

## GENERAL TERMS OF PURCHASE

### 1. SCOPE

These General Terms of Purchase and the Annexes attached hereto shall apply to all purchases agreed by M.A.P MotoRad Automotive Parts Ltd. and its subsidiaries and/or affiliates. (Hereinafter the "**Buyer**"). The fulfilment of orders placed by the Buyer shall constitute unconditional acceptance of these terms and waiver by the Supplier (hereinafter the "**Supplier**") of its general terms of sale. The present general terms shall not be modified by the Supplier's conflicting terms of sale. Failure by the Buyer to object to any provisions contained in any other communications from the Supplier shall not be construed as waiver of these general terms or acceptance of any such provisions. These General Terms of Purchase and any Annexes attached hereto govern the business relationship between the Buyer and the Supplier (hereinafter the "**Contract**").

### 2. ORDER

A prior order is mandatory for all purchases made by the Buyer. Receipt of any order must be duly acknowledged within 48 hours by a written order acknowledgement duly dated, signed and referring to the Buyer's purchase order reference number as well as to the Buyer's item number, prices acceptance and delivery date acceptance.

Some purchases may be part of an open order, which indicates in particular the order number, references to the goods, place and method of delivery, price and particular terms of payment, and all other additional terms of the order. The delivery dates, quantities to be delivered and all other special terms are then fixed by delivery calls and schedules.

### 3. DELIVERY AND ACCEPTANCE

The delivery dates indicated in the order or in the delivery schedule are mandatory and shall be of the essence of the order. They apply not only to satisfactory delivery of goods but also to delivery of all technical, administrative and consignment documents requested or necessary for the use and maintenance of the goods. All documentation shall be drawn up in English and shall be legible and comprehensible.

The means of transport shall be stated on each Purchase Order and be chosen in such way as to comply with the contractual delivery date(s) which, unless otherwise specified, shall relate to delivery of the purchased goods to their destination. All expenses incurred in order to meet the delivery date(s) or to limit delays shall be born solely by the Supplier. Each shipment will be in compliance with Incoterms 2020 as published by the International Chamber of Commerce.

The Supplier undertakes not to deliver the goods before or after the agreed date(s) or in surplus quantities without the express written authorization of the Buyer, and undertakes to pay all costs associated with such early, late or excess delivery. The Buyer further reserves the right to claim the costs of recovering losses due to production shutdowns, extra costs for exceptional transport, administrative costs and any other expenses resulting from Supplier's delay in delivery.

In the event of early delivery, the goods will be stored at the Supplier's risk and expense, and payments will only be made on the basis of the initial contractual delivery dates.

If the Supplier fails to deliver goods or services at the specified delivery date(s) then the Buyer shall be entitled to terminate without liability all or part of the Contract upon written notice to the Supplier and/or to be paid compensation for any losses resulting from the aforesaid delay unless the delay is due to Force Majeure (as defined in Clause 20 herein).

### 4. PACKAGING

The goods shall be delivered in appropriate packaging which conforms to that specified in the order or in the logistical specifications or, if not specified, to the applicable regulations and standards in force in the countries specified in the order; the packaging shall also be suited to the nature of the goods, the characteristics of its destination and all storage conditions.

The Supplier shall be liable for deterioration of goods caused by unsuitable, badly maintained or poorly cleaned packaging.

If applicable, each packaging unit shall bear the markings prescribed by the current regulations in force in the country specified by the Buyer, the date and the reference number of the order, the serial number (lot number) of the items, the item number, the name of the carrier which signs the delivery note, the nature of the goods and the quantity, the dimensions and the weight of delivered goods. Each note shall relate only to one order.

Unless otherwise stated in the order, the Contract price shall be inclusive of the costs of packaging suitable for transit and/or storage of the goods.

At the request of the Supplier, the Buyer shall return the Supplier's packaging materials at the cost and risk of the Supplier provided that such materials are marked with the Supplier's name and address together with an addressed reversible label and further provided that the Buyer is excluded from all liability for any loss or damage to such material, however caused and whether or not arising out of the Buyer's negligence or that of the Buyer's employees or agents.

### 5. COMPLIANCE

The Supplier is responsible for the quality of the delivered goods. When fulfilling the Buyer's orders, the Supplier undertakes to fully comply with all the terms set

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forth herein and in the purchase order and to implement a suitable quality insurance system. The foregoing shall also apply to Supplier's sub-contractors.

