

SILMET or BJM Lab.

CONDITIONS OF SALE

The terms and conditions which cover this transaction include those set forth on the reverse side as well as those below. References to "customer" shall mean the party with whom SILMET or BJM Lab. has entered into a transaction. The terms of which are subject to this invoice.

1. This invoice (as supplemented by any other written agreement between SILMET or BJM Lab. and Customer) contains the entire agreement between the parties and supersedes any prior discussions, quotes or negotiations. Any modification must be made in writing and signed by both parties. SILMET or BJM Lab.'s failure or delay in exercising its rights and remedies shall not constitute a waiver nor preclude any other or future exercise of such rights and remedies.
2. Any advice or recommendation given by SILMET or BJM Lab. or its employees or agents to the Customer or its employees or agents as to the storage, application or use of goods supplied which is not confirmed in writing is followed or acted upon entirely at the customer's own risk and accordingly SILMET or BJM Lab. shall not be liable for such advice or recommendation which is not so confirmed.
3. The terms herein shall be conclusive unless objected to in writing within five (5) business days of the date of this invoice.
4. Customer is acting as a principal on this transaction and not as agent unless, prior to this transaction, SILMET or BJM Lab. has received written notification of Customer's agency capacity.
5. If Customer is selling metal to SILMET or BJM Lab. Customer warrants that such metal shall meet the quality set forth on the reverse side and the customary and usual standards of merchant ability and fitness for the purpose intended. Should any metal delivered fail to meet these standards, SILMET or BJM Lab. shall be entitled without notice to sell back to Customer such metal in whole or in part at current market prices, any difference in price to be promptly paid to SILMET or BJM Lab.. Upon receipt of such payment, SILMET or BJM Lab. will return to Customer the non-conforming metal.
6. Customer grants to SILMET or BJM Lab. a continuing security interest in all property of customer held by SILMET or BJM Lab. or its affiliates and all proceeds there of for any and all obligations of Customer to SILMET or BJM Lab. or its affiliates whether now existing or arising in the future.
7. Legal and beneficial ownership of goods shall remain with SILMET or BJM Lab. until payment in full has been received by SILMET or BJM Lab..
8. A price stated in a quotation or the contract is based upon the cost to SILMET or BJM Lab. of material, fuel, power, transport and labor at the date of the quotation or contract. If at the date of dispatch there has been an increase in such cost, SILMET or BJM Lab. may increase the price accordingly.
9. Goods are sold ex works. If SILMET or BJM Lab. expressly agrees to arrange for delivery, then unless the price expressly includes carriage or freight, the Customer shall pay the costs of delivery and any insurance in transit arranged by SILMET or BJM Lab..
10. The risk of any loss or damage to or deterioration of the goods for any reason passes to the Customer when the goods are dispatched from SILMET or BJM Lab.'s works, whether the good are sold ex-works or delivered to an agreed delivery point.
11. The Customer must insure the goods on and from the date of dispatch from SILMET or BJM Lab.'s works and pay all sums due under the contract whether or not the goods are lost destroyed or damaged or stolen. However if SILMET or BJM Lab. has arranged transport or freight for goods which are damaged or lost in transit, and the Customer has complied with its obligations under the contract, SILMET or BJM Lab. will use its reasonable efforts to assist the Customer to pursue such remedies against the carrier as may be available to SILMET or BJM Lab. or the Customer (but without SILMET or BJM Lab. being responsible in the event of any failure by the Customer to make full recovery). For this purpose any conditions imposed by the carrier in relation to claims for damage shortage or loss in transit must be complied with by the Customer.
12. SILMET or BJM Lab. may charge and, if demanded, the Customer shall pay interest (both before and after any judgment) on overdue sums at a rate of 6 per cent per annum above the Bank Leumi of Israel Dollar base rate from time to time. Interest shall accrue from day to day from the date the sums become due until actual payment.
13. It is agreed that this Contract, its validity, construction, enforcement and any question or dispute relating thereto, shall be governed by the laws of the State of Israel. It is agreed that any dispute relating to this Contract, its validity, construction or enforcement of any of its terms, shall be referred to the competent courts in Tel-Aviv which shall have exclusive jurisdiction thereon, to exclude the jurisdiction of any other court of law.
14. All taxes, impost and/or levied by or payable to any government authority under any present or future law upon the transaction or any merchandise covered hereby or pertaining to any manufacture thereof or upon any price payable hereunder shall be chargeable to and paid by Customer.
15. SILMET or BJM Lab. reserves the right to assign, transfer or pledge its rights and interests hereunder as collateral for any financing transaction it deems appropriate.
