

Annex L - Agreement

Executed in Herzliya on _____

Between: **Energy Infrastructures Ltd. and/or Oil Products Pipeline Ltd.**

From 3 Sadnaot St., A.T. Herzliya

(Hereinafter: the "**Company**"/the "**Orderer**"/ the "ordering party") of the first part;

And between: _____

(Hereinafter: the "**Contractor**"/ the "**Service Provider**") of the second part.

WHEREAS, the company is interested in the planning, procurement, execution, implementation, delivery, and inspection of the project, as defined below, with the help of a contractor; and

WHEREAS, for the purpose of promoting the project, the ordering party published tender No. PD22000956 for the Provision of Engineering, Procurement & Construction (EPC) Services Fuel Storage Tanks Construction Project (hereinafter: "the tender"), for the selection of a contractor who will design and execute the project, all as detailed in this agreement; and

WHEREAS the contractor has submitted a bid for the tender, which is attached to this agreement and is an integral part of it; and

WHEREAS, within the framework of the proposal, the contractor stated that he can and wishes to carry out the project in accordance with the schedule and under the conditions established by the company, for the amount stated in the proposal and in accordance with the provisions of this agreement, as a project by the planning-procurement-execution method, and stated that he has the experience, the skills, the appropriate personnel, the knowledge, the technological means and the professional ability required to do so; and

WHEREAS: based on the contractor's proposal and the information he provided as part of it, the contracting authority's tender committee announced the contractor's proposal, in the amount of _____ NIS (without VAT) (in words: _____ new shekels without VAT), as the winning bid in the tender. and accordingly, the company wishes to enter into a contract with the contractor for the planning and execution of the project in accordance with the provisions of this agreement and the tender documents (hereinafter: "the consideration").

and whereas: and the contractor wishes to undertake to plan and execute the project, as an independent contractor, in accordance with the provisions of the agreement.

NOW THEREFORE, it was declared, conditioned and agreed between the parties as follows:

1. Definitions and Interpretations

1.1. In the agreement, as defined hereafter, the words and expressions will have the following meaning:

The “**Company**” means Energy Infrastructures Ltd. and/or Oil Products Pipeline Ltd.

The “**Contractor**” means the bidder with whom the Company has signed the contract for the performance of the work, including the Contractor’s legal representatives, successors and assigns including his subcontractor.

“**Subcontractor**” means any third party (other than the Contractor) which was given by the Contractor with the consent of the Company or its authorized representatives, any part of the Contractor’s obligations to perform by subcontracting, including the subcontractor’s legal representatives, successors and assigns.

The “**Engineer,**” or the “**Project Manager**” means the head of the Company’s Engineering department and/or any other employee of the Company and/or any other Engineer on behalf of the Company, who has been appointed by the Company to serve as “Engineer” for the purpose of the agreement, and the Contractor has received written notice from the Company regarding his appointment as mentioned.

The “**Engineer’s Representative**” means any person other than the “Engineer” appointed from time to time expressly by the Engineer, for the purpose of performing the duties reserved according to the agreement for the “Engineer’s Representative”.

“**Equipment**” means mobile or stationary equipment, machinery, tools, lifting equipment and any other equipment brought to the Site by the Contractor.

The “**Works**” means all the services, all the materials and the equipment to be provided, all the works to be performed or that the Contractor is responsible for performing, structures and installations, whether permanent or temporary, which the Contractor must construct or assemble in accordance with the Agreement, or any part of these things, including any additional or special work or undertaking, or such that a change has been made to it, and any other work, whether explicit or not, to be imposed on the Contractor accordingly (in the framework of its powers), including temporary work required for its performance or in connection with the performance of the agreement and/or additional and/or partial works and including modifications work and inspection.

The “**Agreement**” or the “**Agreement Documents**” means all the Agreement Documents including the tender documents (to the extent that there was a tender), the plans and all the documents relevant to the contractual engagement and any agreed amendment of the agreement.

It will be clarified that the invitation to bid and all its appendix is an integral part of the contract – and will be marked as appendix G.

The “**Specifications**” means the specifications and/or the technical volume appended to the Agreement and/or mentioned in the Agreement and/or any amendment thereto provided by the company and/or by the contractor and that it was approved by the Company - and they constitute an integral part of the Agreement.

The “**Plans**” means the plans in Part 5 and/or any other plans appended to the Agreement, and any modifications thereof as approved in writing by the Company, and any other or additional plan or other plans or other drawings or any technical material as submitted from time to time to the Contractor or as approved in writing by the Company, or as prepared by the Contractor and approved for execution by the Company.

The “**Site**” means land on which, through, below or above the work will be performed and their immediate surroundings, and other places where, on, through which or below the work the work is performed, including land or other places allotted by the Company for the purpose of performing the agreement.

“**Approved**”, “**Approval**” means prior written approval.

“**Statutory Holiday**” means any official statutory holiday in the State of Israel.

“**Maximum Scope of the Agreement**” means the amount specified in section 3 of Part 1 of the agreement as the limit of the consideration to be paid by the Company for the works.

“**Engineering Construction Works**” - as defined in the Occupational Safety Ordinance [New Version] 5730- 1970.

" Fixed price" - The payment for the provision of the services in accordance with the provisions of this agreement and for the fulfillment of all the contractor's obligations under the agreement will be a total and fixed amount.

1.2. In this agreement words relating to human beings also refer to companies and corporations. Words in the singular form or related to the male gender also refer to the plural form and the female gender, and vice versa, all according to the context of the matter. The appendices to this Agreement constitute an integral part thereof. The titles in the agreement are for convenience only and will not be used for the purpose of its interpretation.

2. The Contractor’s Statements

2.1. Examining the Site and the Agreement Documents

2.1.1. The contractor will provide the company with planning, procurement, and construction services (EPC) for the Provision of Services for Fuel Storage Tanks Construction Project. the contractor will be responsible for planning the project for its various stages; To carry out all the procurement operations necessary for the execution of the project until the final delivery after the company's approval and responsibility for the quality of the services during the inspection period. The contractor is also Responsible for the quality of the work during the inspection period.

2.1.2. The Contractor hereby declares that he has examined and checked the Site and its surroundings and the conditions of the place where the works are to be performed, the quality of the land, the quantities and nature of the works and materials needed to perform the work, the nature of the works performed by other contractors in the project (if any) their access ways to the Site, and all the parties that must be coordinated with and that could have an impact on his bid or obligations, he has carefully examined the Agreement Documents, the required permits and approvals and the plans and all the other factors and/or issues and/or matters required and he has seen that they are

sufficient for the purpose of carrying out the works he undertook to carry out under the terms of this agreement.

2.1.3. The contractor hereby declares, confirms and undertakes that he is aware that the mechanism and instructions described above, regarding works by the planning-procurement-execution method, including the rights of the company and the responsibilities imposed on the contractor within them, constitute an integral part of this agreement, and they reflect a reasonable distribution of risks naturally imposed on the contractor. Due to the nature of the project carried out by the method of planning-procurement-execution, as part of it, among others, the contractor assumes full responsibility for the planning of the project, the execution of all the procurement operations necessary to complete the project, as well as the execution of the project until it is handed over to the company, including conducting independent tests and accepting full responsibility for exposures, requirements, possible limitations, tests, investigations, aspects, analyses, assumptions. The origin, the statutory, engineering, legal information necessary for the execution of the project in accordance with the requirements and objectives defined for it in the documents of this agreement.

2.1.4. The contractor will take full responsibility to, plan and perform the works based on the elements detailed in the agreement documents and the technical specifications. Also, in addition, the contractor will consider and fulfill within the framework of the planning, execution and financial offer, all the elements of the works, including the additional elements, contents, additions, details, contents, facilities, the equipment and materials necessary for the planning and execution of the said elements, even if they did not appear explicitly in the agreement documents and in the technical specifications and even formulate appropriate planning solutions for them.

2.1.5. The contractor hereby declares that he has considered the risks and obligations imposed on him according to the aforementioned. The contractor also declares that he has considered the rights of choice granted to the company within them and within the framework of the provisions of the agreement, and that he hereby waives any claim, demand and claim in connection therewith, including such claims, demands and claims, which originate from their application of the company's rights or even in the non-implementation of the rights.

2.1.6. It is further clarified that approval or clarification, or advice given by the company to the contractor will not detract from or impair the contractor's responsibility for the planning, procurement, execution, implementation, delivery, and inspection of the project in accordance with the provisions of this agreement in terms of the quality, schedule or in the rest of the obligations imposed on him in accordance with the agreement documents.

2.1.7. It is hereby clarified to the Contractor that this statement above, regarding his tests and examinations as set forth above, constitute the basis for the Company's consent to enter into this Agreement with him.

2.2. Satisfactory Bid

2.2.1. The Contractor declares that the prices of the units written in the bill of quantities are correct and appropriate and they will constitute the final and complete consideration for the Contractor's obligations by virtue of the agreement. It is clarified that no claim will

be accepted of the Contractor for additional payment or a claim of exemption from an obligation, by claiming that there was a misunderstanding or lack of information or error etc. (including geological, statutory conditions and any other similar information).

2.2.2. The Contractor declares that he was convinced based on his preliminary examinations that the consideration written in the agreement and the prices in the bill of quantities are satisfactory and constitute fair consideration for all his obligations according to the agreement.

2.2.3. The Contractor hereby waives any claim arising in whole or in part from not studying and/or from an incorrect assessment of the working conditions or the Site by the Contractor. For the avoidance of doubt - the Contractor also waives any claim regarding time and/or resources invested by him, if invested, in order to study the working conditions, performance of the project, etc. The prices of the agreement are final prices, which include the performance of the work and all of its parts, completely and in full, in accordance with all the provisions of the agreement and all its appendices, and they will not change for any reason that is not explicit and set forth in this agreement, including and without prejudice to the generality of the aforesaid, as a result of a change in work wages, in the prices of the materials, transport expenses, currency rate, various indices, taxes, levies and/or mandatory payments existing or new and/or for any other reason whatsoever.

2.3. The contractor's responsibility for performing tests and verifying relevant data

2.3.1. It is clarified that the description of the services given in the agreement documents is a general description only, and the contractor must provide all the services required for the execution of the project, as may be required during the contract period.

2.3.2. When the contractor will enter his position, the supplier will be required to learn all the information regarding the project, including: the goals of the project, the factors involved, the division into segments, the phases of the project, the schedule, the milestones, the constraints, the statutory situation, the project planning documents, the requirements of the various authorities regarding the execution of the project and the company's procedures.

2.3.3. It is hereby clarified, and this is one of the principles of this order and the principles of the agreement, that the company has not presented and does not present any representation to the contractor regarding the correctness, completeness and compatibility of any detail provided on its behalf within the framework of this agreement and the tender published by it regarding the project. And that in the relation to data or the law. In the delivery of any document on behalf of the company to the contractor does not constitute a commitment by the company and/or anyone on its behalf that what is stated in the document is complete, true and accurate or a waiver of the contractor's overall, complete and exclusive responsibility for the quality of the design and the other services that will be provided on its behalf.

2.3.4. There is nothing in any document from the agreement documents or the tender documents, and everything that is stated in them or that is not stated in them, to establish the contractor any right or any claim against the company or anyone on its behalf. and it does not oblige the company to approve the contractor's design, based on

what is stated in the agreement documents and/or documents the tender or any of its components.

- 2.3.5. Reliance by the contractor and/or anyone on his behalf, on information contained in the agreement documents and/or the tender documents, is his responsibility. The information contained in the agreement documents and/or the tender documents shall not impose any responsibility on the company and/or anyone on its behalf in connection with such information and/or its use, to the extent that it is done by the contractor and/or anyone on his behalf. Without detracting from the generality of the foregoing, the company and/or anyone on its behalf will not be held responsible for any type of damage, loss or expense incurred by the contractor and/or anyone on his behalf and/or any third party due to reliance on such information.
- 2.3.6. As written above, the contractor has full and exclusive responsibility to carry out on his own and at his own expense (without being entitled to payment, compensation or indemnification for this) through specialist and dedicated professionals on his behalf - both as a planner in all the relevant disciplines, both regarding the procurement of all the necessary equipment and materials, and as a contractor Performer - to check, investigate, verify, complete and process all the data for planning and execution. as well as the background data that may constitute supplementary information for the needs of his engagement in this agreement, for the planning and execution of the works according to it, and this in both the background documents and the binding documents, without exception.
- 2.3.7. The contractor will take full and exclusive responsibility to examine himself, through specialist and dedicated professionals on his behalf (both responsibility as a planner and responsibility as an executive contractor). all the data that requires clarification, on all their levels, their professional, engineering, statutory, legal aspects and the implications of all of these on the planning and execution of the project. including but without detracting from, the quality and feasibility of the technical specification attached to the agreement, its adaptation to the execution period and project milestones, the mutual contexts, integration and compatibility between each of the documents and requirements of the agreement, as well as in particular - any deficiency, non-verification, contradiction, defect, error, omission, lack, To the buyer etc. (hereinafter collectively: "defect in the documents"), included in the agreement documents.
- 2.3.8. The contractor will take the full and exclusive responsibility for any defect in the agreement documents and/or the tender documents, as well as for any consequence arising from such a defect, on the planning and/or on the procurement of the equipment and materials and/or on the execution of the project. including but without detracting from aspects related to the quality of the design, quality The execution of the works, the conformity of the works to the provisions of any law and/or to accepted engineering standards, the mutual relationships, the integration and the adjustments between the documents of the agreement, the effect of the defect on delays in the project schedules and on compliance with the milestones included in its framework, etc.
- 2.3.9. The contractor hereby waives and will also be prevented and silenced from raising any claim, demand, claim of any kind and type in connection therewith. and in particular claims regarding reliance on what is stated in the agreement documents and/or the tender documents, including regarding the updating of the schedule and/or updating of the consideration due to this (including in the form of change instructions).