The Supplier guarantees that the goods and services supplied by it shall comply with all the requirements of the Contract, shall be of merchantable quality, shall be free from defects in material and workmanship and shall be fit for the Buyer's purpose. The Supplier further guarantees that the goods and services provided by it shall be made or performed in accordance with good engineering practice and all applicable standards and legislation. Goods shall be delivered complete with all instructions, warnings and other data necessary for safe and proper operation. Goods or services which do not comply with all of the above shall be considered to be defective.

If, for any reason, the Supplier is uncertain as to whether the goods or services to be supplied by it will comply with any of the above, it must promptly and before dispatch inform the Buyer in writing with full details of the possible non-compliance for consideration. Written acceptance or rejection of the Supplier's application will then be provided by the Buyer in a timely manner as reasonably possible.

Non-conforming goods delivered to the Buyer may be returned to the Supplier at its sole expense and risk. The Buyer further reserves the right to charge Supplier for all direct and indirect costs, and in particular the costs of modifying the goods to render them conforming, tests, sorting, maintenance and storage, packaging, or repacking of non-conforming goods.

The Supplier further guarantees that the goods comply with the regulations in force in the countries for which they are destined or to regulations coming into force, in particular regulations relating to health, safety, environmental protection and all other applicable specific safety procedures. The Supplier shall indemnify the Buyer against all proceedings resulting from breach of the aforesaid terms, and undertakes to bear all the financial and other consequences thereof. The Supplier shall further certify the origin of its products and their components.

In the event of a breach of compliance, in addition to all other remedies hereunder or under applicable law or in equity, Buyer may cancel all or any portion of this Purchase Order.

## 6. VARIATIONS

Variations by Supplier - the Supplier shall inform the Buyer without delay of any modification it proposes to make to the composition of the parts, equipment or services or to its technical conditions and performance. Any technical modification, however minor, shall be submitted for the Buyer's prior written authorization.

Variations by Buyer - the Supplier shall accept any reasonable variation in scope, specification, quantity or delivery requested by the Buyer.

Neither party shall be bound by any variation of the Contract unless and until it shall be confirmed by an order amendment signed by the duly authorized representatives of both parties or written instruction issued by the Buyer.

## 7. ACCEPTANCE

Unless otherwise specified, the goods shall be delivered to the Buyer's premises on working days, during normal opening hours.

No delivery will be accepted outside the said hours. Unless otherwise specified by the Buyer, goods shall be deemed to be accepted when they are received at the said place of delivery, provided that the said goods meet the criteria defined in the Buyer's specifications. Equipment shall be deemed to be accepted after a successful start-up in accordance with procedures set out in the special terms, after the first production runs in the case of machines and tools, and after passing functionality tests in case of IT equipment, in accordance with the specifications.

At any point prior to acceptance, the Buyer may reject and return any non-conforming goods or equipment and incur no liability or obligation related to such items. As to items that are rejected and returned, the Buyer may recover and offset or adjust payments in respect of such items, including any costs or fees related to shipping and insuring such items.

## 8. SPARE PARTS

The Supplier undertakes to supply spare parts for at least 10 years or for the duration required by Buyer's end customer, whichever is longer, after the sale of any model in the range in which the good is specified.

## 9. PRICES, INVOICES, PAYMENT TERMS

Unless otherwise stated in the purchase order, the prices stated in the purchase order shall be deemed to be agreed for goods delivered to the Buyer, packaging included, and shall be fixed and not modifiable. All transport costs and insurance costs, customs duties and in general all costs, taxes and duties incurred or payable until final acceptance of

the goods at the Buyer's premises shall be borne by the Supplier, unless otherwise specifically stated in the purchase order. Invoices shall be written in English and sent in duplicate to the address stated on the order. Each invoice shall state the order number, the numbers and dates of the delivery notes, the goods invoiced, the unit price net of tax, the markings on the packaging, the method of shipment and any other information required by law or by the Buyer.

The Supplier may not claim payment of an invoice or the request for payment in advance until all contractual obligations corresponding to its request have been fulfilled and proved. If this is not the case, the Buyer reserves the right to withhold any payment until accomplishment.

The Supplier undertakes not to assign all or part of the receivables due to it pursuant to the fulfilment of the Contract to any financial organization without Buyer's

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prior written approval. Unless otherwise agreed in the purchase order, payment shall take place by wire transfer within 90 days from the date of delivery.

The Buyer reserves the right to offset its debts against any sum which the Supplier may owe to it for any reason. Payment shall not constitute an agreement relating to the goods delivered or amount invoiced, and shall never constitute waiver of further recourses.

## 10. INSPECTION AND TESTING

Prior to delivery, the Supplier shall inspect and test goods or services for compliance with the order and specifically warrant their fitness for the Buyer's purpose in the assessment of which the Buyer shall be deemed to have relied on the Supplier's skill and judgment.

