

## **General Terms and Conditions of Purchase**

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## **1. Introduction**

- 1.1. These General Terms and Conditions (the “**General Terms**”) form an integral part of any engagement of NOGA – Israel Independent System Operator Ltd. (the “**Company**”) and its various Suppliers (“**Suppliers**”).
- 1.2. The General Terms shall apply to any agreement between the Company and any Supplier, whether for the supply of goods or the provision of services, unless explicitly stated otherwise in a written agreement between the parties. Accordingly, the term “goods” shall also refer to any tangible product resulting from the provision of services, including documents, surveys, plans, and any written or recorded product in any form.
- 1.3. In the event of a conflict between the General Terms and any special terms set forth in an agreement between the parties or in a request for proposals prepared by the Company, the special terms shall prevail.
- 1.4. The Supplier’s confirmation of a purchase order or the commencement of the execution of a purchase order (whichever occurs first) shall constitute an agreement to the applicability of these General Terms (a “**Purchase Order**”).
- 1.5. The Company may amend the provisions of the General Terms from time to time. Any amendment and/or update to the General Terms shall become effective upon publication on the Company’s website and shall apply from that date onward. For Purchase Orders approved prior to the amendment/update, the provisions of the General Terms in their version in effect at the time of approval of the Purchase Order or the commencement of its execution (whichever occurs first) shall apply.

## **2. Consideration, Invoices, and Payment Terms**

- 2.1. The price indicated in the Purchase Order is fixed and final. The price shall include the supply of services and/or goods (including all parts, equipment, plans, professional knowledge, data, code, information, and/or other necessary components required for the operation of the goods), required inspections, warranty, packaging and labeling costs, shipping costs, and all applicable taxes and fees, except for VAT. No additional payment beyond the price shall be made.
- 2.2. The invoice shall be submitted through the Company’s Supplier portal and shall be digitally signed. The invoice shall include the following information: (a) invoice date;

(b) invoice number; (c) VAT-registered business (or authorized dealer) number; (d) description of the goods and/or services; (e) Purchase Order number.

- 2.3. The payment of a price indicated in the Purchase Order in a foreign currency shall be made in New Israeli Shekels and calculated based on the representative exchange rate of the foreign currency as determined by the Bank of Israel on the date of invoice issuance.
- 2.4. Payment to the Supplier shall be made on a net thirty (30) days basis from the date of invoice submission through the Company's Supplier portal, subject to the Company's approval that the goods and/or services have been delivered/performed to the satisfaction of the Company.
- 2.5. For financial and payment inquiries, the Company may be contacted via email at [invoice@noga-iso.co.il](mailto:invoice@noga-iso.co.il) or by phone at +972-74-7720500, Sunday through Thursday between 9:00 a.m. and 11:00 a.m. (Israel time).

### **3. Delivery of Goods, Packaging and Shipping**

- 3.1. The Supplier shall deliver the goods to the Company's site, unless otherwise agreed between the parties, at its own expense and risk, in prior coordination with the Company, during working hours and in accordance with the Company's standard working procedures.
- 3.2. The Supplier shall be responsible for the packaging of the product, its loading, and delivery to the Company at its own expense, unless otherwise agreed between the parties. The Supplier shall package the goods in accordance with the commercially accepted practices for packaging goods of that type, ensuring the integrity of the goods during transit and storage. The Supplier shall mark the packaging with the Purchase Order number. Packaging containing hazardous materials or requiring special transportation or storage must be marked as required by the relevant standards and/or law.
- 3.3. The goods shall be accompanied by a delivery note bearing the Purchase Order number and the quantity of items supplied.
- 3.4. The Company's signature on the delivery note shall constitute acknowledgment of the receipt of the goods only. The Company's signature shall not constitute acknowledgment or confirmation of the correctness of the quantity delivered, the

quality of the goods, or their compliance with the Purchase Order and specification or the Supplier's warranty terms.

#### **4. Changes**

- 4.1. The Company shall have the right to make changes to a Purchase Order that has not yet been delivered, and the Supplier shall provide the goods and/or services in accordance with the changes. The Company's request for changes shall be in writing.
- 4.2. The Supplier shall notify the Company within seven (7) days of receiving the request for changes regarding any updates to the price and/or schedule (including any price reductions and/or acceleration of timelines) required due to the changes. The said changes shall be agreed upon in writing by amending the Purchase Order or by signing a new Purchase Order, as agreed by the parties.

