

## Rivulis General Terms and Conditions

1. **Acceptance.** Placement of any order from any of Rivulis subsidiaries ("Rivulis") constitutes acceptance of these Terms and Conditions of Sale ("Terms and Conditions"). Except for these Terms & Conditions, no other purchase order, sales agreement, terms and conditions or other agreement shall bind Rivulis unless signed by Rivulis in writing. No order or agreement may be canceled or changed without Rivulis's prior written consent.
2. **Prices.** The prices charged for products shall be those agreed to and acknowledged by Rivulis in its sole discretion upon acceptance of a sales agreement or purchase order. Notwithstanding the preceding sentence, Rivulis reserves the right to re-price the products already ordered if any of the following apply: (1) Purchaser schedules delivery of the products more than 90 days from the date Rivulis accepted the order, (2) Rivulis notified the Purchaser that the products are available for delivery on or before the originally requested shipping date and Purchaser does not take delivery of the Products within 15 days of the originally requested shipping date, (3) Purchaser does not take delivery within 15 days of the date the Purchaser is notified by Rivulis that the products are available for delivery, if that date is after the requested shipping date, or (4) a Force Majeure Event substantially increases the cost or decreases the availability of a product or a material input for that product. Rivulis reserves the right to change pricing and terms of sale from time to time upon its sole discretion.

All prices are EXW Rivulis plant, and do not include shipping, special packaging, insurance, taxes, duties and other similar charges, unless agreed otherwise in writing between Rivulis and Purchaser, and such agreement on delivery method and incoterms are as expressly set forth therein.

3. **Taxes.** In addition to the price of the products, Purchaser assumes and agrees to pay Rivulis, and to hold Rivulis harmless from and against all duties, imports, fines, sales, use, excise or other taxes or assessments imposed upon the products or any sales transaction by any national, state or local authority.
4. **Terms of Payment.** Rivulis shall invoice Purchaser upon shipment of products covered by the invoice and payment shall be received by the due date for payment on the invoice ("Due Date"). If the Due Date falls on a weekend or national holiday, the payment must be received on the next business day. Unless payment is received by Rivulis within 5 days of the Due Date, Rivulis shall be entitled to charge a service charge of up to the applicable late payment or default interest rate published by the central bank in the Purchaser's country plus 4% per annum compounded monthly and calculated daily from the due date until date of full payment, or the maximum rate permitted by applicable law, whichever is lower, shall be paid by Purchaser upon all late payments.
5. **Title to Goods.** Title to the purchased products shall pass to Purchaser only upon full payment to Rivulis for the purchased products.
6. **Security Interest.** Rivulis shall be deemed to acquire a security interest in the products, which security interest shall extend to all parts, repairs, and accessories now or thereafter attached to the products, and to all proceeds therefrom, including, without limitation, accounts, general intangible and chattel paper, to secure payments to Rivulis of all monies now or hereafter owed by Purchaser to Rivulis in connection with sale of the products to Purchaser. Purchaser agrees to execute and deliver whatever documents Rivulis may require in order to enable Rivulis to perfect its security interest. Purchaser's failure to pay all amounts owed to Rivulis in full and when due shall constitute a breach of the agreement with Rivulis and shall give Rivulis all rights of a secured party under applicable law in addition to any other right under these General Terms and Conditions and/or applicable law and/or any other agreement in effect between Rivulis and Purchaser.
7. **Risk of Loss.** Risk of loss of or damage to the Products shall pass from Rivulis to Purchaser in accordance with the applicable Incoterms specified in Rivulis order confirmation or other contractual document governing the transaction. From the moment risk passes to Purchaser, Purchaser shall bear all risks of loss, damage, delay, or deterioration of the Products, regardless of any reservation of title or payment terms.
8. **Product and Packaging Changes.** Rivulis reserves the right to make changes of any kind to the products, packaging, and brand names, which it deems necessary or appropriate in its sole discretion, without providing notice to Purchaser.
9. **Limited Warranty.** All Products purchased from Rivulis are subject to the then-effective, Limited Product Warranty of Rivulis (the "Warranty"). For Rivulis Warranty see: [http://www.rivulis.com/limited\\_warranty/](http://www.rivulis.com/limited_warranty/). The sole warranty provided by Rivulis for the products is specified in the Warranty. In case of any contradiction between the terms and conditions herein and the terms and conditions of the Warranty, the terms and conditions of the Warranty will

prevail.

10. **Limitation of Liability.** Rivulis and its affiliates, successors and assigns, and each of their respective directors, officers, employees, and agents shall in no event be liable to Purchaser for any claim for direct, indirect, special, incidental, punitive or consequential damages of any types resulting from or relating to these Terms and Conditions of Sale and/or Rivulis's supply or sale of the products to Purchaser. In any case, Rivulis total liability shall not exceed the price paid by the Purchaser for the products.
11. **Severability.** The invalidity, in whole or in part or any of these terms or conditions, shall not affect the validity or enforceability of any other term or condition.
12. **Applicable Law.** These Terms and Conditions and any dispute arising out of or in connection with them shall be governed by and construed in accordance with the laws of the country (and state/province if applicable) where the Seller is incorporated, without regard to its conflict of law principles.  
  