The Supplier shall, if requested by the Buyer, supply certified copies of records of such inspection and tests, free of charge, and will grant to the Buyer or the Buyer's nominated representative a right of access at all reasonable times for the purpose of checking progress and carrying out or witnessing test and/or inspection procedures.

Any test or inspection carried out by the Buyer or the Buyer's nominated representatives shall not relieve the Supplier of any liability nor imply acceptance of the goods.

## 11. MATERIALS AND TOOLS

The tools, models and materials (including patterns, molds, equipment, tooling, components and raw materials) entrusted to the Supplier by the Buyer for the performance of an order shall remain the sole property of the Buyer under all circumstances. They shall be marked by a plate indicating the identity of the owner, and shall be placed to the Buyer's disposal on three (3) working days' notice. Tools designed, perfected and/or manufactured pursuant to an order may not be used, communicated, reproduced, modified, transferred or destroyed without the Buyer's prior written authorization. Their maintenance and proper storage is the responsibility of the Supplier. No parts may be manufactured at any time by the Supplier for a third party with the aid of the Buyer's tools and models.

The Supplier shall be responsible for the safe-keeping of the tools and models, and shall be personally liable for any loss they may cause or suffer, even as a result of inevitable accident or Force Majeure. The Supplier undertakes to insure them on behalf of the Buyer, at its expense, for their value against the risk of fire, lightning, explosion, electrical damage, water damage, etc., with an express waiver by the insurer of all right of recourse against the Buyer. The Supplier shall furnish written proof thereof to the Buyer upon demand. The terms of this clause shall also apply to plans and models. After use, the Supplier shall keep the models and tools at the Buyer's disposal in its warehouses free of charge, and take all necessary measures to keep them in good condition. They shall be returned to the Buyer or disposed of with verification upon its request.

## 12. TITLE AND RISK

Title and risk in and to the goods or services delivered in accordance with the Contract shall pass to the Buyer upon delivery, provided that the delivery is made to a person authorized by the Buyer to receive the goods or services, at the delivery address specified in the order or as otherwise agreed.

## 13. GUARANTEES

The Supplier shall indemnify and hold the Buyer harmless, in particular pursuant to applicable articles of the law from the country in which the Purchase Order is issued from, against any and all liability, loss, damages, claims, costs and expenses arising out of any claim in respect of latent or apparent defects or faults in its goods resulting in particular from faulty design, materials, non-conformity or implementation, or involving malfunctions. The Supplier has the duty to produce a given result. The assistance which the Buyer can give the Supplier shall not exonerate the Supplier from liability, and it shall remain liable even after approval and acceptance by the Buyer. The Supplier further guarantees that it will refund any defective goods or replace them free of charge, and pay all the costs of any kind caused as a result of the defective goods. A consignment or a part of a consignment that is repaired or replaced shall be guaranteed in the same terms. Moreover, the Supplier accepts liability for all costs incurred by the Buyer in the event of recalls necessitated by a fault in the goods supplied by the Supplier.

The Supplier shall indemnify the Buyer against all direct and/or indirect consequences of any liability which it may personally have relating to tangible or intangible loss or injury caused to third parties, the Buyer or its assigns.

## 14. PRODUCT LIABILITY

The Supplier shall at all times insure and keep itself insured with a reputable Insurance Company against all insurable liability under the order and in particular against all the Supplier's liabilities under the Contract. The Supplier will provide all facilities, assistance and advice required by the Buyer or the Buyer's insurers for the purpose of contesting or dealing with any action, claim or matter arising out of the Supplier's performance of the order.

Seller further agrees to obtain, at its own cost and expense, insurance against all liability arising from any of its acts or omissions under the Contract, including general liability, products liability, completed operations liability and contractual indemnity liability, naming itself and the Buyer as insured as their interests may appear in the amount of one million dollars (\$1,000,000) per occurrence and five million dollars (\$5,000,000) aggregate annual limit.

## 15. INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS

All information and know-how including drawings, specifications and other data provided by the Buyer or prepared by the Supplier in connection with the Contract shall remain at all times the Buyer's property and may be used by the Supplier only for the purpose of performing the Contract. The Supplier shall keep the information and know-how confidential and shall return them to the Buyer upon request.

The Supplier shall neither quote for supply nor supply parts made by the Buyer's tools or materials or the Buyer's patterns, drawings, specifications or designs, to any third party without the Buyer's prior written consent.

