

General Terms and Conditions of Sale and Delivery (GT&Cs) of Becton Dickinson Israel Ltd.

1. General/Scope

- 1.1 All deliveries and services by Becton Dickinson Israel Ltd. ("Becton Dickinson") shall be made exclusively under the General Terms and Conditions of Sale and Delivery ("General Terms and Conditions") outlined below. Other provisions, in particular General Terms and Conditions of the Customer, shall not apply, regardless of whether or not they have been expressly rejected by Becton Dickinson. This shall also apply if Becton Dickinson performs a service explicitly in the knowledge of other terms and conditions.

2. Offer/Contract contents

- 2.1 Only an offer designated explicitly in writing as binding by Becton Dickinson shall be binding ("Offer"). An Offer shall only be valid for a period of four weeks from the date of issue, unless stated otherwise in the Offer. The contract between Becton Dickinson and the Customer (the "Contract") shall come into force when the Customer has signed the Offer containing these General Terms and Conditions and returned it to Becton Dickinson within the designated period; the date of receipt of the signed Offer by Becton Dickinson shall be definitive.
- 2.2 Design and configuration features contained in Offers for specific models do not represent characteristics of the state of the object to be supplied ("Goods"), unless expressly agreed otherwise by Becton Dickinson. The Customer acknowledges and agrees that Becton Dickinson shall be entitled to deviate from the descriptions in the Offer to a reasonable extent, insofar as these deviations are not of a fundamental or essential nature and the contractual purpose is not hereby restricted.
- 2.3 Becton Dickinson does not give any representations, warranties or undertakings in relation to Goods other than those set out in the Offer or in these General Terms and Conditions, and accordingly any representation, warranty or condition that might be implied or incorporated into a Contract (including under the Sales Law 1968) is excluded from the Contract to the fullest extent permitted by law.

3. Delivery, delayed delivery, default of acceptance

- 3.1 The Customer shall bear the risk of loss or damage to the Goods supplied from delivery of the Goods to the Customer.
- 3.2 Insofar as delivery times or dates have been agreed in writing as binding, they shall apply. Information provided otherwise by Becton Dickinson concerning

delivery times or delivery dates shall be non-binding. Time is not of the essence for delivery.

- 3.3 Becton Dickinson shall not be in default if a supplier does not supply correctly or in due time to Becton Dickinson. Becton Dickinson shall use reasonable efforts to mitigate the consequences for the Customer.
- 3.4 Becton Dickinson shall be entitled to make partial deliveries if acceptance of such deliveries is not unreasonable for the Customer, especially when the delivery of the remaining ordered Goods is ensured and no significant overhead or substantial additional costs are thereby incurred by the Customer (unless Becton Dickinson agrees to assume these costs). Each partial delivery may be invoiced separately.
- 3.5 Should Becton Dickinson fail to meet the binding installation date, the customer can extend their lump-sum compensation for the damage caused by the delay. The lump sum equals 0.5% of the value of the late products ('delivery value') for each full calendar week of the delay, with the total not to exceed 5% of the delivery value. Becton Dickinson retains the right to prove that the customer incurred no damage or significantly less damage.
- 3.6 The Customer shall be in default of acceptance if he does not accept the goods on the binding installation date agreed upon.
- 3.7 If the binding installation date is rescheduled once or more at the request of or due to the fault of the customer, Becton Dickinson is entitled to demand lump-sum compensation for damage caused by the default. The lump sum equals 3% of the contract value per deferral. If the newly arranged installation date is more than 8 weeks after the original binding installation date agreed, Becton Dickinson is entitled to demand storage costs in the amount of 0.1% of the contract value per week from the ninth week onwards. The customer is entitled to provide proof to the contrary that the damage incurred by Becton Dickinson is lower.
- 3.8 Should the customer culpably terminate the contract before the binding installation date is agreed, Becton Dickinson shall be entitled to lump-sum compensation of 4.5% of the contract value. For termination after the binding delivery date has been agreed, the lump-sum compensation is 25% of the contract value. The customer is entitled to produce counter-evidence proving that the cost of the damage is lower.
- 3.9 If the preferred installation date is achieved and should the customer culpably fail to agree to a binding installation date despite being requested to do so by Becton Dickinson, Becton Dickinson has the right to terminate the contract. In this case, Becton Dickinson shall be entitled to lump-sum compensation of

4.5% of the contract value. The customer is entitled to produce counter-evidence proving that the cost of the damage is lower.

4. Force majeure

If Becton Dickinson is prevented or delayed from fulfilling its contractual obligations due to an event of "force majeure", such as mobilization, war, terrorism, riots, natural disasters, epidemics, pandemics, fire or other events or circumstances outside Becton Dickinson's control, such as strikes or legal lockouts, operational or transport disruptions or raw material procurement difficulties, the agreed delivery date shall be deferred according to the duration of the delivery obstruction plus a reasonable start-up period. Becton Dickinson shall notify the Customer of the beginning and the expected end of such circumstances as soon as possible. If the impediment lasts two months or longer, both parties may terminate the Contract.

