



GENERAL TERMS AND CONDITIONS (Exhibit A)

These General Terms and Conditions (“**Terms and Conditions**”/ “**T&Cs**”) of Blade Ranger Ltd. (“**Blade Ranger**”) govern purchase order no. [] (“**PO**”) for the Blade Ranger’s products identified in the PO (“**Product(s)**”). The T&Cs constitute an integral part of the PO. By signing the PO, the customer agrees to be bound by the provisions of these T&Cs (the “**Customer**”). These T&Cs, together with the PO (collectively, the “**Agreement**”), shall constitute a binding contract between the Customer and Blade Ranger. In the event of any discrepancy between these terms and the PO, these T&Cs shall govern unless specifically and expressly that the stated otherwise in the PO.

1. DELIVERY AND SHIPPING

1.1. Unless specified otherwise under the PO, the Product will be delivered Ex-works (Incoterms 2020) Blade Ranger’s facility, Ramat Efal, Israel. Risk of loss, damage, or destruction of or to any of the Product passes to Customer upon delivery of the Product at the designated Blade Ranger’s facility. Blade Ranger shall not be held responsible for any loss caused to the Customer in case of non-delivery or late delivery of the Product by the transporter identified in the PO.

1.2. Blade Ranger will make reasonable efforts to meet the estimated delivery date stated in the PO but will have no liability for failure to do so.

1.3. In the event of a delay for any reason, Blade Ranger will promptly inform Customer of its expected duration. Notwithstanding the foregoing, in the event of a delay attributable to Blade Ranger, exceeding 30 days from the estimated delivery date stated in the PO, Customer shall be entitled, as a sole remedy for such a delay, to terminate the order covered under the PO by written notice to Blade Ranger.

2. TITLE; INTELLECTUAL PROPERTY

2.1. The Product/s shall remain the property of Blade Ranger until Customer pays the full total purchase price set out in the PO. Title shall pass to Customer only upon full payment for the Products.

2.2. Notwithstanding the foregoing, it is clarified that Customer shall at no point acquire any rights, title or interest in any Intellectual Property (as defined below), Intellectual Property Rights, and/or Confidential Information pertaining to, or included in, the Product, and in any improvements, enhancements, modifications, developments, to the Product, resulting from the Services provided under the PO, and/or from any input, feedback or other contribution of Customer and anyone in its behalf (referred to herein as “**Product Technology**”), other than the right to use the Product, including the Product Technology.

Blade Ranger remains the exclusive and sole owner of any and all rights, including Intellectual Property Rights in and to the Product Technology. Customer’s use of the Product is limited to that specifically and explicitly permitted under these T&Cs and in the Products’ specifications/user manual.

For the purpose hereof, “**Intellectual Property**” shall mean all intellectual property, industrial property, confidential information, and trade secrets, including without limitation, know-how, technology, inventions, proprietary processes, formulae, models, and methodologies, technical data, processes, algorithms, code - incorporated, embedded, included or otherwise provided in or with the Product and/or the Services; in each case, whether or not registered, patented, registrable or patentable or otherwise protectable. “**Intellectual Property Rights**” means all intangible legal rights, titles and/or interests, including without limitation, all inventions, patents, patent applications, trademarks, service marks, trade dress, logos, trade names, and corporate names, domain names, any work of authorship, copyrights, trade secrets, design, Confidential Information (as defined below), and all other proprietary rights in whatever form or medium, in each case on a worldwide basis; together with all revisions, extensions, reexaminations translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith.

2.3. Without limiting the foregoing, any feedback, suggestions, ideas or other inputs that Customer provides Blade Ranger in connection with the Product/s may be freely used by the Blade Ranger to improve or enhance its products and services and, accordingly, all rights to such improvements and/or enhancements, shall vest solely with Blade Ranger.



3. PRODUCT WARRANTY

3.1. Customer shall be responsible to inspect the Products upon receipt. To the extent that Customer has not notified the Blade Ranger within seven (7) days of receipt of a Product of an issue with the delivery or the Product including providing detailed information with respect to such issue, the Product/s shall be deemed accepted.