- 2.3.10. Without detracting in any way from any provision of the provisions of the agreement, and the contractor's responsibility according to it, it is hereby clarified that, as part of and as an integral part of the contractor's responsibility, to submit his design proposal in accordance with the instructions of the tender documents, the contractor shall take the full and exclusive responsibility to examine the tender documents very carefully, through Planning professionals - experts on his behalf, step into the shoes of the document editors on behalf of the company, and accept full responsibility for the agreement documents and/or the tender documents as if they were prepared by him from the beginning.
- 2.3.11. The data appearing in the agreement documents and/or the tender documents and/or any other information/data produced by the company and/or by anyone on its behalf (including information, descriptions, explanations, documents, evaluations, publications as stated provided and/or distributed by the company, and/or by someone on its behalf as part of and/or as part of the tender and/or in connection with the project), as a representation, statement or any commitment on behalf of the company and/or someone on its behalf. among other things in relation to the project Its planning, execution and distribution of the risks arising from it. except if the subject has been defined otherwise explicitly and in writing within the framework of the tender documents, and the company does not guarantee the completeness, correctness, accuracy and reliability of any of the aforementioned data. The information provided by the company does not in any way reflect the full information necessary for the contractor to enter into this agreement. In addition, it is clarified that from the date of delivery of the information until the date of signing the agreement and/or until the date of performance of any of the contractor's obligations pursuant to it, changes will apply to the information provided by the company.
- 2.3.12. Without detracting from any provision, and the responsibility of the contractor according to the documents of this agreement, it is hereby clarified that in addition to the documents of the agreement, the contractor has the duty to examine, review, and inspect, at his full responsibility and at his own expense, independently and using appropriate standards and equipment as well as through expert professionals designated on his behalf all the areas and complexes where the project is carried out, its boundaries and surroundings, including physical, topographical and geological conditions and/or limitations of the site and its surroundings, the access options to and from it, the existing infrastructures on the site and its surroundings and/or contractors and other suppliers who carry out works and/or operations on the site and / or those responsible for the work carried out on the site and the methods of regulation and the necessary interface with them. Findings on the site and its surroundings, waste, materials, buildings, equipment and facilities located on the site and its surroundings, natural hazards, defects, the ways of access to and from the site, the uses carried out on the site and/or the uses carried out in its surroundings, as well as any limitation, event, barrier, indication, additional information that may delay , to interfere, change, limit, stop and/or prevent the planning and execution of the project in accordance with the agreement documents and the aforementioned schedule.
- 2.3.13. It is clarified that the contractor's responsibility also extends to the contractor's independent inspection, at his own expense, of the site environment, outside the performance limits of the execution of the works as stated in the tender documents,

including examining the need to obtain permits and approvals for the execution of the works, as may be required.

- 2.3.14. It will be clarified that the contractor alone bears the full responsibility for obtaining all the necessary licenses, permits and approvals, except for the permit from the company, to perform the independent tests regarding the project. and that the contractor will not be entitled to any payment, compensation or indemnification from the company for these tests and anything related to them.
- 2.3.15. The contractor must examine the site's findings and their limitations as well as the gap between them and what is stated in the agreement documents, and considering what was said, the possibilities to implement and fulfill the planning and execution of the project, in accordance with the agreement documents and the schedule established within it.
- 2.3.16. In the essence of the contractor's engagement in this agreement, he declares himself as the one who has examined and evaluated in accordance with the above all relevant aspects and all information that can affect and/or may have an impact, directly or indirectly, on his engagement in this agreement. The contractor also expressly declares and by the fact of submitting a proposal, that he was given an opportunity, a sufficient period of time and all other means, to examine the findings of the site and its limitations, in the manner and under the conditions specified in this section.
- 2.3.17. Without deviating from the above, the contractor hereby declares and undertakes, fully and irrevocably, that he was given the full opportunity before entering into this agreement, to fully and carefully examine, and that he evaluated and completed as a professional and as an expert, both as a planner and as an executive contractor, himself and through expert professionals on his behalf, to his complete satisfaction, a full, comprehensive and thorough examination of any material, detail, matter, information and/or physical, legal, administrative, planning, performance, engineering, operational or business data regarding his entering into the agreement and carrying out his obligations under it (including in relation to planning and the execution of the project, its completion, delivery and the period of maintenance and inspection). and this, for the avoidance of doubt, regardless and independently of the information provided to the bidder as part of the agreement documents and/or the tender documents.
- 2.3.18. In this framework, the contractor examined, among other things, all of these:
 - 2.3.18.1. the agreement documents, for all their parts and annexes; Any material, data and additional information that the company has published and/or will publish regarding the project, as well as any material that may affect the decision to enter into this agreement and/or the economic and/or commercial viability of said contract, as well as any material, data, information, detail and matter , of any kind and type, which affect and/or may affect the planning, execution and completion of the project and the performance of the other obligations of the contractor according to the agreement.
 - 2.3.18.2. All the provisions of the law, including the instructions and directives of all the relevant authorities as well as all the licenses, permits, approvals, certificates, authorizations and standards that the contractor will be required to comply with and/or that he will be required to receive, among others from the authorized authorities, in order to perform and complete his obligations according to the tender documents.

- 2.3.18.3. All the activities that take place in the areas of the project and the consequences of these activities on the execution of the project.
 - 2.3.18.4. All the technological, engineering, legal and financial aspects and risks related to the execution of the project, including all the financial, business, financial, economic and financial aspects, prospects and risks involved in the planning, procurement, execution and completion of the project and other obligations of the winner according to the agreement. The contractor must prepare in advance in order to plan and provide as required all the resources necessary for the planning, execution and completion of the project and the fulfillment of all his obligations according to the agreement documents.
 - 2.3.18.5. All aspects and planning risks and/or related to the execution of the project, the procedures for approval and handling of all statutory and planning aspects, existing and future of any kind and type, involving the planning of the project, execution and completion of the project and other obligations of the contractor according to the agreement documents, including possible effects on the execution of the obligations of the contractor.
- 2.3.19. In the essence of the contractor's engagement in this agreement, he is considered to have examined and evaluated in accordance with the above all relevant aspects and all information that can influence and/or have an impact, directly or indirectly, on his engagement in this agreement.
- 2.3.20. The contractor also declares and by the very fact of entering into the agreement, that he was given an opportunity, a sufficient period of time and all other means, to examine the aspects detailed above, in the manner and under the conditions as detailed in this section. Accordingly, the contractor hereby definitively, fully and irrevocably waives and will be prevented and silenced from raising any claim regarding error, mistake, deception, inaccuracy, defect, deformity, lack and/or incompatibility of any kind and type that are in connection with the design proposed by him, to his financial offer, the agreement, the project and all the rights and obligations related to it or arising from the agreement documents, including claims originating from the company's responsibility for the completeness, correctness, discussion and reliability of the material, information, details and data provided as part of the agreement documents and/or to update them, including information, material and data that was not in the possession of the company and/or was in the possession of the company and which it decided, for any reason, not to transfer to the contractor.

2.4. Ability to Perform

- 2.4.1. The Contractor hereby declares that he has the knowledge, ability, experience, licenses required (to the extent required), the equipment, tools, work tools, and the manpower to perform the works in accordance with the provisions of this Agreement and in accordance with the provisions of any law.
- 2.4.2. The Contractor declares that there is no impediment and/or restriction according to any law and/or agreement to enter into this agreement and to perform what is stated therein.
- 2.4.3. Without derogating from the aforesaid, the Contractor declares that if the contract is executed with him following a public tender, the Contractor and his employees meet the threshold conditions set forth in the tender for the execution of this project.

2.5. Execution Method

- 2.5.1. The contractor undertakes to act in accordance with the document describing the method of execution which was submitted on his behalf and approved by the company, and which he will use for the purpose of carrying out the project, in which organizational procedures were detailed according to which the works will be carried out.
- 2.5.2. The contractor will make sure to follow what is stated in the description of the execution method document regarding the specific planning and control measures that will be used in his work, placing emphasis on construction compliance control under the relevant conditions of the scope of work, quality of work, HSE, procurement, budget, the project schedule, and all project requirements.
- 2.5.3. Furthermore, the execution method describes the procedures and processes that will be used for the main tasks related to the execution of the project in accordance with the schedule and in accordance with all the quality standards applicable under the circumstances.

2.6. Prevention of Bribery and No Brokerage Fees

The Contractor hereby declares and undertakes as follows:

- 2.6.1. The Contractor, its managers, its authorized signatories, its employees and anyone on their behalf, will not be involved in offering, giving, receiving or soliciting to receive a bribe, grant, payment, brokerage fee and any benefit, whether directly or indirectly, to an employee of the Company or anyone acting on its behalf and to another public employee, for the purpose of directly or indirectly influencing an act or decision of the Company and/or an officer and/or an employee of the Company, or any person acting on behalf of the Company, in connection with a contract and/or in connection with anything else.
- 2.6.2. That he undertakes not to contact and/or cooperate, directly and/or indirectly, with any party, including an employee or officer of the Company and any other third party, in order to obtain confidential information and/or to set prices artificially and/or to act against competition, whether in the framework of the agreement or in connection with the works and/or agreements and/or other orders.
- 2.6.3. In any case where a reasonable suspicion arises that the Contractor and/or anyone on his behalf has acted contrary to the aforesaid, the Company may, at its sole discretion, and notwithstanding anything stated in the agreement, immediately cancel the agreement, without the Contractor having claims and/or demands against the Company in this matter. In this case, it is hereby clarified that the Contractor the Company will be entitled to suspend the Contractor from participating in the Company's tenders and/or prevent him from being a party to the contract with the Company.

2.7. General

- 2.7.1. The execution of this agreement and the contractor's obligations pursuant to it have been duly approved by the contractor's authorized bodies, and the agreement constitutes a valid and binding obligation of the contractor.

- 2.7.2. The execution of this agreement and the contractor's commitment according to it does not contradict or violate or may cause a violation of the incorporation documents or of any other document or promise or commitment to which the contractor is a party or of any law. The contractor is not subject to any obligation that may prevent or interfere with the execution of the agreement.
- 2.7.3. The contractor is not aware of any legal procedure, litigation, claim or claim against him, or of an intention to take such a procedure, which may harm the contractor's engagement in this agreement or the fulfillment of his obligations under it; And if there is a procedure or an intention to take such a procedure, the contractor provided full details regarding them to the company.
- 2.7.4. The contractor will work to comply with the provisions of Section 9 of the Equal Rights Law, if they apply to him and/or will apply to him during the contract period, and in addition, if he employs and/or will employ at least one hundred (100) workers during the contract period, he will contact the Director General of the Ministry of Labor and Welfare and the social services in order to examine the implementation of his duties according to section 9 of the Equal Rights Law and will work to implement instructions and guidelines, as they are given.
- 2.7.5. The contractor's representations and obligations according to this agreement will remain valid starting from the date of signing this agreement and for the entire period of the agreement. The contractor will be considered to have returned and confirmed all of the aforementioned representations and obligations at any time when he submits a request for payment to the company according to this agreement.
- 2.7.6. The contractor will inform the company immediately in the event of any change in the presentation or in the commitment given under this agreement on behalf of the contractor and which has an effect on the contractor's ability to carry out the project, and/or provide the necessary financing for its execution.
- 2.7.7. The contractor will act, as part of the performance of his work, in accordance with and according to the company's procedures as updated from time to time (whether they are mentioned in the agreement documents or not), and in accordance with the provisions of any relevant law, and that he undertakes that his employees, his subcontractors and any other person and/or entity acting on his behalf or for him will act according to the above. In addition, the contractor undertakes to perform any reasonable action required to comply with the above.
- 2.7.8. The contractor is aware of the fact that the company entered into this agreement with him, among other things, based on the obligations and representations included in this agreement and if these turn out to be incorrect, this will constitute a fundamental violation of the agreement. The contractor declares and agrees that his notification according to section 3.7.6 above does not constitute the company's consent to the change and does not detract from any right or claim that the company has under this agreement or according to any law.

2.8. **Maximum Amount**

2.8.1. The Contractor declares that he is aware that the maximum financial scope of this Agreement is as written in bill of quantities and prices amended to the Agreement and he waves in advance, by a final and absolute waiver, any demand and/or lawsuit and/or claim, in any case where he performs work in excess of the said amount and he declares that in any case he will not be entitled to any additional consideration, except in the case of only written modifications and additions which expressly state that they are paid despite the deviation from the maximum scope of the agreement and as mentioned in the provisions of this agreement. For the avoidance of doubt, it is hereby clarified that the Contractor shall be solely responsible for ascertaining that the total consideration for the works does not exceed the said amount, nor will any claim in this matter stand. This is except for a case where the Company has expressly ordered in writing as stated above modifications in accordance with the provisions of this agreement.

2.8.2. It is agreed and clarified that this condition is a material condition based on which Energy Infrastructures agreed to enter this agreement with the Contractor.

3. The Contractual Engagement

3.1. The Company is engaging the Contractor to perform the works and the Contractor undertakes to perform the works for the Company in accordance with the provisions of the agreement and to comply with all its provisions.

3.2. Without derogating from the aforesaid, the Contractor undertakes to perform the works as set forth in the agreement faithfully, skillfully and at a good professional level, to the full satisfaction of the Company and in accordance with the fundamentals, instructions and guidelines given to him from time to time by the Engineer, in accordance with the provisions of this agreement and/or by its virtue and in accordance with the provisions of any law.

4. The Agreement Documents and Priority between Documents

In the event of a conflict between the provisions of any part of the agreement, or between different parts of the agreement, the following shall apply:

4.1. Commercial and/or legal issues – the provisions in this part of the agreement and as amended in the contract will prevail.

4.2. Technical issues – the provisions in the technical documents (the bill of quantities and/or the technical specifications) will prevail. It is clarified - non-technical provisions set forth in the technical documents will not prevail over the provisions in the contract.

4.3. The specifications constitute a supplement to the plans and/or the bill of quantities and it is not necessary that any work described in the plans and/or in the bill of quantities will also be expressed in the specifications. With respect to the schedule - it is clarified that the time allotted for performing the work as defined in the contract is the period of time between granting the work commencement order until the certificate of completion is granted, unless it was expressly stated otherwise in the contract.

4.4. The fact that any part of the agreement describes something in more detail or that more work is required than in another part of the agreement or that it expands the Contractor's obligations will not be considered a contradiction between the provisions of the agreement.

