

## TERMS AND CONDITIONS

Advanced Vision Technology (A.V.T.) Ltd.'s and its respective subsidiaries' (together, "AVT") Proposals are subject to AVT's Terms and Conditions ("Terms and Conditions"). The Proposal is AVT's offer to sell or license Products or to provide Services. The Proposal and the underlying transactions will not be binding on AVT until the Proposal is signed by AVT. Each Proposal is strictly limited and subject to the provisions set forth therein and in these Terms and Conditions. AVT shall not be bound by, and specifically and expressly objects to, any terms or conditions whatsoever which are different from or in addition to the provisions of the Proposal and these Terms and Conditions, including any terms and conditions contained on or referenced in any Customer purchase order. Note that AVT Product Specifications and the Documentation referenced herein may set forth additional requirements.

### 1. Definitions

**"Documentation"** means any and all documentation and material supporting or pertaining to the Products or any part thereof, whether in writing or any machine-readable form, provided by or on behalf of AVT to Customer pursuant to the Proposal and in these Terms and Conditions, including without limitation, operating instructions, input information, or format specifications, instructional documentation and guides, and any training manuals that may be provided by AVT.

**"Equipment"** means all hardware, excluding any Software.

**"Peripheral Software"** means any third-party software provided to Customer as part of any Proposal or incorporated into the Equipment as a stand-alone computer program, including anti-virus software and operating and application software.

**"Product(s)"** means AVT Equipment, Software, Peripheral Software, Documentation and upgrades, accessories, or additions thereto purchased from or supplied by AVT.

**"Proposal"** means any AVT product sales, product license or Maintenance Service quotation offered to any customer ("Customer").

**"Proposal Price"** means all amounts to be paid by Customer in connection with the applicable Proposal.

**"Services" or "Maintenance Service"** means all forms of installation, maintenance, and support for the Products as provided for in the Proposal and in these Terms and Conditions and more specifically defined in Section 11.

**"Software"** means the object code version of AVT's computer programs, including any software or portion thereof licensed to AVT by a third party, and provided to Customer together with the applicable software and any related Documentation, excluding Peripheral Software.

### 2. Terms of Sale

Subject to these Terms and Conditions and the terms of any Proposal, AVT shall furnish the Equipment and Products and/or provide the Services set forth in each applicable Proposal executed between AVT and the Customer.

### 3. Installation and Training, Trade-in

3.1. If **"Installation"** is defined and included in the scope of the applicable Proposal, AVT shall install the Products after determining that Customer is in compliance with all applicable AVT site requirements (the **"Site Requirements"**) set forth in the Proposal or otherwise communicated to Customer prior to the installation. Customer at its sole cost and expense shall fully and timely comply with the AVT Site Requirements and shall bear all costs, losses or damages in connection with Customer's non-conformance with the Site Requirements. To the extent the applicable Proposal includes the provision of press installation preparation services to the Customer, the terms of the attached **Exhibit A** shall automatically apply together with and in addition to these Terms and Conditions. Prior to installation and training, Customer shall not handle, attempt to operate, or operate any Products except in the presence and under the supervision of authorized AVT personnel, and shall prevent any third party from doing so. In the event the applicable Proposal allows for self-installation by Customer or remote installation by AVT, physical presence of AVT personnel is not mandatory. If **"Training"** is defined and included in the scope of the applicable Proposal, AVT shall train Customer in the use of the Products in accordance with and at the rates set forth in the Proposal. Following the Completion of Installation (**"COI"**) and completion of the Training, if applicable, AVT shall issue and sign AVT's standard Completion of Installation Form, attached hereto as **Exhibit B** (the **"COI Form"**). The COI Form shall be countersigned by Customer, acknowledging the completion of the Installation and Training, if applicable, and acceptance of the Product in accordance with the Proposal and these Terms and Conditions. The date on which Completion of Installation occurs shall be hereinafter referred to as the **"COI Date"**. AVT and Customer expressly agree that in the event that Customer starts using the Product in a production environment, in whole or in part, in any manner whatsoever – then COI shall be deemed to have occurred and the COI Date shall be fixed accordingly to be the start date of such use, notwithstanding the issuance and/or signing of the COI Form by Customer. AVT shall either repair or replace at its own cost and expense any Products that cannot be successfully installed due to the negligence of AVT or defects in the Products. In all other instances, repairs and replacements shall be in accordance with AVT's warranty set forth herein.

