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Warranty Deed


This Warranty Deed anchors the warranty of Lehavot Production and Protection (1995) Ltd. (“**the Company**”), subject to any law, in relation to all matters pertaining to the Automatic Fire Detection and Suppression Systems as specified hereunder.

1. Recitals and definitions

1.1. For the purposes of this appendix, the following terms shall have the definitions specified alongside them:

“ The Customer ” –	A purchaser of the System from the Company.
“ The System ” –	Automatic Fire Detection and Suppression System which was manufactured by the Company for the Customer according to the technical specifications provided by the Customer.
“ The Components ” –	Components of the System that were supplied by the Company
“ The Company’s Offices ” –	The Company’s offices, which are located in Kibbutz Lehavot Habashan, 1212500.
“ The System technical specifications guide and general conditions ” –	The instructions for operation, use and maintenance of the System, which were issued to the Customer on the System purchase date, including the System’s technical specifications.
“ Work Hours ” –	Sundays through Thursdays from 08:30 to 17:00, excluding Israeli religious holidays, national holidays and holiday eves.
“ Fault Repair Services ” –	Services as specified hereunder in clause 2.1.1.
“ Warranty Services ” –	Maintenance services and Fault Repair Services.
“ Periodic Services ” –	Periodic services that must be performed on the System, as specified in the System Manual.
“ Warranty Period ” –	In relation to the System – a period of 12 months as of the System purchase date by the Customer.

2. Description of the Warranty Services

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2.1. During the Warranty Period and subject to the fulfillment of all other conditions of this Warranty Deed, the Company shall provide the Customer with the following services for the System during Work Hours, as specified hereunder:

2.1.1. Fault Repair Services, including the supply of replacement parts needed to complete repair services as stated.

To dispel any doubt, it is hereby clarified that the Warranty Services do not include any other or additional services beyond those specified above, and the Warranty Services encompass the full and sole warranty of the Company in relation to the System and the Components.

2.2. The Warranty Services will be provided at the Customer's site.

2.3. In the event of a repair or replacement of a product and/or Component, the Company shall be allowed to use new products or parts equivalent in value to new or refurbished.


2.4. The Warranty Services are contingent upon the issue to the Company: (a) of the System (or the Component) about which a fault is being claimed; and (b) an original purchase receipt in which the name and address of the seller, the date and place of purchase and the product type are clearly legible.

3. The Customer's obligation to report faults; response times and times for the provision of the Warranty Services

3.1. The Customer must immediately report to the Company's Customer Service Department about any instance of a fault in the Components and/or an abnormal phenomenon in the operation of the System and/or the Components. During the Warranty Period, the Company shall provide the Warranty Services to the Customer solely during the Work Hours, and these hours only will be counted in the Company's response time to a service call, as specified hereunder:

3.1.1. In the event of a malfunction that causes the System to be inoperable – if the Company receives a service call during Work Hours, the Company undertakes to respond to the service call within one business day of the date of its receipt. If the Company receives a service call other than during Work Hours, the Company undertakes to respond to the service call within four hours of the opening time of the Company's Offices on the first business day after receiving the service call, and all, provided that the service itself will be provided solely during Work Hours.

3.1.2. In the event of a malfunction that does not cause the System to be inoperable – if the Company receives a service call during Work Hours, the Company undertakes to respond to the service call within three business days of the date of its receipt. If the Company receives a service call other than during Work Hours, the Company undertakes to respond to the service call within three business days of the opening time of the Company's Offices on the first business day after receiving the service call, and all, provided that the service itself will be provided solely during Work Hours.

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- 3.2. You may open a service call at the Company in relation to the Warranty Services by e-mail.
- 3.3. The Company is not issuing a representation or any undertaking regarding the timeframe that might be needed to repair a malfunction.

4. Consideration

- 4.1. During the Warranty Period and subject to the fulfillment of Customer's undertakings pursuant to this Warranty Deed, the Warranty Services shall be provided for no additional payment (the cost of this service is included in the cost of purchasing the Components).
- 4.2. Insofar as work and/or repair is requested that is not included within the scope of this Warranty Deed and/or in relation to a Component that is not included in the Warranty Services, the Company shall be allowed to perform the requested work and/or repair, subject to the receipt of a consideration and under the conditions to be agreed upon between the parties.