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The Supplier will indemnify the Buyer against any and all liability, loss, damages, claims, costs and expenses arising out of any claim in respect of any infringement or alleged infringement of any pattern, trademark, registered design or copyright or other proprietary rights whether where resulting from design, manufacture, use, supply or re-supply of the goods or services.

The title and risk in any deliverable software shall pass to the Buyer on delivery in accordance with Clause 12 above. Where the Supplier supplies the Buyer with software or license, then unless otherwise agreed, the Buyer shall have a royalty free irrevocable and unrestricted right to see, copy, modify or merge it for any purpose.

Any inventions, patents, copyrights, design rights and other intellectual property rights arising from the execution of the order shall become the property of the Buyer and the Supplier shall not disclose the same to any third party. The Supplier shall not apply for any patents or registered designs in relation to the goods and shall take all actions and execute such documents as may be necessary to design such property to the Buyer.

Insofar as the subject of the Contract is the supply of documentation (including but not limited to drawings) to the Buyer by the Supplier, the copyright therein shall belong to the Buyer. Supplier hereby warrants that it has the right to grant such copyright to the Buyer and shall indemnify the Buyer against all claims (including costs thereof resulting or resulting there from) by parties who may represent that they own such copyright; Where the performance of the Contract involves design work, the right in the resultant design(s) (whether registered or not) shall belong to the Buyer.

## 16. DETERIORATION OF GOODS

If the goods are perishable or have a life expectancy of a fixed duration, or if any circumstances are or become known to the Supplier which could adversely affect the life-span of the goods, then the Supplier shall forthwith advise the Buyer in writing of all such information, which when received by the Buyer shall form part of the description of the goods and shall be deemed to have formed part of such description with effect from the date of the order.

## 17. ASSIGNMENT

The Contract shall not be assigned or sub-contracted by the Supplier as a whole. The Supplier shall not assign or sub-contract any part of the work without the Buyer's prior written approval, which shall not be unreasonably withheld, but the restriction contained in this clause shall not apply to sub-contracts for material, minor details or any part of which the sub-contractor is named in the contract. The Supplier shall be responsible for all work performed and goods supplied by all sub-contractors.

## 18. DISPUTE WITH THIRD PARTIES

If any third party makes any claims against the Buyer arising from the performance of the Contract by the Supplier, or in respect of goods or services thereunder, the Supplier shall, at its own expense, on request by the Buyer, join the Buyer in defending the claim. The decision of any court or arbitration tribunal deciding upon the claim shall, so far as relevant, be admitted as conclusive in any consequent claim by the Buyer against the Supplier under the Contract. Nothing herein shall limit or restrict the Buyer's rights under law, including the filing of a third party notice against the Supplier, in connection with such claim.

## 19. WAIVER

No admission, act or omission made by the Buyer or on behalf of the Buyer during the continuance of the Contract shall constitute a waiver of or release the Supplier from any liability under any of these General Terms of Purchase and any special conditions applicable hereto.

## 20. FORCE MAJEURE

If performance of the Contract is delayed by any act of God, act or omission of government, war or similar event beyond either party's reasonable control ("Force Majeure"), then the time for performance shall be adjusted accordingly subject to the party being affected by the delay promptly informing the other party in writing of the Force Majeure event and taking all reasonable steps to reduce the delay. If Force Majeure event is expected to last longer than 20 business days, Buyer has the right to cancel any part of or the entire order.

## 21. TERMINATION

The Buyer reserves the right to suspend the performance of its order at any time upon written notice to Supplier. In such event, an agreement shall be reached as to the compensation payable to the Supplier, provided that such compensation shall be limited to the expenses directly caused by that suspension, excluding all indirect losses such as loss of earnings or profits.

In the event of breach by the Supplier of its contractual obligations, the Buyer shall be entitled to issue a notice of default and, if the default is not remedied within 30 business days thereafter, to terminate its orders upon written notice to Supplier, without prejudice to its right to claim damages.

In the event of breach by the Supplier of obligations which are of the essence of the order (such as breach of confidentiality, failure to meet delivery dates or quality objectives, non-conformity with specifications, and modifications without the Buyer's prior written consent), the Buyer may terminate the order upon written notice to Supplier and without compensation to Supplier, without prejudice to its right to claim damages.

In the event of assignment or change of direct or indirect control of its company or exceptional circumstances which may cast doubt on the continuance of its business or its legal structure, the Supplier shall inform the Buyer, which reserves the right to terminate the Contract without compensation, and without prejudice to any right to claim damages.

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The termination shall take effect 10 days after the date of dispatch by the Buyer of a registered letter with advice of receipt if the matter is not remedied within the said period.