- 4.5. The separate documents that constitute the agreement shall be regarded as explaining each other. It is clarified that in the event of ambiguities or inconsistencies in technical matters, the provisions in the technical specifications will prevail.
- 4.6. Furthermore, in any conflict between documents, the various documents will be deemed as adding to the Company's rights towards the Contractor and not derogating from them, and excess details compared to a general description, will not be considered a contradiction.
- 4.7. In addition to the aforesaid, in any case of a contradiction, inconsistency, etc. between any of the documents mentioned above and the Israeli standards, the provisions of the technical specifications shall prevail.
- 4.8. Furthermore, in any other case of a contradiction, inconsistency, ambiguity, possibility of a different interpretation and so on between the various appendices and themselves or between them and this agreement, the head of the relevant division in the Company will determine, at his sole discretion, the question of priority between the documents. The decision of the head of the division will be final and binding, and the Contractor will act in accordance with his instructions.
- 4.9. The Contractor shall notify the Engineer, in writing and immediately upon his discovery of any case of a conflict between provisions in the Agreement Documents and he shall act in such case based on the Company's or Engineer's instructions as applicable.
- 4.10. The Contractor undertakes to inspect all the plans and the documents he receives from the Company and/or from the Engineer immediately after receiving them, to bring to the attention of the Engineer any discrepancy and/or ambiguity and/or error that he found in them or any error in measurements and to demand instructions from the Engineer regarding the discrepancy and/or ambiguity and/or error. In the event that he did not find such in a timely manner, the Contractor will have the burden of proving that the discrepancy and/or ambiguity and/or error could not have been discovered by a reasonable examination, unless he demanded instructions from the Engineer on time and he did not receive them.
- 4.11. The Contractor must check and draw the attention of the Engineer to any discrepancy in the Agreement Documents before performing the work and receive such instructions. If he did not do so, and he acted as he saw fit, the Engineer may order the Contractor to act differently, including to repair, dismantle, remove and re-construct, all at the sole discretion of the Engineer, and the Contractor shall not be entitled to additional payment as a result. The Contractor undertakes to act in accordance with the instructions of the Engineer in this matter, and he shall have no lawsuits or demands or claims due to the fact that he acted differently, as stated, or in respect of any instruction of the Engineer, as stated.
- 4.12. It is expressly stated that no information or explanation regarding the agreement and/or regarding the execution of the works given to the Contractor by any other person, will be considered binding on the parties unless explicitly included as part of the Agreement Documents in their final form, when they are signed by both parties or added with the Engineer's approval or his representative.
- 4.13. The Contractor shall notify in writing at least twenty days in advance after signing the work commencement order the Engineer or the Engineer's Representative, regarding any additional plan or specifications that may be required for the performance of the work or for any other need in accordance with the Agreement.

- 4.14. The Contractor declares that he is aware and that he has agreed in advance that the plans and technical specifications attached to the agreement may not be the full detailed and final plans and specifications and that additional and more complete plans and the execution plans according to which the works will be performed and/or amended specifications will be completed and provided by the Company and or by the contractor in parallel to the progress of the works. The completion of details in the plans and Specifications gradually or in stages does not in itself cause for an extension of the duration of the performance of the works or a change in the consideration unless the Company has agreed in writing and explicitly to a change in the consideration.
- 4.15. One copy of the plans and specifications will be kept by the Contractor at the Site in such way that will allow the Engineer or his representative or any other person authorized by the Engineer or the Company in writing, to look at them or use them in any other way.
- 4.16. The Engineer shall have full authority to submit to the Contractor from time to time, during the works, any additional plans, drawings, instructions and specifications, as may be necessary for the proper execution of the works and their maintenance; The Contractor, on his part, will perform the work in accordance with any instruction, guideline or plan as mentioned.

5. The Engineer and the Engineer's Representative

- 5.1. After the agreement is signed by the Company, the Contractor will be given instructions, permits and approvals **by the Engineer**, unless otherwise expressly stated in the Agreement Documents.
- 5.2. The Engineer has full authority to give the Contractor instructions and guidelines regarding the execution of the works, at his sole discretion, and to supervise and ensure that the Contractor complies with the provisions of the agreement and to exercise all authority given to the Company according to the provisions of the agreement.
The Contractor shall fully, completely and immediately fulfill any instruction or guideline given to him by the Engineer.
- 5.3. For the purpose of performing his functions, the Engineer may appoint representatives on his behalf and determine their functions and powers. The Engineer has not expressly determined the powers of the Engineer's Representative the Engineer's Representative shall be deemed to have full powers of the Engineer in accordance with the Agreement except for the exceptions set forth in section 5.5 hereafter. The Engineer's Representative may be employees of the Company or independent contractors at the discretion of the Engineer.
Any written instruction or approval given by the Engineer's Representative to the Contractor in the framework of the Engineer's appointment as mentioned above (but nothing exceeding it) shall bind the Contractor and the Company as if given by the Engineer himself and subject to the provisions of section 5.5 hereafter.
- 5.4. The Company may at any time replace the Engineer or the Engineer's Representative with a written notice to the Contractor.
- 5.5. For the avoidance of doubt, it is hereby clarified that the Engineer's Representative is not allowed to perform the following actions, and these actions will be performed only after the decision of the Tenders Committee.

- 5.5.1. The Engineer's Representative will not be authorized to release the Contractor from any of his obligations or undertakings in accordance with the agreement.
- 5.5.2. The Engineer's Representative is not authorized to order a postponement of the time schedule.
- 5.5.3. The Engineer's Representative is not authorized to order modifications in the scope of the work and/or in the nature and/or character of the work that will result in any financial modification in the consideration.
- 5.5.4. It is agreed and clarified that this term is a material term based on which Energy Infrastructures agreed to enter into this agreement with the Contractor.
- 5.5.5. The approval of the Engineer or his representative granted by virtue of the provisions of the agreement, or failure to grant approval that he is authorized to grant or failure of the Engineer's Representative to disqualify any work or the supply of any materials whatsoever shall not release the Contractor from strictly fulfilling any undertaking, obligation or liability imposed on him by virtue of the agreement.
The approval of the Engineer shall not impose on him or on the Company any obligation or liability for acts, omissions and work performed by the Contractor, nor will it release the Contractor from any undertaking, obligation or liability imposed on him by virtue of the Agreement.
- 5.5.6. The Engineer's Representative will also have all the roles and powers expressly given to him in the Agreement Documents.
- 5.5.7. It is clarified that the granting of the powers to the Engineer according to this agreement does not derogate in any way from the powers of the Company, which will be entitled at any time to take for itself the powers of the Engineer according to this contract, in whole or in part.

6. Guarantee for the Performance of the Agreement

- 6.1. To ensure the performance of all the Contractor's obligations by virtue of the agreement, the Contractor shall submit to the Company at the time of signing the agreement, an autonomous and unconditional bank guarantee for the performance of the agreement in the amount determined in the contract details form (the "**Performance Guarantee**"), which will be valid for the entire work execution period and an additional 90 days.
- 6.2. The amount of the Performance Guarantee will be linked to the consumer price index (or another index if such is expressly determined in writing by the Company) as the Company will notify the Contractor. **All the expenses involved in issuing the Performance Guarantee will be at the expense of the Contractor only.**
- 6.3. The Company will be entitled to collect from the Performance Guarantee any amount of money that the Contractor will be required to pay to the Company by virtue of this agreement and/or other agreements between the parties and/or by virtue of the law in respect of payments, damage, losses, compensation, expenses etc. incurred by the Company and in any event that the Contractor breaches his obligations according to this agreement. If the Company forfeits the Performance Guarantee or any part of it, the Contractor will supplement the Performance Guarantee amount to the original amount within 7 days. In any

such event the Company is entitled to collect the amount of the Performance Guarantee, in whole or in part, at once or in installments, all at its discretion.

- 6.4. The Performance Guarantee will be valid until the certificate of completion is delivered from the Engineer to the Contractor.
- 6.5. The Contractor shall from time to time extend the validity of the Performance Guarantee and issue a written confirmation thereof to the Company, no later than 14 (fourteen) days before its expiration date.
- 6.6. If the Contractor does not extend the period of validity of the Performance Guarantee as mentioned, the Company will be entitled to delay and/or offset any funds due or that will be due to the Contractor up to the full amount of the Performance Guarantee and/or in addition to forfeit the Performance Guarantee before its expiration and keep the money in its possession until a temporary certificate of completion is issued. The exercise of the Company's powers according to this section does not derogate from any other remedy or right available to the Company according to this Agreement or according to any law, including the Company's rights to withhold and/or offset funds due to the Contractor by virtue of other provisions of the Agreement.
- 6.7. Without derogating from the other provisions of this Agreement, a breach of this section 6 shall be deemed to be a material breach of the Agreement.

7. Authorization of the ordering party

- 7.1. The ordering party will supervise the execution of this agreement by the contractor and the fulfillment of his obligations according to it, including that he will inspect, comment, confirm, guide, grant certificates and approvals, in accordance with what is stated in this agreement, in order to verify the existence of this agreement according to its terms.
- 7.2. During the period of the agreement, the company shall be entitled to consult with any person and, at his sole discretion, to appoint a representative/s for the purpose of exercising his powers and rights, or any part of them, in accordance with the documents of the agreement.
- 7.3. For the avoidance of doubt, it is clarified that comments, approvals, instructions, instructions, decisions, and agreements given by the company or any other authorized authority or on their behalf, will not detract from the contractor's responsibility for the execution of the project.
- 7.4. Without detracting from the generality written above, the ordering party shall be entitled to conduct an inspection of the site from time to time, to verify that the contractor fully fulfills his obligations according to this agreement. As part of the inspection, the company will be entitled to conduct any inspection and examination as he deems appropriate.
- 7.5. The contractor shall be obliged to carry out any decision of the ordering party immediately, including, but not limited to, in the event that the contractor believes that the ordering party has not acted in accordance with the provisions of the agreement, unless expressly provided otherwise in this agreement or if the ordering party has approved a postponement at the time of making the decision. Decisions of the ordering party in accordance with the provisions of this agreement will be given in writing.

7.6. Without detracting from any other authority of the ordering party according to this agreement, the ordering party will have the authority throughout the duration of the agreement to order, among other things, the replacement of road components that do not meet the requirements of the agreement and any law; Removal and redoing as required of any work where the materials and/or work do not meet the requirements of the agreement and any law; Any other instruction to the contractor, the purpose of which is to bring about compliance with the requirements of the agreement and/or any law.

8. Information on behalf of the company

8.1. The use made or will be made by the contractor or anyone on his behalf of the information included in a background document or information provided to him by the company or on his behalf, will assume that the contractor, and not the company or anyone on his behalf, is responsible for the creation of the information, its completeness, correctness, and accuracy. Therefore, the contractor is required to conduct all the necessary studies, analyzes and investigations at his discretion, to verify or supplement the said information, to verify its correctness and accuracy, and any use of the said information is at his sole responsibility and at the contractor's discretion.

8.2. The company, his advisors and any other person acting on his behalf, will not bear any responsibility for any loss, damage or injury caused to the contractor as a result of using or relying on the data contained in a background document included in the agreement documents, and additional data transferred to the contractor during the tender or to be transferred to the contractor during the period of the agreement, except as stated specifically in this agreement.

8.3. The company, his consultants and any other person acting on his behalf, will not bear any responsibility for any loss, damage or injury caused to any party on behalf of the contractor or to any other person for whom the contractor bears responsibility by law or by virtue of this agreement or by virtue of an agreement from the project agreements, as a result of using or Reliance on any of the data contained in the agreement documents, either in the binding documents or in the background documents, and additional data that was transferred to the contractor during the tender or will be transferred to the contractor during the period of the agreement, except as expressly stated in this agreement.

9. Time Schedule

9.1. The Contractor undertakes to carry out the works in accordance with the general time schedule as written in appendix g or in any time schedule which will replace this schedule. For the avoidance of doubt all the time schedules are part of the Agreement Documents, and the Contractor is required to comply with them as a material condition in the agreement.

9.2. Detailed time schedule: After signing the agreement, the Contractor will submit to the Engineer for approval, within 21 days, a detailed work plan and time schedule in a format that will be required by the Engineer, corresponding to the schedule included in the Agreement Documents and specifying how the Contractor intends to meet the above time schedule. The Contractor will submit additional details and/or a work plan to the Engineer according to demand. The Contractor will update the existing time schedule in accordance with the demand of the Engineer or his representative.

- 9.3. For the avoidance of doubt and without derogating from what is stated in this section above, the written proposal regarding the time schedule will be submitted by the Contractor and it will be amended from time to time until it is approved by the Engineer, before the work commencement date. Any delay in submitting the proposal will not cause any delay regarding the date of the conclusion of the work or its completion.
- 9.4. A modification to the time schedule, included in the Agreement Documents and any extension to the Contractor shall be in force only if approved in writing by the Engineer or to which the Contractor is entitled based on the express provisions of the agreement.
- 9.5. In addition to the aforesaid, the Contractor shall submit to the Company within 15 (fifteen) days of the approval of the time schedule mentioned therein, a computerized time schedule using the “Gantt” method or another plan for the execution of the work (hereinafter in this subsection - “**Time Schedule**”) approved by the Engineer. The time schedule will be updated and forwarded to the Engineer, at least once a month, detailing the progress of the execution and the work planned for the upcoming month.
- 9.6. Notwithstanding the provisions in section 7.1, the time schedule shall be prepared and submitted at the expense of the Contractor, and it shall include full details of the equipment the Contractor intends to use, and it shall be prepared according to the stages of execution, execution priorities and the periods of execution specified in this Agreement. The updating of the time schedule does not derogate from any obligation of the Contractor according to the agreement, including the obligation to complete the execution of the work on the date determined according to the agreement. The time schedule submitted and approved constitutes an appendix to this contract. Each time schedule submitted and approved once a month as mentioned above replaces the time schedule of the previous month - and it becomes an appendix to the contract instead of the time schedule of the previous month.
- 9.7. The Engineer may determine procedures for the preparation of the time schedule, including the computer software in which it will be computerized, issuing various current reports on its basis and issuing analyses by an expert based on him and all at the Contractor’s expense.
- 9.8. The Engineer may, at any time, whether because the work is not conducted in accordance with the schedule or for any other reason, order in writing a change of the time schedule or its replacement with another, provided that the Contractor is given reasonable notice in advance. If the time schedule was modified, amended, or replaced – the time schedule will be binding on the Contractor from the date of its approval by the Engineer.
- 9.9. To the extent that the work of the Contractor is combined with the work of other Contractors in any way, the Contractor shall take this fact into account in relation to the time schedule which he must submit from time to time in accordance with the provisions of this section. The time schedule will include a detailed schedule for each of the additional subcontractors.
- 9.10. **Work Commencement Order:**

The Contractor shall commence the execution of the works within 7 days from the date of receipt of the work commencement order from the Engineer, or at any other date which is later or earlier specified in the work commencement order as the date for the commencement of the works. For the avoidance of doubt, the period during which the Contractor will prepare for the execution of the work (including inquiries at the authorities, inspections, measurements, preparing plans, materials and equipment, etc.) is included in the work

execution period and the Contractor will not be given any deferral of the work time specified in the work commencement order, or an extension of the work execution period as determined in this agreement, due to the preparation period or unforeseen difficulties in the preparations.