3.2. If a Proposal is made for a trade-in transaction, then, at AVT's request, Customer shall allow AVT to take back the Products being traded-in (at AVT's cost) and title to such Products shall automatically transfer to AVT. If Customer wishes to keep the traded-in Products, then the Proposal for the new Products shall be increased by an amount reflecting the

traded-in Products' value, according to AVT's then current price list.

#### **4. Payment**

Unless otherwise provided for in the Proposal, charges for Products will be invoiced as follows: (i) 40% of the total Proposal Price upon the Proposal execution; (ii) 50% of the total Proposal Price upon notification of shipment; and (iii) 10% of the total Proposal Price upon COI. All payments shall be paid in full, without abatement, set-off, or deduction, upon invoice. At AVT's sole discretion (a) Customer may be required to provide a letter of credit for all or part of the payments, and in a form acceptable to AVT; and (b) Customer may be subject to an interest charge of 1.5% per month on any outstanding balance if Customer fails to make timely payments.

#### **5. Taxes and Duties**

Customer shall be responsible for and shall pay directly all taxes, customs duties, assessments, fees and other charges (collectively referred to as "**Costs**") levied by any and all government entities in connection with the delivery, possession, or use of any Products. Purchase prices for the Products do not include these Costs.

#### **6. Delivery, Transfer of Title, Risk of Loss**

Unless otherwise provided for in the Proposal, all deliveries are made DAP (Delivery At Place) [Incoterms 2010]. Customer shall bear all taxes and duties costs. Shipment schedules are approximate and while AVT shall use commercially reasonable efforts to complete each shipment as indicated in the respective Proposal, AVT shall not be liable for any delays. Customer shall bear the risk of loss from the time and location of delivery of the Products into Customer's possession. Title to Equipment, including parts, shall pass to the Customer upon delivery to the first carrier at AVT's premises, except as set forth in Section 7 below. Title to any part that AVT removes in connection with the service of the Products shall pass to AVT when the part is removed.

#### **7. Transfer of Title, Security Agreement, Insurance**

In the event that a Proposal provides for deferred payments where AVT is not paid in full upon COI, then until it receives all payments due for the Products, installation and training (if applicable):

7.1. Title to the Products shall remain with AVT.

7.2. As security for the payment and performance of all of Customer's obligations to AVT of every kind and description, direct and indirect, absolute and contingent, primary and secondary, due or to become due, now existing or hereafter arising or acquired ("**Obligations**") under any Proposal or these Terms and Conditions, Customer hereby grants to AVT a security interest in all Products delivered to Customer (including, without limitation, the Equipment), and any and all additions, substitutions, replacements, accessories and proceeds thereof. Whether or not a default in the payment or performance of the Obligations has occurred, AVT shall have, in addition to all other rights and remedies, the rights and remedies of a secured party under applicable law. Until AVT

has been paid in full, Customer undertakes to (i) clearly identify, by an appropriate marking, all Products as being the property of AVT and subject to a security interest in favor of AVT, (ii) take any other action required by law or otherwise necessary to protect the Products from attachment by the Customer's creditors and cooperate with AVT in making any filings, registrations and submissions which may be required with the appropriate governmental registers to perfect the security interest as a first priority interest. Furthermore, without derogating from the restrictions on transfer set forth below in Section 8, until AVT has been paid in full, Customer shall not part with possession or control of the Products or sell, pledge, mortgage, lease or otherwise transfer or encumber the Products without the prior written consent of AVT.

7.3. Customer shall insure the Products for its full sale value, naming AVT as the loss payee of such insurance.

#### **8. Software License**

8.1. Title to all Software shall always remain with AVT. AVT hereby grants to Customer a nonexclusive, nontransferable, fully paid (subject to the full payment of all the amounts due under Section 4 above) license to use Software solely as part of Customer's use of the Products in Customer's normal internal business operations and solely in connection with the specific Equipment delivered to Customer pursuant to the applicable Proposal. The license granted herein shall extend for the life of the Products in Customer's possession, provided that any transfer of the Products or breach of Section 9 hereunder by the Customer shall result in immediate and automatic termination of this software license. Customer's use of Software shall also be governed by any additional conditions which AVT may provide on or prior to delivery of the Software. Customer hereby acknowledges that the license, installation and use of any Peripheral Software provided by AVT to the Customer is subject to the limitations and terms and conditions applicable to any such Peripheral Software.

