



Atlantium Technologies Ltd.
Terms and Conditions

ATLANTIUM
Pure Performance

THESE TERMS AND CONDITIONS GOVERN THE SALE OF ALL PRODUCTS AND SERVICES ("PRODUCTS") BY ATLANTIUM TECHNOLOGIES LTD. ("ATLANTIUM" OR "SELLER") IN ACCORDANCE WITH ANY APPLICABLE QUOTATION AND PURCHASE ORDER, ("PURCHASE ORDER")

- 1. ACCEPTANCE:** Buyer agrees to purchase and ATLANTIUM agrees to sell Products only under the terms of this agreement. THESE TERMS AND CONDITIONS MAY ONLY BE WAIVED OR MODIFIED IN A WRITTEN AGREEMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF ATLANTIUM. NEITHER ATLANTIUM'S ACKNOWLEDGMENT OF A PURCHASE ORDER NOR ATLANTIUM'S FAILURE TO OBJECT TO CONFLICTING, CONTRARY OR ADDITIONAL TERMS AND CONDITIONS IN A PURCHASE ORDER SHALL BE DEEMED AN ACCEPTANCE OF SUCH TERMS AND CONDITIONS OR A WAIVER OF THE PROVISIONS HEREOF. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THESE TERMS AND CONDITIONS AND THE PURCHASE ORDER, THE TERMS OF THE PURCHASE ORDER SHALL GOVERN, as long as the purchase order is signed by authorized representatives for the Seller and Buyer.
- 2. SHIPMENT:** In absence of specific shipping instructions from Buyer, Seller shall ship by the method it deems most appropriate and may make partial shipments. Transportation, insurance charges and import duties, if applicable, will be collected, and if prepaid, shall be invoiced to Buyer. Unless otherwise specified, Products shall be shipped in Seller's standard export packaging
- 3. TAXES:** Prices do not include any applicable taxes related to the sale of the Products. If required by Law, ATLANTIUM will add taxes to the sales price, and Buyer agrees to pay all applicable taxes. .
- 4. PRICES AND RELEASES:** Prices specified by ATLANTIUM shall be valid for the period of 60 days or as otherwise specified in ATLANTIUM's Proposal. In the event of extraordinary increases in the market prices of fuels, metals, raw materials, equipment and other production costs, ATLANTIUM shall have the right and Buyer shall have the obligation to renegotiate in good faith the price of the goods hereunder not yet shipped, and if agreement is not reached, ATLANTIUM shall have the right to cancel this contract without liability.
- 5. TITLE AND RISK OF LOSS:** All shipments of goods shall be delivered EXW (Ex Works). Title and liability for loss or damage shall pass to Buyer at point of Origin (INCOTERMS 200) at which point Title and risk of loss shall pass to the Buyer.
- 6. DELIVERY:** Delivery dates are estimated. ATLANTIUM shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer if ATLANTIUM fails to meet the estimated delivery dates because of unavoidable production or other delays. ATLANTIUM reserves the right to adopt an equitable plan of allocation and to adjust delivery schedules accordingly in the event of shortages.
- 7. DELAY:** Atlantium is unable to store Products beyond the scheduled delivery date. If Buyer cannot accept delivery on the scheduled delivery date, Atlantium will, if circumstances permit, arrange for storage of the Product for a reasonably limited period of time provided that Buyer remits full payment for the Product plus cost of storage. ATLANTIUM is not liable, either wholly or in part, for nonperformance or a delay in performance due to force majeure or contingencies or causes beyond the reasonable control of ATLANTIUM, including but not limited to, shortage of labor, fuel, raw material or machinery or technical or yield failure where ATLANTIUM has exercised ordinary care in the prevention thereof
- 8. INSPECTION:** Upon receipt of shipment from Seller, Buyer shall inspect the Products to ensure it complies with Seller's acknowledgment. If Buyer does not notify Seller in writing within fifteen (15) days of receipt of shipment, such shipment will be deemed accepted by Buyer. Upon notification, Seller shall either arrange to inspect Products at Buyer's facility or request Buyer to return such Products. No products shall be returned without a written authorization and in accordance to Seller's packaging and Freight instructions. Upon receipt and acknowledgment of non-conformance, Seller will repair or replace Products within 60 days of returned Products.