For the purpose of these Terms and Conditions, the "Seller" is defined as the specific subsidiary or affiliate within Rivulis that is identified on the purchase invoice or sales receipt provided at the time of the purchase of the product.
13. **Jurisdiction/Venue.** The courts of the country where the Seller is incorporated shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms and Conditions. The Parties may agree separately in writing on another venue for dispute resolution (such as arbitration).
14. **No Assignment.** Purchaser may not transfer or assign any of its rights or obligations hereunder without Rivulis's prior written consent. Rivulis may transfer or assign any of its rights or obligations hereunder without Purchaser's prior written consent.
15. **Headings.** The paragraph headings in these terms and conditions are for convenience only, and form no part of these terms and conditions, or any other agreement. Such paragraph headings are without legal effect.
16. **Notice.** Any notice or other communication required or permitted hereunder shall be sufficient if given in writing by registered or certified mail, return receipt requested, postage prepaid, and addressed to Purchaser at its address (as it may appear in Rivulis's records), or to Rivulis via the registered address of the Seller. Alternatively, notice may be provided in writing by facsimile transmission to Purchaser at its place of business. Rivulis Notice shall be effective upon receipt.
17. **Waiver.** Rivulis's failure to insist, in one or more instances, upon the performance of any of the foregoing terms or conditions shall not be construed as a waiver or relinquishment of Rivulis's right to such performance, and Purchaser's obligation shall continue in full force and effect.
18. **Amendment.** Any change to any of the terms and conditions under this General Terms and Conditions can be made only by written agreement executed by Rivulis and the Purchaser.
19. **Force Majeure.** Rivulis shall have no liability for delay, failure, or refusal to accept Purchaser's orders or to ship products to Purchaser if the delay, failure, or refusal results from a Force Majeure Event. "Force Majeure Event" shall mean any of the following: (1) capacity restraints, demand in excess of available supply, labor strikes or lockouts, blockade, war, act of terrorism, riot, natural disaster, acts of government, pandemic, accidents, fire, flood, failure or diminishment of power or of telecommunications or data networks or services, or refusal of approval of a license by a government agency; or (2) any other causes beyond Rivulis's reasonable control. A force Majeure event substantially increases the cost or decreases the availability of a product or a material for that product.
20. **Use.** Purchaser acknowledges that all products purchased shall not be used other than for its intended use.
21. **Export/Import.** All sales hereunder shall at all times be subject to the export control laws and regulations of the Seller's country and any amendments thereof. Purchaser agrees that it shall not make any disposition, by way of trans-shipment, re-export, diversion or otherwise, except as said laws and regulations may expressly permit of original goods purchased from Rivulis, other than to the ultimate country of destination specified on Purchaser's order and/or declared as the country of ultimate destination on Rivulis's invoices.
22. **Anti-Bribery Laws.** Purchaser represents, warrants and covenants that it has not paid, offered or agreed to pay, authorized the giving of, or caused to be paid, directly or indirectly, money or anything of value to any government official in connection with the purchase and any resale of the products ordered and further that it has not and will not violate any anti-bribery laws in connection with the purchase and any resale of the products.
23. **Intellectual Property.** All intellectual property in the products and related trademarks are exclusively and solely owned by Rivulis. Purchaser acknowledges that it has no right, title, licenses, or interest in Rivulis's trademarks, trade names, copyrights, patents, or other intellectual property, and that it will take no action to register or otherwise interfere with such rights of Rivulis.

24. **Relationship of the Parties.** Purchaser acknowledges and agrees that it is an independent contractor and that it is not an employee, agent, representative, franchisee, partner, or joint venture of or with Rivulis, has not paid and will not pay a franchise fee to Rivulis, and is free to operate its business in accordance with its independent business judgment, provided that in doing so it does not violate any provision of these Terms and Conditions of Sale. Purchaser has no authority to bind Rivulis by representations, statements, agreements, conduct, or in any matter whatsoever. Rivulis shall not be liable for any debts, accounts, obligations, or other liabilities of Purchaser, its agents, employees, or representatives. It is expressly recognized that no fiduciary relationship exists between the parties.
25. **Entire Agreement.** Except as otherwise expressly provided herein, and in any agreement signed by Rivulis and Purchaser these General Terms and Conditions, together with any other terms and conditions provided by the Rivulis to Purchaser on an invoice or purchase order constitute the entire agreement between Rivulis and Purchaser with respect to the sale of products and supersede all prior representations, understandings and agreements with respect to such sale. Unless otherwise specifically specified in these General terms and Conditions, these General Terms and Conditions shall prevail over those of any invoice, purchase order, agreement, or other document or understanding of Purchaser pertaining to the sale of products and services by Rivulis to Purchaser.

February 2026