#### **5. Schedule and Delivery Date**

- 5.1. The delivery schedule of goods and/or performance of services, including the delivery and/or performance dates, shall be as specified in the Purchase Order. The Supplier undertakes to comply with the schedule.
- 5.2. A Supplier that wishes to change the schedule specified in the Purchase Order must submit a request for approval to the Company, detailing the reasons for the request. The Company may refuse to approve any changes to the schedule.
- 5.3. The Supplier shall not deliver the goods or perform the services earlier than the agreed-upon date without the Company's consent. In any case, the Supplier shall not be entitled to any bonuses or additional payments for early delivery of goods and/or performance of services.
- 5.4. The Supplier shall immediately update the Company in writing about any event that may delay the delivery schedule of goods or performance of services. The Supplier shall not be entitled to an extension of the schedule and shall take all measures to minimize the delay in the schedule for the delivery of goods and/or performance of services.
- 5.5. Notwithstanding the provisions of Section 5.1, the Company shall have the right to postpone the delivery of goods and/or performance of services for a period of up to six (6) months, at no cost; and shall have the right to instruct the Supplier to cease

supplying the goods (or any part thereof) and/or performing the services (or any part thereof), in case the Supplier has already started their delivery or performance, for a period of up to ninety (90) days, at no cost.

- 5.6. Notwithstanding the provisions of Section 5.1, the Company shall have the right to accelerate the schedule for the delivery of goods and/or performance of services, subject to the Supplier's ability to meet said schedule. If the new delivery date does not fall within two (2) months from the date the Supplier is notified of the acceleration of the delivery schedule, the change shall be at no cost; if the new delivery date falls within the two (2) months from the date the Supplier is notified, the Supplier shall notify the Company within seven (7) days of receiving the notification regarding the price update (including price reduction) required due to the change.

## **6. Liquidated Damages for Schedule Delay**

- 6.1. If the Supplier fails to deliver the goods on the scheduled date specified in the Purchase Order, and/or it is delayed in providing the services according to the schedule agreed between the parties, and/or the Supplier's work is not completed on the date agreed between the parties, the Company may charge the Supplier liquidated damages in the amount of half a percent (0.5%) of the value of the goods not yet delivered or the value of the services not yet performed (as applicable) for each week of delay (the "**Liquidated Damages**"). For the purpose of this Section 6, any partial week shall be deemed a full week.
- 6.2. In case of cancellation of the Purchase Order by the Company due to the delay in delivering the goods and/or providing the services, the Company shall have the right to recover from the Supplier Liquidated Damages for the period following the seventh (7<sup>th</sup>) day of the scheduled delivery and/or performance date through the date on which the Company notified the Supplier of the cancellation of the Purchase Order in accordance with Section 21.1.1 below.
- 6.3. In any case, the maximum cumulative Liquidated Damages payable by the Supplier shall not exceed twenty percent (20%) of the value of the goods and/or services under the Purchase Order.
- 6.4. The Liquidated Damages shall be paid in New Israeli Shekels. If the price in the Purchase Order is indicated in a foreign currency, the Liquidated Damages shall be

calculated according to the representative exchange rate of the foreign currency as determined by the Bank of Israel on the actual delivery date or, if the Company notifies the Supplier of the cancellation of the Purchase Order in accordance with Section 21.1.1 below, on the actual payment date of the Liquidated Damages.

6.5. The Company may recover from the Supplier the Liquidated Damages in any of the following ways:

6.5.1. invoicing the Supplier;

6.5.2. deducting from or offsetting against any future payment due to the Supplier from the Company, according to any purchase order or agreement between the parties;

6.5.3. forfeiture of a guarantee provided by the Supplier in connection with the Purchase Order, if provided; or

6.5.4. any other method permitted to the Company by law.

6.6. Nothing in the provisions of this Section 6, including the collection of the Liquidated Damages, shall derogate from any right, remedy, or action available to the Company under the General Terms and/or under any applicable law.

## **7. Inspection, Acceptance Test, and Refusal of Goods**

7.1. The Company and/or its representatives shall have the right to access the Supplier's premises at any time, with reasonable prior notice, to examine the Supplier's compliance with the terms of the Purchase Order and/or the General Terms. The Supplier shall assist the Company in carrying out the required inspections at the Supplier's premises, including through the use of the Supplier's control and testing facilities.

7.2. The Company may, but is not obligated to, inspect the goods upon receipt at the agreed-upon delivery location. The Company shall have the right to refuse to accept the goods if the goods, or any part thereof, do not fully comply with the Purchase Order or with the relevant specifications and/or requirements, or if any defect is found in the goods or any part thereof.