- 9. TERMS AND METHOD OF PAYMENT:** Where ATLANTIUM has extended credit to Buyer; terms of payment shall be net thirty (30) days from date of invoice. Atlantium reserves the right to grant, change or withdraw credit at any time for any reason. If the goods are delivered in installments, Buyer shall pay for each installment in accordance with the terms of payment hereof. ATLANTIUM reserves the right to withdraw credit and thereby suspend or cancel performance under any or all purchase orders or agreements if Buyer fails to make payment when due. . ATLANTIUM's suspension of performance may result in a rescheduling delay contingent on current product availability. If in ATLANTIUM's sole judgment, Buyer's financial condition does not justify the terms of payment specified herein, ATLANTIUM may cancel this contract unless Buyer shall immediately pay for all goods which have been delivered and pay in advance for all goods to be delivered. Amounts past due will incur interest rate of one and one half percent (1.5%) per month.
- 10. LIMITED WARRANTY:** ATLANTIUM warrants to Buyer that for a period of One (1) year following installation or eighteen (18) month following shipment, whichever comes first, that the Products purchased hereunder shall be free from defects in materials and workmanship and conform to the applicable manufacturer's specifications for such Products. ATLANTIUM makes no other warranty, express or implied, with respect to the Products. IN PARTICULAR, ATLANTIUM MAKES NO WARRANTY RESPECTING THE MERCHANTABILITY OF THE PRODUCTS OR THEIR SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OR RESPECTING INFRINGEMENT Or Those Arising By Statute Or Otherwise In Law Or From The Course Of Dealing Or Usage Of Trade. Atlantium's limited liability for Products and/or parts found defective in materials and workmanship within the warranty period, shall be to repair or replace FOB original shipping point, limited to the cost of the defective Products and/or parts. Commissioning of any Atlantium's system will be performed only by Atlantium, or Atlantium's authorized service provider (subject to prior written approval from Atlantium). Notwithstanding anything to the contrary herein, in the event that Buyer or any other third party will perform commissioning to any of Atlantium system, without prior written approval from Atlantium, no warranty shall apply to such system.
- 11. EXTENDED WARRANTY:** Notwithstanding the above, ATLANTIUM may offer, subject to separate written agreement and payment, an extended warranty period beyond the standard warranty. Any such extended warranty shall apply only to the specific Product serial number(s) stated in the applicable quotation or confirmation, shall be limited to non-consumable parts, and shall be governed by these Terms and Conditions unless expressly stated otherwise.
- 12. CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY.** All materials and products furnished by ATLANTIUM or Buyer and identified as containing confidential information must be held in confidence by the recipient using at least the degree of care the recipient uses for its own confidential information, but no less than reasonable care. Recipient may not disclose such materials or confidential information except to employees who require use of the materials in the performance of their duties. Confidential information does not include information in the public domain, information known to the recipient prior to any disclosure hereunder, information developed independently of any disclosure hereunder, information later communicated to the recipient by another without obligation of confidence, or information communicated by the owner to a third party free of any obligation of confidence. The recipient shall hold all confidential information and materials containing confidential information in confidence for five (5) years after receipt. If an order includes software or other intellectual property, such software or other intellectual property is provided by ATLANTIUM to Buyer subject to the copyright and user license, the terms and conditions of which are set forth in the license agreement accompanying such software or other intellectual property. Nothing herein shall be construed to grant any rights or license to use any software or other intellectual property in any manner or for any purpose not expressly permitted by such license agreement.
- 13. CANCELLATION:** In the event of Purchase order Cancellation by Buyer, as long as it is provided at least one week prior to shipment, Buyer will be charged a 15% restocking fee. . Non- standard, non-qualified product designated as custom, or product unique to a customer ("Special Product") will be subject to a 15% restocking fee, in addition Buyer shall remain liable to pay for all non-transferable and non-cancelable raw materials and work in process as of the date that ATLANTIUM receives the notice. ATLANTIUM reserves the right to cancel all or any part of an order, without



any liability to Buyer, if Buyer is in default under any of the terms and conditions of this document.

- 14. EXPORT CONTROL:** Buyer shall comply with all applicable export, import, or other relevant laws of any applicable jurisdiction. Buyer is strictly prohibited from exporting, re-exporting or importing the Products, regardless of method, without first complying with all applicable government export laws, rules, regulations, orders, and obtaining any necessary approvals or permits
- 15. RE-SALE PROHIBITED:** Buyer shall not resell products to brokers or exporters. If Buyer breaches the terms of this paragraph, in addition to ATLANTIUM's cancellation rights, Buyer agrees to fully indemnify ATLANTIUM, its officers, employees and distributors, from any and all liability, including attorneys' fees and costs.
- 16. LIMITATION OF LIABILITY:** Notwithstanding anything else in these Terms and Conditions and/or the purchase order and/or any other agreement pertaining to the purchase by Buyer of the Products ("Purchase Order"), Atlantium shall not under any circumstances be liable under or in connection with the Purchase Order and the performance or non-performance thereof for any of the following losses: any loss caused by, arising from or in connection with (i) an act or omission of the Buyer or a third party, (ii) a body injury, (iii) a cyber incident; (iv) or data corruption – (v) any indirect, incidental, foreseeable, consequential, or special loss, including but not limited to loss of goodwill, loss of business, loss of profit or anticipated profits or savings, loss of revenue, loss and/or deferral of services, loss of production, loss of use, loss of opportunity, in each case whether or not foreseeable. Atlantium's total liability in respect of any claims which may arise in connection with Atlantium's performance or non-performance under the Purchase Order shall under no circumstances whatsoever exceed 10% of the consideration actually paid by Buyer to Atlantium under the applicable Purchase Order.
- 17. NON-WAIVER OF DEFAULT AND ASSIGNMENT:** In the event of any default by Buyer, ATLANTIUM may decline to make further shipments. If ATLANTIUM elects to continue to make shipments, ATLANTIUM's action shall not constitute a waiver of any default by Buyer or in any way affect ATLANTIUM's legal remedies for any such default. This contract shall not be assignable by either party without the written consent of the other party. Unauthorized assignment shall be void.
- 18. GENERAL:** As used herein, terms appearing in the singular shall include the plural and terms appearing in the plural shall include the singular. No rights, duties, agreements or obligations hereunder may be assigned or transferred by either party, by operation of law, merger or otherwise, without the prior written consent of the other. Any attempted or purported assignment shall be void. Notwithstanding the foregoing, ATLANTIUM's obligations under these Terms and Conditions may be performed by divisions, subsidiaries or affiliates of ATLANTIUM. The obligations, rights, terms and conditions hereof shall be binding on the parties hereto and their respective successors and assigns. The waiver of any provision hereof or of any breach or default hereunder shall not be deemed a waiver of any other provision hereof or breach or default hereunder. Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof in that jurisdiction or affecting the validity or enforceability of such provision in any other jurisdiction. These Terms and Conditions shall be governed by and construed in accordance with the laws of Israel excluding any law or principle that would apply the law of any other jurisdiction. The parties agree to submit any dispute between them to the exclusive jurisdiction of the competent court in Tel Aviv. The United Nations Convention for the International Sale of Goods shall not apply.

