contractor(s) not included in the change notice, after the Supplier has received the change order, nor shall the Purchaser be liable for any loss of anticipated profit due to the changes.

d. If the Parties do not reach a mutual written agreement relating to the cost and/or the delivery schedule, as provided in sub-Article b. hereinabove, the Purchaser shall be entitled to terminate this Purchase Order, in whole or in part, in accordance with the provisions of Article 19 hereinbelow.

8. Specifications and Drawings

a. All goods supplied pursuant to this Purchase Order shall comply with thespecifications and drawings referenced herein or supplied hereunder.

b. Acceptance of the Purchase Order by Supplier is conclusive evidence that Supplier has examined the specifications and drawings referenced herein and has found them sufficient for their intended purpose.

c. If there is a conflict or contradiction between general drawings and detailed drawings, the detailed drawings shall prevail.

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9. Acceptance and Quality Assurance Tests

a. Acceptance tests and quality assurance tests shall be performed in accordance with the provisions of the Purchase Order .

b. The conformity of the Goods with the requirements of the Purchase Order is of the essence of this Purchase Order.

c. Payment of any part of the price for the Goods before the performance of acceptance tests and/or quality assurance tests shall not be interpreted as a confirmation by the Purchaser as to the quality of the Goods or to their conformity with the requirements of the Purchase Order or as a waiver on behalf of the Purchaser of performance of Acceptance tests and quality assurance tests.

10. Delivery and Transfer of Title and Risk

a. The Supplier shall deliver the Goods to the Purchaser at the place agreed For delivery in accordance with the delivery schedules, as provided in the Purchase Order.

b. It is emphasized that the times specified for the delivery of the Goods are of the essence of this Purchase Order. If the Supplier fails to meet any part of the delivery schedule, the Purchaser may, at its sole discretion and without waiving any other legal or contractual right or remedy, terminate the uncompleted portions of the Purchase Order or cancel the entire PurchaseOrder.

Without derogating from any other right, whether according to the law or according to this Purchase Order, if the Supplier fails to meet any part of the delivery schedule, the Supplier shall pay the Purchaser penalties for the delay, as provided in Article 20.d. hereinbelow.

c. Except as otherwise provided in the Purchase Order, the Goods shall remain in the Supplier's title and at the Supplier's risk until they have been delivered as specified in the Purchase Order.

11. Packaging

The Supplier shall pack and preserve the Goods in accordance with international standard practices for commercial packaging, if applicable or relevant for the Goods, or in their absence, in accordance with the manner usually used for shipment of the same kind of goods by sea or air, whichever shall be applicable, or in accordance with other instructions, concerning the packing of the Goods, specified in the Purchase Order so as to protect them from damage or deterioration during transit and/or storage.

12. Warranties

a. The Supplier warrants that Goods supplied under this Purchase Order shall be new, manufactured in a good and workmanlike manner, will be suitable for their intended purpose, free from defect in design, workmanship and materials, free from any lien, encumbrance or charge in favour of any third party, and will be supplied in accordance with the Purchase Order and all specifications, plans, drawings, standards and procedures as required by the Purchase Order.

These warranties and all other warranties contained herein or expressed orimplied by law, shall survive inspection, testing, acceptance and payment by Purchaser, and shall inure to the benefit of Purchaser, its successors, assigns and customers.

b. Unless a different time period is specified in the Purchase Order, during the period of one (1) year from the day of delivery of the Goods to Purchaser, or from completion of the acceptance tests or the quality assurance tests, if such tests are performed, whichever is the latest date, Supplier shall repair or replace all defecting or non-conforming Goods supplied to Purchaser. The cost of such repair or replacement and the testing thereof shall be borne solely by the Supplier, including transportation, duties, taxes, insurance and other related costs.

If Supplier fails to make such repair or replacement within a reasonable period of time after receipt of notice from Purchaser, Purchaser may arrange for such repair or replacement, and all costs incurred by Purchaser shall be charged to Supplier, who shall reimburse Purchaser immediately upon demand.

13. Sub-contractors

a. If the Supplier performs part of the of the Purchase Order by a sub-contractor or by sub-contractors, the Supplier shall assure that the sub-contractor(s) fulfill all the provisions of the Purchase Order.

b. The Supplier shall be liable for the full performance of the Purchase Order and shall be responsible for any act or default of the said sub-contractor(s).

