**TERMS AND CONDITIONS**

THIS IS AN AGREEMENT BETWEEN [ENTER NAME OF LEGAL ENTITY] ("**YOU**", OR "**YOUR**") AND MASSIVIT 3D PRINTING TECHNOLOGIES LTD. (“**MASSIVIT**") IN RELATION TO THE SALE AND USE OF THE PRODUCTS SPECIFIED IN THE PURCHASE ORDER.

**DO NOT SIGN THE PURCHASE ORDER UNTIL YOU CAREFULLY READ, UNDERSTAND, AND AGREE TO THE TERMS HEREOF. BY SIGNING THE RELATED PURCHASE ORDER YOU ARE ACCEPTING AND AGREEING TO BE BOUND BY THE TERMS HEREOF.**

THE TERMS AND CONDITIONS HEREOF TOGETHER WITH THE PURCHASE ORDER AND THE USER LICENSE AGREEMENT (THE "**PURCHASE DOCUMENTS**") CONSTITUTE THE COMPLETE AND EXCLUSIVE STATEMENT OF AGREEMENT BETWEEN YOU AND MASSIVIT, WHICH SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATION RELATING TO THE SUBJECT MATTER OF THIS TERMS AND CONDITIONS.

1. Representations. You represent to Massivit and undertake as follows: (i) you have the capabilities, the means and the required economic resources in order to fulfill your obligations under these Purchase Documents; (ii) the execution, delivery and performance of these Purchase Documents will not result in the breach or violation of any law or regulation applicable to you, or any contract or commitment by which you are bound; and (iii) you shall prepare and maintain the Customer's Site to meet the requirements as specified in the site preparation document provided by Massivit, and any such preparations or maintenance will not result in the breach or violation of any law or regulation applicable to you.
2. Title and Ownership. Title to the Printer or any part thereof, shall be transferred from Massivit to you only after actual receipt by Massivit of the total price of the Products (as specified in the Purchase Order) in full. Until the title to the Printer is fully transferred in accordance with the terms of the Purchase Documents, you shall not create any floating or fixed charge, lien, or other encumbrance in favor of a third party in relation to the Printer or any part thereof.
3. Reservation of Rights. Other than the rights explicitly granted in these Purchase Documents, you shall have no other rights, express or implied, in the Products, or any part thereof. Without limiting the generality of the foregoing, you acknowledge that the Printer, the Software and the Printing Material are commercially valuable and proprietary to Massivit, and you agree and undertake not to: (i) use the Printer, the Software or the Printing Material, or part thereof, other than as set out in these Purchase Documents; (ii) reverse engineer, decompile, disassemble, or otherwise reduce to human-perceivable form the Software’s source code, and/or the Printer or part thereof and/or reverse engineer, decompile or disassemble the Printing Material ; (iii) modify, revise, enhance, or alter the Printer, the Software or the Printing Material; (iv) copy or allow copies of the Printer, the Software or the Printing Material to be made; and (v) use any backup or archival copies of the Software, or allow any third party to use such copies, for any purpose other than to replace an original copy in the event of the destruction of such foregoing software components, if the Software becomes defective, and not to install the Software in any other computer system other than the Printer or designated computers, without Massivit's express prior written authorization. Without derogating from any remedies available to Massivit under these Purchase Documents, in the event of a breach of the above restrictions, the Warranty (as defined below) shall expire with immediate effect, and the license granted to you in accordance with these Purchase Documents, including the User License Agreement, shall be immediately and automatically revoked by Massivit.
4. Warranty. For a period of 12 (twelve) months after the Effective Date, or any longer period as may be required by law (the "**Warranty** **Period**"), Massivit warrants that the Products shall materially conform to the warranty specifications in as further described herewith (the "**Warranty**"). Subject to the provisions of this Section, the Warranty during the Warranty Period shall include repair of errors, replacement of damaged parts, including the related labor. In the event that you know or find out of an error in the Products, you shall immediately notify Massivit of such error. You hereby undertake to use the Products in a reasonable manner, and in full adherence with the instructions of Massivit, including, without derogating from the generality of the aforesaid, to strictly use the Printing Material only and not any other material while using the Printer. In order to enable Massivit to meet its responsibilities under the Warranty, you undertake to provide full access to the Products, including the option of remote connection through the internet, and free access to verify that the Products are operated by your employees who were trained by Massivit, and not to use the Products for other purposes than as specified by Massivit. In addition, you shall also be responsible to verify that the Products shall be operated in a safe and professional manner, in accordance with safety procedures and rules, and applicable environmental legislation, as updated from time to time, while adhering with laws and regulations published by any authority which apply to products such as the Products, and the instructions and procedures provided by Massivit, from time to time. In the event that during the Warranty Period, a service call, error or damage to the Products, are caused due to negligence, abuse, misuse, alteration, neglect, or unauthorized repair, replacement of a component, integration or installation, or by the use or attempted use of the Products, or part thereof, other than for the specific purpose, which is printing of large format plastic objects to be used for decoration and/or for advertising and promotions, as described in the website of the Company, and in complete compliance with the terms of these Purchase Documents, errors caused by the electricity infrastructure, you shall bear the costs of such repair, or any other work, including the cost of the materials and labor, in accordance with the applicable price list of Massivit at the time.
