

## Terms of Sale – Ice Stones Ltd

This is a legal agreement between you, the user or purchaser of the Product (defined below) (the "**End-User**" or "**You**"), and Ice Stones Ltd. ("**Company**") with regards to the Company's products, including all parts and components purchased by you (the "**Product**"). By opening the package in which the Product is provided, by installing or by using the Product, You agree to be bound by all the terms of this Terms of Use (the "**Agreement**"). **Company is willing to sell the product for your use only, on the condition that you accept all of the terms contained in this agreement. If you do not agree to the terms of this agreement, then please return the product and any accompanying items to the place from which you obtained them.**

1. **License.** The Product is the Ice-Prime System and propriety chemical compound powder (the "**Powder**"), intended for cleaning diamond (the "**Stones**"). Subject to the terms hereof and of the price quotation to which this Agreement is attached to (the "Price Quotation "), Company grants to you a non-exclusive, non-transferable, non-sub licensable and revocable license to use the Product attached hereto as (the "**License**"), subject to the conditions and restrictions set forth in the specifications and installation manuals attached to the Price Quotation (the "**Documentations**").
2. **Use of the Product.** All rights not specifically granted to you herein or in the Price Quotation are reserved to Company. you will not (i) attempt to reverse engineer, decompile, disassemble or copy the Product or the Documentations or any underlying ideas thereof, or any part thereof or assist or allow any third party to do the same; (ii) use, copy, modify, merge, distribute, transfer or sublicense the Product or any part thereof, except as expressly authorized by the Company, or use the Product for the benefit of third parties; (iii) directly or indirectly, take any action to contest Company's intellectual property and proprietary rights or infringe them in any way; (iv) write or develop any derivative based on proprietary or confidential information of the Company.
3. **Delivery; Installation.** The Product shall be delivered to your premises with the accompanying Documentation. Delivery shall be made to the address designated in the Price Quotation. Installation of the Product on site shall be made by you, or at the company's sole discretion, by the Company, according to the Documentation provided by the Company or at the Company's discretion.
4. **Title and Intellectual Property.** The Product, including the Documentations, and all ideas underlying the Product, including any revisions, corrections, modifications, enhancements, updates and/or upgrades thereto, are Company's property protected under any applicable laws and treaties. All rights, title and interests in and to the Product, including associated intellectual property rights (including but not limited to copyrights, trade secrets, trademarks, etc.), evidenced by or embodied in and/or attached/connected/related to the Product are and shall remain with Company, except for off-the-shelf components that may be included in the Product. The License hereunder does not convey to the you an interest in or to the Product, but only a limited right of use, revocable in accordance with the terms and conditions of these Agreement, and nothing in this Agreement or in the Price Quotation constitutes a waiver of the Company's intellectual property rights under applicable Law.
5. **Limited Warranty; Warranty Period.** Company hereby warrants for your benefit alone, for no additional charge, that for the term of twelve (12) months as of the delivery of the Product ex-factory (Israel), or as set forth in the Price Quotation (the "**Warranty Period**"), that the Product will perform substantially in accordance with the accompanying Documentation. During the Warranty Period, any malfunction, defect or other default of the Product or any part thereof (the "**Malfunction**"), you shall promptly deliver the Product to the Company's premises at your sole expense. Any other expenses incurred by the Company in connection with the provision of the warranty, including travel, shipment ex-factory, installation, replacement of defected part or of the Product shall be solely on its expense. Company's limited warranty herein is nontransferable and is limited to you only. Notwithstanding anything in the country in this Agreement, the provisions of this Section 5 shall be apply with respect to any Product, or any part thereof, replaced by the Company until the end of the Warranty Period.

The forgoing warranty applies only to failures in operation of the Product and does not apply to (i) Product that is modified or altered by End-User or any third party without the prior written approval of the Company; (ii) if the defect is caused by faulty maintenance, installation or set-up not according to the Documentations, by alterations undertaken without Company's consent or by faulty repairs; (iii) Product that is otherwise operated in violation of this Agreement; or (iv) failures which are caused by other hardware, chemical, substances or products not provided or approved by Company with the Product. Company's entire liability and End-User's exclusive remedy for a breach of the preceding limited warranties shall be replacement of the defective part in the Product. EXCEPT AS EXPRESSLY SET FORTH ABOVE, NO OTHER WARRANTIES OR CONDITIONS, EITHER EXPRESS OR IMPLIED, ARE MADE BY THE COMPANY WITH RESPECT TO THE PRODUCT (STATUTORY OR OTHERWISE), AND THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS NOT EXPRESSLY STATED HEREIN, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY

DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE PRODUCT WILL MEET END-USER'S REQUIREMENTS, BE UNINTERRUPTED OR ERROR FREE.

