

General Terms for Goods Purchase Agreement

In these General Terms:

“The Client” or “The Company”	O.P.C. Energy Ltd. and all the subsidiaries of O.P.C. Energy Ltd.
“The Supplier”	Any person, entity or company to whom the order is addressed.
“The Order”	An order to which these General Terms are attached and any other attachment to a purchase order.
“The Agreement”	This General Terms document which constitutes an integral part of the Order.

1. Scope of the Order

The Order includes supply, protection, packing, labeling and delivery of the products specified in the Order. All attachments to the Order will be considered supplementary to each other, so that if any detail is omitted from one of them, it is still part of the Order if it appears in any other attachment, and the Supplier shall be deemed to have included this detail in the Order price.

2. Receiving the Order

The Supplier will confirm the Order within five days of its receipt, by signing the copy and returning it to the Client. Any terms specified in the price quotes, letters or other correspondence with the Supplier shall not apply or change the Order terms unless the Client has explicitly agreed to them in writing. The Supplier’s signature on the Order to which these General Terms are attached constitutes the Supplier’s consent to all the provisions of the Agreement and is an integral part of the Order.

3. The Relationship

The Supplier shall supply the goods to the Client pursuant to the terms of the Agreement, the provisions of the Order, the provisions of Israeli law, and the provisions and procedures of the relevant competent bodies. In return for fulfillment of all the Supplier’s obligations under this Agreement, the Client shall pay the Supplier the price stated in the Order.

4. Specification of Products and/or Services

In order to fulfill the Order, the Supplier will use new, functional materials of the best possible quality. The Client may ask the Supplier for certificates confirming the quality and origin of the materials. If the Supplier does not use materials that completely match the Client’s specification, the Supplier must request prior written approval. The Supplier is obligated to provide products that fully comply with the Order.

The Client may refuse to accept products that do not match the original or amended specification as agreed in writing with the Supplier. In such cases, the Client may ask the Supplier to replace the products with products that match the agreed specification, even if this requires air transportation. All charges for such replacement, including air transportation costs, shall be borne by the Supplier. In such case, the Supplier may ask the Client to return the unsuitable products and also in this case the Supplier shall pay all the costs involved, including repacking and/or transportation costs. If the Supplier decides not to request return of these products, it waives any lien on such materials and the Client may dispose of them in any way it chooses. If the Supplier does not replace unsuitable products with products that match the agreed specification, or does not make an alternative arrangement which is agreed with the Client, within a reasonable period, the Client may, at its sole discretion, ask the Supplier to indemnify the Client for any losses and damage arising from this.

5. Check and Test

The Client and/or its agent may check and test the products intended for supply both at the time of manufacture and thereafter, with at the Supplier's factory or on the property of any sub-contractor, and the Supply must provide personnel and the facilities required for proper checking of the products. The Supplier undertakes to give the Client's checker proper notice to perform all the required checks. Such tests shall not exempt the Supplier from its responsibility as defined in the Order and this Agreement. Any products disqualified by the Client and/or its agent, at their sole discretion, shall be replaced at the Supplier's cost. If the test at the Supplier's site is cancelled, the materials and/or equipment shall be subject to testing at the Client's site.

6. Submission of Drawings

If the submission of drawings and/or any other documents is required in the Order, the Client shall return to the Supplier one copy of such drawings or documents with its approval or its comments. The Client's approval is limited solely to the terms of building and planning, and it does not exempt the Supplier from its responsibility for proper planning and manufacture, or to supply equipment that will operate as specified in the Order.

7. Documents to be delivered

The Supplier shall immediately submit to the Client all invoices, packing lists, certificates and/or any other document specified in the Order.

8. Shipping

Without detracting from the terms of the Order, the parties agree that the products shall be shipped as specified in the Order, and submission of all documentation, certificates, drawings, invoices, packing lists etc. on the dates specified in the Order shall be deemed a fundamental condition of the Order, a breach of which shall constitute a fundamental breach of this Agreement.

If the Supplier wishes, after receiving the Order, to delay the delivery date after the date specified in the Order. The Supplier must immediately notify the Client in writing, and such delay in delivery shall be subject to the Client's written consent. If the delay in delivery is not approved by the Client, for any reason, the Client may cancel the Order. In these circumstances the Supplier will not be entitled to any compensation and/or indemnity from the Client for such cancellation and the Supplier shall pay the Client the agreed compensation, at the rates and on the terms stated in the Order.

9. Force Majeure

If the supply of goods is delayed or prevented due to any circumstance or event that constitutes force majeure (as defined below), the relevant party shall notify the other as soon as possible, and shall make its best efforts, if possible, to overcome such event or circumstance or to limit its effect on the supply as far as possible.