In the event that the work is carried out in main stages, then for each stage the engineer will prepare and deliver to the contractor a separate work commencement order for each stage.

9.11. **Works Completion Date:**

The date on which the works were completed according to this agreement means the date to be recorded by the Engineer in the work diary or certificate of completion according to the sample attached as Appendix "D" to this agreement, or another date to be determined by the Engineer in writing, as the date all the work was received by the Engineer to his satisfaction. The works completion date will be determined after a materials balance is executed and approved by the Company.

An example of a materials balance form is attached and marked as Appendix "C".

9.12. The provisions of this section shall be subject to any terms of the agreement regarding the completion of any main work stage as mentioned in 9.10 above or a major stage thereof, at an earlier date, as specified in this agreement, and in any case, it shall not derogate from the Contractor's obligation to perform the work in accordance with the pace and the time schedule determined as mentioned in section 9 above.

9.13. Any lawsuit of the Contractor, whether or not it has led to legal proceedings (including arbitration), will not permit the Contractor to stop or slow down the pace of execution of the works or exceed the time schedule or be late in the completion of the work or any part thereof.

9.14. Furthermore, the Contractor will not delay other parties connected to the performance of the work or those employed by the Company at the Work Site, and it will not otherwise cause a delay in the work. It is clarified that due to any delay in the performance of the work, the Company may demand that the Contractor pay liquidated damages as set forth in section 35 of the agreement.

9.15. **Building Permits:**

The identity of the party responsible for issuing the building permits, in the event that such permits are required, is described in appendix G

9.15.1. If it is determined that the Company is responsible for issuing building permits, then any delay in issuing building permits will allow the Company to defer the commencement of the works and/or to stop them and/or cancel them with an advance notice of 14 days, and the Contractor will have no claim and/or demand whatsoever against the Company and he will only be entitled to consideration for work actually performed in accordance with the bill of quantities of the agreement. This condition is a material condition of the agreement. Nothing in the aforesaid shall derogate from the Contractor's obligation to obtain building permits for the execution of the works where this has not been imposed on the Company.

- 9.15.2. If it is determined that the Contractor is responsible for obtaining the building permits, the Contractor undertakes to obtain them in accordance with the time schedule as written in the contract. It is clarified that to the extent that the delay in obtaining the building permit is due to constraints that are beyond the Contractor's control, the Contractor will not be liable for these delays.
- 9.16. The contractor's responsibility is for the construction permit as it appears in the invitation to bid (appendix G) and the same with regard to the contractor's responsibility, guarantee and fines.
- 9.17. **Postponement / Cessation / Cancellation of Work due to Operational Constraints:** It is hereby agreed and declared that the date of execution of the works will always be subject to operational constraints on the part of the Company. The Company may defer the commencement of work for a period of up to 3 months and/or cease the work and/or cancel the work due to operational constraints, of any type and kind, with an advance notice of 14 days, and the Contractor will have no claim and/or demand against the Company and he will only be entitled to consideration in respect of work actually performed in accordance with the bill of quantities of the agreement. This condition is a material condition of the agreement.
- 9.18. **Extension of the Project / Time Schedule, including due to the Company's Actions, etc.:** Notwithstanding all that is stated and implied in this agreement, it is hereby agreed and declared that the Contractor will not have any claim and/or demand against the Company, financially and/or otherwise, regarding the extension of the time schedule and/or the project for any reason, including any extension of the time schedule due to the Company's actions and/or omissions. It is hereby agreed and stated that in any case the Contractor will be entitled only to compensation for work actually performed in accordance with the bill of quantities of the agreement and/or payments as stated in this agreement and he will not be entitled to any compensation for the extension of the time schedule of the project or the works, unless it was otherwise expressly agreed in writing by the parties. This condition is a material condition of the agreement.
- 9.19. Failure of the Contractor to meet the time schedule (including interim dates) will constitute a material breach of the agreement.
- 9.20. If the additional work required as a result of an order of the Engineer to make modifications and/or the existence of a delay due to force majeure and/or the existence of exceptional and special circumstances through no fault of the Contractor, the Engineer may (at his sole and absolute discretion) grant the Contractor an extension for the execution time. The Contractor will not be entitled to an extension if he has not submitted a detailed and reasoned request. The expenses due to granting the extension will apply to the Contractor.
- 9.21. Delays or extensions given by the Engineer will not be valid unless made in advance and in writing and with the approval of the Tenders Committee, and an approval to defer some of the works or certain works will not constitute approval to defer the work completion date or other changes in the time schedule.

- 9.22. If, due to changes in the work, or for any other reason, the work taken into account for determining the date of completion of the work is reduced, or the time required to perform it is shortened, the Engineer may bring the work completion date forward by the appropriate period, according to his discretion.

10. Supervision on behalf of the Contractor

- 10.1. The appointment of a foreman will be in accordance with the definition of **“construction work” as defined in the Occupational Safety Ordinance [New Version] 5730 -1970.**
- 10.2. During the entire period of execution of the works until their delivery to the Company and receipt of a certificate of completion, the Contractor will make sure of the existence of full supervision of the Site. The Contractor shall not perform work without a qualified foreman as required by law.
- 10.3. The Contractor shall appoint, in advance and in writing, a representative authorized to represent him in all matters relating to the fulfillment of the provisions of the Agreement. The representative must be regularly and continuously at the Site at all working hours and provide full supervision over them. The representative must have knowledge, experience, expertise and other skills to the satisfaction of the Engineer. The representative shall be authorized by the Contractor to decide himself in all matters related to the work and the performance of the agreement subject to the provisions of the agreement, and he shall be authorized to represent the Contractor towards the Engineer in all such matters, and to record, on behalf of the Contractor, entries that the Contractor is entitled to make in the diary.
- 10.4. The Engineer may order the replacement of the representative at his discretion. If the Engineer decides to replace the representative, then, as soon as possible, but no later than seven days after receiving a written notice, the Contractor will replace his representative with another representative approved by the Engineer.
- 10.5. The Contractor’s representative will receive instructions and guidelines on behalf of the Contractor from the Engineer and/or the Engineer’s Representative and he will be authorized on behalf of the Contractor for all intents and purposes. The Contractor’s representative will immediately report, in writing and orally, to the Engineer regarding any damage or malfunction discovered at the Work Site.
- 10.6. It is clarified that if the Contractor is a “main contractor” as stated in section 1 hereafter, then the foreman to be appointed by him will be entitled to serve in parallel also as his representative for the purposes of this section, and this is without derogating from his obligations according to each of these functions separately. It is the responsibility of the Contractor to ensure that the performance of the two functions at the same time does not constitute a conflict of interests or impair the performance of the representative/ foreman in each of the above functions in accordance with this agreement and any law.
- 10.7. The Engineer may stop the execution of the works in any case (without the Contractor’s entitlement to any extension due to such a cessation) that the provisions of this section are not performed.

- 10.8. Any instruction and/or notice given by the Engineer and/or by the Company to the Contractor's representative and/or to any of the staff, will be deemed to have been given to the Contractor himself.
- 10.9. Beyond the formal supervision, the contractor is supposed to operate a quality control system on the works he will perform as detailed in the appendix G.

11. Fixed Points, Marking Works, Inconsistencies between Plans

- 11.1. The Engineer will determine datum points and fixed points in the work area or near this area and the Contractor is responsible for keeping the points marked clearly. If the fixed points are damaged, have disappeared or have become unclear, the Contractor must renew them at his own expense. Whenever required by the Engineer, the Contractor will allow the Engineer to use the fixed points for inspecting the work.
- 11.2. The Contractor shall be responsible for the correct and proper marking of the works as well as the accuracy of the location, levels, dimensions and indications of all parts of the work in relation to the datum points and fixed points, and he shall provide all the instruments and equipment, staff, experts and other workers required for this. If at any time during the works any error occurs or arises in the location, levels, dimensions or indications of any part of the works, then the Contractor shall correct at his expense any such error, to the satisfaction of the Engineer except in the case that the error is due to incorrect data provided in writing by the Engineer or the Engineer's Representative. For the avoidance of doubt, it is clarified that the approval given by the Engineer of a marking or of any line or level shall in no way release the Contractor from his liability for the correctness of these.
- 11.3. The Contractor shall use at his expense the services of a qualified surveyor, for the duration of the execution of the works, in other words at any time and place and for any need deemed necessary by the Engineer for the proper performance of the works. It will be clarified that no additional consideration will be paid to the Contractor in respect of a surveyor.
- 11.4. It is hereby declared and agreed that the Contractor may not rely on a measurement at the Work Site, and he must only refer to the dimensions written in the plans unless he has received express written permission to do so from the Engineer.
- 11.5. If the Contractor finds any inconsistencies between the plans and the physical condition of the Site or any errors or omissions in the plans or position, as opposed to the markings marked in the field, he will immediately notify the Engineer of this in writing, and the Engineer will check and instruct the Contractor of the actions required for continuing the work. A change of the plans, which has received the approval of the Engineer, will be recorded in the work diary. It is clarified that, any work performed after such discovery without permission, will be performed at the sole responsibility of the Contractor and at his expense only.
- 11.6. Before performing the work, the Contractor will check the levels of the land, and/or the area made available to him, and in any event of an inconsistency between the plans and the Contractor's measurement, the Contractor will submit an appeal to the Engineer no later than 96 days from the date on which the lot and/or the Work Site in whole or in part

was made available to him. Claims of inconsistencies and/or other claims that will come later will not be considered. If the Contractor's appeal is accepted, the points will be examined together, and the corrections will be recorded on the plans with the signatures of both parties. The inspection will be performed only at typical points and no local protrusions or depressions will be considered.

- 11.7. The Contractor is responsible for any damage caused due to an error or glitch in the marking and in reality, even if these have been approved by the Engineer, and he will have to repair at his expense any part of the work constructed incorrectly due to such error or glitch.

12. Guarding, Lighting, Fencing and Access Ways

- 12.1. The Contractor is responsible for placing, at his sole expense - lighting, guarding, fencing of the Work Site if required, and he will maintain the access ways when and where this is necessary or required according to the nature of things and/or by the Engineer or by any other competent authority or by law for the purpose of protecting the works or existing facilities at or near the Site or for the safety and convenience of the public and of others.
- 12.2. The Contractor shall be entitled to use for the purposes of preparing and performing the work only those places and areas designated for that purpose by the Engineer, and he shall use them in a manner, within the limits, and in accordance with the guidelines and instructions given to him from time to time by the Engineer.
- 12.3. Starting from the commencement of executing the works and until their completion and delivery to the Company, the Contractor will have full responsibility for guarding them and all the temporary facilities and all the property of the Company at the Site or next to it. In case of damage, loss or harm due to lack of proper storage, to works, materials (whether supplied by the Company or not) or any part of them or any part of the facilities or property as stated above - the Contractor will repair whatever requires repair, supplement the materials and restore things to their prior state at his sole expense, as applicable.
- 12.4. The Contractor will arrange, at his sole expense, for the construction of temporary prefabricated structures such as an office pavilion, a workshop and toilets for his staff. Details of the structures and the requirements regarding their location, etc. will be provided to the Contractor by the Engineer.
- 12.5. The Contractor shall take all necessary precautions to secure property and human life at the Work Site while performing the work and he shall provide and install guarding, fencing, lights, warning signs, scaffolding, guardrails, temporary fences and other safety measures (hereinafter - "**Safety Measures**") for the safety and convenience of the public, workers of the Contractor, subcontractors and their employees and other persons employed at the Site and any third parties, wherever necessary, or shall be required by the Engineer, or required by any law, or by instruction from any competent authority, or by any provision set forth in the insurance policies.
- 12.6. The safety measures (or part of them) will be removed upon the completion of the work, after the Engineer's approval, or at an earlier stage to be ordered by the Engineer.

Notwithstanding the aforesaid, the manager may order the Contractor to leave the safety measures (or part of them) at the Work Site for the needs of the Company.

- 12.7. From the date the Work Site, in whole or in part, is made available to the Contractor until the certificate of completion is given, the Contractor will be responsible for protecting and supervising the work. The Contractor shall repair at his own expense, and as soon as possible, any damage caused to the Work Site for any reason, except for damage caused by other parties that are not employees of the Contractor or related to him, or that the Contractor is responsible for their work, unless the damage was preventable under reasonable supervision of the Contractor. The Contractor undertakes that upon completion of the work, the Site will be in proper condition and it and all of its details will comply with the provisions of the agreement.
- 12.8. In the framework of the supervision of the Contractor over the work, as mentioned in this section above, the Contractor shall, at his own expense, take all necessary measures to protect the materials, equipment and products used in performing the work, and the Work Site and parts of the work, against damage that could be caused by rain, landslides, floods, wind, sun, other climatic effects, and the like, including by digging temporary drainage trenches, pumping water, clogging of drainage trenches, covering with sheets and making temporary seals etc. The Contractor shall repair, at his own expense, any damage caused by any of these factors within the period of time determined by the Engineer.
- 12.9. The Contractor declares and undertakes that in cases where the Work Site borders adjacent land where there are other buildings inhabited by residents or businesses and requiring take safety measures by the Contractor while performing the work, no work will be performed by the Contractor which will cause damage to adjacent land or the collapsing of adjacent land that supports adjacent buildings.
- 12.10. The Contractor shall take all measures to prevent nuisances to the property owners, passersby and the residents adjacent to the Work Site such as: dust, noise, dirt, vibrations, safety hazard and the like as a result of performing the works or works of Contractors and other persons employed at the Work Site.
- 12.11. The Contractor is aware that adherence to the measures referred to in this section above may slow down or terminate the work from time to time, and he declares and undertakes that he has taken this into account, and this shall not result in significant delays in the pace of work or a delay in in the date of its completion, as stipulated in this Agreement.
- 12.12. The Contractor alone will handle all the complaints and he will be responsible for clearing all the lawsuits and demands that will be filed against him or against the Company for a breach of the provisions of section 11 and he will indemnify the Company and the Engineer for any damage, expense or loss incurred by them as a result.
- 12.13. In the event that nearby residents or any entity or person seeks injunctions or takes legal or other proceedings of any kind aimed at delaying or terminating the works or part thereof or that will actually cause a delay or cessation of the works or part thereof, as a result of failure to comply with any provision of the agreement by the Contractor, the Contractor will immediately take legal steps at his expense in order to remove any such order or proceeding, and the Company will not be liable for a delay in the works and/or

any part of them (and a deferral of the payment of the consideration due to this), or to damage incurred by the Contractor as a result of such orders or proceedings. If he does not do so, the Company may, at its sole discretion, take the necessary steps itself for the purpose of removing the impediments and continuing the works. If the Company chooses to do so, the Company may deduct these costs from the payment to the Contractor.

