

## WARRANTY

### HABONIM INDUSTRIAL VALVES AND ACTUATORS LTD ("HABONIM")

Warrants to the initial purchaser of its products only (the "**Purchaser**"), that **Habonim's products** (the "**Products**"), which are delivered to the Purchaser, will be of the kind described in the order or price list and will be free of material defects in material or workmanship for a period of [24 months] from date of delivery of the Products (the "**Warranty Period**"). Correction of material non-conformities during the Warranty Period shall constitute fulfillment of all liabilities of Habonim with respect to the Products, whether based on contract, negligence, tort or otherwise. This Warranty will not apply to damage resulting from normal wear and tear, improper installation, maintenance, operation, misuse or neglect by the Purchaser or anyone on its behalf.

This warranty may not be assigned, transferred or otherwise grant rights to any third-party, whether directly or indirectly, other than the Purchaser. Habonim provides no further Warranty with respect to its products other than as provided under this Warranty.

Notwithstanding anything to the contrary and to the extent permitted under applicable law, Habonim's aggregate liability for the Products, whether in contract, tort, any equitable theory and/or otherwise is limited to the total amount actually paid by the Purchaser with respect to the Product upon which such liability is based.

To the fullest extent permissible by law, neither Habonim nor its affiliates and any of their employees, managers, officers or agents (the "**Habonim Parties**") make any representations or warranties or endorsements of any kind whatsoever, express or implied, as to the Products and/or any and all third-party rights therein. The Habonim Parties hereby disclaim all warranties, express or implied, including, but not limited to, the warranties of merchantability, fitness for a particular purpose, non-infringement, title, custom and/or trade. The Products are provided "AS IS" and "AS AVAILABLE" basis.

Without derogating from the foregoing, Habonim will not be liable in contract, tort or otherwise for any indirect, incidental, special, consequential, punitive or exemplary loss or damage, including but not limited to loss of business, profit, goodwill, bodily injury, death, anticipated savings or similar loss or damage, or claims of customers of the Purchaser or any other third party.

Habonim is not responsible for the actions, content, information, or data of third parties, and you release Habonim and the Habonim Parties from any claims and damages, known and unknown, arising out of or in any way connected with any claim you have against any such third parties.

By using the products you represent and warrant to Habonim and the Habonim Parties that you irrevocably accept and agree to the terms and conditions of this Warranty and disclaim any and all claims and/or demands with respect hereto in every jurisdiction where you access or use the products.

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