7.3. The Company shall notify the Supplier of any goods it has refused to accept, and the Supplier shall collect the goods from the delivery location at its own expense and

responsibility within ten (10) working days. If the Supplier does not collect the goods within this time frame, the Company may return the goods to the Supplier's site at the Supplier's expense.

- 7.4. Goods that the Company has refused to accept shall be considered as goods not delivered according to the delivery schedule, and the provisions of Section 6 shall apply.
- 7.5. Nothing in the provisions of this Section 7 shall derogate from any right or remedy available to the Company under this General Terms and/or by law, including in cases where the non-compliance or defect is discovered after the goods have been delivered and after the Company has approved their acceptance. Failure to inspect the goods and/or acceptance of the goods after inspection shall not relieve the Supplier of its obligations and responsibilities.

## **8. Transfer of Title and Risk; Commencement of License Validity and Warranty Period**

- 8.1. Transfer of title shall take place upon the arrival of the goods at the Company's site or the agreed delivery location, and shall be subject to the Company's approval of the acceptance of the goods.
- 8.2. The transfer of risk shall occur upon the transfer of title.
- 8.3. Notwithstanding the provisions of Sections 8.1 and 8.2, for the provision of computing services, software, or technological hardware (excluding software licensing), title and risk shall transfer to the Company upon the installation of the goods at the Company's premises, subject to the Company's confirmation that installation has been carried out to its satisfaction. The validity of any license and any warranty period provided by the Supplier shall commence upon such confirmation.

## **9. Supplier's Responsibilities and Warranties**

- 9.1. The Supplier warrants that it shall supply the goods and/or perform the services in a professional, diligent, and careful manner, and it shall comply with the Company's instructions.
- 9.2. The Supplier warrants that the goods supplied and/or the services performed: (a) comply with all the specifications and requirements presented by the Supplier or presented by the Company and approved by the Supplier, as well as with all the

requirements and terms outlined in the Purchase Order; and (b) are of good quality and free from defects. For the avoidance of doubt, it is clarified that the Supplier is responsible for supplying all parts and components necessary for the full functionality of the goods, even if not explicitly specified in the Purchase Order.

- 9.3. For the provision of computing services, software, or technological hardware, in addition to its responsibilities and warranties under Section 9.2 above, the Supplier shall be responsible for providing software updates, debugging, and providing security updates and patches in the event of a security vulnerability. Such updates shall be provided within a reasonable period not exceeding thirty (30) days, and in a case of a critical breach – within seven (7) days. Additionally, the Supplier shall update the supplied system in accordance with industry standards and/or its customary practice for similar systems.
- 9.4. The Supplier undertakes to repair or replace, at the Company's discretion, the goods or any parts thereof in which a defect or non-compliance was discovered, and/or to re-perform the services in such a case, at its own expense. The Supplier shall complete such repair, replacement, or re-performance as soon as possible and no later than fourteen (14) working days from the date the Company notifies the Supplier of the defect or non-compliance.
- 9.5. If the Supplier fails to perform the repair or replacement or to re-perform the services to the Company's satisfaction, the Company may, but is not obligated to, carry out such repair, replacement, or reperformance itself or through a third party, at the Supplier's expense. Nothing in this section shall limit the Company's right to recover damages from the Supplier for any losses incurred due to the need for such repair, replacement, or re-performance by other means.
- 9.6. The Supplier's warranty shall be valid for at least twelve (12) months, commencing on the date the Company receives the goods or the completion date of the services, whichever is applicable ("**Warranty Period**"). In the event of a defect or non-compliance, the Warranty Period shall be extended by the period equivalent to the time from the Company's notification of the defect or non-compliance until the defect or non-compliance is repaired, the goods are replaced by the Supplier, or the services are re-performed to the Company's satisfaction. In any case, following such repair, replacement, or re-performance, the remaining Warranty Period shall not be less than six (6) months.



- 9.7. Notwithstanding the provisions of Section 9.6, if the defect or non-compliance could not have been discovered through a reasonable inspection, the Supplier's warranty shall not be subject to any time limitation. The limitations set forth in Section 15 of the Sale Law, 1968 ("Hidden Defect"), which limit the Company's rights in the event of failure to inspect or notify, shall not apply.
- 9.8. Nothing in this Section 9 shall derogate from any right, remedy, or action available to the Company under the General Terms and/or applicable law.