It is hereby clarified that in the event that a Malfunction is not covered by the foregoing warranty, you shall be charged for the repair of such Malfunction according to the Company's list price in effect at the day of request for such repair.

Upon any violation by End-User of any of the provisions of this Agreement or the Documentations, the Warranty shall automatically expire.

- 6. Use Restrictions.** The removal of any component of the Product or the attempt to use the Product combined with any non-compatible chemicals, products or components that was not supplied or approved by the Company, *inter alia*, the Powder, or against the guidelines set forth in the Documentations (as defined below) might cause damages including property and bodily damages. You are not allowed to disassemble, attempt to reconstruct, modify, incorporate into or with other hardware the product or any part of the product, unless otherwise set forth in the Documentations. Any damages that may be caused due to any conduct in contrary of the foregoing shall be your own liability and you discharge Company from any such liability.
- 7. Additional Information; Obligations.** For the successful resolution of the Malfunction, and to the extent requested by the Company, you undertake to provide any additional information required by the Company in connection with such Malfunction, both prior to repair of the Malfunction and also after such repair, if requested by the Company as follow up. Notification shall be deemed received on the next business day after it was sent, provided that a reject notice has not been received by you. The term "**Business Days**" means Sunday through Thursday, not including local holidays (Israel).
- 8. Limitation of Liability.** END-USER AGREES THAT IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INJURY, DEATH, DAMAGES TO OBJECTS, INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING AMOUNTS REPRESENTING LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF USE, LOSS OF DATE, LOSS OF BUSINESS, LOSS AND/OR DISTRUCTION AND/OR BRAKING OF THE STONES, OR COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES WHETHER IN AN ACTION IN CONTRACT OR TORT, ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRODUCT, EVEN IF THOSE DAMAGES WERE FORESEEABLE OR RESULTED FROM THE BREACH OF A FUNDAMENTAL TERM OF THIS AGREEMENT, OR IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION SHALL APPLY REGARDLESS OF THE FAILURE OF ANY ESSENTIAL PURPOSE. THIS LIMITATION IS AN ESSENTIAL PART OF THE AGREEMENT BETWEEN YOU AND THE COMPANY. YOU ACKNOWLEDGE THAT THIS LIMITATION REPRESENTS A REASONABLE ALLOCATION OF RISK, TAKING INTO ACCOUNT THE PRICE PAID FOR THE PRODUCT, AND THAT COMPANY WOULD NOT PROVIDE THE PRODUCT EXCEPT UNDER THE TERMS OF THIS AGREEMENT. **IN THE EVENT THAT, NOTWITHSTANDING THE TERMS OF THIS AGREEMENT, COMPANY IS FOUND LIABLE FOR DAMAGES OF ANY KIND (INCLUDING LIABILITY FOR NEGLIGENCE) CONNECTED AND/OR RELATED TO THIS AGREEMENT, COMPANY'S TOTAL LIABILITY FOR SUCH DAMAGES SHALL NOT EXCEED THE PRICE PAID TO THE COMPANY BY END-USER FOR THE SPECIFIC UNIT OF PRODUCT THAT IS THE SUBJECT OF THE CLAIM, OR IF NO SINGLE UNIT OF PRODUCT IS SO APPLICABLE, THEN COMPANY'S LIABILITY SHALL NOT EXCEED THE AMOUNT OF PRICE PAID BY END-USER TO THE COMPANY.** SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO END-USER.
- 9. Other Terms and Conditions.** The Agreement, when executed, shall be attached to the Price Quotation and shall constitute an integral part thereof. It is hereby clarified that in the event of an inconsistency between this Agreement and the Price Quotation, the terms of this Agreement shall prevail.