5. Limitation of Liability. OTHER THAN THE WARRANTIES SPECIFICALLY STATED HEREIN, MASSIVIT DOES NOT WARRANT THAT THE PRODUCTS, OR ANY PART THEREOF, WILL MEET YOUR REQUIREMENTS, OR THAT ITS OPERATION WILL BE UNINTERRUPTED OR ERROR OR BUG FREE. THE WARRANTIES STATED IN THIS SECTION ARE MASSIVIT'S SOLE AND EXCLUSIVE WARRANTIES PERTAINING TO THE LICENSED PRINTER AND SOFTWARE, AND MASSIVIT HEREBY DISCLAIMS ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Massivit shall not be liable (whether under contract, tort, including negligence, or otherwise) to you or to any third party, for any loss or damage, derived from indirect, special, incidental, or consequential damages, including, without limitation, any loss or damage to business earnings, lost profits or goodwill and lost or damaged data or documentation, suffered by any person, arising from or related with or connected to these Purchase Documents, including without limitation, services, customization, delivery, installation, use or performance of the Products, or any part thereof. Without derogating from the above, if Massivit is found liable (whether under contract, tort, including negligence, or otherwise), the cumulative liability of Massivit for all claims whatsoever related to these Purchase Documents, and including the Products, and services or otherwise, arising out of these Purchase Documents, shall not exceed the payments actually paid by you for the use of the Products, during the period of six (6) months preceding the event giving rise to such liability. The limitation hereof is intended to apply to all claims made by or on your behalf, without regard to which other provisions of these Purchase Documents have been breached or have proved ineffective.
6. Insurance. For such period as the Printer shall be in your possession or risk, including until the full payment of the total Products price, you shall insure the Printer for full replacement value against all insurable risks, including against such losses and risks associated with the Products (including, without limitation, product liability and professional liability coverage, contractual liability, third party liability, etc.), and in such amounts, as are reasonable and prudent in light of the nature and extent of your business (the "**Insurances**"). You shall include Massivit as a beneficiary under the Insurances and provide Massivit with copies thereof.
7. Intellectual Property. For the purpose of these Purchase Documents, the term “Intellectual Property Rights” means all intangible legal rights, titles and interests recognized by any jurisdiction, evidenced by or embodied in all: (i) inventions (regardless of patentability and whether or not reduced to practice), improvements thereto, and patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations in part, revisions, extensions, and reexaminations thereof; (ii) trademarks, service marks, trade dress, logos, trade names, and corporate names, together with translations, adaptations, derivations, and combinations thereof, including goodwill associated therewith, and applications, registrations, and renewals in connection therewith; (iii) any work of authorship, regardless of copyrightability, copyrightable works, copyrights (including moral rights) and applications, registrations, and renewals in connection therewith; (iv) trade secrets and Confidential Information, as defined in Section ‎8 herein; and (v) other proprietary rights and any other similar rights, in each case on a worldwide basis, and copies and tangible embodiments thereof, in whatever form or medium; All Intellectual Property evidenced by or embodied in or related to the Products shall be owned solely and exclusively by Massivit. All such Massivit’s Intellectual Property disclosed to you shall be used by you solely for fulfilling the performance under these Purchase Documents and for no other purpose and shall be returned immediately to Massivit upon the expiration or termination of these Purchase Documents.