16. SILMET or BJM Lab. shall not be responsible for any delay (whether material or not) in or failure of shipment or delivery, due to any occurrence commonly known as force majeure, including but not limited to, loss or destruction of the goods, failure of transportation facilities, interruption of or delays in transportation, strikes or controversies of any nature with employees (whether those of SILMET or BJM Lab. or others), interruption of or delays in transportation of materials or supplies used in the production, treatment or proceedings of the goods at mines or plants, explosions, fires, floods, accidents to personnel or equipment, wars (domestic or foreign), riots, revolutions, rebellions, or blockades, embargoes, applicable foreign or domestic governmental acts, restrictions, requisitions, regulations or orders (whether or not proved to be invalid), failure of any suppliers to make delivery to SILMET or BJM Lab., and any other contingencies beyond SILMET or BJM Lab.'s reasonable control affecting its ability in the light of its outstanding contracts (and without regard to the availability of the goods in the market) to meet any requirements of this transaction. In the event of any of the foregoing contingencies, any delivery may, at SILMET or BJM Lab.'s option, be deferred so long as the condition prevents or delays its completion; and if SILMET or BJM Lab. elects to do so it will, within reasonable time after termination of the contingency, ship and customer will accept delivery without liability of the part of SILMET or BJM Lab. for the delay.
17. SILMET or BJM Lab. and its affiliates reserve the right to monitor telephone, mail or fax communications between their employees and customers.
18. SILMET or BJM Lab.'s sole warranty is that any material delivered by it hereunder will conform to the description on the reverse side hereof. SILMET or BJM Lab. EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
19. In the event any material delivered by SILMET or BJM Lab. does not conform to the specifications on the reverse side, Customer shall return promptly the material to SILMET or BJM Lab. and of such alleged non-conformity can be verified, SILMET or BJM Lab. shall replace such material. SILMET or BJM Lab. shall not be liable for any consequential damages to Customer or third parties for the non-conformity of the material. In no event shall SILMET or BJM Lab. have any liability for non-conformity of material ten (10) days after delivery of said material.
 - a. for those goods;
 - b. for any other goods supplied by SILMET or BJM Lab.;
 - c. of any other moneys due from the customer to SILMET or BJM Lab. on any account.
20. Until property in the goods passes to the Customer under clause 19 the Customer shall:
 - a. Be bailee of the goods;
 - b. Keep the goods separately and readily identifiable as the property of SILMET or BJM Lab..
 - c. Notwithstanding clause 19 the Customer may (as between it and its customer only) as principal in the ordinary course of its business sell the goods by bona fide sale at full market value or in the ordinary course of its business use the goods.
 - d. Goods shall be deemed sold or used in the order delivered to the Customer.
21. Any resale by the Customer of goods in which property has not passed to the Customer shall (as between SILMET or BJM Lab. and the Customer) be made by the Customer as agent for SILMET or BJM Lab..
22. If goods in which property has not passed to the Customer are mixed with or incorporated into other goods the property in those other goods shall be held in trust by the Customer for SILMET or BJM Lab. to the full extent of all sums recoverable by SILMET or BJM Lab. under clause 19.
23. The proceeds of sale of any goods and other goods referred to in clause 22 shall be held by the customer in trust for SILMET or BJM Lab. to the extent of all sums recoverable by SILMET or BJM Lab. under clause 19.
24. The Customer shall keep any proceeds of sale referred to in clause 23 in a separate account and SILMET or BJM Lab. shall have the right to trace such proceeds.
25. Upon accounting to SILMET or BJM Lab. for the entire proceeds of sales made under clause 21 and clause 22 above, SILMET or BJM Lab. will pay to the Customer a commission equivalent to the difference between the sums owed to SILMET or BJM Lab. and the value of such proceeds.
26. An Event of Default shall occur when:
 - a. Customer repudiates or defaults on any of the terms herein.
 - b. Customer is the subject of a petition of bankruptcy whether voluntary or involuntary.
 - c. Customer assigns its interest hereunder for the benefit of creditors or appoints a receiver for any of its properties.
 - d. SILMET or BJM Lab. has reasonable grounds to believe that Customer cannot or will not meet its obligations hereunder and, within one (1) business day after SILMET or BJM Lab. has given notice to Customer of such belief, customer fails to give SILMET or BJM Lab. assurances satisfactory to SILMET or BJM Lab. of its ability and intention to perform fully.
27. Upon the occurrence of an Event of Default, SILMET or BJM Lab. may exercise any of the following rights, without prejudicing its rights to other remedies.
 - a. Consolidate all trades of Customer and SILMET or BJM Lab..
 - b. Terminate SILMET or BJM Lab.'s obligations hereunder and on any and all other contracts with Customer.
 - c. Treat all trades and obligations as immediately due and payable.
 - d. Liquidate any collateral of Customer held by SILMET or BJM Lab. or its affiliates to satisfy its obligations to SILMET or BJM Lab..
 - e. Close-out in whole or in part this transaction and any and all other transactions.
 - f. Demand payment for all losses and expenses, including legal fees, incurred including expenses arising out of safekeeping of material and asserting all legal rights and remedies. Unless otherwise specified, any payments, whether due from or to SILMET or BJM Lab., shall be made within two (2) business days of the date of this invoice.
 - g. Retake possession of all or any part of the goods and enter any premises for that purpose (or authorize others to do so) which the Customer hereby authorizes.
28. Any notice required or permitted to be given by either party to the other under the contract shall be in writing addressed to that other party at its address as set out in the contract or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
29. No waiver by SILMET or BJM Lab. of any breach of the contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.
30. If any provision of the contract is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the contract and