## 22. APPLICABLE LAW AND JURISDICTION

These Terms and the purchase order hereunder shall be construed according to the laws of the country from which the purchase order is issued, as shown by the address of the Buyer on the front of the purchase order and notwithstanding any conflict of law provisions that would require application of another choice of law. Any action or proceedings shall be brought only in a court having jurisdiction over the location of Buyer as set forth on the purchase order, and Supplier hereby consents to such jurisdiction and to the service of process.

## 23. LIMITATION OF LIABILITY

*The total liability of the Buyer to the Supplier, regardless of cause, in connection with this Agreement shall not exceed the total value of the Purchase Order for each claim or instance of liability.*

## 24. CONFIDENTIALITY/USE OF LOGO

Supplier shall not without Buyer's prior written consent, publish or communicate to others, via news release, public announcement, denial or confirmation, the existence, subject matter or the terms and conditions of this Purchase Order. Supplier agrees that Supplier will keep confidential all information disclosed to Supplier by Buyer or any of Buyer's affiliates in connection with this Purchase Order and will disclose such information only to those of its employees as will be directly concerned with performance under this Purchase Order. Supplier agrees that it will not disclose such information to any other person or entity, and will not use such information for any purpose other than that contemplated by this Purchase Order, without the express, prior written consent of Buyer. Supplier agrees that it will protect the confidentiality of Buyer's information with the same degree of care with which it protects its own proprietary information, but with no less than reasonable care, and will return all copies (in any medium recorded) of such information to Buyer immediately upon written request. The parties agree Buyer's information shall be considered commercial secrets qualified for protection under applicable law. Notwithstanding the foregoing, Supplier may disclose Buyer's information that must be disclosed to any government, any agency or department thereof, or any stock exchange to the extent required by law, provided Supplier shall immediately notify Buyer of such requirement and the terms thereof prior to such disclosure so that Buyer may seek an appropriate protective agreement or order prior to the disclosure. Supplier shall not, without the prior written consent of Buyer, use or allow the use of, whether in writing or in oral form, Buyer's name, trademarks, logos, publications, photographs of Buyer's facilities or equipment, or Supplier's and Buyer's business relationship in connection with marketing or business activity. Any violation of this provision shall be deemed a material breach of this Purchase Order. The obligations under this section will survive termination of this Purchase Order and will remain binding on Supplier, its respective affiliates, successors and assigns forever.

## 25. DEFAULT

Supplier shall be in default hereunder if: (a) Supplier does not comply with this Purchase Order in all material respects; (b) Supplier makes an assignment for the benefit of creditors, or proceedings in bankruptcy or insolvency are instituted by or against Supplier, and the same are not discharged within thirty (30) days of the date of filing; (c) Supplier fails to provide Buyer with adequate assurance of Supplier's ability to perform its obligations under this Purchase Order within ten (10) days of written notice by Buyer of Buyer's concern that Supplier's financial or other condition or progress on this Purchase Order endangers timely performance. Upon any default hereunder, in addition to all other remedies hereunder or under applicable law or in equity, Buyer may cancel all or any part of this Purchase Order without liability except to pay the contract price for Products delivered prior to notice of cancellation, purchase replacement Products from a Third Party, and recover from Supplier on demand any and all increased costs and/or other damages relating to said default.

## 26. EXPORT CONTROLS

Supplier hereby certifies that it understands its obligations to comply with International Traffic in Arms Regulations ("ITAR") and the Export Administration Regulations ("EAR") and the terms of any U.S. Department of State or U.S. Department of Commerce export license or export or temporary import exemption/exception applicable to this Purchase Order. Supplier shall exercise strict control covering the disclosure of and access to technical data, information and other items received under this Purchase Order in accordance with U.S. export control laws and regulations, including but not limited to the ITAR. Supplier agrees that no technical data, information or other items provided by Buyer in connection with this Purchase Order shall be provided to any Non-U.S. Persons or to a foreign entity, including without limitation, a foreign employee or subsidiary of Supplier (including those located in the U.S.), without the express written authorization of Buyer and Supplier's obtaining of the appropriate export license, technical assistance agreement or other requisite authorization for ITAR-controlled technical data or items.

## 27. ENTIRE AGREEMENT

The Contract constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior oral or written representations or agreements by the parties with respect to the subject matter of the Contract, including Buyer's request for quotation and Supplier's quotation unless specifically incorporated in the Contract. No subsequent terms, conditions, understandings, or agreements purporting to modify the terms of the Contract will be binding unless in writing and signed by both parties.

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