Actions or events that shall be deemed force majeure are events that are beyond the control of the relevant party and which make it completely impossible to send and/or receive the products, as applicable. Events that could be deemed force majeure are: natural disasters, strikes or shutdown (full or partial) in the Client's facilities, any fault in the Client's facilities causing a shutdown.

10. Packaging, Labeling and Shipping

Unless otherwise indicated in the Order, the price stated in the Order will include packing, labeling and shipping the goods. The Supplier undertakes that the packaging will be suitable for export and/or for marine freight and/or air freight and/or overland freight, including the ability to withstand shocks. The Supplier also undertakes that the goods will be labeled according to the Client's requirements and/or as agreed with the Client in advance, and shipping will be according to the terms of the Order. If the shipping is arranged by the Client,

the Client shall notify the Supplier of the type of shipping (by sea, land or air) and the Supplier shall pack the goods accordingly.

11. Guarantee and Warranty

The Supplier's receipt of the Order means that it guarantees and is responsible for all the products and materials supplied for a period of 12 months from the date of activation by the factory, but no more than 18 months after the last delivery ("**the warranty period**"). The Supplier's guarantee during the warranty period is for any defect due to the quality and manufacture of the goods, and for their transportation, assembly and repairs done to them. Every damaged item shall be repaired or replaced by the Supplier at no cost to the Client and the terms of the warranty period shall be renewed with respect to replaced items. The Supplier shall retake possession of the damaged items at its expense.

12. Prices and Payment Terms

Unless otherwise stated, the prices recorded on the Order are fixed and final and cannot be changed or raised except with the Client's prior written consent. Payment shall be on the terms agreed after receipt of the goods and approval of the invoice by the Client.

13. Indemnity and Insurance

The Supplier shall indemnify the Client against any third party claim arising from or as a result of fulfillment of the Order. The Supplier shall maintain the valid insurance policies required to cover its obligations by virtue of this agreement and the Order, both vis-à-vis the Client and vis-à-vis any third party. The Supplier must provide the Company with confirmation of the insurance policies as a fundamental condition of this Agreement, and failure to take out such insurance and/or failure to submit such confirmation by the Supplier shall be deemed a fundamental breach shall be deemed a fundamental breach of the Agreement. The types of insurance cover required from the Supplier pursuant to this relationship, are specified in the Order.

14. Cancellation of Order

The Client may at any time, with prior written notice to the Supplier, cancel and/or suspend any further action on all or part of an Order, for any reason and at its sole discretion. In such case, the Client will pay the Supplier for the work already done up to the cancellation date and the Supplier will not be entitled to any further compensation and/or indemnity beyond this.

The scope of the work done can be determined by an independent body or qualified accountant, as agreed by the Client and the Supplier jointly. Notwithstanding the foregoing, if the Order is cancelled by the Client due to non-compliance with the instructions of the Order and/or the Client's instructions as given to the Supplier from time to time, or if all or part of the Order is cancelled due to late delivery (Clause 8), the Client may, without affecting any other rights pursuant to the Order and/or the Agreement, oblige the Supplier to indemnify the Client for all losses and damage incurred by the Client as a result thereof, including costs relating to bank charges for credit documents etc.

15. Fundamental Breach

Stoppage of work by the Supplier, due to bankruptcy or any other reason, shall be deemed a fundamental breach of this Agreement and of the order by the Supplier, subject to the force majeure clause above.

In such case, the Client shall have all reliefs available to it by law, including termination of the relationship with the Supplier if the Client chooses this option. In such case of termination due to a fundamental breach, the Supplier must bear the costs of cancelling supply of the goods.

16. Spare Parts and Technical Information

- a. The Supplier undertakes to provide the Client with a detailed list of spare parts, and it is agreed that the Order shall not be deemed completed unless the Supplier has provided this list and all technical information and technical documentation.

- b. After completion of the Order, the Supplier undertakes to return to the Client all technical information received from it.
- c. The Supplier undertakes to send the Client full technical documentation for all equipment it supplies. It is agreed that the Order shall not be deemed completed unless the Supplier has done so, as required by the Order.

17. Intellectual Property

The Supplier undertakes that the supply of the goods contemplated by this Agreement will not breach and/or affect the intellectual rights of any third party.

Copyright, intellectual property and other rights, commercial/ industrial usage rights and all other rights pertaining to any thing or matter prepared by or for the Supplier, in the framework of, for the purpose of or due to the supply of the goods contemplated by this Agreement, belong and shall belong at any time and for every purpose solely to the Client, who may use them as an owner.