5. Exclusions from the Warranty Services and the Company's undertakings

- 5.1. Without derogating from the general purport of that stated, Warranty Services shall not be provided in relation to defects, malfunctions and problems in Components, depending upon the context, that were caused as a result of or in relation to one or more of the following: (a) default installation of the Components and/or on the System, unless such installation was performed by the Company; (b) modification, repair, adjustment, dismantling or work done on Components and/or on the System by any party who was not authorized to do so by the Company in advance and in writing; (bc) use, storage, maintenance or transport of the Components contrary to the Company's instructions that shall be issued from time to time, and/or contrary to that stated in the System Manual; (ed) keeping the System and/or the Components under unsuitable environmental conditions; (ee) event of force majeure or events deriving from factors not under the Company's absolute control, including (but not derogating from) regulations, orders, actions or directives of the competent authorities, weather damages, damages from conflagrations, fire, water, earthquakes or other natural disasters, strikes, embargos, warfare and hostilities, disruptions, malfunctions or disturbances in the communications, electricity and/or internet networks and/or in the operation of other critical services; (ef) breakage, liquid permeation, fire, sabotage and/or accident; (fg) act or omission of a third party; (gh) the use of parts or components that were not authorized by the Company in advance and in writing; (hj) breach of any of the provisions of this Warranty Deed and/or the System Manual and the Technical Specifications and/or the General Conditions by the Customer; (i) unreasonable or abnormal use of Components and/or the System; (jk) use of Components and/or the System in a way that is inconsistent with their intended purposes and the manufacturer's instructions, or other than in a professional, reasonable, safe and cautious manner and pursuant to the provisions of any law; (kl) if the Company's representatives are not given reasonable access to the System and/or to the Components for the purpose of carrying out its undertakings pursuant to this Warranty Deed.

In instances as stated, the Company shall be allowed (but not obligated), at its sole discretion, to provide the Warranty Services for a consideration to be agreed upon between the parties.

6. Liability and limit of liability

- 6.1. This Warranty Deed constitutes the sole and exclusive remedy against the Company, and the sole and exclusive liability of the Company in relation solely to ~~all the~~ matters pertaining to a

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defect in the Components and/or the System. It is hereby clarified that the Company shall not be liable, directly or indirectly, for any damages, losses, injuries, or deaths in connection with the improper installation of the Components and/or the System by any party (unless such installation was performed by the Company).

~~6.1.~~6.2. This Warranty Deed supersedes any warranty and other obligation of the Company, whether in writing, orally, statutory liability (that is not compulsory), liability pursuant to contract or torts law or in any other way or manner, including, but without limiting the general purport of that stated above, if the matter is permitted pursuant to the applicable law, any condition or implied liability or any other conditions or undertakings pertaining to satisfactory quality or suitability for a particular purpose.

~~6.2.~~6.3. The Company is responsible for the System's compliance with relevant test certificates. Any modification made in the System, with or without the Company's knowledge, is not included in the Warranty and shall not be binding upon the Company.

~~6.3.~~6.4. To dispel any doubt, the Company clarifies and the Customer acknowledges that, notwithstanding that stated above, the operation of the System depends on numerous variable factors, such as the source of the outbreak of fire, the location of the source of the fire, the intensity and characteristics of the fire, the magnitude of the fire event and more. The System is not designed and does not purport to provide a solution to all fire hazards and scenarios that are liable to occur, and this shall not be deemed a failure, deficiency or defect in the System's operation, and the Customer hereby releases the Company and any party on its behalf from liability for any damage that might be caused to it and/or that was caused to it and/or to any third party in relation to that stated above.

7. Miscellaneous

7.1. Solely the provisions of Israeli law shall apply to this Warranty Deed. The competent courts in Tel-Aviv – Jaffa shall have sole jurisdiction relating to any matter pertaining to this Warranty Deed or deriving therefrom and no other court shall have jurisdiction.