8.2. Customer may install and use the Software only on one (1) work station(s)/computer(s), unless otherwise provided in the Proposal; or only by one user concurrently if the Software is provided as a service through AVT's hosted services/cloud services, unless otherwise provided in the Proposal. Along with the license, Customer may receive a key/code set or other identification and protection measures ("**Protection Measures**"). The Protection Measures will enable the installation and use of the Software according to the license restrictions. The Software may include certain expansions to its basic functionality which require additional license(s) or additional fees and which are not provided as part of the license granted herein ("**Additional Software License(s)**"). Any Additional Software License(s) granted to Customer whether under a new Proposal or otherwise, shall be subject to these Terms and Conditions and unless specifically provided otherwise the terms of the license granted herein shall apply to any Additional Software License. If Customer is provided a Software upgrade, the prior version and all copies of the prior version, including any copies resident on any hard disk or elsewhere, shall be destroyed by Customer within ninety (90) days of the delivery of the upgrade.

## **9. Confidential and Proprietary Technology**

It is expressly understood and agreed by Customer that the Products incorporate highly confidential knowledge, technology, and trade secrets (all of which, whether or not copyrighted or patented, are hereafter referred to as “**Technology**”). The Technology includes Technology incorporated in the Products themselves, Documentation (whether marked confidential or not), and oral information provided to Customer by AVT on a confidential basis. The Technology is, and shall always remain, the exclusive property of AVT. Customer shall have a continuing obligation to maintain the confidentiality of the Technology until such time that it becomes publicly known through no fault of Customer. During such time, Customer will take reasonable measures to ensure the confidentiality of the Technology, using procedures at least as secure as those Customer uses to protect its own confidential or proprietary technology. Except for use of the Products in the normal course of Customer’s manufacturing business operations, Customer agrees not to use in any way or form whatsoever, any part of the Technology for any purpose whatsoever. Customer shall not replicate, reproduce, alter, modify, disassemble, decompile, reverse engineer, create derivative works from, transfer or disclose to third parties, any part of the Technology for any purpose whatsoever. Customer shall not remove any proprietary notice, labels, or marks on the Products. Customer acknowledges that any violation of this Section 9 will result in irreparable harm to AVT and that AVT may enforce its rights hereunder by injunction against any threatened or continuing violation, or in an action for damages, or both.

## **10. Patent, etc., Indemnity**

10.1. AVT shall, at its own expense, defend any action brought against Customer to the extent that it is based on a claim that the Products, or any component thereof, supplied pursuant hereto, infringe upon any patent, license, copyright or trademark, provided that (a) Customer promptly notifies AVT in writing of the assertion, threat, or institution of any such claim, suit or proceeding; (b) AVT shall have sole control of the defense of any action and any negotiation for its settlement or compromise; (c) AVT shall have the sole right to choose attorneys to represent Customer in such action; (d) AVT shall not be obligated to pay for Customer’s legal expenses if Customer chooses to have its own counsel represent it as co-counsel in any such action; (e) Customer shall provide all reasonable facilities, authority, information and assistance for a proper defense and/or settlement negotiations; and (f) Customer refrains from taking any position or action detrimental or adverse to AVT. If the Products, or any component thereof, are adjudicated or reasonably anticipated to be an infringement on any patent, license, copyright or trademark, or in such other circumstances as AVT in its sole discretion determines to be appropriate, AVT, at its own option and expense, may elect to: (i) obtain for Customer the right to continue using the Products; (ii) replace or modify the Products so they become non-infringing; or, if unable to do either, then (iii) terminate the Software license herein granted, take back the Products, and refund to the Customer the depreciated cost of the Products, calculated on a straight-line, thirty-six (36) month basis. In any

event of subsection (i)-(iii) the offered remedy shall be Customer's sole remedy.

