



BEL limited Warranty

BEL Technologies Ltd. (hereinafter "BEL") warrant to the first Purchaser only (the "Customer") of each tank, column, scrubber, vessel, trailer or any other product (the "Product") and their Components (hereinafter: "Parts"), that the Product and Parts will conform to the specifications contained in BEL's drawings and manuals (if issued), and, only if the product was installed, operated and maintained under normal use and in accordance with its drawings and/or written operation instructions and will be free from defects in materials and workmanship.

EXPIRY DATE

This limited warranty shall expire twelve (12) months from the date of BEL's invoice for the Product and/or Parts to the Customer. The warranty will become valid only and after full payment of the subject goods.

EXCLUSIONS

This Warranty shall be void if the Product and Parts are subject to any accident, damage, faulty installation, mishandling, misapplication, mishandling, exposure to liquids and/or gases others then the ones listed in BEL's Product drawing, operated in ways exceeding the operation conditions mentioned in BEL's Product drawing or other abuse or misuse; any modifications, additions or alterations not approved by BEL in advance and in writing;

This Warranty shall be void if there is any use of the Product and Parts after discovery of a defect without BEL prior written consent; or the Customer's refusal to permit BEL or its authorized representative to examine the Product and Parts in a timely manner in order to determine the nature and extent of a claimed defect.

Normal wear of replaceable components, including without limitation seals and bolts, is specifically excluded from this warranty.

REMEDIES

BEL's sole obligation under this warranty, and the Customer's and User's sole remedy for any breach of this warranty, is limited to and shall be fully discharged by BEL's repair of any defective Product and Parts or, at BEL's sole discretion, its replacement of such Product and / or Parts with an identical or substantially similar Product.

If per BEL's sole discretion, a site repair is to be preformed, it's the Customer responsibility to clean, dry to carefully ventilate the Product before BEL's team arrival to site. The Customer will guaranty a safe, clean and workable surrounding to perform the site repair.

The customer will guaranty a dehydration period (per the repair team instruction) will be kept before the product will use again,

If per BEL's sole discretion, a replacement of the Product or Part is to be preformed, it's the Customer responsibility to clean, dry to carefully ventilate and dismantle the Product before replacement.



EVALUATION

For purposes of evaluating any alleged breach of warranty, BEL shall be entitled to conduct its own inspection and testing of the allegedly defective Product and / or Parts on the premises at which the Product and Parts were installed to determine the cause of the failure or problem which is the subject of the Customer's complaint. BEL may also request that Customer perform such inspections or tests and forward the results thereof to BEL.

BEL's expenses associated with chemical analysis of the liquids inside the Product shall be borne by BEL; provided, however, that if the Product failure is determined to be from a cause other than a breach of this limited Warranty, Customer shall pay to BEL a fee of ILS 2,500 per day per worker plus all direct expenses incurred by BEL's employees in connection with any inspection and testing of said Product on Customer's premises.

LIMITATIONS OF WARRANTY

Other than as specifically set forth in this warranty, BEL makes no warranty, express or implied, with respect to the Product(s) and/or Part(s), and BEL disclaims any warranty of merchantability or of fitness for a particular purpose.

BEL's liability under this warranty shall in no event exceed the purchase price of the products or parts which are claimed to be defective.

BEL shall not be liable for any incidental, consequential, exemplary or special damages including but not limited to, loss of profits, loss of use, cost of removing or installing the product or parts, downtime, or the claims of third parties, and injuries or damages to persons or property.

EXCLUSIVE WARRANTY

It is the intent of the parties to this contract to fully and completely state the rights and obligations of the parties in this contract and BEL has specifically set forth in this warranty letter the extent and nature of the warranty on the Product(s) and Parts to be sold.

Customer acknowledges that it has read and understands this letter and agrees to be bound by its terms. Both BEL and Customer further agree that this contract is the complete and exclusive statement of the agreements between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral or written, between the parties and any third party relating to this contract.

This warranty letter may not be modified or altered except by written instrument duly executed by both BEL.

The performance and / or construction of the contract and all its terms and conditions will be regulated by the Israeli law, excluding rules on the conflict of laws. Any dispute arising between the parties out of or connected with the contract will be submitted to the exclusive jurisdiction of the court of Beer Sheva, Israel.