13. Contractor's Warranty

- 13.1. The Contractor shall be responsible for all the risks and the liabilities of any kind arising out of or related to or involved in the performance of the works and their completion including the maintenance works after the completion of the works. Without derogating from the generality of the aforesaid, the Contractor's liability will include all the risks and liabilities arising or involved in the nature of the Site and its surroundings and it will also apply to accidents, damage that may happen to any person and/or to any property and also regarding all the risks and liabilities involved in employment employees, invitees, representatives and agents by the Contractor and those involved in the engagement of subcontractors by
- 13.2. the Contractor and in the employment of employees, invitees, representatives and agents of such subcontractors. [sic]
- 13.3. The Contractor's warranty for the performance of the works and the provision of the agreement is exclusive, absolute and full. Assigning any part of the contract to a subcontractor will not release the Contractor from his liability and the Contractor will be liable for all the actions and omissions of the subcontractor, his employees, representatives, agents and invitees (and this is without derogating from the subcontractor's responsibility).
- 13.4. Unless otherwise stated in the Agreement, the Contractor shall immediately repair at his expense any loss or damage caused by an act or omission of himself, of his representatives, employees, agents or invitees or of the representatives, employees, agents or invitees of any subcontractor. The Contractor shall also compensate for any harm or damage that may be caused to works, equipment, standard, tools, land, person, body etc. for any reason whatsoever, whether of the Company or of others.
- 13.5. The Contractor shall indemnify the Company and/or any third party in accordance with the Company's directives immediately (including attorney's fees and legal expenses) for any payment, expense or loss incurred by the Company in respect of events, acts or omissions for which the Contractor is liable under the provisions of the Agreement or the law.
- 13.6. The Company shall not be liable for any compensation or remuneration that must be paid by virtue of the law in respect of or following any accident or harm to any employee or any person employed by the Contractor or by any subcontractor and the Contractor shall indemnify the Company fully and immediately (including any expenses and attorneys' fees) at its first demand for any demand or claim directed against it.
- 13.7. The Contractor shall make sure to prevent any damage from the Company and the Engineer, to protect them and indemnify them for any loss, claims and lawsuits, for any injury or damage to any person or property, which may arise in respect of or as a result of

the performance and possession of the works, and against any tort claims, proceedings, lawsuits and expenses of any kind arising from this or related to it.

- 13.8. From the beginning of the execution of the works until the issuance of a certificate of completion of them by the Engineer, the Contractor will be fully liable for the works. The Contractor will also be liable for any work that has not yet been completed at the time the certificate of completion is issued and that the Contractor has undertaken to complete during the maintenance period.
- 13.9. In case of damage, loss or harm to the works or any part of them for any reason, during the period for which the Contractor is liable for them, the Contractor will repair at his expense any damage, loss or harm so that upon completion of the works they will be in good and proper condition and compliant in all respects to the requirements of the agreement and the instructions of the Engineer.
- 13.10. In addition to his liability under any law, the Contractor shall be liable for any damage or loss, of any kind, which may be caused in the course of, or in connection with the performance of the work, or in connection with it, or that will be caused during the performance of repair and inspection work during the inspection period to the body or property of any person including a third party, including the property of the Company or its employees or those on its behalf, and he will take all the practical measures to prevent them. The Contractor shall indemnify the Company for any amount which it will be required to pay, or which it shall pay according to law for damage or loss to which the Contractor is liable under this section above.
- 13.11. The Contractor undertakes to pay any damages and/or compensation due according to law to an employee and/or any other person who is in the Contractor's service as a result of an accident or any damage caused while performing the work, including damage caused to a person providing services, materials and/or products, subcontractors and their employees, suppliers and self-employed employees of both the Contractor and the subcontractors. The Company may delay payments, in respect of this agreement and/or other agreements between the parties and the Contractor in amounts that will be the subject of a lawsuit against the Contractor for such damage or accident, until these claims are completely settled to the Company's satisfaction. Without derogating from the aforesaid, the Contractor is liable towards his employees and workers on his behalf and towards any third party, to the extent that such liability is imposed on a person according to the Torts Ordinance [New Version] and/or according to any other law, for damage caused while performing the work and in connection with it.
- 13.12. The Contractor shall indemnify the Company and/or anyone on its behalf and/or the Engineer, as applicable, in full and completely, including legal expenses, in respect of any lawsuit or demand filed against any of them in respect of an event for which the Contractor is liable according to this section.

14. Safety Provisions at Work

- 14.1. It is clarified that the Company has a policy of "zero tolerance" for dangerous and dangerous behavior at work and acts with determination and firmness in everything related to safety offenses (even the slightest offenses) and crossing red lines in safety including taking disciplinary action and imposing financial sanctions on Contractors (in accordance with section 38) all in order to protect the lives and health of the employees.

- 14.2. The Contractor will have full responsibility for the safety measures taken in performing the works, both by him and by subcontractors on his behalf. The Contractor is responsible for complying with all safety instructions that apply according to laws, regulations, orders etc. The Contractor must provide his employees with all the necessary safety measures including proper and appropriate protective equipment, and to ensure that his employees use it and that all safety rules are observed in the performance of the works.
- 14.3. The Contractor shall be responsible for the full observance of the provisions of any law related to occupational safety including the provisions of the Occupational Safety Ordinance and the regulations thereunder and he releases the Company and anyone acting on its behalf from liability in connection with compliance, observance and supervision of occupational safety provisions, unless it was determined otherwise in writing by the Company.
- 14.4. The Contractor undertakes to perform the work while strictly observing all the safety rules and to avoid any act or omission that could pose a danger to a person and/or to property.
- 14.5. The Contractor undertakes that every employee of his employees and/or anyone on his behalf will be medically fit to work and after having passed all the medical examinations required according to any law.
- 14.6. The Contractor shall be responsible prior to the commencement of the work that all employees employed by him, including the employees of the subcontractors on his behalf, are trained by a suitable professional and to ascertain that they understand the training and the risks to which they are exposed at work all in accordance with the regulations of the Organization of Labor Supervision Law (Providing Information and Training Employees), 5759- 1999, the Contractor will return and hold such training in accordance with the needs of the employees and at least once a year.
- 14.7. The Contractor undertakes to report to an authorized party in the Company about any accident/ near-accident, safety incident or hazard that endangers his employees immediately.
- 14.8. It is clarified that unless otherwise provided, the Contractor will be considered, for all intents and purposes a “**Main Contractor**” as defined in the Occupational Safety Ordinance [New Version], 5730 - 1970 (hereinafter - the “**Occupational Safety Ordinance**”), and unless otherwise expressly stated in writing, all the obligations listed in the Ordinance, including the regulations thereunder, including the obligation to appoint a foreman and/or safety supervisor will apply to him. The main contractor will be defined in a special appointment form. It is clarified that if two main contractors are appointed in one project, then the one first appointed will be liable for the project.
- 14.9. In order to carry out the works (including the works of subcontractors, additional Contractors and other parties to be employed by the Contractor), the Contractor assumes the obligations imposed on the construction executor, the foreman, the possessor of the place of work, and the employer according to the Ordinance and according to the Organization of Labor Supervision Law 5714- 1954 and in accordance with any other law dealing with occupational safety, and he will be responsible for the full and accurate performance of all provisions contained therein. The Contractor declares that he is aware

that the Company and/or the Engineer and/or anyone on their behalf are not a “foreman” as defined in the Occupational Safety Ordinance and in any other law and that the liability in respect of safety at work shall apply to the foreman as defined above, unless it was determined otherwise in writing by the Company.

- 14.10. It is clarified that the liability of the foreman on behalf of the Contractor will extend both to works known at the time of signing this agreement and works that will be added to the project and the Company will notify the Contractor about them. The foreman on behalf of the Contractor will serve in this position throughout the project and he will not be replaced except with a prior written approval from the Company.
- 14.11. It is further agreed that no work commencement order will be given before the Contractor has received a copy of a notice to a regional labor supervisor regarding the appointment of a foreman for the project (hereinafter: the “**Foreman**”).
- 14.12. In accordance with the regulations, for the purpose and requirement of the Foreman, the Contractor shall report to the regional foreman of the appointment of the Foreman on his behalf. The Contractor will sign Appendix A to the procedure for appointing a foreman of the Company (procedure PEI0-5-727) which deals with the appointment of a foreman, and he will also sign the Foreman who will be appointed on his behalf for the project on this appendix. The wording of the letter of appointment is attached hereto as **Appendix F**. The general conditions must be adapted to the procedures.
- 14.13. Without derogating from the aforesaid, it is hereby clarified that the Contractor shall fulfill all the Company’s Safety Instructions and the instructions of the Company’s Safety Division. A summary of the Company’s safety instructions is attached in Part 7 of this Agreement, and it constitutes an integral part thereof.
- 14.14. The Foreman will be at the Site and/or near the works whenever any work is being performed there. The Contractor will not be allowed to perform any work without the presence of the foreman as mentioned. The Contractor shall comply with all the provisions of the law relating to the appointment of a foreman (including reports to the regional foreman) and the duties applicable to a foreman.
- 14.15. The Foreman on behalf of the Contractor is also responsible for the work of the other Contractors employed in the project and for compliance with all safety instructions, including supervisors and/or inspectors and any other Contractor or representative who will arrive on behalf of the Company and/or on behalf of the Contractor.
- 14.16. It is clarified that the Company will not require other Contractors involved in the execution of the project to appoint a foreman on their behalf and that the foreman who will be appointed by the Contractor is the foreman responsible for the entire project. The Contractor shall fulfill any obligation imposed on a “foreman” according to law and shall be liable for anything and any matter arising from the position of the foreman including any duty lawfully imposed on such foreman, unless otherwise determined by the Company in writing.
- 14.17. The Contractor undertakes to strictly observe and comply with all the laws, the regulations, the orders, the instructions in connection with the services and the works given by him in connection with this Contract. The Contractor also undertakes to act to obtain any appropriate licensing and/or approval required for the provision of the

services by him from the appropriate authorities or bodies. The Contractor undertakes to comply with all the requirements and provisions of the National Insurance Law Consolidated Version, 5755-1995 and all the orders and regulations enacted thereunder, and mainly, but without prejudice to the generality of the aforesaid, in such a way that the Contractor, all of his employees and/or anyone on his behalf and/or subcontractors and their employees who will be employed in the execution of the works, will at all times during the entire period of the contract be entitled to all the rights according to the above law.

14.18. Without derogating from what is stated in the other sections of the agreement, any breach of this section will be considered a material breach of the agreement.

15. Insurances

The insurance provisions of this agreement are in accordance with the insurance appendix and its sub- appendices.

16. Antiquities

The Contractor will comply with the laws regarding antiquities.

17. Patent Rights, Royalties

The Contractor declares that performing the works by him do not and will not constitute an infringement of patent rights. The Contractor shall prevent the Company from incurring any damage and indemnify it in any case of lawsuits and proceedings for the infringement of patent rights, designs, trade name or trademark or any other protected rights, including with respect to construction equipment, work machinery or materials used for or in connection with works or temporary facilities or in connection to them. The Contractor shall pay all the necessary payments due for the obtaining of stones, limestone, sand, gravel, clay or other materials necessary for the work or the temporary works.

18. Public Convenience, Unusual Traffic

18.1. All the actions necessary to perform the works will be done, to the extent possible, in a manner that will not interfere with public convenience and/or access to ways and paths and/or the use of property by third parties and/or of the Company. The Contractor shall act to prevent any damage from the Company and shall be solely responsible for any lawsuit, demand, proceedings, damage, expenses and any other claims arising out of or in connection with such matters.

18.2. The Contractor is liable for any damage and/or harm caused to a road, way, water network, sewer, canal, electricity, telephone, and/or any other infrastructure while performing the work, whether the damage and/or the harm was caused by chance or was foreseen and necessary for performing the work, it will be repaired at his expense in the most efficient manner and to the satisfaction of the Supervisor and of any person and/or authority authorized to supervise the handling of such infrastructure.

18.3. If during the execution of the works or at any time thereafter, the Contractor receives any lawsuit arising from the execution of the works, for any damage or harm to roads and

bridges, he shall immediately report this to the Engineer and he shall be responsible for its removal.

- 18.4. The Contractor shall immediately indemnify the Company for any payment it has incurred in respect of any lawsuits, claims, demands, proceedings, damage, expenses and claims in connection therewith.

19. Work in the Company's Existing Facilities and in Dangerous Areas or in their Vicinity

- 19.1. In case that any work is carried out in or near existing facilities of the Company, the provisions of this section relating to this shall apply. The Contractor will pay attention to the fact that the Site and/or the areas bordering it and/or the access ways to the Site contain flammable liquids and gases, fuel tanks, mechanical installations, overhead power lines, underground cables, pipes and fittings on the ground and underground that carry crude oil, petroleum products, gases and other materials. The Contractor must investigate and verify the nature and location of those things and notify and warn his subcontractors and all the people employed by him or for him at the Site about the risk involved.
- 19.2. The Contractor shall, at his own expense, take all necessary measures to prevent any loss or damage to any of the things listed above, and he shall remain liable and pay the costs of any loss or damage even if he has taken all necessary measures.
- 19.3. The Contractor, his subcontractors and all the persons employed by them shall be proficient and shall strictly comply with all the laws, statutes, by-laws, regulations, ordinances and orders that may affect the performance of work in the aforementioned areas and/or in proximity to such materials and they will be proficient and will comply as mentioned with the safety rules and fire prevention rules issued by the Company.
- 19.4. Without derogating from the generality of the aforesaid, the Contractor's attention is drawn to the provisions of any law, to the rules, procedures, regulations and publications that exist under any law regarding the safety of work at fuel installations and he undertakes to comply with them.
- 19.5. If the safety officer or the supervising engineer orders the need for safety equipment such as fire extinguishers of various types and sizes, breathing systems or any other safety equipment that will be required, the Contractor must provide this equipment at his expense.
- 19.6. The Contractor must take care of instructing his employees to use the equipment correctly in accordance with the manufacturers' instructions and in accordance with the instructions of the safety supervisor or the supervising Engineer at the Site.
- 19.7. Admission to the Company's existing facilities is restricted, and only people who have valid entry licenses issued by the Company for this purpose will be allowed to enter those facilities. The Contractor will ensure that he is updated regarding the regulations and/or the rules and/or instructions that apply to entering the Company's facilities and issuing licenses as stated above; The Contractor undertakes to strictly comply with those regulations and to obtain the entry licenses for his employees and workers according to them.