10.2. AVT shall not be liable for any claim that the Products, or any component thereof, infringe upon any patent, license, copyright or trademark, if such claim is based in whole or in part on (a) the use of Software which is not the latest unmodified release, where such infringement may have been avoided by the use of such latest release; (b) amendments, alterations, modifications or attachments to any Products made by any party other than AVT; (c) use of the Software on or in conjunction with equipment other than the Customer’s workstation or the Products; (d) a copy of the Software where the Software has been added to, altered, or amended in any way after the Software was copied; (e) the combination, operation, or use of the Products with any equipment not supplied or authorized in writing by AVT; (f) any alteration of the Products made by any entity other than AVT; or (g) the Peripheral Software.

10.3. THIS SECTION 10 STATES ANY, ALL, AND THE ENTIRE LIABILITY OF AVT WITH RESPECT TO PATENT, LICENSE, COPYRIGHT, OR TRADEMARK INFRINGEMENT OR INFRINGEMENT OF OTHER INTELLECTUAL PROPERTY RIGHTS BY THE PRODUCTS. AVT SHALL HAVE NO ADDITIONAL LIABILITY TO CUSTOMER WHATSOEVER WITH RESPECT TO ANY ALLEGED OR PROVED INFRINGEMENT.

## **11. Maintenance Service, Additional Services and Parts**

11.1. Unless otherwise provided for in the Proposal, AVT shall not provide any services other than Installation and Training services according to Section 3.1, Additional Services according to Section 11.3, and certain services during the Warranty Period as provided for under AVT's limited warranty set forth in Section 12.

11.2. To the extent a Proposal includes the provision of maintenance and support services, such services shall be provided by AVT to a Customer in accordance with and subject to AVT's Standard Service Agreement to be executed with the Customer.

11.3. Additional Services and Parts. Upon Customer’s reasonable request and subject to availability, AVT shall provide parts and other maintenance services not covered by a Proposal or Section 3.1 herein at the then current published AVT rates.

11.4. AVT may delegate any of its duties under these Terms and Conditions to any third party that, in its reasonable discretion, AVT determines to be qualified to perform that duty.

## **12. Warranties and Disclaimers**

**12.1 EXCEPT AS EXPRESSLY STATED IN THESE TERMS AND CONDITIONS, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE. AVT DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AS TO ALL PRODUCTS.**

AVT WARRANTIES EXTEND SOLELY TO CUSTOMER.

**12.2 EQUIPMENT WARRANTY AND DISCLAIMERS:** AVT WARRANTS THAT IT SHALL HOLD GOOD TITLE TO THE EQUIPMENT AT THE TIME OF ITS SALE TO CUSTOMER; THAT ALL EQUIPMENT COVERED BY THESE TERMS AND CONDITIONS SHALL BE FREE OF DEFECTS IN MATERIAL AND WORKMANSHIP WHEN DELIVERED; AND THAT ALL EQUIPMENT SHALL OPERATE SUBSTANTIALLY IN ACCORDANCE WITH THE EQUIPMENT SPECIFICATIONS FOR A PERIOD OF TWELVE MONTHS (12) (OR SUCH OTHER PERIOD AS MAY BE SPECIFIED IN THE APPLICABLE PROPOSAL) FROM THE COI DATE, AS SET FORTH IN SECTION 3.1 (THE "WARRANTY PERIOD"). THE PRECEDING WARRANTIES ARE SUBJECT TO THE FOLLOWING: (A) AVT'S SOLE OBLIGATION HEREUNDER SHALL BE TO REPAIR OR REPLACE, AT AVT'S ELECTION, ANY DEFECTIVE COMPONENT, WITH TRANSPORTATION COSTS FOR SUCH REPAIR OR REPLACEMENT TO BE AT NO CHARGE TO CUSTOMER UNLESS STATED OTHERWISE IN THE APPLICABLE PROPOSAL; AND (B) AVT SHALL HAVE NO OBLIGATION (EITHER DURING OR SUBSEQUENT TO THE WARRANTY PERIOD) TO MAKE REPAIRS OR REPLACEMENTS NECESSITATED IN WHOLE OR IN PART BY: (I) THE FAULT OR NEGLIGENCE OF CUSTOMER; (II) IMPROPER OR UNAUTHORIZED USE OF THE EQUIPMENT; (III) UNAUTHORIZED ATTEMPTS BY CUSTOMER TO REPAIR OR MAINTAIN THE EQUIPMENT; (IV) CUSTOMER'S UNAUTHORIZED MOVEMENT, ALTERATION, OR MODIFICATION OF THE PRODUCTS OR ADDITION OF ANY ACCESSORY, FEATURE OR DEVICE; (V) CUSTOMER'S FAILURE TO MAINTAIN THE SITE REQUIREMENTS; OR (VI) CAUSES EXTERNAL TO THE EQUIPMENT SUCH AS, BUT NOT LIMITED TO, POWER OR AIR CONDITIONING FAILURE OR CATASTROPHE.