## **10. Liability and Insurance**

- 10.1. The Supplier shall be liable for any physical injury, property damage, or any other loss, damage, liability, or harm arising from the performance of the Supplier's obligations under the Purchase Order and/or the General Terms.
- 10.2. The Supplier shall indemnify and hold harmless the Company for any amounts the Company is obligated to pay under a court judgment, including all of the Company's actual expenses related to the legal process (such as legal fees and reasonable attorney fees), for direct damage caused to the Company as a result of the Supplier's actions or omissions related to the services.
- 10.3. The Company shall not be liable for any loss or damage caused to property owned or held by the Supplier, unless such loss or damage was caused intentionally by the Company or its representatives.
- 10.4. The Supplier shall obtain, at its own expense, appropriate insurance policies to cover any liability arising in connection with the Purchase Order, including product liability insurance, cyber insurance, professional liability insurance, employer's liability insurance, and third-party liability insurance, as applicable. The insurance policies shall be in effect at the time of signing the Purchase Order and shall remain valid for sixty (60) days after its completion. Product liability and professional liability insurance policies shall include a disclosure period of twelve (12) months after the insurance expiration date, unless alternative insurance providing equivalent coverage is obtained.
- 10.5. The Supplier's insurance shall provide primary and non-contributory coverage, without seeking contribution from any insurance maintained by the Company, and shall include a waiver of subrogation in favor of the Company, under which the

Supplier's insurers irrevocably waive any claim, demand, or lawsuit against the Company or its insurers for contribution or recovery.

- 10.6. If the goods or any part thereof, or the services or any part thereof, are supplied by a subcontractor of the Supplier, the Supplier must ensure that the subcontractor obtains appropriate insurance policies as described in this Section 10. For the avoidance of doubt, it is hereby clarified that the Supplier bears full responsibility for the supply of the goods and/or the performance of the services, and shall be liable to indemnify, defend, and hold the Company harmless from and against any damage caused, directly or indirectly, by the subcontractor, regardless of whether the Supplier and/or the subcontractor actually obtained the required insurance policies.

## **11. Quality Assurance**

- 11.1. The Supplier shall implement and maintain quality management processes in accordance with the Company's requirements and shall at least obtain and maintain ISO 9001 certification.
- 11.2. For the provision of computing services, software, or technological hardware, the Supplier shall perform quality assurance (QA) tests as customary in the relevant field and shall conduct penetration tests by an external security company, all in accordance with the Company's requirements.
- 11.3. The Supplier warrants that all goods supplied shall be new, unused, and free from defects, and shall not be refurbished or repaired.
- 11.4. The Supplier warrants that all goods and/or services shall be manufactured and/or performed in accordance with the highest degree of professionalism and competence customary in the field, and shall meet all the requirements and standards specified in the Purchase Order.
- 11.5. The documents provided by the Supplier, along with the goods, shall be up-to-date and accurate, enabling the Company to properly operate and maintain the goods.
- 11.6. The Supplier undertakes to include provisions similar to those in Section 11 in its agreements with subcontractors and contractors.

## **12. Confidentiality and Information Security**

- 12.1. The Supplier undertakes to keep all Confidential Information (as defined below) strictly confidential and not to disclose any Confidential Information to any third party not authorized by the Company in advance and in writing. The Supplier shall not use the Confidential Information except for the purpose of supplying the goods or performing the services. For the purpose of this Section 0, the term “**Confidential Information**” shall include any information relating to the Company and/or to entities affiliated with the Company, whether disclosed directly or indirectly by the Company to the Supplier, or acquired by the Supplier in connection with the Purchase Order. Confidential Information shall not include any information that is generally known to the public, information known to the Supplier from a source other than the Company (without breach of confidentiality), or information required to be disclosed in accordance with the applicable law.
- 12.2. The Supplier represents that it is aware that failure to fulfill its obligations under Section 0 may constitute, *inter alia*, an offense under Chapter 7, Section 5 (Official Secrets) of the Penal Law, 5737-1977.
- 12.3. Without derogating from its responsibilities under the General Terms and any applicable law, the Supplier shall take all appropriate measures at its disposal to maintain a high level of security for all information and documents related to the supply of goods and/or performance of services. The Supplier shall also comply with any reasonable security measures required by the Company and, at the Company’s request, shall delete any Company-related information in its possession from all electronic, physical, or other media, including backup copies.
- 12.4. In the event of any unauthorized disclosure of Confidential Information, the Supplier shall promptly notify the Company as soon as possible after such a disclosure.
- 12.5. The Supplier undertakes to inform all its employees and subcontractors of the provisions of Section 0 and shall be responsible for ensuring that they maintain confidentiality as outlined in this section.
- 12.6. The Company hereby reserves its right to require the Supplier to comply with additional data security requirements, at the Company’s discretion. In such a case, the Company may require the Supplier and/or its employees to sign an additional data security appendix.