14. Export License and other Licenses and Permits

a. The Supplier shall be responsible for obtaining the necessary export license as well as all other licenses and permits necessary for the fulfillment of his obligations under the Purchase Order at his own expense and shall advise Purchaser of the date(s) of its (their) issue.

b. In case an export license is required, the validity of this Purchase Order shall be dependent upon the issue and maintenance of a valid export license.

c. By shipment of the Goods by the Supplier to the Purchaser the Supplier acknowledges and confirms that the export license as well as all other necessary licenses and permits have been obtained.

d. Without derogating from the generality of anything stated in this order, the supplier herby undertakes to refrain from authorizing in any manner, whether in wrting, orally or otherwise, any version of an end use/end user decleration requested by any third party related to this order, withput Soreq explicit prior written consent.

15. Confidentiality

The Supplier shall maintain the confidentiality of any specification, plan, drawing, trade secret, technical data and other confidential or proprietary information furnished by the Purchaser. Such confidential information shall remain the Purchaser's property and shall be used by the Supplier exclusively for the purposes of performing the Purchase Order.

16. Patents and Copyright

a. The Supplier confirms and undertakes that in manufacturing the Goods, in using them, in selling them or in performing this Purchase Order he is not in infringement of any copyright or patent rights or trademark rights or any other proprietary or intellectual right of any third party.

b. The Supplier shall defend and indemnify the Purchaser, its successors, assigns, customers and users of the Goods against any and all claims, liabilities, costs or damages incurred by reason of claim, action or litigation in respect of any alleged or actual infringement of any patent, copyright or trademark, foreign or domestic, resulting from the manufacture, purchase, use and/or resale of Goods.

c. Without prejudice to the generality of the foregoing, the Supplier shall assist the Purchaser in defending against any claim, action or litigation, which might be filed against the Purchaser for infringement of any of the rights, detailed in sub-Article a. hereinabove, and shall bear all related expenses.

17. Know-how

a. Any Know-how, which was submitted by the Purchaser to the Supplier in relation to this Purchase Order, or any Know-how, related to this Purchase Order, which was purchased from a third party by the Supplier with the finance of the Purchaser, shall be the sole property of the Purchaser, and the Supplier shall be entitled to use such Know-how only for the purpose of performing this Purchase Order.

b. Any Know-how, which has either been in the possession of the Supplier prior to the issue of this Purchase Order, or has been accumulated by the Supplier during the performance of this Purchase Order, and is required by the Purchaser for the use or the exploitation in any way of the Goods, shall be submitted by the Supplier to the Purchaser at the time of delivery of the Goods by granting the Purchaser a non-exclusive license or any other legal right to use such Know-how for the use or exploitation of the Goods by the Purchaser in any way according to his discretion, but not for any other purpose, which is not related to this Purchase Order.

18. Force Majeure

A Force Majeure is an unforeseen event for both parties and shall be deemed relevant only if it directly prevents the party that wishes to apply this Section from fulfilling its obligations under this Purchase Order/ Agreement, provided that this party made all reasonable efforts to avoid the effect of the event on the execution of the Purchase Order /Agreement.

Neither party shall be liable in cases of Force Majeure. Such cases include fire, floods, earthquakes, mobilization, formally declared war, civil commotion or riot, requisitioning, labour disputes, restriction in transfer of foreign currencies, formally

declared embargo, delay or denial of export licenses , legal restrictions in granting of personal entry and exit permits, general shortage of raw materials.

The party who applied this section shall immediately notify the other party in writing and Purchaser may either:
Extend time of performance, or terminate the Purchase Order or any part thereof in accordance with the provisions of these GTC.

19. Termination

a. This Purchase Order, in whole or in part, may be terminated by the Purchaser at any time upon notice to the Supplier, specifying the portion of the Purchase Order to be terminated. Upon receipt of such notice, Supplier shall cease performance of the Purchase Order to the extent specified,
thereafter performing only such portion of the Purchase Order which is not terminated, without entering into additional expenses related to the terminated portion of the Purchase Order and shall terminate all existing orders and subcontracts

relating to the terminated portion of the Purchase Order.
b. In the event of termination in the absence of default by Supplier, Purchaser shall pay the Supplier the cost of all work satisfactorily completed by Supplier and for which Supplier has not previously been paid and the cost of work in progress on uncompleted Goods, less the resale value of such uncompleted Goods, if Purchaser chooses not to take possession of the uncompleted Goods.
c. Purchaser shall not be liable for the cost of further work done by the Supplier or by his subcontractors after Supplier has received notice to
suspend work, nor shall the Purchaser be liable for any loss for anticipated profit due to termination.