8. Confidential Information. For the purpose of these Purchase Documents, the term “Confidential Information” means any material or information, disclosed by Massivit orally, visually or in writing relating to these Purchase Documents, the terms hereof, as well as to Massivit’s research, development, trade secrets and business operations and affairs, including, without limitation, any and all specifications, formulas, prototypes, computer programs (source and/or object code) and any and all records, data, ideas, methods, techniques, processes and projections, plans, marketing information, materials, financial statements, memoranda, analyses, notes, legal documents and other data and information (in whatever form), and which Massivit treats as confidential. You hereby acknowledge that title to all Confidential Information shall remain at all times with Massivit. In addition, you acknowledge that, except as otherwise provided herein, such Confidential Information is provided to you on an “as-is” basis and Massivit makes no warranties, express or implied, regarding the quality or completeness of such information. You shall not divulge any Confidential Information (including the existence of, terms and conditions of these Purchase Documents) to any person except to your own employees with a need to know the same. The provisions set forth in this Section ‎8 shall not extend to information which was rightfully in the possession of you prior to the commencement of the negotiations leading to these Purchase Documents, or which is already public knowledge or becomes so at a future date (other than as a result of a breach of your confidentiality obligations set forth herein). You shall ensure that your employees and subcontractors are aware of and comply with the provisions of this Section ‎8 and shall remain liable at all times for any acts or omissions of its employees or subcontractors. You shall establish and maintain, using a strict degree of care, sufficient security measures and procedures for securing safe custody of the Confidential Information and for the prevention of unauthorized access thereto or use thereof. Your obligations under this Section ‎8 shall survive the expiration or termination of these Purchase Documents perpetually.
9. Amendments. These Purchase Documents may only be amended by an instrument in writing, signed by each of the Parties hereto.
10. Waivers. Any waiver of any right or default hereunder shall be effective only if made in writing and in the instance given and shall not operate as or imply a waiver of any similar right or default on any subsequent occasion. No waiver by either Party of any breach or series of breaches or defaults in performance by the other Party, and no failure, refusal or neglect of either Party to exercise any right, power or option given to it hereunder or to insist upon strict compliance with or performance of either Party's obligations under these Purchase Documents shall constitute a waiver of the provisions of these Purchase Documents.
11. Assignment. You shall not assign, sub-license, subcontract, charge or otherwise encumber any of your rights or obligations under these Purchase Documents, without the prior written consent of Massivit.
12. Severability. Any Sections herein are devisable, and in the event either are found or ruled invalid, void, illegal or otherwise unenforceable, such Section shall be amended to the extent required to render it valid, legal and enforceable, or deleted if no such amendment is feasible, and such amendment or deletion shall not affect the enforceability of the other provisions hereof.
13. Headings and Annexes. The headings and sub-headings contained in these Purchase Documents are for convenience and reference purposes only and shall not affect in any way the meaning or interpretation herein. The Exhibits in these Purchase Documents are incorporated by reference and made an indivisible part hereof.
14. Termination. Massivit may terminate this Purchase Documents by giving you written notice, if: (i) you are in breach or default of any material provision of these Purchase Documents, including, without derogating from the generality of the aforesaid, any failure to pay any payment due to Massivit pursuant to these Purchase Documents, and you fail to cure the breach or default within seven (7) days after being given written notice specifying details of the breach or default and requiring the same to be remedied; (ii) you become insolvent or if bankruptcy, winding up, receivership or similar proceedings are commenced or issued by or against you.
15. Effect of termination. Upon termination of these Purchase Documents as a result of a breach or violation of these Purchase Documents by you, these Purchase Documents shall terminate with immediate effect, and you shall: (i) cease all use of the Printer and Software; (ii) return, at your own cost, the Printer and the Software and all copies thereof, as well as any and all documentation and confidential information and any part thereof within your possession, to Massivit; (iii) certify in writing to Massivit that all copies and partial copies of the Software and confidential Information and Documentation have been either returned to Massivit or otherwise erased or destroyed and deleted from any computer libraries or storage devices and are no longer in use by you; and (iv) Massivit shall be entitled to act in remote, in order to deactivate the Prepress Software. Notwithstanding anything to the contrary, the following Sections in the Terms and Conditions shall survive any termination of the Purchase Documents: 3, 5, 7, 8, 16 and 18.
16. Governing Law and Jurisdiction. These Purchase Documents shall be construed and governed exclusively in accordance with the laws of the State of Israel, excluding its conflict of law provisions, and only the courts in Tel Aviv, Israel shall have jurisdiction in any conflict or dispute arising hereof.
17. Notices. All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly given or made as of the date delivered or transmitted, and shall be effective upon receipt, if delivered personally, sent by air courier, or sent by electronic transmission, with confirmation received.