### **13. Privacy and Protection of Personal Information**

- 13.1. The Supplier undertakes to act in full compliance with the provisions of the Protection of Privacy Law, 5741-1981 and Protection of Privacy Regulations (Data Security), 5777-2017, with respect to any personal information concerning the Company's employees and any other data subjects. Without derogating from the generality of the foregoing, to the extent that the Supplier is granted access to, or is required to process, information contained in the Company's databases, the Supplier shall comply with the requirements of Section 15 of the Protection of Privacy Regulations (Data Security), including but not limited to, restricting access to and processing of such information strictly for the purposes of the engagement with the Company; implementing appropriate data security measures; obtaining confidentiality undertakings from its personnel; and reporting any security incidents to the Company. The Supplier shall comply with the Company's instructions, including with respect to the manner in which such obligations are to be implemented, the return of all information to the Company upon termination of the engagement, the destruction of any information remaining in the Supplier's possession and confirmation thereof to the Company, and the permissible scope of processing activities. In addition, the Supplier shall provide the Company, at least annually, with a written report on its compliance with applicable law. The Company shall have the right to audit and inspect the Supplier's compliance with these obligations at any time, and the Supplier shall fully cooperate with the Company's requirements on these matters.
- 13.2. The Supplier represents and acknowledges that it is aware that, in the course of the engagement, certain information pertaining to the Supplier may be collected and retained by the Company, including but not limited to contact details, bank account information, business activity data, engagement history, performance records, and correspondence between the parties. Such information shall be maintained within the Company's systems for the purposes of contract management, documentation, compliance with regulatory requirements, information security, and improvement of business processes. For the avoidance of doubt, the Company shall collect only such information as is necessary for the aforementioned purposes and shall not use the information for any other purpose unless separate consent has been provided or such use is required by law. Furthermore, the Company shall take reasonable and customary

measures to protect such information in accordance with applicable law, including the Protection of Privacy Law and the Protection of Privacy Regulations (Data Security). The Supplier shall be entitled to review the information collected about it, subject to the provisions of the Protection of Privacy Law.

- 13.3. If deemed necessary at the Company's sole discretion, the Supplier shall execute a separate data protection addendum outlining the Company's data protection requirements, in accordance with applicable law.

#### **14. Security**

- 14.1. The Supplier and its representatives shall comply with the Company's security procedures and instructions when entering the Company's facilities.
- 14.2. The Supplier and/or its representatives shall not enter the Company's facilities without signing a consent form for a criminal record check, as a form attached as an annex to these General Terms.
- 14.3. The Supplier and/or its representatives shall not enter the Company's facilities without receiving security clearance from the Company's security division. The Company reserves the right to review and revoke the security clearance at any time, at its sole discretion.
- 14.4. The Supplier undertakes to promptly replace any of its representatives if they do not receive the required security clearance, or if the security clearance is revoked. The Supplier and/or its representatives shall have no claims against the Company regarding the denial or revocation of a security clearance.

#### **15. Safety**

- 15.1. The Supplier and its representatives shall comply with the Company's safety procedures and instructions when entering the Company's facilities.
- 15.2. The Supplier and/or its representatives shall undergo safety training by the Company's safety officer before the commencement of services, if necessary.
- 15.3. The Supplier shall conduct a risk assessment before the commencement of services, if required by the Company's safety officer.

- 15.4. The Supplier represents that it holds the necessary authorization to perform the services and undertakes to provide the appropriate certification before the commencement of services.
- 15.5. The Supplier represents that it has the required certifications regarding the condition of the tools and machinery needed to perform the services, if applicable, and undertakes to provide them before the commencement of services.