20. Default

a. The following are events of major default by the Supplier:
1. The Supplier's failure to supply any of the Goods in accordance with this Purchase Order;
2. Delay of more than twenty one (21) days in supplying the Goods;
3. The Supplier becoming insolvent;
4. The Supplier committing any act of bankruptcy;
5. The Supplier entering into receivership or any liquidation processes;
6. The Supplier's breach of any of the provisions of Articles 6, 8, 9, 10, 12, 13, 14 ,15 and 16 of these GTC.

b. Upon the occurrence of an event of major default, as hereinabove defined, the Purchaser may cancel the Purchase Order in whole or in part by providing a notice to the Supplier. In such event, Goods already delivered may be returned by Purchaser to Supplier on Supplier's expense, and the Supplier shall immediately reimburse Purchaser for all amounts paid for such Goods, including transportation and insurance costs and related expenses.
c. Without derogating from the generality of the provisions of sub-Article b. hereinabove, if the results of the inspection, performed by the Purchaser in accordance with the provisions of Article 6 hereinabove and/or the results of the acceptance and quality tests, performed in accordance with the provisions of Article 9 hereinabove, do not wholly conform with the requirements of the Purchase Order, the Purchaser may cancel the Purchase Order in whole or in part.
If the Purchase Order is so cancelled, the provisions relating to the cancellation of the Purchase Order in sub-Article b. hereinabove shall mutatis mutandis apply.
d. In case of a delay of more than twenty one (21) days in the delivery of the Goods, as stated in sub-Article a.2. hereinabove, the Supplier shall pay the Purchaser a delay penalty at the rate of 2% (two per cent) of the price of the Goods so delayed per each month of delay or a part thereof as from the original date of delivery, as specified in the Purchase Order, including the first fourteen days, up to a maximum penalty, which amounts to 10% (ten per cent) of the price of the Goods.
e. The Purchaser may offset Supplier's obligations under this Article against any amounts due to the Supplier under this Purchase Order.
f. The provisions of this Article do not derogate from any other right of the Purchaser hereunder or pursuant to law.

21. Liability and Indemnification

a. The Supplier shall defend and indemnify the Purchaser, its successors, assigns, customers and users of the Goods, against any liability, loss, costs, claims, expenses, court judgments and arbitration awards (including attorneys' fees) arising or claiming to have arisen out of any defect in the Goods or any act or omission of Supplier, his employees, agents or subcontractors, resulting in injury to or death of person(s)or damage to or destruction of any property.
b. The Supplier shall carry all necessary insurances to fully protect the Purchaser pursuant to this undertaking.

22. Independent Contractor

The Supplier is an independent contractor with respect to the Goods and this Purchase Order is not intended and shall not be construed to create an employer - employee relationship between the Purchaser and the Supplier.

23. Assignment

The Supplier undertakes not to assign or transfer the Purchase Order or any part thereof, nor any interest therein, to any third party without the prior written approval of the authorized signatories of the Purchaser.

24. Certificate of Origin

At Purchaser's request, the Supplier shall supply the Purchaser with a signed certificate, certifying the origin of the Goods supplied hereunder or with any other appropriate document, issued by the authorities of the Supplier's country, which may be required by the Purchaser.

25. Miscellaneous Provisions

a. Any notice to be given by one party to the other under this Purchase Order shall be given in writing and shall be delivered in person or sent by registered mail or, if transmitted by facsimile or by e-mail, shall be followed by a letter sent by mail to the other party in accordance with the addresses stated in the Purchase Order.
b. The obligations of the Supplier pursuant to Articles 12, 15, 16 and 21 of this Purchase Order shall survive the termination, expiration or cancellation of this Purchase Order.
c. In the event any Article, sub-Article, section, provision or any part of this Purchase Order is held invalid, void or unenforceable, such holding shall not affect the validity of the remaining Articles or parts of the Purchase Order.
d. The failure of either party to enforce a strict performance or exercise rights under this Purchase Order shall not be construed as a consent to non-performance or a waiver of any such rights.
e. The Purchaser's granting an extension of time to the Supplier for the performance of any undertaking under this Purchase Order shall not be construed as a consent of the Purchaser to grant the Supplier an extension of time for the performance of any other undertaking under this Purchase Order.
f. The headings used in this Purchase Order are for convenience only and shall not affect the interpretation of this Purchase Order.

26. Applicable Law and Jurisdiction

a. Unless otherwise specifically agreed in writing by the Purchaser, this Purchase Order and all the rights of the Parties hereunder shall be construed in accordance with and governed by the laws of the State of Israel.
b. The courts of Tel Aviv, Israel, shall have sole jurisdiction in case of any dispute arising under this Purchase Order. Pending final resolution of any dispute, the Supplier shall proceed diligently with the performance of all work under this Purchase Order.