18. Duty of Confidentiality

- a. The Supplier shall maintain confidentiality and shall not disclose to any third party any data, knowledge or information that reaches it at any time due to or in connection with this Agreement and/or its performance (hereinafter jointly: “the Data”), except to its employees or advisors solely on a need to know basis. The Supplier is responsible for ensuring that its employees and advisors maintain the confidentiality of such Data.
- b. The Supplier shall not make any use, either directly or indirectly, of the Data except for the purpose of implementing the Order and this Agreement.
- c. The Supplier’s undertakings in paragraphs (a) and (b) above shall not apply to any Data: that is in the public domain at the time of signing the Order or that reaches the public domain thereafter but not as the result of any action or omission of the Supplier; or the Supplier can prove that it was in its possession before the Order date or that it obtained the Data legally from a third party who was authorized to provide it, providing that such third party did not obtain the Data from the Client and/or is not connected to the Client and was not previously connected to the Client in a way that obliged it to maintain the confidentiality of such Data.
- d. Whenever required by the Client, the Supplier shall give the Client any tangible material (including material stored on its computer) referring to the Data for which the Supplier has a duty of confidentiality as stated above. If necessary the Supplier will destroy material remaining with it (such as data on its computer of which the Client has received a copy). On the Client’s request, the Supplier will provide written confirmation that it has given the Client or destroyed – as applicable – all the above material and that neither it nor any of its agents has such material in its possession or under its control.
- e. Without detracting from the provisions of paragraph (d) above, the Supplier’s undertakings to maintain confidentiality and not to use the Data specified in this clause shall continue to apply even when this Agreement is no longer in force (for any reason).

19. Sub-Contractors

The Supplier is not permitted to use sub-contractors for any part of the Order without the Client’s prior written permission.

20. Assignment

- a. The Supplier shall not assign or transfer in any way its rights or part thereof or its obligations or part thereof according to or in connection with the Order and/or this Agreement, to any third party without the Client’s prior written consent. Such assignment or transfer that are done without the Client’s prior written consent shall be deemed a fundamental breach and shall be null and void.
- b. The Client may assign its obligations, undertakings and rights under this Agreement to others.

21. Licenses

Any licenses, including export licenses that may be required shall be obtained by the Supplier, at its expense and responsibility. A breach of this clause shall be deemed a fundamental breach of this Agreement by the Supplier.

22. Jurisdiction

Sole jurisdiction regarding this Agreement and the Order, their performance and interpretation, rests with the competent court in Tel Aviv.

23. Applicable Law

The law applicable to the Order and the Agreement that shall be the law of the State of Israel.

24. Notices

Any notice, request or demand (hereinafter: “**Notice**”) given in connection with this Order shall be sent by express registered mail to the parties at the addresses specified in this Order, and such Notice shall be deemed legally delivered to the other party five (5) days after being handed to the Post Office.

25. Prevention of Corruption Procedure

- a. The Supplier declares that it and its employees that are relevant to this Agreement and the Order are familiar with and understand the Client’s prevention of corruption procedure attached to this Agreement as Appendix A.
- b. If the Supplier believes that any of its agents are acting or are likely to act contrary to the Client’s prevention of corruption and bribery procedure, it must notify the Client in writing as soon as possible.
- c. If the Client has any evidence of a breach of the Supplier’s representations and/or undertakings pursuant to any law and/or this Agreement, the Client may terminate or fail to renew the relationship with the Supplier pursuant to this Agreement by written notice. In the event of a material breach that could have an adverse effect on the Client in the framework of its prevention of corruption procedure, such termination shall take effect immediately on receipt of the Client’s notice and in such case, the Supplier shall compensate the Client for any damage it suffers as a result of such breach, including loss of reputation, immediately upon receipt of the Client’s notice.

26. Miscellaneous

- a. This Agreement covers the whole relationship between the parties in connection with its subject and any arrangement, agreement, promise or representation made before the date of signing it are null and void. Any change or amendment to this Agreement must be made in writing. Any waiver by the Client of any right pursuant to this Agreement shall only be binding if made in writing and signed by the Client, and such waiver shall not constitute a waiver of this right in any other case.
- b. The Client may deduct and/or confiscate and/or offset from any amount due from it to the Supplier pursuant to this Agreement or any other, in order to pay itself or ensure payment of any amount or receipt of goods due at any time to it from the Supplier in connection with this Agreement or any other.