## **16. Supply of Goods and Services in Emergency**

- 16.1. In accordance with its license, the Company operates as the designated authority for power (the “**Power Authority**”), as defined in Government Decision No. 1716 from July 6, 1986, and Government Decision No. 1080 from February 13, 2000.
- 16.2. In the event that a state of emergency is declared in all or part of the country, the Supplier shall continue to supply the goods and/or perform services for the Company during such a time. For the purpose of this Section 16, a “**State of Emergency**” shall mean any situation subject to declaration pursuant to Chapter D of the Emergency Employment Service Law, 5727-1967. It is hereby clarified that the Supplier shall not be entitled to any additional consideration, compensation, payment, indemnity, or refund, beyond the price specified in the Purchase Order.
- 16.3. During a State of Emergency, the Supplier undertakes to provide its employees and/or anyone acting on its behalf with all necessary means to perform their duties, including personal and/or collective protective equipment, and to supply them continuously and regularly. The Supplier must be prepared for any scenario to comply with the Company’s instructions in this regard.
- 16.4. During a State of Emergency, the Supplier undertakes to comply with the Company’s instructions regarding the performance of services and/or the supply of goods.
- 16.5. This Section 16 shall apply to a Supplier that is defined as an “Essential Supplier” under the Emergency Labor Service Law. Such a Supplier undertakes to transfer to the Company all the documents required to establish its affiliation with the Company during a State of Emergency, in accordance with the rules of the National Emergency Management Authority (NEMA) and the Israeli Ministry of Labor.

## **17. Conflict of Interest**

- 17.1. The Supplier represents and warrants that neither it nor anyone affiliated with it has, or shall have, any conflict of interest or potential conflict of interest of any kind, including business or personal relationships or other matters (“**Conflict of Interest**”), between the engagement with the Company and another interest of the Supplier or any affiliated party.
- 17.2. The Supplier undertakes to notify the Company of any Conflict of Interest and shall act in accordance with the Company’s instructions to prevent such a conflict.

## **18. Intellectual Property**

- 18.1. Each party shall retain ownership of its pre-existing intellectual property rights, which shall remain unaffected by the engagement and shall not transfer to the other party except as provided in this Section 18.
- 18.2. The Supplier represents and warrants that it is the owner or licensee of the intellectual property rights related to the goods and/or services provided, and that there is no legal or other impediment to the supply of such goods and/or services or to the Company’s use thereof.
- 18.3. The Supplier represents and warrants that, upon delivery of the goods to the Company, the Company shall hold full ownership rights in the goods and shall be entitled to use the goods at its sole discretion.
- 18.4. The Supplier shall indemnify the Company for any expense, damage, or loss arising from an infringement of intellectual property rights in contradiction to its representations and warranties under this Section 18, and shall ensure that the Company retains the right to continue using the goods at its discretion. If necessary, the Supplier shall replace the goods such that the use of the replacement goods does not infringe upon any third party’s intellectual property rights.
- 18.5. Any intellectual property developed in the course of the engagement shall be the exclusive property of the Company, including moral rights, immediately upon its creation. The Company shall be entitled to use such intellectual property in any manner it deems appropriate. The Supplier shall not be entitled to any additional compensation in respect of such intellectual property rights.

- 18.6. The Supplier undertakes to notify the Company of any intellectual property right created during the course of the engagement and to assist the Company in registering its ownership of such right and in defending it against third parties.

## **19. Independent Contractor Relationship**

- 19.1. The Supplier acknowledges and declares that the relationship between the parties is that of a client and an independent contractor. The Supplier confirms that it is not, and shall not be, authorized to act as a legal representative of the Company under any circumstances or for any purpose whatsoever, and shall have no authority to enter into agreements on behalf of the Company.
- 19.2. For the avoidance of doubt, nothing in these General Terms and/or in the Purchase Order and/or in any other document related to the engagement between the parties shall be construed as constituting an employment relationship between the parties.
- 19.3. The Supplier represents that it is solely responsible for the payment of all income tax, national insurance (social security), and any other tax, levy and/or mandatory payment that is or may become due under any applicable law to any authority and/or entity in connection with, or arising out of, the supply of goods and/or the performance of services under the Purchase Order.

## **20. Compliance with Laws**

- 20.1. The Supplier represents and warrants that it fully complies with all applicable laws, including, without limitation:

- 20.1.1. applicable labor laws;
- 20.1.2. applicable safety laws; and
- 20.1.3. applicable environmental protection laws.

The Supplier further represents and warrants that it holds, and shall continue to hold throughout the performance of the Purchase Order, all permits and licenses required under applicable laws

- 20.2. The Supplier represents that, as of the date the Purchase Order was signed, neither the Supplier nor any Affiliated Party has been convicted of more than two Offenses (the terms “Affiliated Party” and “Offense” are defined in Section 2B of the Public Entities



Transactions Law, 5736-1976), and if convicted of more than two Offenses, that at least one year has elapsed since the date of the most recent conviction.

