

General Terms And Conditions-Shemen Industries LTD .

1. The introduction to this Order constitutes an integral part hereof. The Order exhausts all the agreements reached between the Parties concerning its subject matter. Any negotiations, understandings or representations that existed between the Parties prior to signing the Order shall be null and void.
2. The supplier declares and warrants that he is experienced and skillful in the supply of the products/provision of services subject matter of the Order (hereinafter as the case may be: the Products and/or the Services), and that he has the skills, knowledge, experience, means and abilities to provide the Products, spare parts or provide the Services as specified herein.
3. The supplier declares that he examined and that he knows and is familiar with the specifications of the Products or the extent of the Services he is required to provide and that he is capable of upholding all of his undertakings in full and as required pursuant to this Order.
4. The Products or the Services shall be provided in a high, precise, efficient manner in accordance with the instructions set forth by the Company's representatives while using the best means, tools and professional knowledge at their disposal.
5. Any shipment of goods shall be accompanied by a shipping certificate and/or provisional bill specifying the Order number, number of packages, number of units and the general quantity of items.
6. To avoid any doubt, the supplier agrees that the transfer of risk concerning the goods shall be done in the actual date of handover of the goods to the Company or anyone acting on its behalf and subject to receiving the goods by the Company in accordance with the provisions set forth in Section 16 in these Terms and Conditions.
7. The Supplier undertakes to keep all the required spare parts for the Products in stock at least 24 months from delivery date of the Products or parts of thereof, and replace them immediately upon the Client's request.
8. The supplier declares that the goods shall fully comply with the specifications provided in the Order that the materials used for the purpose of implementation of the Order are new and comply with the required quality, that the work is free from any defects or lack of conformity of any kind. The supplier also declares that he is not in breach of patent rights and/or intellectual property rights of any third party by merely accepting the Order and transferring the goods.
9. It is hereby agreed that the warranty period of the supplier shall be 12 months after start up or acceptance of the plant/work by the final client or 18 months from delivery date of the goods/work, whichever occurs first.
10. If and to the extent that the supplier was provided with or that he is in possession of materials and/or equipment and/or information and so on in connection with the Company (hereinafter: the Means) for the purpose of supplying the Products or providing the Services, the supplier shall use them for the purpose of executing this Order only and shall not exploit and/or use the same for any other purpose, in favor of any third party, whether during the period of implementation of the Order or thereafter. Any consideration, profit or benefit that the supplier derives while being in breach of his undertakings pursuant to this Section shall belong to the Company, kept by the supplier in trust in favor of the Company and shall be delivered to the Company immediately upon its first request. The Company shall own the Means and as long as the Means are kept by the Supplier, he shall be fully liable to maintain them in good condition. The Supplier shall return the Means to the Company upon completion of the provision of the Products or rendering the Services and shall not keep any part or copy thereof in his possession.
11. The Supplier undertakes not to make any use, directly or indirectly, in any idea, plan, product and so on that was developed for the use of the Company in connection with the supply of the Products or the provision of the Services.
12. The Supplier shall not disclose to any third party except for the purpose of executing this Order, any figure and/or information and/or other details in connection with the Company, the supply of the Products or the provision of the Services whether delivered to him by the Company and/or whether he came to know the same during the implementation of the Order. The Supplier undertakes to demand from his employees to maintain the same conduct.
13. Without derogating from any other right of the Company pursuant to the provisions set forth in this Order, and without imposing any additional liability thereon, the Company may, through its representatives, visit the Supplier, inspect the Products or Services rendered to it at all reasonable times for the purpose of reviewing the manner of their preparation/implementation by the Supplier.
14. The Supplier shall appoint a representative (hereinafter: the Supplier's Representative) who shall exclusively represent the Supplier towards the Company concerning anything related to the provisions set forth in this Order. Any instruction and/or notice delivered to the Supplier's Representative shall be deemed to have been delivered to the Supplier.
15. The Company may, modify the scope of work of the Products or Services at its sole discretion and the Supplier shall make no claim and/or demand against the Company concerning this matter unless he did not receive the consideration that was due to him for the Products or the Services he provided.
16. Inspection of the Supplier's Products or Services by the Company's representative and/or the Supplier's Representative and approval thereof shall constitute a preliminary condition for payment of the consideration or a part thereof to the Supplier. It is clarified that the aforesaid approval does not relieve the supplier from his obligations or liabilities under this order including all warranties and does not prevent the Company from claiming damages due to defects that were discovered after the aforesaid inspection.
17. In the event of goods/work that is found defective in accordance with the provisions set forth in Section 16 in these Terms and Conditions, and these defects render the work unacceptable by the Company, then payment for the goods/work shall be withheld until the goods are replaces/work is repaired by the Supplier. The Supplier shall incur all costs in connection with the aforesaid circumstances.
18. It is hereby agreed that the prices quoted in this Order include all expenses and components that are required for the purpose of a flawless supply of the Products or the execution of Services and that these prices are fixed and firm and are not subjected to any escalation what so ever including rising of prices, wages, and/or imposition and/or increase of taxes. Notwithstanding the foregoing, if consideration is calculated based upon rates specified in the Order Sections, it shall be linked to the rates and shall change in accordance with the increases/decreases therein, if any (hereinafter: Linkage).
19. The Supplier undertakes to supply the Products or render the Services in accordance with the milestones and the dates specified in the Order form and in a manner that shall be without prejudice to the Company. It is agreed that any Service in connection with which no date of implementation was set, shall be implemented by the Supplier promptly and at the earliest possible convenience.
20. The Supplier is aware that the Company's undertakings are conditional upon acceptance of the Products and implementation of the Services therefore time is of the essence.
21. Despite any other instruction contained in this Order, the Parties hereby agree that the Supplier shall bear sole liability in accordance with any law, for any injury, damage or loss that may be caused to the body and/or property of any person or legal entity including the Company and other suppliers due to any action or omission committed by the Supplier and/or its employees and/or its representatives and/or that are acting in its favor or on his behalf that are involved in the supply of the Products and/or rendering the Services. It is hereby agreed that the provisions set forth in this Section shall also apply to any injury, damage or loss that might be caused to the Supplier and its employees and/or representatives and/or anyone acting in its favor and/or on its behalf and that by signing this order it releases the Company from any liability, demand, claim and allegation as said.
22. The Parties agree and declare that there are and shall not be any employer-employee relationship established between the Company and the Supplier and/or between the Company and the Supplier's employees and/or anyone acting on his behalf, and the provisions set forth in this Order shall not give rise to such relationship with the Company. It is further agreed that in case a claim is filed against the company by any of the Supplier's employees, the Supplier shall handle the aforesaid claim at his expense and shall be liable thereof.
23. The Supplier shall make all mandatory payments required by law, in connection with the supply of the Products or the provision of the Services that apply to him and yet, if a legal instance decides to the contrary and the Company is required to do so, the Company shall deduct from the supplier any excess payment.
24. The Supplier may not transfer and/or assign and/or endorse his rights and/or duties pursuant to this Order, in whole or in part, to another or other entities, whether directly or indirectly, and he may not supply the Products or render the Services through others. If the Company approved execution of the Order through another entity, this shall not exempt the Supplier from any undertaking its obligation towards the Company in connection with the supply of the Products or the provision of the Services and he shall remain fully liable towards the Company for the aforesaid Products or provision of Services jointly and severally with the entity providing the same or that was supposed to provide the same in actuality.
25. If the Supplier failed to meet with any of his undertakings obligations to this Order, the Company shall be entitled to receive, without derogating from any of his rights by law, liquidated damages in the amount equal to 2% of the order price for each week of delay until all of the Supplier's undertakings are met.
26. The Company may, at its sole discretion, at all times and for any reason without having to provide explanations for doing so, cancel this Order immediately, in whole or in part, by delivering a written notice to the Supplier stating the date of termination. Without derogation from the foregoing, the Company is entitled to cancel the Order in each of the following events: the Supplier breached its undertakings pursuant to this Order and such breach was not remedied within 7 days from receiving a notice concerning the same; a motion for bankruptcy and/or winding up and/or receivership on the Supplier's assets was submitted and such motion as said was not stricken off within 30 days from the date of its submission; a motion was submitted for scheme of arrangement to regulate the debts of the Supplier with its creditors and/or stay of proceeding against it; a change occurred in ownership of the Supplier and/or change in control of its assets; the Supplier died and/or resolved voluntarily to wind-up its affairs. Upon cancellation of this Order as said, the Supplier shall be entitled to receive consideration for the stage, or a relative part thereof, from the Products or Services provided in actuality until the date of termination as said. Payment of this consideration shall exhaust all the amounts due to the Supplier from the Company by virtue of this Order and/or any law. Cancellation of the Order pursuant to this Section shall not give rise to any claim for damages and/or any demand and/or claim on behalf of the Supplier.
27. It is hereby clarified that no waiver, dismissal, extension or withholding from taking an action in due time on behalf of the Company shall be interpreted as waiving its rights and shall be used as an allegation or as preventing submission of a claim or taking any other action on behalf of the Company.
28. The Company shall be entitled at all times to assign its rights and duties towards the Supplier, in whole or in part, to any of its subsidiaries or affiliated companies without the Supplier's consent. Without derogating from the generality of the aforesaid, the Supplier declares that he is aware of that payments on account of the consideration pursuant to this Order may be paid to him by another entity that is related to the Company.
29. All entries in the Company's books shall be deemed accurate and shall serve as sufficient proof towards the Supplier. A copy of the aforesaid entries, approved by a Company's employee, shall serve as sufficient proof to the existence of the aforesaid entries and the accuracy of all the details specified therein.
30. The Supplier must carry a valid certificate attesting that the quality management system implemented in his firm was examined and approved by an international Standards Institution complying with International Standard ISO9001:2000 or equivalent. The Supplier undertakes to abide by all the provisions set forth in the certificate, ensure its renewal from time to time and its validity and present the Company with certificates concerning its aforesaid renewal immediately upon their receipt. If the Supplier fails to obtain the aforesaid certificate, he undertakes to act in accordance with the quality management rules practiced by the Company and obey to all requirements deriving therefrom, including compliance with quality management tests on behalf of the Company and/or the Standards Institution of Israel.
31. Without derogating from the Supplier's undertakings, the Supplier declares that he shall maintain valid product liability insurance policy throughout the warranty period as required by law, for the purpose of covering his liability by law against any claim. This insurance shall provide cover to the Supplier and/or the Client in accordance with any law against any damage and/or loss deriving from a defect, error and/or omission for any damage that might be caused to a person or to property. The insurance shall not be limited by professional liability and shall include all other insurances required from the scope of work and an extended disclosure period of no less than 6 months after the completion of supply/services.
32. The Supplier's address is as specified in the Order. Any other notice or document that the Company delivers the Supplier by mail according to his aforesaid address, shall be deemed to have been received by the Supplier 96 hours following its delivery as said. The place of jurisdiction for both supplier and company shall be TEL AVIV ISRAEL; this order shall be governed by the Israeli substantive law.