Appendix A

OPC Energy Ltd. - Summary of Anti-Corruption and Bribery Policy (the "Policy")

1. OPC Energy Ltd and its subsidiaries and associated companies ("OPC") is committed to compliance with laws and to the highest ethical standards in all of its business conduct, including strict compliance with the letter and spirit of the Foreign Corrupt Practices Act ("FCPA"), anti-bribery provisions of the Israeli Penal Code-1977 ("Israeli Penal Code"), the Commerce with the Enemy Order and all other applicable anti-corruption laws (together: "Anti-Corruption Laws").
2. This Summary is for convenience purposes only, if you encounter a dilemma with respect to Anti-Corruption Laws and standards, please contact OPC immediately for assistance and guidance. You must ensure that you read, understand and comply with the Policy.

You are expected to raise concerns about any issue or suspicion of breach of the Policy at the earliest possible stage. You may address your concerns to your business contact at OPC or the Head of the Legal Department. All such concerns will be investigated as further described in the Policy.

3. The Anti-Corruption Laws prohibit making payments, promises or offers of anything of value to government officials or employees (at any level), political candidates, or political party officials, to obtain or retain business or to secure an improper advantage.
4. The jurisdictional reach of the Anti-Corruption Laws can be broad and **OPC requires full compliance with the FCPA and all other applicable anti-corruption laws by all representatives and counterparties of OPC**, regardless of citizenship or work location. Violations of such laws can carry severe civil and criminal penalties for all involved.
5. OPC does not tolerate the offer or acceptance of bribes in any form, anywhere it operates. OPC's stand against corruption is part of its integrity as a business and its pride in what it does. OPC recognizes that its reputation for integrity is one of its most valuable assets and that corruption is a threat to its business and values. Therefore, OPC has adopted a policy of zero tolerance towards bribery and corruption and prohibits corruption or bribery in any form, whether directly or through others, anywhere in the world.

The Policy reflects OPC's continued commitment to fight against corruption and its responsibility to the regions where it operates.

6. The Policy prohibits from giving anything of value to a Public Official (as defined in the Anti-Corruption Laws) either directly or indirectly, including, for example, by giving a thing of value to a Public Official to or through a Counterparty or to or through the Public Official's relatives, friends, or associates to secure an improper benefit, or to obtain or retain business. Under the Policy, "anything of value" is defined broadly and is not limited to cash – it includes travel, meals, gifts, contributions, donations, charitable and sporting events, parties, plays and concerts and other tangible or intangible benefits, such as favors and services, loans, favorable terms of business, and loan guarantees, investment or business opportunities, the use of property or equipment, or job offers.
7. Gifts and hospitality provided to a Public Official or private individual may never be provided if the purpose is to improperly influence a Public Official in the performance of his or her duties, or to reward improper performance of his or her duties. Reasonable, proportionate hospitality made in good faith in interactions with Public Officials, private individuals and entities is permitted for purposes of establishing and maintaining business relationships, but should be consistent with the business customs and practices of the place where they are offered or received.

Any items provided to Public Officials and private individuals should be limited to marketing souvenirs (notepads, cups, pens, pencils, etc.), and every effort should be made to ensure that the gift's symbolic value outweighs its monetary value.

If you are in doubt as to whether gifts and hospitality are appropriate, you should raise your concerns with local management or the Head of the Legal Department of OPC prior to giving any such gift or hospitality.

In ordinary circumstances, an approval form, obtained from OPC Head of Legal Department, must be sought prior to providing any meal, entertainment, or travel to a Public Official. The approval form must be signed by the relevant officer of OPC and the Head of the Legal Department. Entertainment of Public Officials, unless in connection with the promotion, demonstration or explanation of OPC's products or services, or in connection with the execution or performance of a contract, will not be approved.

8. The Policy prohibits an offer or promise of a bribe, even if the Public Official rejects the offer, or it fails to bring about the desired outcome. A bribe is defined as an inducement or reward offered, promised or provided in order to gain any commercial, contractual, regulatory, personal, or illicit advantage. You must not offer, provide, authorize, request or receive bribes or anything that could give the perception of a bribe, either directly or indirectly, to or from any Third Party. You may not perform your functions improperly, in anticipation or in consequence of any bribe.

Cash payments of any kind to a Counterparty, other than documented disbursements or other valid, approved and documented payments, are prohibited.

9. Please note, that the Policy also includes chapters on Prohibition Against Bribery in the Private Sector; Prohibition Against Receipt of Bribes; Gifts and Hospitality; Facilitation Payments and Kickbacks; Hiring decisions; Charitable Contributions; Political Activities; Lobbying; Anti-Money Laundering, Anti-Terrorism Laws and the Commerce With The Enemy Order; Reporting, Fair Treatment and Non-Retaliation; Consequences of Violation.

We strongly recommend that you read the Policy in its entirety.