5. Commissioning

- 5.1 The customer confirms the operational handover of the Goods in a commissioning declaration.
- 5.2 The operational handover and commissioning is considered to have been completed when the specified functions offered have been or can be demonstrated in an operational test.
- 5.3 Commissioning and handover will take place on the agreed date or immediately following notification of readiness for commissioning by Becton Dickinson. Defects identified during commissioning of which Becton Dickinson has been notified shall be rectified by Becton Dickinson within a reasonable period. Non-substantial defects (i.e. defects that do not significantly impair the intended use of the Goods) shall not be a cause for failed commissioning. Commercial use of the Goods by the Customer before successful commissioning shall only be possible after staff have been trained and following written authorisation from Becton Dickinson, at its sole discretion.

6. Prices, payment terms and conditions

- 6.1 Unless otherwise agreed, the prices set out in the Offer shall include the cost of packaging and shipping, in accordance with the delivery terms set out in the Offer, which reference the terms of "Incoterms 2020". All payments shall be made to BD Israel in New Israeli Shekel, unless expressly agreed otherwise by Becton Dickinson, in writing. If payments are made in US Dol-

lars, such payments shall be calculated in accordance with the US Dollar – NIS exchange rate published by the Bank of Israel on the date of the relevant invoice. All prices are exclusive of value added taxes, which shall be added to each payment at the applicable statutory rate, against a duly issued tax invoice by Becton Dickinson.

6.2 The payment terms shall be set out in the relevant Offer.

6.3 If the payment period is exceeded by more than seven (7) days, the Customer shall be in material default without any further reminder, and without prejudice to any other rights or remedies available to Becton Dickinson under these General Terms and Conditions, the Contract or any law, Becton Dickinson may, after giving the Customer at least 14 days' prior written notice, terminate the Contract and rescind any Goods previously delivered to the Customer. Receipt in the specified account of the amount stated on the invoice shall be decisive for determining punctual payment.

6.4 All payments shall be subject to deduction of withholding taxes at source, unless Becton Dickinson presents the Customer with a tax withholding or exemption certificate, that has been validly issued by the Israeli Tax Authority (a "WHT Certificate"), in which case all payments shall be subject to deduction of withholding taxes at source only insofar as such deduction is required by the WHT Certificate. Except as expressly set out in this Section 6.4, no payment shall be subject to any set-off, withholder or deduction.

7. Warranty rights

7.1 If Customer properly notifies Becton Dickinson in writing during the relevant warranty period that Goods are defective, Becton Dickinson shall have the option of remedying the defect or providing replacement goods (in whole or in part). In either case, the remaining portion of the original warranty period shall commence on the return of the remedied goods or on delivery of replacement goods, as applicable. In these General Terms and Conditions, the term "defective" shall mean that the Goods contain a fault, error, interruption or other failure which does not permit the Goods to operate substantially in accordance with the specifications of such Goods, provided such fault, error, interruption or failure is not a result of, or has not been exacerbated by any of the following:

- Interventions or repairs by the Customer or unauthorized third parties;
- Misuse;
- Unauthorized modifications, adaptations or repairs;
- Operation of the Goods in environments that are not compatible with the specifications of the Goods (for example, with regard to electricity, temperature and other specifications);
- Relocation of the Goods by persons not employed or authorized by Becton Dickinson;
- Excessive load on the Goods outside their specifications;
- The use of consumables and accessories which are not compatible with the specifications of the Goods;
- Vandalism, fire, water damage, lightning, accident, force majeure; or
- Unauthorized use of the Goods prior to their successful commissioning.

7.2 If the remedied or replacement Goods are also defective, the Customer can within the original warranty period return the Goods and terminate the Contract. Alternatively, Becton Dickinson may, at its sole discretion, make an appropriate reduction in the purchase price.

7.3 Sections 7.1 and 7.2 set out Becton Dickinson's sole obligations and Customer's sole remedies in respect of defective Goods.

7.4 The Customer shall bear the appropriate costs of an improper assertion of warranty rights (e.g., if the

Goods were found by Becton Dickinson to not be defective); the same shall apply if Becton Dickinson undertakes work in relation such rights without being required to do so.

7.5 The warranty period for goods shall be twelve months from delivery unless expressly agreed otherwise in writing.

7.6 If the supply of used Goods is agreed in individual cases, the warranty period shall be 30 days and goods shall not be considered defective to the extent that an alleged defect relates to issue(s) that were brought to Customer's attention, or of which Customer ought reasonably have been aware, prior to the date of delivery.

8. Limitation of Liability

8.1 Subject to Section 8.4, Becton Dickinson shall not be liable under or in connection with a Contract for the sale of any Goods or the provision of associated maintenance or services, under any theory of law (whether in contract or tort, including in negligence), for any: (a) loss of profit, business, revenue, anticipated savings or goodwill, in each case whether direct or indirect; or (b) any type of special, indirect or consequential loss or damage (including business interruption).