**12.3 SOFTWARE WARRANTY AND DISCLAIMERS:** (A) EACH ITEM OF ANY SOFTWARE PROGRAM IS, IN ITS UNALTERED FORM, WARRANTED, DURING THE WARRANTY PERIOD, TO CONFORM SUBSTANTIALLY TO THE THEN-CURRENT PUBLISHED FUNCTIONAL SPECIFICATION, PROVIDED SUCH SOFTWARE IS USED IN A MANNER CONSISTENT WITH ANY APPLICABLE AVT MINIMUM EQUIPMENT AND SOFTWARE CONFIGURATION SPECIFICATIONS. DURING THE WARRANTY PERIOD, AVT WILL MAKE REASONABLE EFFORTS TO CORRECT ERRORS REFLECTING SIGNIFICANT DEVIATIONS FROM THE FUNCTIONAL SPECIFICATIONS AS ARE REPORTED BY CUSTOMER TO AVT. (B) BECAUSE NOT ALL ERRORS IN SOFTWARE CAN OR NEED BE CORRECTED, AVT DOES NOT WARRANT THAT ALL

SOFTWARE PROGRAM DEFECTS WILL BE CORRECTED. SIMILARLY, AVT DOES NOT WARRANT THAT FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS OR WILL OPERATE IN COMBINATIONS SELECTED FOR USE BY CUSTOMER. CUSTOMER ACKNOWLEDGES THAT IT HAS INDEPENDENTLY DETERMINED THAT THE SOFTWARE ORDERED IN THE PROPOSAL AND PROVIDED UNDER THESE TERMS AND CONDITIONS MEET ITS REQUIREMENTS. (C) AVT MAKES EVERY EFFORT TO PROVIDE THE SOFTWARE VIRUS FREE AND MALWARES FREE. HOWEVER, CUSTOMER IS ADVISED TO IMPLEMENT SUFFICIENT PROCEDURES AND TAKE ALL NECESSARY STEPS TO ENSURE THAT ITS COMPUTER SYSTEMS HAVE AN ACTIVE, WORKING, UP-TO-DATE ANTI-VIRUS AND FIREWALL PROTECTIONS. AVT ACCEPTS NO LIABILITY FOR ANY DAMAGE CAUSED TO CUSTOMER BY ANY INFECTION, VIRUS, MALWARE, SPYWARE, RANSOMWARE OR OTHER CODE THAT HAS CONTAMINATING, DESTRUCTIVE OR DAMAGING PROPERTIES OF ANY KIND AND DOES NOT PROVIDE ANY PROTECTIONS, GUARANTEES OR WARRANTIES FOR THE SAME.

**12.4 WARRANTY DISCLAIMERS:** AVT HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES WITH RESPECT TO PARTS NOT SUPPLIED BY AVT AND WITH RESPECT TO THE PERIPHERAL SOFTWARE.

**12.5 LIABILITY DISCLAIMERS:** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AVT HEREBY EXPRESSLY DISCLAIMS LIABILITY FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE RESULTING FROM (I) THE USE OF THE PRODUCTS OTHER THAN IN STRICT COMPLIANCE WITH ANY DOCUMENTATION, INFORMATION OR INSTRUCTIONS PROVIDED OR OTHERWISE MADE AVAILABLE TO THE CUSTOMER; AND/OR (II) THE USE OF THE PRODUCTS TOGETHER WITH OTHER COMPONENTS NOT SUPPLIED OR MANUFACTURED BY AVT.