- 20.3. The Supplier represents and warrants that it shall not, directly or indirectly, engage in any conduct that may be contrary to any applicable laws regarding the prevention of bribery or corruption involving public officials and/or foreign public officials. The Supplier undertakes not to offer or provide to any employee of the Company, directly or indirectly, any payment, anything of value, service, or any other benefit in connection with the execution of the Purchase Order.
- 20.4. The Supplier represents that it maintains the books of account and records that it is required to maintain in accordance with the Public Entities Transactions Law and the Public Entities Transactions (Enforcement of Bookkeeping and Tax Payments) Public Entities Transactions Regulations (Enforcement of Bookkeeping and Tax Payments), 1987.

## **21. Cancellation of the Purchase Order**

- 21.1. Without derogating from any other rights of the Company under these General Terms and/or applicable law, the Company shall have the right to cancel the Purchase Order, in whole or in part, in any of the following cases:
- 21.1.1. The Supplier failed to meet the delivery schedule for goods and/or services;
  - 21.1.2. The goods and/or services supplied did not conform to the Purchase Order and/or the specifications and requirements attached to the Purchase Order;
  - 21.1.3. The Supplier breached any representation and/or warranty and/or undertaking under these General Terms and/or the Purchase Order and/or any other representations made by the Supplier;
  - 21.1.4. The Supplier unreasonably delayed its consent to changes requested by the Company to the Purchase Order that has not yet been delivered;
  - 21.1.5. Insolvency and/or bankruptcy proceedings were initiated against the Supplier and/or any of its affiliates, whether voluntary or involuntary, including the appointment of a receiver, and such proceedings were not canceled within fourteen (14) days;
  - 21.1.6. Criminal or disciplinary investigations were opened against the Supplier and/or any of its affiliates, or indictment or disciplinary complaints were filed

against them, or they were convicted of a criminal or disciplinary offense (excluding traffic offenses);

21.1.7. The Supplier acted in breach of fiduciary duty towards the Company and/or the State of Israel;

21.1.8. The Supplier delivered the goods and/or services (or any part thereof) late without obtaining prior approval from the Company;

21.1.9. In the event of a force majeure event, as defined in Section 22.4.

- 21.2. If the Supplier materially breaches the Purchase Order and/or the General Terms and the Company cancels the Purchase Order due to such material breach, the Company shall be entitled to recover from the Supplier liquidated damages amounting to ten percent (10%) of the value of the goods and/or services, without the requirement of proving actual damages. The liquidated damages under this Section 21.2 may be in addition to any other Liquidated Damages payable to the Company under Section 6, provided that the total liquidated damages paid to the Company under these General Terms and/or the Purchase Order shall not exceed the amount set forth in Section 6.3.
- 21.3. Without derogating from the provisions of Section 21.1, the Company shall have the right to cancel the Purchase Order, or any part thereof, for any reason whatsoever and at its sole discretion, by providing written notice at least fourteen (14) days in advance. The Company shall pay the Supplier for goods and/or services delivered to the Company prior to the effective cancellation date. Should the Supplier incur costs in connection with undelivered goods or services, in whole or in part, the Supplier shall submit a detailed report and evidence as requested by the Company, and the Company shall bear reasonable and direct costs incurred by the Supplier.
- 21.4. The Supplier shall have no claim or demand whatsoever against the Company or anyone on its behalf as a result of the cancellation of the Purchase Order. It is expressly emphasized that, in the event of cancellation of the Purchase Order for any reason whatsoever, no compensation or payment of any kind shall be made to the Supplier.
- 21.5. In any event, cancellation of the Purchase Order, or any part thereof, by the Company shall not relieve the Supplier from its liability for the goods and/or services delivered prior to the cancellation date.

## **22. Force Majeure**

- 22.1. Neither party shall be held liable for any delay in the performance of its obligations if such delay is caused by events beyond its reasonable control (a “**Force Majeure Event**”), provided that such party has made all reasonable efforts to prevent or mitigate the delay.
- 22.2. A party whose ability to perform has been affected by a Force Majeure Event (the “**Affected Party**”) shall notify the other party (the “**Non-Affected Party**”) in writing and without undue delay. The written notice shall include details of the efforts undertaken by the Affected Party to mitigate the impact of the Force Majeure Event and shall be accompanied by reasonable evidence, upon request of the Non-Affected Party.
- 22.3. The obligations of the Affected Party shall be suspended for the duration of the Force Majeure Event. Except in the event of cancellation pursuant to Section 21.1.9, performance shall resume immediately upon the cessation of the Force Majeure Event. The obligations of the Non-Affected Party shall likewise be suspended until performance resumes following the conclusion of the Force Majeure Event.
- 22.4. If the Force Majeure Event continues for more than three (3) months, the Non-Affected Party shall be entitled to cancel the Purchase Order, or the portion thereof not yet fulfilled due to the Force Majeure Event, by providing written notice to the Affected Party. Such cancellation shall take effect immediately upon delivery of the notice. The provisions of Section 21.2 regarding payment for goods and/or services already provided, and the reasonable and direct expenses incurred by the supplier, if any, shall apply.

