



IARRAYS Ltd. ("Seller")

Standard Terms and Conditions of Sale (Updated on January 1st, 2011)

1. DEFINITIONS.

As used below, "Seller" means IARRAYS Ltd. or its affiliate, as applicable, "Product" means any product sold by Seller and "Buyer" means a party purchasing any Product from Seller.

2. APPLICABLE TERMS.

All sales by Seller to Buyer, whether initiated by written purchase order, electronic means, telephone or any other method, will be subject to the following: (a) if a formal agreement is then in effect between Buyer and Seller and applicable to such sale (a "Sales Agreement"), then any term in the Sales Agreement that conflicts with these terms will apply, and these terms will otherwise apply; and (b) if no Sales Agreement is in effect, these terms, and the Product description and quantity specified in Buyer's order as accepted by Seller, will make up Buyer's complete contract with Seller. In order to promote their safe and effective use, all Products are provided solely for use or consumption by Buyer, and any resale or other transfer of any such Products by Buyer is prohibited and will constitute a material breach of these terms. These terms may be modified only by the written agreement of Buyer and Seller. By purchasing Products from Seller, Buyer confirms its agreement with these terms, and agrees that, even if Buyer sends Seller another form of agreement or terms, or modifications to these terms, and Seller does not respond these terms shall govern.

3. PRICES.

All prices quoted or published by Seller may be changed at any time without prior notice. Unless otherwise agreed upon all prices for the Products shall be as specified by Seller or, if no price has been specified or quoted, shall be Seller's price in effect at the time of shipment. All prices shall be subject to adjustment on account of specifications, quantities, shipment arrangements, or other terms or conditions that are not part of Seller's original purchase proposal.

Prices for the Products are exclusive of all taxes, duties, and other levies imposed by governmental authorities, all of which must be borne by the Buyer.

4. LICENSE FEE.

All software or applications or products selling by seller can be transferable from one device or computer to another device or computer. The SLT (Software License Transfer) is subject to seller terms and conditions and a nominal fee (10% on the price of product, exclusive of taxes) may be chargeable. Unless there are other mutually agreed upon terms between Seller and the transferee, the License Fee shall be payable by the transferee in accordance with Seller's standard terms and conditions.

5. LIABILITY.

Seller does not accept liability for the information on the Website communicated to be up to date, complete or correct or that it is transmitted currently and technically faultless.

6. LIMITATION OF CLAIMS.

Except as agreed in the Limited Warranty set forth above, Seller will not be responsible for any harm arising out of Buyer's purchase, possession or use of any Product, whether based in contract, warranty, negligence or other tort, strict liability or otherwise. SELLER WILL NOT BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, EQUIPMENT DOWNTIME, COST OF ANY SUBSTITUTE FOR PRODUCTS, CLAIMS OF THIRD PARTIES OR INJURY TO PERSONS OR PROPERTY. THIS LIMITATION SHALL APPLY NOTWITHSTANDING A FINDING THAT ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

7. ELECTRONIC COMMERCE.

Buyer may not share any password, access code or similar credential issued to it by Seller, and Seller reserves the right to suspend or revoke any such credential. Buyer is solely responsible for ensuring the security and integrity of its ordering process. Any information provided by Seller via any Internet site or electronic communication (i) is subject to correction or change without notice, and (ii) is provided for the sole use of Buyer for purposes of facilitating individual transactions involving the purchase and sale of Products. Seller may issue electronic invoices for any purchases of Products made using the Internet, e-mail or any other computer-based electronic communications method, and agrees to honor such invoice as if it had been delivered in writing.

8. PRODUCTS.

Seller sells own products. Seller does not accept liability for the information on the Website communicated to be up to date, complete or correct or that it is transmitted currently and technically faultless.

9. GENERAL CONDITIONS.

Buyer is obliged in case of registration to give the required data completely and correctly. In addition, Buyer undertakes to update his data in case of modifications immediately and without being asked to do so. Buyer is obliged to protect his access data with utmost care and against access by third parties.