Furthermore, when required by the Company, the Contractor shall take all necessary measures to prevent the unauthorized entry of persons employed by him or other persons into the area of existing facilities, and this is by constructing temporary fences at least 2 meters high and by installing gates and access ways, the placement of guards, etc.

- 19.8. The work procedures of the Contractor shall be such as to enable the coordination of his work in the existing facilities with the authority responsible for operating those facilities and with the Engineer. The coordination, as stated, will also include (though not only these) setting dates and procedures for draining pipes and/or taking special precautions and safety measures as will be necessary for working in pipes where there is a flow of fuel, oil, fuel products or oils or where there are residues of fuel products, petroleum, fuel products or oils and in connection therewith.
- 19.9. The Contractor will also obtain a permit from the above authority for any case in which he is about to commence work that has no direct contact with the existing facilities however it is in their vicinity.
- 19.10. Without derogating from the aforesaid and in addition to the other safety provisions applicable to the Contractor under the agreement and law, the Contractor shall establish for himself safe working procedures and safe working methods to be observed by him and his staff at existing facilities or in their vicinity and he will furnish these procedures to the Engineer for approval. However, such approval or lack thereof shall not be construed as imposing any obligation or liability whatsoever on the Engineer or on the Company for any loss or damage caused to the work or to any entity or a violation of any regulation or law that may conflict with the said approval.
- 19.11. The Contractor will pay attention if there are other buildings and facilities such as fences, concrete foundations, pipes, cables, etc. in the vicinity of the existing facilities, which may interfere with the works, some of which must be dismantled and relocated to another place or removed, subject to all Company's rights and/or the rights of any third party and any law. It is possible that some of these pipes and cables may be buried underground, and their location is not marked on any plan or map; The Contractor will investigate this and check the existence and location of such facilities and act with the utmost care when carrying out the work in these areas, in order to prevent damage to buildings and to facilities that are in use or in operation.
- 19.12. The Contractor will consider additional difficulties of working in confined or built-up areas and the need to perform manual work in them instead of by equipment.
- 19.13. When the Contractor is required to perform work of searching, dismantling, repositioning or construction of things that do not appear on plans and/or for which there is no instruction in the bills of quantities, such work will be done according to the Engineer's instructions.
- 19.14. Due to the risks involved in operating a cell phone at the Company's facilities due to existing flammable or explosive materials any use in them of a cell phone (including receiving a call or transmission) in the area of the Company's facilities and/or Work Sites is strictly prohibited, except for use inside vehicles traveling on paved roads which are prepared and designed for travel and in the offices of the facility.

19.15. Carrying a mobile device in a place where use as stated above is prohibited, will only be possible when it is shut off and closed (PWR button - to prevent receiving calls). The Contractor must inform in advance anyone who enters the Company's facility on his behalf about the usage restrictions mentioned above and he is responsible towards the Company for complying with these instructions.

19.16. The Contractor's expenses for taking precautionary measures and for the safety measures and equipment are included in the unit prices according to which the Contractor will be paid or at the turnkey price to be paid to the Contractor, as applicable. For the avoidance of doubt, it is hereby determined that the Contractor shall not be entitled to any additional consideration for performing the provisions of this section or any other provision related to safety.

20. Coordinating with other Contractors and Working in Parallel to them

20.1. The Contractor will consider that during the works other contractors may be employed on or near the Site. The Contractor will coordinate the execution of the works with the work of other Contractors, in accordance with the instructions of the Engineer and he will do everything useful and necessary so that they will not be disturbed as a result of the execution of the works.

20.2. For the avoidance of doubt, the aforesaid shall also apply to employees of the Company, employees of a competent authority and any third party employed in the performance of any work, at the Work Site, on the premises of the Company or outside it, mutatis mutandis.

20.3. If the Contractor informs the Engineer that another contractor has not coordinated his work with him, then the Engineer will investigate the matter, and if he finds that this is true, he will issue an appropriate instruction to the other contractor in this regard as the situation will require. However, the Company will not be liable for any damage due to an act or omission on the part of another contractor and the Contractor hereby waives, by a final and absolute waiver, any claim against the Company in the event of a disturbance by a third party.

20.4. The Contractor agrees that if damage is caused to another contractor which is associated or will be associated with the Company to perform work, due to an act or omission on the part of the Contractor or his subcontractor or their employees, then he will be required to compensate that other contractor for any such damage and to indemnify the Company and prevent any damage to it in respect of claims arising out of or in connection with the same act or omission.

20.5. Except as expressly agreed between the parties, in advance and in writing, the Contractor shall not have claims of any type and kind against the Company in connection with the provisions of this section, including for damage incurred by him or for payment for fees or expenses of coordinating the work of other contractors, and the work of other contractors and/or a stakeholder related to them will not constitute any justification or reason for delaying performance or non-performance of any work by him, or not fulfilling the instructions of the Engineer the Company or the agreement, provided that the Company acted in accordance with this agreement.

21. Supply of Equipment, Materials and Manpower – General

- 21.1. Unless expressly stated otherwise in this contract, the Contractor shall provide and furnish at his expense any materials, construction equipment, temporary structures and materials, both for temporary and permanent structures, workers (including their supervision), transportation to and from the Site, within and around the works and equipment, devices and other things of any kind necessary for the execution of the works and their completion.
- 21.2. Materials purchased by the Company, if and to the extent that materials are purchased by the Company, will be delivered to the Contractor at the Company's warehouse in Ashkelon or in Kiryat Haim or anywhere else in accordance with the Engineer's instructions. The Contractor will be responsible for transporting the above materials to the Site from the place of their delivery as stated, at his own expense only. The Contractor will be responsible for completing the materials he received from the Company, their guarding until they are used in the framework of the works or returned to the Company's warehouse, and he will indemnify the Company for any damage to these materials and/or anything missing in these materials. The Contractor will authorize the Engineer to receive the materials in writing.
- 21.3. The Contractor declares that he has all the equipment and the devices necessary for the efficient performance of the work in accordance with the provisions of this Agreement. The Contractor shall not use any equipment and/or device in performing the work until after the approval of the Engineer, unless the Engineer has expressly waived, in general or for a particular matter, the inspection and approval of the equipment and/or the device.
- 21.4. The Contractor undertakes, no later than the date of commencement of work, to ensure the supply of materials in accordance with the progress of the execution of the work according to the time schedule to be submitted to the Engineer for approval which will be subject to changes to be determined by the Engineer from time to time.
- 21.5. It will be clarified that any purchase from any supplier for the purpose of carrying out the project will require the company's prior written approval.
- 21.6.

22. Evacuating the Site

- 22.1. During the entire course of the works, the Contractor will remove from the Site any waste, garbage and materials that have not been used and that are not necessary at the Site.
- 22.2. Upon completion of the works or the end of the agreement for any reason, the Contractor will evacuate the Site as soon as possible and remove from it (subject to the provisions of the agreement) all construction equipment, excess materials, dirt and temporary structure of any kind, and leave the Site and the works in a clean, proper condition – to the satisfaction of the Engineer.
- 22.3. The Contractor will transfer the excess materials to the Company's warehouse unless the Engineer has instructed otherwise.
- 22.4. The Engineer may give the Contractor any guidance and/or instruction regarding the evacuation of the Site as stated above. For the avoidance of doubt, it is hereby clarified

that the evacuation of the Site according to this section is a precondition for the issuance of a certificate of completion of the works or of part of them.

- 22.5. If the Contractor has not evacuated the Site as stated above or has not completed the evacuation of the Site to the satisfaction of the Engineer, then the Company may carry out the evacuation or any part of it and charge the Contractor all the expenses incurred by it as a result. The Company will offset the expenses incurred by it due to the said evacuation from any payment due to the Contractor plus a 15% handling fee.

23. The Contractor's Employees

- 23.1. The Contractor undertakes to provide at his own expense the manpower required to carry out the work, its supervision, the food, equipment and means of transportation for them and anything else involved in this. The Contractor undertakes to employ workers, professionals and others, in the number required to perform the work within the time determined for this in the agreement, and for work which requires registration, a license and/or permit under any law, the Contractor must employ only those who are registered and/or hold a license and/or permit as mentioned.
- 23.2. The Contractor shall obtain and employ at the Site an execution engineer, foremen, supervisors, team leaders, technical assistants and professional and unprofessional workers and other professionals as required to fulfill his obligations according to the Agreement and as shall be required from time to time by the Engineer. The qualifications of those employed by the Contractor shall be to the satisfaction of the Engineer and in accordance with the provisions of any law.
- 23.3. The Engineer shall be entitled to disqualify any person employed by the Contractor or by his subcontractor in the performance or maintenance of the works or in connection therewith and require the Contractor to remove him immediately from the works, if his employment appears to the Engineer, according to his sole discretion, as undesirable. Such person shall not be employed again in the works without the written consent of the Engineer. The removal and replacement of any person in accordance with this section shall not be grounds for any claim or demand on the part of the Contractor against the Company.
- 23.4. The Contractor undertakes to ensure that all the employees on his behalf, including the Contractor's employees, are competent and suitable to perform the work, and that the safety conditions at the Site are maintained. In addition, the Contractor undertakes to take all necessary safety measures to prevent work accidents, and to ensure conditions for maintaining the health and well-being of the workers as required by law and to perform whatever is required by the labor inspector as this term is mean in the Organization of Labor Supervision Law, 5714- 1954.

24. Employment of Workers and Employees

- 24.1. It shall be the sole responsibility of the Contractor to comply with the laws, regulations, rules, agreements and practices relating to the employment of workers.
- 24.2. In any case, the Contractor alone shall be responsible for the social payments and social conditions in respect of the workers and/or employees employed by him, including all the payments to the National Insurance Institution, to any fund required, insurance

premiums and other payments imposed on employers according to law, practice and collective agreements.

- 24.3. It is hereby declared and agreed that if and to the extent that any of the Contractor's employees and/or workers on his behalf demand payment from the Company of any amount arising as a result of an employer-employee relationship as mentioned, the Contractor will indemnify the Company, immediately upon the Company's demand for the expenses and/or the damage that will be caused to the Company due to such lawsuit including legal expenses and attorney's fees.
- 24.4. The Contractor shall not be entitled to any additional payment in respect of expenses incurred by it in connection with obtaining workers in connection with the employment of workers in the area or in areas other than the place of residence of the workers.
- 24.5. In case that it is not possible to obtain workers in a particular profession in Israel in a sufficient number, the Contractor will contact the Project Manager in order to obtain his approval to employ foreign workers in the project. Hiring foreign workers will not entitle the Contractor to any additional payment. It is clarified that if foreign workers are employed in the project, it is the responsibility of the Contractor to ensure that all the necessary approvals are obtained for this in accordance with the law, and to transfer them to the Company. Furthermore, in case that according to the guidelines of the Company's security officer it is necessary to guard the foreign workers, the cost of guarding will be offset from the consideration in accordance with the Company's price list. In any event their entry into the Site will be conditioned on the prior approval of the security officer and the Contractor will provide all the details about them to the security officer that he will require.
- 24.6. The Contractor will be responsible and will take care at his expense of transporting the people employed by him to and from work and any other or additional transportation that may be required.
- 24.7. The Contractor shall ensure and be responsible that entry into the Site is permitted only to those who have received a permit to do so from the Company's security officer, as approved by the Engineer. The Contractor shall remove from the Site at the request of the Engineer or the Engineer's Representative, any employee who does not have a permit as mentioned above or any employee who at the absolute and final discretion of the Security Officer, is not allowed to work at the Site for security reasons. An employee who was required to evacuate the Site as mentioned will not be allowed by the Contractor to continue working at the Site and he will be removed immediately.
- 24.8. The Contractor is responsible that no foreign workers are employed by him and/or by his subcontractor, except in accordance with the provisions of the Employment Service Law 5719- 1959. The Engineer will be entitled to demand from the Contractor to remove any foreign worker that was not employed in accordance with the provisions of this law and the Contractor will immediately act according to the requirements of the Engineer.

25. Quality of the Work, the Materials and the Equipment

- 25.1. All the materials and the equipment that will be provided by the Contractor, and the quality of all the work, will be of the types described in the agreement and in accordance with the Engineer's instructions, and will be subject from time to time to inspections as

ordered by the Engineer at the place of production Site or at the Site or in both together. The Contractor shall help, tools, machinery, workers and materials as necessary for the inspection, measurement and examination of any work and for the inspection of the quality, weight or quantity of the materials used. Furthermore, the Contractor will provide at his expense samples of the materials as selected and required by the Engineer before introducing those materials into the works.

- 25.2. The Contractor will use new materials and products of the finest kind and in accordance with the specifications, plans, bill of quantities and other Agreement Documents, in sufficient quantities. In any event where the quality of the material, equipment and/or quality of each work is not specified - the Contractor undertakes to provide only excellent and standard type material, the equipment to perform the work will be proper and usable according to the provisions of any law and to perform the work faithfully and with good quality.
- 25.3. Materials for which standards or specifications exist on behalf of the Israeli Standards Institute their properties will comply with at least these standards, and to the selected type of material or product, if there is more than one type in the standard and a different type was not mentioned in the agreement. In the absence of an Israeli standard, API standards will be binding (for crude oil and fuel products) or NFPA (for fire distinguishing projects) or according to the decision of the Engineer. The Contractor shall furnish, if required to do so, satisfactory evidence as to the type and quality of the materials, and their conformity with the relevant standards and best engineering practice, as required by the Engineer. The Contractor undertakes to provide at his own expense and in accordance with the Engineer's instructions, samples of the materials and work done, whether brought in and/or present at the Work Site, and to provide the tools, manpower and all other means necessary to test the samples, the materials and the work at the Work Site, or to transfer them for laboratory tests, all as directed by the Engineer (including the type, quantity and tests program).
- 25.4. The price of tests required according to the specifications or according to the bill of quantities or according to the binding standards or implied from them or that must be performed considering accepted professional rules will be at the expense of the Contractor. If the Engineer required a test that is not implied or required or accepted as mentioned, in case that the test shows that the quality of materials provided by the Contractor does not comply with the provisions of the agreement or the instructions of the Engineer or standards the Contractor shall bear the costs of such testing, including the supply of samples, and in any other case the Company will bear these expenses.
- 25.5. The instructions given by the Engineer and/or sampling according to his instructions and/or obtaining an approval for the materials do not derogate from the Contractor's responsibility for the quality of the materials and the work as required by this agreement, and the burden of proving their quality and their compliance with standards and specifications is imposed on the Contractor. It is expressly agreed that the Contractor is responsible for all defects, deficiencies and flaws discovered in the materials and products he used to perform the work, even if those materials or products have passed the Israeli standards tests, the specifications of the Standards Institute, or foreign standards, and have been approved by the Engineer.
- 25.6. The Company is entitled, but is not required, to provide materials for the purpose of performing all or some of the work. If any materials were provided by the Company, this

fact does not derogate from the Contractor's liability for the quality of the works and any other provisions of this Agreement, except in relation to the quality of the materials provided by the Company, provided that the Contractor objected to the quality of the materials within one week of receiving them.