#### **Limitation of Liability**

AVT SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES) CAUSED BY OR RELATING TO THE SERVICES PERFORMED OR THE PRODUCTS PROVIDED UNDER ANY PROPOSAL AND THESE TERMS AND CONDITIONS, OR BY DELAY OR ANY ACT OR OMISSION OF AVT IN CONNECTION WITH ANY PROPOSAL AND THESE TERMS AND CONDITIONS, EVEN IF AVT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE AND EVEN IF SUCH LOSS OR DAMAGE HAVE BEEN REASONABLY FORESEEABLE. CUSTOMER'S SOLE

**AND EXCLUSIVE REMEDY FOR BREACH OF ANY AND ALL WARRANTIES AND FOR AVT'S LIABILITY OF ANY KIND UNDER OR ARISING OUT OF ANY PROPOSAL AND THESE TERMS AND CONDITIONS (WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL BE LIMITED TO THE REPAIR OR REPLACEMENT OF DEFECTIVE COMPONENTS IN ORDER TO MEET PRODUCT SPECIFICATIONS AND IN ANY EVENT THE TOTAL CUMULATIVE LIABILITY OF AVT TO CUSTOMER FOR ANY DAMAGES OR CLAIMS ARISING OUT OF OR RELATED TO ANY PROPOSAL(S) AND THESE TERMS AND CONDITIONS, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE TOTAL AMOUNT PAID TO AVT BY CUSTOMER FOR THE PRODUCTS UNDER THE RELEVANT PROPOSAL.**

### **13. Default and Remedies**

13.1. By providing Customer with written notice of termination, AVT may immediately terminate any Proposal if (i) AVT determines that any material representation or warranty now or hereafter made by Customer was not true or accurate when given, or (ii) Customer is in breach of a Proposal or these Terms and Conditions or otherwise defaults on any of its duties, including, but not limited to, timely payments of sums due, and fails to cure this default (to the extent such a default is curable) within five (5) days after AVT gives Customer written notice of default.

13.2. Upon any such default, AVT may: (i) declare any and all sums payable as to any and all Products or Service immediately due and payable, without further notice or demand; (ii) without notice, demand, court order or other process of law, repossess any or all Product(s) by any means whatsoever and keep or dispose of said Product(s) according to law; (iii) terminate or suspend service as to any and all Products and suspend any other AVT obligations; and (iv) pursue any other remedies available at law or in equity.

13.3. Unless specifically stated otherwise, no remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies provided herein or available at law or in equity. Customer shall pay AVT all costs and expenses, including reasonable attorney's fees, incurred by AVT in exercising any of its rights or remedies or enforcing any provisions herein or within a Proposal.

13.4. Customer shall not be entitled to a refund of any payments for Services, Products or license fees made prior to any payment default and such prior payments are agreed and acknowledged by the parties hereto to be nonrefundable fees for the use of the Products prior to the default.

### **14. Assignment**

Customer may not assign its rights or obligations under the Proposal or these Terms and Conditions without the prior written consent of AVT. Any attempted assignment in violation of this provision shall be null and void *ab initio*. AVT may

assign its rights and obligations under any Proposal and/or these Terms and Conditions.

### **15. Force Majeure**

If performance of any obligation, except for the payments, is prevented, restricted, or interfered with because of fire, natural disaster, labor disputes, law, order, regulation or governmental requirement, war, civil disorder, other violence or any other act or condition, whether foreseeable or not, beyond the reasonable control of the affected party, the affected party shall be excused from such performance to the extent of such prevention, restriction, or interference. The affected party shall give prompt notice and shall resume performance immediately whenever such causes are removed. The affected party shall take reasonable steps to avoid or remove such cause at the earliest possible time, but in any event within ninety (90) days. The other party's only remedy for this non-performance shall be rescission after the aforesaid ninety (90)-day period.

### **16. Notices**

All notices and other communications required or permitted to be given under any Proposal or the terms hereof ("**Notices**") shall be in writing, referencing the relevant Proposal and these Terms and Condition and addressed to the party's address as specified in the Proposal.

A Notice shall be deemed given when (i) delivered personally; (ii) sent by confirmed fax or email; (iii) 5 days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) 2 days after deposit with a commercial overnight courier, for overnight delivery, with written verification of receipt.

### **17. General Provisions**

17.1. These Terms and Conditions, together with all Proposals shall be governed by the laws of the State of New York, excluding its conflict-of-law or choice-of-law principles. Litigation by Customer to enforce its rights may be brought only in the competent courts in the southern district of New York, US. AVT may file suit in any jurisdiction where its rights may be threatened, and judgment will be enforceable in any state or country. The parties consent to the exclusive jurisdiction of such courts and consent to the service of process by registered or certified mail. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. Any action by Customer for loss or damage arising from or related to these Terms and Conditions and any Proposal (including, without limitation, any Products and Services) must be commenced within one (1) year from the occurrence of the event giving rise to the claim, or such claim will be forever barred. If AVT substantially prevails in any legal dispute, Customer shall pay all reasonable costs incurred by AVT, including but not limited to collection costs, attorneys' fees and costs of legal action.

