

## **Limited Warranty- Screenex Products**

Oran Palmach Tzuba A.C.C. Ltd. and its subsidiaries or affiliates (together, "**OSG**"), subject to the conditions and limitations set forth below, warrant to the original purchaser only ("**Buyer**") of the Screenex product ("**Product**"), and to no other person or entity, that for a period of 12 months from the date of delivery (the "**Warranty Period**"), the Product shall materially conform to OSG's specifications.

In the event of a non- conforming Product covered by this Warranty, Buyer's sole and exclusive remedy and OSG's sole liability shall be limited to the replacement of the non-conforming Product F.O.B. shipping point; or the repair of the non - conforming Product; or if OSG so elects, to refund Buyer the amount paid for the non-conforming Product, all at the sole discretion of OSG.

In no event shall OSG be liable or responsible for any labor costs or other expenses incurred in connection with the installation or removal of the non-conforming Product, or installation of a replacement Product. The original Warranty shall continue with respect to the repaired or replacement Product for the remainder of the Warranty Period in effect at the time the Product proved non- conforming.

OSG reserves the right to discontinue or modify any of its products without giving notice. Therefore, if OSG replaces any Product under this Warranty, it may substitute Products that are designated by OSG to be of comparable quality in the event that the Product initially installed has been discontinued or modified.

Any claim by the Buyer under this Warranty shall be notified to OSG within 14 days from the date of Delivery of the Product/s, unless the non – conformance of the Product/s was not apparent on reasonable inspection, in which case the claim shall be notified within 14 days after discovery of the non-conformance. If Buyer shall not notify OSG of its claim within the above time frame, OSG shall have no liability with respect to such non-conformance. For avoidance of doubt, no claims of the Buyer may be made after the Warranty Period has elapsed.

### **Limitations**

This Warranty shall not apply to: (a) Failure of the Product caused by failure to follow OSG's instructions and/or operation guidelines as appearing in the Product Manual (including its appendices) and/or the Product's specifications, willful damage, negligence, abnormal working conditions, improper cleaning, misuse, mishandling, alteration or repair without OSG's approval or improper installation, including but not limited to improper mounting of Product, or installation otherwise not in strict adherence to OSG's instructions; (b) Failure of Product which has been: (i) Exposed to temperatures exceeding the defined Storage Temperature range as defined in the Product Manual and/or Product Specifications during storage or before mounting; (ii) Exposed to temperatures exceeding the defined Operating Temperature range as defined in the Product Manual and/or Product Specifications after mounting on vehicle or in dedicated

***This document contains confidential information proprietary to Oran Palmach Tzuba A.C.C. Ltd. (OSG)***

location; (iii) damages due to corrosive chemical agents. (c) Failure of Product caused by heat trapped on the glass surface whether resulting from covering the glass with paper, paint or reflective-type covers, or any other cause; (d) Failure of Product caused by improper storage including but not limited to not storing Product in its original packaging and/or not storing product in a dry and ventilated room at temperatures between the defined Storage Temperature range.

THIS WARRANTY IS EXPRESSLY MADE IN LIEU OF ALL OTHER ORAL OR WRITTEN WARRANTIES, EXPRESSED OR IMPLIED, LIABILITIES, OR OBLIGATIONS OF OSG. IN NO EVENT SHALL OSG BE LIABLE UNDER ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL OSG BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO ANY VEHICLE, ITS CONTENTS OR ANY PERSON THEREIN, RESULTING FROM THE BREACH OF ANY WARRANTY SET FORTH HEREIN. NO REPRESENTATIVE, DISTRIBUTOR OR DEALER OF OSG IS AUTHORIZED TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY. IN CASE OF A CONTRADICTION OR DISCREPANCY BETWEEN THIS WARRANTY AND ANY OTHER LIABILITY EXPRESSED IN A SEPARATE AGREEMENT WHETHER PRECEDING OR SUCCEEDING THIS WARRANTY, THE PROVISIONS OF THIS WARRANTY SHALL PREVAIL.

If any limitation of liability shall be deemed invalid by any applicable law, it shall be deemed superseded and replaced by a valid, enforceable provision that most clearly matches the intent of the original provision.

### **How to Obtain Warranty Service**

The Buyer must promptly notify OSG in writing during the Warranty Period of any non-conforming aspect of the Product and provide proof of the date of purchase and installation. It is the responsibility of the Buyer to have a reliable traceability of each installed Product (Product Serial no., Lot No., Installation Date, Vehicle Identity No.) All notifications should be made on the Warranty Services Request Form available at: [www.screenex-tech.co.il](http://www.screenex-tech.co.il) and sent in writing to: OSG - Oran Palmach Tzuba A.C.C. Ltd Kibbutz Tzuba, D.N. Harei Yehuda, 9087000, Israel – Screenex Division/ Sales or by e-mail to [elads@osg.co.il](mailto:elads@osg.co.il) (subject to OSG confirming receipt of the e-mail). The Buyer may be required to submit a sample of the non-conforming material to OSG for analysis. OSG will then investigate the claim, examine the material claimed to be non-conforming and determine, at its sole discretion, if it is indeed a non-conforming Product.

### **Governing Law and Jurisdiction**

***This document contains confidential information proprietary to Oran Palmach Tzuba A.C.C. Ltd. (OSG)***

Revision 1.0

06/2017

This Warranty, as well as all of Buyer's and OSG's rights, duties and obligations arising therefrom shall be governed by Israeli law (with the exception of its conflict of law rules). Exclusive jurisdiction in all matters pertaining to this Warranty and all that which derives therefrom will be vested exclusively with the courts of law of the city of Tel Aviv, Israel.

***This document contains confidential information proprietary to Oran Palmach Tzuba A.C.C. Ltd. (OSG)***