3.2. Blade Ranger warrants for Customer's sole benefit, that for a period of twelve (12) months following the delivery of the Products to Customer ("**Warranty Period**"), the Products will perform substantially in accordance with the specifications thereof and will be substantially free of defects in material and workmanship under normal use (the "**Warranty**")

3.3. If, during the Warranty Period, a defect in a Product is discovered, then subject to the receipt of prompt notification of such defect from Customer according to the SLA procedure set out in **Exhibit B** of the PO, Customer's sole and exclusive remedy, and Blade Ranger's sole and exclusive liability, for any breach of this Warranty, shall be to provide the support and maintenance services according to **Exhibit B** of the PO.

3.4. Blade Ranger's Warranty shall not extend and shall not apply to defects or damages caused by: (i) the use of the Product by Customer or any third party, not in accordance with the Product's documentation user manual, and/or not for a purpose for which it is intended; (ii) misuse, accident, unsuitable physical or operating environment, operation in other than the specified operating environment; (iii) by any modification or alteration to the Product by Customer or any third party without the written consent of Blade Ranger; (iv) services in connection with the Product performed by a third party which is not authorized to do so by Blade Ranger in advance and in writing.

In addition, and for the avoidance of doubt, the Warranty does not apply to consumable parts (such as batteries, etc. tracks, filters or brushes that are designed to diminish over time), to normal wear and tear or the normal aging of the Product, and to third party's components.

3.5. This warranty shall be exclusive with respect to the Product, in lieu of any and all other warranties, guarantees, promises, or representations whether written, oral or implied, and no other warranty in respect to the Products, is or was given by Blade Ranger, such that any other warranty, including without limitation with respect to merchantability, satisfactory quality or fitness for a particular purpose.

4. SUPPORT AND MAINTENANCE

Following the expiration of the Warranty Period Customer Blade Ranger shall provide Customer with such technical support and maintenance services as detailed in Exhibit B ("**Services**"), subject to payment of the consideration set out in the PO.

5. PURCHASE OF PARTS AND CONSUMABLES

Customer acknowledges that the Product are designed to be used only with genuine spare parts and consumables. Any use of unauthorized spare parts and consumables shall affect the cleaning quality and hardware performance and may also result in irreparable damage to the Product. Without derogating from the aforesaid, Customer undertakes to purchase spare parts and consumables only from Blade Ranger or from third parties specifically approved in advance and in writing by Blade Ranger. Customer acknowledges that in the event of a breach of the aforesaid undertakings, Blade Ranger shall be entitled, without derogating from any other right or remedy available to Blade Ranger according to applicable law, to terminate the Warranty or any of its other support and/or maintenance obligations hereunder, with immediate effect, by written notice to Customer.

6. CONSIDERATION; TAXES; LATE PAYMENT

In consideration for the Product provided by Blade Ranger under this Agreement, Customer shall pay Blade Ranger the prices stated in the PO. All prices in this proposal are exclusive of VAT and any other applicable taxes or duties, which shall be borne and paid by Customer, and no deduction of any kind, including any withholding of tax shall be made by Customer from any amounts owed to Blade Ranger hereunder. Customer shall be solely responsible for and bear all liability with respect to payment of any and all taxes, levies, dues or impositions applicable thereto, in connection with the payments made by Customer hereunder. Without derogating from any right or remedy available to Blade Ranger hereunder or under applicable law, any payment owed to Blade Ranger, which is not timely paid, shall accrue interest from said due date until the date of actual payment at the monthly rate of 1%.

7. EXPORTAT AND OTHER REGULATIONS

Customer shall be responsible for applying for and obtaining, at its sole expense, any and all approvals, consents, permits or other



authorizations required for the receipt and use of the Products. Blade Ranger shall provide Customer with such technical information regarding the products, which may be reasonably required by Customer in connection with the application for, and obtaining of, said permits and other authorizations.

8. LIMITATION OF LIABILITY

OTHER THAN THE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, CUSTOMER ACKNOWLEDGES THAT THE PRODUCT IS BEING PROVIDED 'AS IS'. BLADE RANGER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE (EVEN IF ON NOTICE OF SUCH PURPOSE), NON-INFRINGEMENT, SATISFACTORY QUALITY, OR THAT THE PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE.