17.2. These Terms and Conditions, together with the relevant Proposals, represent the entire agreement between the parties regarding the subject matter, superseding and replacing any additional or inconsistent terms and conditions contained on the face or reverse side of Customer's purchase orders or other

standard forms of Customer of whatever date and cancels all prior understandings, written or oral. No amendment, waiver, or cancellation of any part of these terms and Conditions shall be valid unless pre-approved in writing with reference to these Terms and Conditions and signed by an authorized officer of each of Customer and AVT.

17.3. Omission by AVT to remedy a default or enforce rights reserved to it, or to require performance of any of the terms hereof, shall not be a waiver, nor shall it affect the right of AVT to enforce such provisions thereafter.

17.4. During the course of the relationship between Customer and AVT, Customer may have access to or possession of personal or private information of AVT or its customers. Such data may be protected by various laws, rules and regulations. Accordingly, Customer shall comply with all applicable privacy and data protection laws, rules and regulations which

are, or which may in the future be, applicable to the terms of these Terms and Conditions.

17.5. Any term or provision of these Terms and Conditions that is held by a court of competent jurisdiction or arbitrator to be invalid, void or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the invalid, void or unenforceable term or provision in any other situation or in any other jurisdiction and any such term or provision, where held to be invalid, void or unenforceable, shall be deemed modified to the extent necessary to render such term or provision enforceable, and the rights and obligations of AVT and Customer shall be construed and enforced accordingly, preserving to the fullest permissible extent, the intent and agreements of AVT and Customer set forth herein.

*Last updated on December 10, 2018*

## Exhibit A

### Additional Terms for AVT Press Installation Preparation Services

**In the event that the Customer orders from AVT press installation preparation services with respect to the installation of the AVT system, then the following shall automatically apply:**

Customer ordered from AVT press installation preparation services for the AVT system that it purchased pursuant to the quotation provided by AVT to Customer (the "**Proposal**" and the "**Product**", respectively).

As detailed in the Proposal, AVT shall prepare Customer's site for the installation of the Products as set forth in the Proposal (the "**Installation Preparation Services**") after determining that Customer is in compliance with all applicable AVT site requirements (the "**Site Requirements**"), including those requirements and declarations set forth in **Annex 1** to this **Exhibit A** attached hereto, or otherwise communicated to Customer prior to the commencement of the Installation Preparation Services.

It is clarified that all additional costs to be incurred in connection with Customer's compliance with the Site Requirements, including those set forth in Annex 1, shall be done at Customer's sole cost and expense.

It is clarified that in the case of any untrue statement or information made or provided by Customer as set forth in Annex 1, or in the case of any unavailability or delay with respect to or in any of the statements or requirements set forth in Annex 1, *then Customer shall bear and shall reimburse AVT immediately for all the costs incurred by AVT with respect thereto or as a result thereof, including any loss of time on part of AVT's employees or contractors.*

It is clarified with respect to the Installation Preparation Services to be performed by AVT, that time of delivery shall not be of the essence and no liability of AVT will arise if, notwithstanding AVT's endeavors, there is a delay in delivery. The Customer, by acceptance of a late delivery, waives any and all rights relating to the delay.

AVT shall not be held responsible for any losses and damages, including non-production, whatever the cause may be, in connection with the Installation Preparation Services including any delay therein.

To the maximum extent permitted by applicable law, AVT expressly disclaims liability for any personal injury or property damage resulting from Installation Preparation Services performed by anyone other than AVT personnel or persons expressly authorized in writing by AVT.

It is clarified that the Terms and Conditions of AVT to which this Exhibit is attached ("**Terms and Conditions**"), and as shall be in effect from time to time, shall form an integral part of this document and shall be incorporated herein by reference, and shall fully apply to the services provided by AVT and received by Customer with respect to the Products, including with respect to the Installation Preparation Services. Capitalized terms not defined herein shall have the meaning set forth in the Terms and Conditions.