25.7. If and to the extent that the Company supplies materials which in accordance with the provisions of this Agreement the Contractor is required to supply, then the following provisions shall apply:

25.7.1. The prices of the materials provided by the Company for the purpose of performing the works will be deducted from the remuneration of the agreement in accordance with the basic prices determined in the agreement. If no such prices have been determined in the agreement, the prices will be calculated according to the Engineer's decision which will be based on market prices, or on the actual costs.

25.7.2. In calculating the prices of the materials, the manager will add the cost of depreciation, breakage, transportation, profit and financing, and his decision in this regard, unless otherwise stated in this agreement, will be final and will bind the Contractor without right of appeal on his part.

25.7.3. The Contractor will confirm in writing the quantities of the materials he received together with the stockkeeper on behalf of the Company - both in relation to each material separately, and the quantity of the materials he received in total.

26. Access to the Works

The Company, the Engineer and any person authorized by them will always have access to the works and the Site and to all the places where the work is performed or materials are stored or items are produced for the works, and the Contractor on his part will do everything to facilitate and allow them such access or to obtain for them a right to such access.

27. Covering Works

27.1. No work will be covered or hidden from view without the prior approval of the Engineer or the Engineer's Representative. The Contractor shall notify the Engineer or the Engineer's Representative on time that such work is ready or close to being ready for inspection by the Engineer or the Engineer's Representative, and his notice shall be recorded in the work diary.

27.2. The Engineer or the Engineer's Representative shall be present at the inspection and/or measurement of such work, unless he deems it unnecessary, and he has notified the Contractor of this in advance.

27.3. The Contractor shall reveal any part or parts of the work or make openings in or through them as the Engineer so directs from time to time and he shall restore and repair that part or those parts to the satisfaction of the Engineer. If that same part or those parts were covered or concealed from view after the requirements of this section were met and they were found to have been performed in accordance with the agreement, then the Company will bear the costs of their exposure, making openings in or through them, of their restoration and repair. In any other case the Contractor shall bear these expenses.

28. Removing Work and Unsuitable Materials

- 28.1. The Engineer will be entitled to instruct the Contractor, from time to time, while performing the work:
 - 28.1.1. To remove all materials from the Work Site, within a period of time which will be specified in the instruction, in any case that in the opinion of the Engineer the materials are not suitable for their purpose.
 - 28.1.2. To bring materials qualified and suitable for their purpose in place of the materials referred to in subsection 28.1.1 above.
 - 28.1.3. To remove, demolish, construct, or redo of any part of the work that was constructed or done by using unsuitable materials, or by unsuitable workmanship, or in contravention of the provisions of the Agreement.
 - 28.1.4. To remove equipment which the Contractor intends to use to perform the work, in any event that in the opinion of the Engineer the equipment is not suitable for its purpose and/or it does not meet the required standard rules regarding it.
- 28.2. If the Contractor did not perform such instruction, the Company will be allowed to employ other people and to pay them for the execution of that same provision and all the expenses arising from or related to it will apply to the Contractor, and the Company may charge them or deduct any amount due now or in the future to the Contractor.
- 28.3. The power of the Engineer according to this section applies in all respects, even in case that any tests have been carried out by the Engineer and notwithstanding any interim payment made, if any, in connection with the said materials, work and equipment.
- 28.4. If the removal of the materials or the equipment, bringing new materials and equipment and/or the removal, demolition, reconstruction, etc. of part of the work was due to improper performance of the agreement by the Contractor or his breach, the Contractor shall bear at his expense all the expenses incurred from the instructions specified above in this section.
- 28.5. Nothing in this section shall derogate from any right of the Company according to the agreement and according to any law.

29. Ownership of Materials and Equipment

- 29.1. All the construction equipment, temporary structures and materials provided by the Contractor will be transferred upon bringing them to the Site to the Company's ownership and possession, however this will not impose liability on the Company as a result and without derogating from the Contractor's responsibility to protect the equipment and/or materials as mentioned in this agreement. The Company will be deemed to have authorized the Contractor to use all the construction equipment, temporary structures and materials to perform and complete the work, except in cases where the Company will have the right to remove the Contractor from the Site, or in the event that the Contractor abandoned the works or any other case where the Company will perform, itself or by anyone on its behalf, the works at the Site in accordance with the provisions of this contract. The fixed equipment, facilities and materials that the

Contractor will provide, and which are intended to form an integral part of the works will be transferred to the possession and ownership of the Company as soon as they are brought to the Site.

- 29.2. No materials, equipment, temporary structures or anything similar will be removed from the Site without the written permission of the Engineer.
- 29.3. Upon the removal of construction equipment, temporary devices and materials provided by the Contractor from the Site with the approval of the Engineer the ownership thereof shall be returned to the Contractor. Equipment, devices and materials supplied by the Company will be returned by the Contractor at his expense to those warehouses of the Company from which they were taken or to another place in the territory of the Company's facilities only as instructed by the Engineer.
- 29.4. The provisions of this section shall not be construed as modifying or derogating from the obligations or rights of the Contractor or of the Company, as applicable, with respect to taxes and fees imposed or payable and/or insurance and/or licensing, which apply to the works, to the construction equipment and to the materials discussed in this section.
- 29.5. Whenever equipment and materials have been disqualified according to the provisions of this agreement, or the Engineer has instructed in writing that the materials or the equipment are no longer necessary for performing the work, the Contractor may remove them from the Work Site, and upon their disqualification or such instruction, the materials and equipment cease to be owned by the Company. If, in a provision given under this subsection, a date is set for the removal of the equipment and materials, the Contractor must remove them as soon as possible and no later than the date set as aforesaid. If the Contractor refrains from doing so, the Company may, after giving a prior written notice of 7 (seven) days, remove them, sell them and make any other use of them at its discretion. The Company will credit the Contractor's account with the sale amount, less any expenses incurred by it in this matter.

30. Providing Additional Materials and Goods

- 30.1. If the Contractor is required by the Engineer, in advance and in writing, to provide additional materials necessary for the performance of the work in addition to the materials he is obligated to provide according to this Agreement and/or in accordance with any law, the Contractor shall provide additional materials required for the performance of the work, as follows:
 - 30.1.1. The Contractor shall transfer to the Engineer written price quotes for the materials required to be provided, prior to ordering them, for approval by the Engineer.
 - 30.1.2. After receipt of the written approval of the Engineer as mentioned, the Contractor shall supply the materials to the Site subject to all the provisions of this section and he shall install the materials in the framework of the works.
 - 30.1.3. The Contractor shall submit a separate bill for the materials supplied by him and installed, as approved by the Engineer, in advance and in writing, if their supply is not included in the unit prices for the works. If these are materials of the type existing in the bill of quantities, the payment will be according to the prices in the bill of quantities. If these are materials that do not exist in the bill of quantities, then

the prices of the materials will be subject to prior approval by the Engineer, in writing, who will be entitled to pay them according to the prices in the bid submitted by the Contractor or according to other prices he shall deem to be appropriate, at his discretion. The consideration for the supply of materials included in Day Labor (if the Contractor is required to supply them) will be paid to the Contractor according to the price of the principal in accordance with an invoice of the supplier for purchasing these materials and transporting them to the Site, with an additional 15% for financing, general expenses and Contractor profit.

- 30.2. All the provisions of the agreement relating to the materials shall also apply to the materials provided according to this section, mutatis mutandis.
- 30.3. The Contractor undertakes to supply goods in accordance with the requirements (item type, material, required quality, work, etc.) as defined by the Engineer and/or in accordance with the Engineer's instructions and guidelines, in the quality required, and in accordance with the requirements defined by the Engineer.
The Contractor hereby undertakes to store and keep the goods in an appropriate and suitable manner that will prevent damage to the goods.
- 30.4. In the absence of information or other instructions, the Contractor undertakes to supply the Company only goods made of materials of the best quality, that are produced at the highest level of production and in accordance with any relevant standard, and they will be certified by the required standard.
The Contractor may not, in any case, supply the Company with "second hand" materials.
The Contractor undertakes to purchase for the Company only new materials.
- 30.5. With respect to relevant goods, the Contractor shall observe the following instructions:
 - 30.5.1. The goods comply with definitions and/or relevant standards and/or standard specifications and/or goods specifications (in the agreement or in accordance with the Engineer's instructions). The Contractor undertakes to notify the Engineer in writing of any reservations and/or deviations and/or non-compliance with the aforesaid. In case that there are no instructions or specifications for ordering the goods - the Contractor undertakes to receive written instructions on the subject of ordering the goods.
 - 30.5.2. Books, specifications, instructions for use and maintenance, quality certificates, etc. must be added to all the relevant goods.
 - 30.5.3. Catalogs/ drawings/ requirements and quality adjustment documents and any relevant inspection certificate must be added. The goods will be explicitly marked with a serial number that matches the quality adjustment documents or the test certificate. The Contractor must provide a valid warranty certificate.
 - 30.5.4. When ordering goods with a limited shelf life such as - paints, adhesives and various auxiliary materials, only goods must be provided, for which the following conditions are met:
 - 30.5.5. They are valid for at least one year or according to what is customary in the market (whichever is the longer period). The delivery of goods for a shorter period than

what is stated above will be done only after obtaining written approval in advance from the Engineer.

30.5.6. The date of manufacture and the expiration date will be explicitly stated on the packaging of the goods or in another visible place.

30.5.7. With respect to goods intended for fuel use - the Contractor undertakes to offer to the Company only goods that meet all relevant standards, including API and ASME standards.

30.5.8. It is clarified that the supply of such materials will be possible only if there is a clause for the purchase of materials in the bill of quantities that determines the maximum permitted volume of purchases.

31. Balance of Materials

31.1. The Contractor shall return the surplus materials provided to him by the Company to the Company's warehouses as instructed by the Engineer, unless the Engineer expressly ordered in writing that the Contractor may not return such surpluses. It is clarified for the avoidance of doubt that in this case the Contractor will be charged the value of all the materials supplied by the Company, including those surplus materials which he has been given permission not to return to the Company.

31.2. At the end of the work, and as a precondition for the Contractor's eligibility to receive a certificate of completion from the Engineer, the Contractor will prepare and submit to the Engineer for approval a "Balance of Materials" as per App. C. The balance of materials will consist of lists and charts that will show and specify in a clear manner, mentioning the appropriate references, the following details:

- All the materials and equipment, in full detail, that were invested in the work and provided by the Company.
- The materials and equipment provided to the Contractor by the Company, whether invested in the work or not.
- The materials provided by the Contractor and invested in the work.
- The materials that the Contractor returned to the Company's warehouses, if returned.

32. Building Permit, Commencement of the Works, Delivery of the Site, Access, etc.

32.1. If the works pertaining to this agreement require by law a building permit, then any delay in issuing the building permit will delay accordingly at the Company's discretion and by prior written notice, the performance of the work without any compensation and/or payment to the Contractor for the delay. If a building permit has not been obtained, or there has been a delay in obtaining the permit beyond the time the Company considers to be reasonable, then the Company may notify the Contractor of the cancellation of this agreement. In such case, the agreement will be terminated without the Contractor being entitled to any payment and/or compensation in respect of the above.

- 32.2. It is agreed and clarified that this condition is a material condition based on which the company agreed to enter into this agreement with the Contractor.
- 32.3. The Contractor will commence the work within 7 days after receiving a work commencement order from the Engineer or on any other date specified in the work commencement order as the date for the commencement of the works, and he will perform them at the rate necessary in order to meet the time schedule. For the avoidance of doubt, the period during which the Contractor will prepare for the execution of the work (including inquiries with authorities, inspections, measurements, organization of plans, materials and equipment, etc.) included in the work execution period and the Contractor will not be given any postponement of the date specified in the work commencement order, or an extension of the work execution period as provided in this Agreement, due to the preparation period or unforeseen difficulties in the preparation. It is clarified that the effective date for the completion of the works is the date specified in Chapter 3 of this Agreement.
- 32.4. Unless the agreement instructs otherwise, and subject to any requirement in the agreement regarding the dates of execution of the works, the Company will give the Contractor, upon the written instruction of the Engineer to commence the works, possession of the Site necessary to commence and continue the work in accordance with the agreed time schedule. Afterwards the Company will give the Contractor from time to time, in accordance with the progress of the work, possession of additional sections of the Site as required by the Contractor to continue performing the works at the proper pace in accordance with the time schedule. It is hereby clarified that the Company is also entitled to transfer to the Contractor immediately upon giving the instruction to commence the works possession of the entire Site, at its discretion. It is clarified that possession of the Site or part of it according to this section is subject to any instruction that will be given by the Company to the Contractor in the matter.
- 32.5. The Contractor shall perform at his own expense (unless otherwise stated in the Agreement) all special or temporary works required of him in connection with access to the Site and preparing therein as set forth in the agreement.

33. Work Diary

- 33.1. The Contractor will administer a work diary at the Site (hereinafter - the "Diary") in a format that will be required or approved by the Engineer, and he will write in it every day, inter alia, details regarding:
- a. The weather conditions prevailing at the Site.
 - b. The progress in carrying out the work during the day.
 - c. Instructions given to the Contractor.
 - d. His comments regarding the course of performing the work, however it is clarified that his comments will not bind the Company.
 - e. Report on visits at the Site.
 - f. Report on the review of the quality of the work.
 - g. Anything else that in the opinion of the Contractor or the Engineer or the Engineer's Representative can reflect the factual situation during the performance of the works.
 - h. The number of employees and their types, materials and equipment brought to or from the Site.