IN NO EVENT SHALL BLADE RANGER BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTIES, WHETHER IN CONTRACT, TORT OR OTHERWISE FOR ANY INDIRECT, INCIDENTAL, SPECIAL AND/OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY DAMAGE OR INJURY TO BUSINESS EARNINGS, LOST PROFITS AND/OR GOODWILL SUFFERED BY ANY PERSON (OR ENTITY) ARISING FROM AND/OR RELATED WITH THESE TERMS AND CONDITIONS AND/OR ANY PRODUCT AND/OR ANY SOFTWARE TO BE PROVIDED HEREUNDER, EVEN IF BLADE RANGER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT SHALL THE TOTAL LIABILITY OF BLADE RANGER FOR ANY CLAIM UNDER ANY CAUSE OF ACTION IN CONNECTION WITH THIS AGREEMENT AND THE PRODUCT BE PROVIDED HEREUNDER EXCEED THE FEES PAID TO BLADE RANGER BY CUSTOMER UNDER THE PO.

9. CONFIDENTIALITY

9.1. Confidential Information (as defined below) of either Party shall be retained in strict confidence by the other Party until such information becomes public through no action or inaction of such Party and shall be used, disclosed, and copied solely for the purposes of, and in accordance with, this Agreement. Each Party shall only disclose Confidential Information of the other Party to those employees with a need to know such Confidential Information for the purposes of this Agreement, and who have executed an obligation of confidentiality and restriction of use similar to the terms hereof. Each Party shall use the same degree of care as it uses to protect its own confidential information of a similar nature, but no less than reasonable care, to prevent the unauthorized use, disclosure or publication of the Confidential Information. "**Confidential Information**" means any proprietary business, marketing, technical, scientific or other information disclosed by either Party, including, without limitation, any know-how, trade secrets and other proprietary information relating to either Party. It is hereby agreed that, without limiting the foregoing, all Intellectual Property Rights in and to the Product, and any and all documentation, user guides and manuals, and other data and materials related to the foregoing or made available by Blade Ranger to Customer pursuant to this Agreement, the prices set out in the PO, are considered as Confidential Information of the Blade Ranger.

9.2. Customer acknowledges that Blade Ranger is a publicly traded Blade Ranger in the Tel Aviv Stock Exchange, and therefore, the Confidential Information may be considered as an inside information, pursuant to The Securities Law, 1968 which prohibits the use of inside information (including making transactions in the securities of the Customer or providing information about the Customer). Accordingly, Customer undertakes to comply with the Israeli Law and any other applicable insider information laws and regulations.

10. MISCELLANEOUS

10.1. Force Majeure. Blade Ranger shall not be liable for any damage and/or loss of any kind due to default or delay in the performance of its obligations to the Customer, caused by or related to any circumstances of force majeure, including act of God, fire, war, terrorism, hostilities, accident, scarcity of supplies, government action, or any other circumstances beyond Blade Ranger's reasonable control.

10.2. Assignment. This Agreement may not be assigned without the prior written consent of the other Party, except that Blade Ranger may assign this Agreement in connection with a merger, acquisition, sale of all or substantially all of Blade Ranger's assets or other such corporate reorganization. This Agreement may only be amended by a written document executed by both Parties.

10.3. Governing Law. Jurisdiction. Unless otherwise stated, this Agreement shall be governed by, interpreted and enforced in accordance with the laws of the State of Israel, without regard to its conflict of law principles. All actions, suits or proceedings under or related to this Agreement shall be adjudicated in the courts of Tel Aviv, Israel, to the exclusion of any other jurisdiction,



and the Parties hereby irrevocably consent to the exclusive jurisdiction and venue of such courts.

10.4. Publicity. Blade Ranger may identify Customer on Blade Ranger's website(s) and other marketing materials as a user of the Product.

10.5. Notices. All notices permitted or required hereunder shall be in writing and shall be sent by email, registered mail (postage prepaid) or personal delivery at the email or property address set out in the PO or at any other e-mail or address as either Party may specify in writing. Any such notice will be deemed as being received on the date of transmission of e-mail or personal delivery unless given outside normal business hours in which case such notice shall be deemed as being given on the next business day, or if sent by registered mail, on the fifth day after being sent (unless such day is not a business day in which event the notice shall be deemed as being given on the next business day).

10.6. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