8.2 Subject to Section 8.4, the maximum aggregate liability of Becton Dickinson under or in connection with a Contract for the sale of the Goods or the provision of associated maintenance or services, under any theory of law (whether in contract or tort, including in negligence), shall be limited to the amount of the purchase price of the Goods to which such liability relates.

8.3 Subject to Section 8.4 and without prejudice to Sections 7.5 and 7.6, Becton Dickinson shall not be liable for any loss or damage in relation to Goods or related services provided by Becton Dickinson unless Becton Dickinson receives a written claim within twelve months of the date on which the Customer became aware of the circumstances substantiating the claim. Regardless of the Customer's knowledge, the claim shall become time-barred three years after delivery. This Section 8.3 constitutes an express consent on a reduced limitations period compared to the limitations period set out in the Limitations Law, 1958.

8.4 Nothing in these General Terms and Conditions shall restrict or exclude Becton Dickinson's liability: (a) in respect of fraudulent misrepresentation; (b) for death or personal injury caused by negligence; or (c) any other liability of Becton Dickinson which may not be lawfully excluded or limited.

9. Intellectual property rights

All intellectual property rights associated with the delivered Goods remain with Becton Dickinson or its suppliers or sub-suppliers, including companies associated with Becton Dickinson or group companies of Becton Dickinson, and belong exclusively to Becton Dickinson or if appropriate its suppliers or sub-suppliers. This includes copyright, patent, trademark, design rights, know-how, rights to trademarks, database rights and exclusive licensing rights.

10. Retention of title

10.1 Becton Dickinson shall retain title to delivered Goods until (a) the Customer has paid Becton Dickinson in full for such Goods pursuant to Section 6; and (b) no other sums are then outstanding from the Customer to Becton Dickinson on any account whatever, whether or not such sums have become due for payment ("Retained Title Goods").

10.2 While property in the Retained Title Goods remains with Becton Dickinson pursuant to this Section, the Customer shall: (a) hold the Retained Title Goods on a fiduciary basis only and as bailee for Becton Dickinson; (b) store the Retained Title Goods in good condition

and separately from its own goods and those of any other person so that they remain readily identifiable as Becton Dickinson's property; and (c) insure the Retained Title Goods to their full value against "All Risks" to the reasonable satisfaction of Becton Dickinson; provided that the Customer may use the Retained Title Goods in the ordinary course of its business, but may not otherwise sell, part with possession of, or otherwise dispose of the Retained Title Goods until title to them has passed to the Customer pursuant to Section 10.1. In addition, Becton Dickinson shall be entitled to enter any premises of the Customer or of any third party where the Retained Title Goods are stored, during regular working hours and subject to reasonable prior notice, to supervise the condition of any Retained Title Goods.

10.3 If before title to the Retained Title Goods passes to the Customer the Customer becomes subject to any of the events listed in Section 11.1, or Becton Dickinson reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, without limiting any other right or remedy Becton Dickinson may have, Becton Dickinson may at any time require the Customer to deliver up the Retained Title Goods and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Retained Title Goods are stored in order to recover them. The Customer gives Becton Dickinson irrevocable authority to enter its premises without notice for the purpose of collecting and removing the Retained Title Goods in accordance with this Section

11. Miscellaneous/Final provisions

11.1 Becton Dickinson may cancel or suspend all further deliveries under any Contract with the Customer and/or terminate a Contract, in each case without incurring any liability to the Customer, if at any time: (a) the Customer fails to pay for the Goods in accordance with Section 6; (b) the Customer fails to pay any other debt due and payable to Becton Dickinson by the relevant due date; (c) the Customer commits a material breach of these General Terms and Conditions or the Contract; (d) any attachment is levied upon any of the Customer's goods; (e) a petition is presented, order made, meeting convened, resolution passed or any step is taken by any person (including Becton Dickinson or the Customer) for an order for the commencement of proceedings pursuant to the Insolvency and Rehabilitation Law, 2018 or otherwise with a view to the winding up (whether solvent or insolvent) of the Customer, or the Customer ceases or threatens to cease to carry on all or a material part of its business; or (f) the Customer stops or suspends or threatens to suspend payment of all or a material part of its debts, or is unable to pay its debts, or is deemed unable to do so under any applicable law.

11.2 The Customer may not assign or transfer (in whole or part) its rights and/or obligations under these General Terms and Conditions or the Contract without the prior written consent of Becton Dickinson. Becton Dickinson may assign its rights and/or obligations (in whole or part) to any affiliated company or third party.

11.3 The parties submit to the exclusive jurisdiction of the competent courts of the Tel-Aviv or Central Districts in Israel for all disputes in connection with the interpretation, enforceability or termination of any Contract or in relation to any delivery of Goods or related services.

11.4 These General Terms and Conditions and all Contracts formed under them shall be governed by and construed in accordance with the laws of the State of Israel, to the exclusion of the UN Sales Convention (CISG).

11.5 If any individual provision of these General Terms & Conditions is or becomes ineffective in full or in part, the validity of the remaining provisions shall remain unaffected.

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