## **23. Set-off and Withholding**

- 23.1. The Company shall be entitled to set off any amount owed by the Supplier to the Company against any amount the Company is obligated to pay the Supplier under the Purchase Order and/or any agreement and/or under applicable law, without the need to provide a set-off notice.
- 23.2. The Company shall be entitled to withhold payment of any amount due to the Supplier under the Purchase Order and/or any agreement and/or under applicable law, in the event the Supplier breaches its obligations under the Purchase Order and/or the

General Terms. The Company shall not be obligated to pay any linkage differentials and/or interest in connection with such withholding.

- 23.3. The Supplier shall have no right of set-off, retention, pledge and/or lien of any kind or nature, for any reason whatsoever, with respect to the goods and/or any part thereof and/or with respect to any assets of the Company.

## **24. Miscellaneous**

- 24.1. Waiver. Any waiver, failure to provide notice or make demand by the Company for strict performance of any obligation of the Supplier, any forbearance or extension granted by the Company, shall not be construed as a waiver of any of the Company's rights under the Purchase Order and/or the General Terms and/or under applicable law (including remedies and relief), and shall not be deemed a waiver or impairment of the Company's right to make any claims or demands, including for full compliance with the terms of the Purchase Order and/or the General Terms. Any waiver shall be valid only if made expressly and in writing.
- 24.2. No Assignment. The Supplier may not assign the Purchase Order and/or transfer any of its rights and/or obligations, in whole or in part, to any third party without the prior written consent of the Company.
- 24.3. Remedies. The remedies and relief provided under the General Terms and/or the Purchase Order are in addition to any remedies and relief available to the parties under applicable law.
- 24.4. Notices. Any notice in connection with the Purchase Order shall be given in writing in one of the following methods and shall be deemed delivered as set forth below:
- 24.4.1. Personal delivery – upon delivery;
  - 24.4.2. Registered mail (to the official addresses of the Company and the Supplier, or to such other address as either party has provided to the other) – seventy-two (72) hours after deposit for delivery by registered mail;
  - 24.4.3. Email (to the address provided by each party to the other) – upon confirmation of receipt.

## **25. Governing Law and Jurisdiction**

- 25.1. The Purchase Order and the General Terms shall be governed exclusively by the laws of the State of Israel.
- 25.2. Exclusive jurisdiction over any dispute relating to the Purchase Order and/or the General Terms shall be vested solely in the competent courts located in Haifa, Israel.

General Terms and Conditions of Purchase – Last Updated: September 30, 2025

**Annex – Consent Form pursuant to the Criminal Information and Rehabilitation of  
Offenders Law, 2019**

**Consent to Disclosure of Information from the Criminal Registry and Information on  
Pending Cases under Sections 11 or 12 of the Criminal Information and Rehabilitation  
of Offenders Law, 2019**

1. I, the undersigned, \_\_\_\_\_, ID number \_\_\_\_\_, hereby give my consent to the Israel Police to disclose information about me from the Criminal Registry, as well as information regarding any pending cases, in accordance with the provisions of the Criminal Information and Rehabilitation of Offenders Law, 2019 (the “**Law**”), to the Security Officer at NOGA – Israel Independent System Operator Ltd., for the purpose of performing work, a position, or service, and/or for the execution of security measures within the Company.
2. It is clarified that this consent also applies to the disclosure of criminal record information to the aforementioned party from time to time for the purpose of periodic monitoring of any changes in my criminal record.
3. I have been informed that, pursuant to the Law, I am entitled to review, at a police station, the records maintained under my name in the Criminal Registry and the Police Registry.
4. It has hereby been clarified to me that the existence of such a record, if any, does not necessarily preclude the granting of the right or position, and that I am entitled to submit information regarding my rehabilitation or personal circumstances to be taken into consideration when my application is reviewed, in accordance with the standards set forth by law.
5. I acknowledge that by providing this consent, I waive the right to receive notification regarding the disclosure of the information, subject to the provisions of the Law.

\_\_\_\_\_  
Full Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature