

February 4, 2025

## **MIVRAG Finishing Department - External Work – Accompanying Terms for Work Order**

- General
  1. These accompanying terms are an integral part of any agreement or work order for thermal hardening and surface treatments for corrosion protection between Mivrag Cold Pressing Technologies Ltd. and the customer. These terms are the only ones that will bind Mivrag, unless otherwise agreed in writing by Mivrag.
  
- Supply
  2. Mivrag will make its best efforts to meet the specified supply conditions, but is not responsible for delays due to "force majeure" either at Mivrag or its suppliers.
  3. Mivrag will not be responsible for delays in delivery dates caused by reasons beyond its control, as stated in section 2 above.
  
- Payment
  4. The order price will be as detailed in the relevant price quote.
  5. The customer agrees to pay Mivrag any outstanding balance immediately upon first demand, in accordance with Mivrag's accounting records which will constitute absolute proof of the debt.
  6. Without derogating from the above, if a request is filed/an order is issued for receivership and/or liquidation and/or bankruptcy and/or stay of proceedings of the debtor and/or guarantors, this will cause the entire debt to become immediately due for payment in any possible way, including by offsetting the remaining debt in the supplier account if one exists.
  7. Any payment that the customer must pay to Mivrag, including according to an order form and/or invoice, which is not paid on the specified date, will bear interest at the rate of exceptional interest customary at that time in the bank from the agreed payment date until the actual payment date. For the avoidance of doubt, it is emphasized that delivering a check or promissory note to Mivrag by the customer, for any payment, will not constitute payment execution until their full and timely redemption.
  8. The prices are based on tax rates, customs duties, and levies applicable on the date specified in the order. Any change in one or more of the above components and/or factors in Israel will be charged to the customer who will pay all resulting differences immediately upon receiving the first demand from Mivrag.
  9. The prices set at the time of ordering do not include VAT unless otherwise specified in writing by Mivrag.

- 10.** The customer will not be entitled to offset from the amount stated in the invoice any debt and/or claim they have against Mivrag, from any source and for any cause whatsoever.
  - 11.** If the customer fails to meet any obligation towards Mivrag, whether in this transaction or any other transaction, Mivrag shall be entitled to postpone the delivery dates as detailed in section 13 below or cancel orders (in whole or in part) until after the fulfillment of all the customer's obligations towards Mivrag.
  - 12.** In any case where it was agreed that the payment would be made by checks or promissory notes of the customer, the customer undertakes to endorse these checks to the order of Mivrag, and in the absence of the required endorsement, the delivery shall be considered as a "partial delivery" to the order of Mivrag. Mivrag shall have the right to postpone or refuse to accept checks or promissory notes from customers for any reason. The customer hereby waives in advance the need to send dishonor notices against any party to the checks and promissory notes.
- Right of Lien
    - 13.** Mivrag has a right of lien on all goods and merchandise of the customer delivered for work, located on its premises, to secure fulfillment of all customer obligations to Mivrag without exception, as long as the full consideration for the relevant service has not been paid.
  - Receiving Goods and Claims of Non-Conformity
    - 14.** Once the service on the goods has been performed and completed by Mivrag, the customer is obligated to receive them at the agreed time, and in the absence of an agreement, within a reasonable time after Mivrag has notified the customer of the completion of the service.
    - 15.** If the customer does not notify Mivrag in writing, within a reasonable time from the moment of delivery of the finished products and specifying the relevant invoice number, that there is a discrepancy and/or defect in the work performed and/or damage to the products, the customer will be considered to have approved the receipt of the finished products in accordance with the order. Upon approval of receipt of the products, the customer will have no claim regarding any discrepancy and/or defect and/or damage in the work performed or in the products.
    - 16.** If defects in the quality of work are discovered, and Mivrag acknowledges that the service performed is defective and/or does not match the order details, delivery note, or invoice, Mivrag will correct the defects.
    - 17.** In any case, the customer will not be entitled to reimbursement of expenses due to a defect in the service provided by Mivrag, beyond their reasonable expenses, and the reimbursement of expenses by Mivrag will not exceed the cost of performing the service.

- 18.** If the goods are lost while in Mivrag's possession, Mivrag will be liable only for loss caused by its negligence and in any case will not be liable for discrepancies in quantities in the supply of finished products.
- Mivrag's Liability
    - 19.** Apart from the above, Mivrag shall not bear any responsibility for defective goods and/or their use and/or for results that may arise due to the performance of the service.
    - 20.** Mivrag will not be liable to the customer and/or any third party for any bodily injury and/or property damage and/or financial loss and/or any other damage related to or resulting from the goods and/or use of the finished goods. In all matters relating to the aforementioned order and anything resulting from it, Mivrag's liability is limited to what is stated above only.
    - 21.** It is clarified that in any case, Mivrag's liability shall be limited to the cost of the work order.
    - 22.** Mivrag will not be responsible in any way for the goods being suitable for a specific purpose unless explicitly stated otherwise in writing to Mivrag and Mivrag has approved the customer's request in writing.
  - Changes and Returns
    - 23.** Any unilateral change by the customer to one of the order components (unit price, quantity, delivery time, credit, etc.) is not valid unless Mivrag has approved the changes in advance and in writing only.
    - 24.** Mivrag may charge the customer for transportation from its warehouses, provided that the customer has given prior written approval on the order form. From time to time, Mivrag supplies the finished goods through an external carrier. Therefore, the customer should view the carrier of the finished goods performing the shipment as the company's messenger, and delivery of the finished goods to the customer will be considered as delivery by Mivrag in all respects.
    - 25.** Unloading of goods at the customer's premises or at another site as requested by the customer is the sole responsibility of the customer, and Mivrag is not responsible for damages caused to the goods as a result of their unloading.
    - 26.** For any work order in accordance with this form, Mivrag will not accept returned goods after they have been customized to the customer's requirements.
  - Applicable Law and Jurisdiction
    - 27.** In case of disputes, exclusive jurisdiction will be with the competent courts in the Haifa district and them alone.