

The terms and conditions set forth herein are applicable to the Purchase Order ("PO") issued by Mellanox Technologies, Ltd. or its affiliates ("Mellanox"), and by accepting the PO or delivering the goods, Supplier agrees to be bound by these terms and conditions.

1. Supplier shall confirm in writing the PO within three days of receipt of the PO and only provide those goods or services which as specified on the relevant PO. Should Supplier be required to provide additional goods or services then an additional PO must be issued by Mellanox. Supplier shall add Mellanox PO number to each invoice and make sure that it correctly reflects the PO.
2. All goods or services purchased by Mellanox shall be provided in accordance with the time frames set forth in the PO and shall be provided in a professional and efficient manner in accordance with industry standards.
3. **International shipments:** Prices include packing as per standard industry practice or as separately agreed upon in writing by Mellanox and Supplier. All shipments must be accompanied with a detailed commercial invoice which must include the applicable Mellanox part numbers, clear description (without abbreviations), quantity, unit cost and total sum, incoterms as specified below, Mellanox PO number, and HTS (customs classification). In addition, a packing list to show the weight & dimensions of each box will be included with the shipment.
4. **Domestic shipments in Israel:** Price shall include the domestic delivery to Mellanox locations in Israel. Risk of loss will remain with Supplier until complete delivery to Mellanox.
5. Title of the goods shall pass to Mellanox upon payment for the applicable goods. Risk of loss shall pass to Mellanox in accordance with Rule: EXW –Supplier warehouse Incoterms 2010.
6. Supplier must provide all goods and services at the agreed upon delivery date. Any partial shipment or provision of goods or services must be preapproved in writing by Mellanox.
7. Mellanox may, at no cost, reschedule deliveries of goods or services in accordance with the following guidelines: (a) Mellanox may delay shipment of ordered goods or of provision of any services upon at least five business days' written notice delivered to Supplier prior to the confirmed delivery date; (b) Mellanox may cancel delivery of any ordered goods or services by written notice to Supplier at least seven days prior to the confirmed delivery date;
8. Mellanox shall be entitled to cancel the PO immediately in the event the goods or services: (a) are delayed by more than seven days from the confirmed delivery date; (b) do not comply with the specifications, or (c) do not conform to representations made by Supplier. In addition, Mellanox shall be entitled to other remedies, such as receiving conforming goods or services and indemnification for any damages incurred by Mellanox.
9. Unless otherwise specified by Mellanox, payment terms will be end of month + 62 days. No payment will be made prior to receipt of goods, services or deliverables. Any terms on Supplier's invoice are hereby rejected. Should Mellanox be obliged to pay or withhold any amount with respect to any taxes or dues levied in any territory, for which the Supplier is responsible as stated above, then Mellanox may forward said payment or withholding to the relevant tax authorities and such payment or withholding shall be set off from any payment payable by Mellanox under the relevant PO, unless Supplier provide Mellanox with a certificate from the relevant tax authority exempting it from such taxes.
10. Supplier shall repair or replace any defective product, within the applicable warranty period. Supplier will use diligent efforts to repair or replace defective goods or services within 14 business days of Mellanox submitting an RMA request. Should supplier not be able to provide the above mentioned remedy then Mellanox shall be entitled to a full credit for all of the defective goods or services.
11. Supplier warrants that the goods, services and the use thereof by Mellanox and its distributors, resellers, customers and end-users shall not infringe any trademark, trade name, existing patent, pending patent, design or other right, including intellectual property right, of any third party, and undertakes to indemnify Mellanox and its customers for any infringement of a third party's intellectual property rights anywhere in the worlds. Unless otherwise agreed between the parties in a signed writing, Supplier hereby grants to Mellanox a worldwide, perpetual, non-transferable, non-exclusive, fully paid-up, royalty free, multi-site right and license, with the right to sublicense, to market, use, distribute, maintain, reproduce (in any medium including firmware), translate, prepare, display, lease and sell any software and documentation related to the goods.
12. Supplier shall not be entitled to set off any amount against Mellanox, and hereby waives its right to suspend or set off on any basis whatsoever. These Terms and Conditions shall be governed by the laws of the State of Israel.
13. **UNDER NO CIRCUMSTANCES WILL MELLANOX OR ITS SUBSIDIARIES OR AFFILIATES BE LIABLE FOR ANY DIRECT OR INDIRECT LOST PROFITS, LOST SAVINGS OR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES EVEN IF ADVISED OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES.**