## **Annex 1 to Exhibit A**

### **Site Requirement**

1. Customer is required to verify and approve the measurements and specifications set forth in the drawings provided by AVT prior to the beginning of the Installation Preparation Services. Customer shall bear any and all costs and expenses incurred by AVT, including loss of time, in connection with any deviation or discrepancy between the approved drawings and the actual measurements at Customer's site.
2. Customer is required to ensure that the installation site is vacant and ready for installation. Any prior existing machinery located in the Product designated location within Customer's site must be removed prior to the beginning of the Installation Preparation Services.
3. Customer needs to inform AVT of the press color to match the parts that AVT manufactures.
4. The Installation Preparation Services provided by AVT are mechanical only. Customer is responsible for any electrical and network connection.
5. Customer will have the press down for AVT's modification and installation, according to the time frame agreed upon between the parties. Any exception will need to be approved in writing by AVT's Project Manager prior to the change. Any charges that will be added by this will be covered by Customer.
6. Customer is responsible to have suitable electric power connections available near the press for the tooling operation (Magnet Drill etc.).
7. Customer must notify AVT in writing in advance prior to the signature on the Proposal to which this Annex is attached, of:
  - 7.1. any pre-requisite safety procedures, precautions, training (including safety training), that Customer requires AVT to participate in or to comply with prior to the Product installation provided by AVT, including any special escort required for AVT's employees or contractors during the provision of the Services.
  - 7.2. Any special tooling or working conditions needed at the site, such as special equipment for working at heights, explosive area, where electrical tooling is not possible, the working hours at the site.
8. During the Installation Preparation Services, Customer shall make the Customer's site available to AVT's employees and/or contractor for 12 hours per day of service provision, beginning at 8:00 and ending at 20:00, unless otherwise approved in writing by AVT's Project Manager, before the Proposal to which this Annex is attached is signed.
9. Cellular reception and usage and wireless internet connection are required and needed on site for installation and press modification purposes. If either one of them is not available, Customer must notify AVT in writing in advance prior to the signature on the Proposal to which this Annex is attached, and provide other means of communication, and AVT's Project Manager must approve such other means of communication prior to the execution of the Proposal to which this Annex is attached.
10. Customer will provide AVT with a fork lift and ladders (at least two step ladders and experienced fork truck drivers), according to the needs agreed with AVT's Project Manager. This equipment will be available for AVT while AVT is on site.
11. AVT in its design (and in the pricing provided to Customer) is relying on the existing parts on the Customer's Press / Rewinder. These parts are a part of the design and any problem found in them or any issue where the Customer does not allow AVT for any reason to modify them will result in AVT needing to manufacture a new part instead of the existing one on the machine. Therefore, all costs for the new parts production, and all the lost time due to that will be covered by the Customer.
12. Customer needs to inform AVT of any delay in the installation plan. Any delay of the work caused by a late notice (of two weeks or less from the accepted start day) of the Customer, and all costs to AVT in connection with such delay (including without limitation change in travel arrangements, shipping, extra costs/penalties from external contractors, etc.) will be covered by or reimbursed by the Customer.
13. Customer shall bear any and all costs and expenses incurred by AVT, including loss of time, in connection with Customer's failure to comply with any of the foregoing.





**Exhibit B**

**Completion of Installation Form**

**Customer Name:** \_\_\_\_\_

**Installation Site Location:** \_\_\_\_\_

**AVT Product – Unit Serial Number:** \_\_\_\_\_

**Order Number:** \_\_\_\_\_

**System Type:** \_\_\_\_\_

This acceptance is based on the successful completion of the AVT Product installation in accordance with the terms of the AVT Proposal and Terms and Conditions (collectively, the “**Agreement**”).

By signing below, the undersigned hereby confirms acceptance of the AVT Product in accordance with the terms of the Agreement as of the Completion of Installation Date set forth below, including without limitation: (i) receipt of all purchased content, free of damage; (ii) completion of installation of the AVT Product at the Installation Site Location; and (iii) receipt of training (if and to the extent included in the scope of the AVT Proposal).

**Completion of Installation Date:** \_\_\_\_\_

**AVT Engineer Name:** \_\_\_\_\_

**AVT Engineer Signature:** \_\_\_\_\_

**Customer Representative Name:** \_\_\_\_\_

**Customer Representative Signature:** \_\_\_\_\_