- i. Quantities of the goods received for the project from the Company's warehouses with a delivery note
 - j. Quantities of the materials invested by the Contractor in performing the work.
 - k. Mishaps and interferences in the execution of the works.
 - l. Use of mechanical equipment to perform the works.
 - m. Instructions and comments given by the Engineer or his representatives during the day.
 - n. Anything else the Engineer required to be included in the diary.
- 33.2. When the execution of the work is performed in stages or in the case where, in the opinion of the Engineer, recording a diary on a daily basis is ineffective or not necessary, it will be recorded from time to time in accordance with the Engineer's instructions.
- 33.3. The Engineer or the Engineer's Representative shall record their comments in a work diary in the place designed for this. The diary will be signed by the Engineer or the Engineer's Representative and the Contractor's representative.
- 33.4. If the Contractor, or his authorized representative, has not notified of a reservation regarding anything recorded in the work diaries, he is deemed to have confirmed the correctness of the details recorded in the diary.
- 33.5. If the Contractor, or his authorized representative, refuses to sign the diary or is absent from the Site the entries in the diary will be considered as if they were approved by the Contractor.
- 33.6. If the Contractor or his authorized representative did not sign the diary and insisted on this due to his refusal or absence from the Site, this would constitute a breach of the agreement.
- 33.7. The Contractor may record his comments in the diary regarding the execution of the works, however these entries will not bind the Company or the Engineer.
- 33.8. Diary entries will not in themselves serve as grounds for demanding any payment according to the agreement.
- 33.9. All copies of the diary will be the property of the Company and the Contractor is responsible for ensuring that at least one copy of the work diary is regularly located at the Site.
- 33.10. Without derogating from all of the aforesaid, recording a reservation and/or comment by the Contractor in the diary does not constitute any justification and/or reason for delaying performance and/or not performing any work and/or failure to comply with the instructions of the Engineer and/or the Company and/or the provisions of the agreement.
- 33.11. In the event of a contradiction, the Engineer's diary entries are preferable to any other provision in this agreement or in its appendices, however the Contractor must draw the Engineer's attention to the said contradiction without delay, in order to obtain his instructions, and if he did not do so, the Engineer may amend the entry after he addresses the contradiction.

- 33.12. For the avoidance of doubt, it is hereby expressly clarified that the signature of the Engineer's Representative on the work diaries does not bind the Company or confirm that which was written by the Contractor in the work diary is correct or accurate. In the work diary, by its nature, data is recorded by the Contractor, which is partial and sometimes also inaccurate, however the Engineer's Representative is not able to check this in the field. Moreover, sometimes the data in the diary should be weighted with other data - something which is also not reflected in the work diary. This is also why it is expressly agreed that the Company will be entitled to claim at any stage that what is stated in the work diary does not bind the Company even if the Engineer's Representative (or another person on behalf of the Company) has signed the work diary.
- 33.13. It is agreed and clarified that this condition is a material condition on the basis of which Energy Infrastructures has agreed to enter into this agreement with the Contractor.

34. Offset

- 34.1. The Company may deduct any amount due to it from the Contractor, without exception and including an indefinite amount from any amount due to the Contractor from the Company, whether by virtue of this agreement or by virtue of another contractual engagement with the Contractor.
- 34.2. The Contractor hereby waives any right of lien, pledge or claim of trust conferred on it according to an agreement and according to any law against the Company or against those acting on its behalf (including its subcontractors) in connection with all the materials and equipment related to the performance of the works and/or the works themselves.
- 34.3. The Contractor shall not be entitled to offset amounts owed to the Company, whether according to this Contract or from any other source against any amount due to him from the Company or by any of its successors or on its behalf or on its behalf (including its subcontractors).

35. Prohibition to Work on Saturdays, Holidays and at Night

- 35.1. Subject to any other provision of the Agreement, no work will be performed during the night on Saturdays or other statutory holidays (unless it was expressly stated otherwise in the Agreement), without written permission of the Engineer or the Engineer's Representative.
- 35.2. The provisions of this section do not apply to work that must be carried out, naturally, without a break or in continuous shifts, or any work that is necessary and unavoidable for saving lives and/or property, or necessary for work safety, or works that the Engineer has ordered their urgent performance for meeting the time schedules. If work will be performed contrary to what is stated in this section, in the circumstances described in this section, the Contractor shall immediately inform the Engineer of the circumstances of the matter in writing, and he shall ensure that appropriate permits are obtained and that adequate lighting and safety measures exist.
- 35.3. The Contractor confirms that a deviation from the working hours set forth in this section will not entitle him to any additional payment or other claim against the Company.

- 35.4. Any permit required for night work or work on statutory holidays will be obtained by the Contractor and the performance of any such work shall be under the sole responsibility of the Contractor.

36. Rate of Progress

- 36.1. If the Engineer deems that the rate of execution of the works or any part thereof is too slow in order to ensure the completion of the works or any intermediate stage within the time determined in the agreement or at the end of the approved extension to complete the works, the Engineer shall notify the Contractor in writing, and the Contractor will immediately take steps as the Contractor shall consider to be necessary and/or as approved or required by the Engineer. It is clarified that any step of the steps taken by the Contractor and approved by the Engineer or required by the Engineer, including overtime work, night work or during statutory holidays, will not entitle the Contractor to any additional payment.
- 36.2. Without derogating from what is stated in this section and in other sections of the agreement, it is clarified that for a continuation of the works beyond the period of time specified in the contract, as determined by the Engineer, will require the Contractor to pay an additional payment, as follows:
- 36.2.1. For a continuation of the works for a period of between one day to 7 days - a total of 1,000 (thousand shekels) for each day of delay.
- 36.2.2. For a continuation of the works for a period of between 8 days and 14 days - the Contractor will be required to pay a fine of 5% (five percent) of the total consideration specified in section 3 in Part 1 of the contract. The said fine shall apply without derogating from any other right of the Company in connection with such delay.
- 36.2.3. For a continuation of the works for a period between 15 days and 21 days - the Contractor will be required to pay a fine of 7.5% (seven and a half percent) of the total consideration specified in section 3 in Part 1 of the contract. The said fine shall apply without derogating from any other right of the Company in connection with such delay.
- 36.2.4. For a continuation of the works for a period between 22 days and 28 days - the Contractor will be required to pay a fine of 10% (ten percent) of the total consideration specified in section 3 in Part 1 of the contract. The said fine shall apply without derogating from any other right of the Company in connection with such delay.
- 36.2.5. For a continuation of the works for a period of more than 28 days, the Contractor will be required to pay a fine of 20% of the maximum financial scope of the agreement, without derogating from any other right of the Company in connection with such delay.
- 36.2.6. It will be clarified that; this part of the contract also refers to the completion of the work in main stages. To the extent that the contractor does not meet the schedule to finish each main stage on time, then the provisions of this part above will apply to the contractor.

36.2.7.

37. Liquidated Damages

- 37.1. If the Contractor does not complete the work at the time specified in the agreement or within the extension granted to him, if granted, then he will be required pay to the Company the fixed amount as liquidated damages for each day or part of a day that will pass between the time set in the agreement or the end of the approved extension, all as applicable, and between the actual completion date of the works as shall be recorded by the Engineer in the work diary and/or in the certificate of completion as set forth in section 36.
- 37.2. For each violation of a safety provision, the Contractor will be required to pay the Company liquidated damages in the amount of NIS 1500, and in the aggregate up to the ceiling of the amount of the guarantee. In addition, the Company will be entitled, in the case of serious violation, to increase the amount liquidated damages for a single violation of a safety provision as mentioned up to the amount of the Performance Guarantee, according to its sole discretion and without the Contractor having any lawsuit or claim in connection with the aforesaid. Without derogating from the generality of the aforesaid, it is noted that the Company considers the safety offenses as a grave breach of the agreement: smoking in the area of the facility, using a mobile telephone in the operating area, non-compliance with the terms of the work permit or execution permit, work with fire without a permit, work at height without a permit or without valid training for working at height, introducing a worker for work without safety training – works with crane/ Manito/ JCB without tools insurance or without a suitable operating license or without surveys required by law, change of operating status of systems without an approval, digging without an approval of all relevant authorities regarding the absence of infrastructure in the route. It is clarified that the Company reserves the discretion to determine that additional safety violations constitute a grave breach of the Agreement, in accordance with the provisions of this section.
- 37.3. Without derogating from any other method of collection, the Company may deduct the compensation amount from any money that is in its possession and due or that will be due to the Contractor and/or to collect them by realizing the bank guarantee. The payment of compensation or the deduction of the compensation amount the will not release the Contractor from his obligation to complete the works on time or from any obligation or liability imposed on him by virtue of the agreement or by virtue of the law.
- 37.4. Nothing in this section shall derogate from any right of the Company according to the agreement and/or according to the law, including the right to sue the full damage caused to the Company due to the delay.
- 37.5. In addition, without derogating from the aforesaid or from any other provision in this agreement and the Company's other remedies according to any law and according to the agreement, it is clarified that a violation of safety provisions by the Contractor inter alia according to section 14 of the agreement will entitle the Company to the liquidated damages. The amount of the liquidated damages, as stated above, is estimated in advance by the parties as an amount that reflects the immediate minimum damage that will be incurred by the Company as a result of a breach of these provisions, and it does not depend on proof of damage.

- 37.6. It is clarified that this section does not derogate from the Company's rights according to the agreement and according to any law in the event that a breach of safety provisions caused damage, and such a case it will be handled in accordance with the provisions of the agreement and the law in this matter.
- 37.7. The Company will be entitled to forfeit the guarantee for the purpose of collecting the liquidated damages according to this section and/or to offset the liquidated damages from payments that it owes the Contractor according to this agreement, at its discretion.

38. Determining Priorities in Performing the Work

- 38.1. The Engineer may notify the Contractor at any time of his decision to prioritize the performance of a particular part of the work, any execution stage of the work, for any reason, including for allowing other contractors associated with the Company and who work at the Work Site to operate, and the Contractor undertakes to perform the work in accordance with the order of priorities determined by the Engineer.
- 38.2. It is hereby clarified that an instruction as mentioned by the Engineer does not give any extension to the Contractor to complete the work, or to serve as justification to delay the execution or non- execution of any part of the work.
- 38.3. The Contractor will not have any lawsuits of any type and kind against the Company in respect of the instructions given as stated above.

39. Coordinating between the Works

- 39.1. The Contractor must carefully review all Agreement Documents, including the plans, review them and perform the work in a manner that coordinates between the various works included in the agreement and the works performed by other Contractors, in order to avoid the need for dismantling or demolition of works performed.
- 39.2. For the purpose of coordinating between various works as stated in section 20, the Contractor shall be responsible for always ascertaining that he has at his disposal a current file of all the execution plans used by each of the Contractors and other parties employed by the Company at the Work Site. The Engineer will provide to the Contractor, as required and to the best of his ability, missing plans regarding work performed by other Contractors and which the Contractor needs to receive according to the Engineer in order to coordinate between the various works, and the Contractor will consult with any relevant party, including other Contractors and consultants.
- 39.3. If it became clear that it is necessary to dismantle or demolish works performed and/or re- perform the works again, due to the Contractor not fulfilling his what is imposed on him according to section 28 - the Contractor must, at his expense, dismantle and/or demolish and/or re-perform works, all in accordance with the agreement and Engineer's instructions.

40. Performing the Work in Stages

- 40.1. The Company may at any time instruct the Contractor to divide the work into stages, either at the Company's initiative given in a written notice, or at the Contractor's request,

if approved by the Company. The stages will be determined by the Engineer after consultation with the Contractor.

- 40.2. In such a case, the Company will issue for the Contractor a partial work commencement order for each stage of the work, at dates and at a pace as it shall see fit, provided that the Contractor is given a warning of each stage a reasonable time in advance. The Contractor shall prepare time schedules for each stage of the works and the provisions of section 9 shall apply to these time schedules mutatis mutandis.
- 40.3. If the Contractor is notified of the execution of the work in stages, the Contractor will perform each stage of the work stages only after receiving a partial work commencement order from the Company, and he will not be entitled to receive consideration for stages performed without receiving an additional work commencement order.
- 40.4. The division of the work into stages will not change the remuneration due to the Contractor or his right to additional consideration.

41. Temporary Break in the Work and Early Termination of the Agreement

- 41.1. As soon as the Engineer has instructed this in writing, the Contractor shall stop performing the work or that part of the work ordered by the Engineer, for the same period of time and in the same manner as the Engineer deems appropriate. During the period of the break, the Contractor will guard and protect the works properly as required according to the opinion of the Engineer.
- 41.2. Actual additional expenses (if any) actually incurred by the Contractor in respect of a break in the work in accordance with the instructions of the Engineer by virtue of this subsection, shall be paid by the Company at its discretion, except in the following cases:
 - a. A different provision in the agreement exists regarding the temporary break (in which case the provisions of that other provision will apply).
 - b. The temporary break is necessary for the proper performance of the work or it was caused due to weather conditions that have an impact on the safety or on the quality of the work, or due to a mistake on the part of the Contractor, or due to poor work of the Contractor or due to circumstances related to the Contractor or the subcontractor.
 - c. The temporary break is necessary for the safety of the works or any part of them.
 - d. The temporary break lasted for a period of time that does not exceed 14 working days.
 - e. A break was created as a result of failure to supply piping equipment or materials from any supplier, at the expense of the Company or a delay in the delivery of any goods ordered by the Company provided that the Company was not grossly negligent in making the order.
 - f. The break was due to an act or omission of the Contractor which constitutes a breach of the Contractor's obligations under this agreement.

- 41.3. However, the Contractor will not be entitled to a reimbursement of such additional expenses unless he has notified the Engineer in writing of his intention to file such a claim within 72 hours of the instruction being given by the Engineer. In absence of an express provision otherwise in the agreement, the Engineer shall determine the additional payment to be made to the Contractor in connection with this claim, as the Engineer shall find to be fair and reasonable, and he will be assisted to the extent possible by the prices stated in the bill of quantities. The Contractor will furnish to the Engineer all the bills, details and receipts that the Engineer will require.
- 41.4. In the event of a temporary break in the work for which the Contractor is entitled to reimbursement of additional expenses as mentioned above, then the payment for the inactivity of tools will be made in accordance with the aforesaid, and after appropriate references have been submitted.
- 41.5. The price to be paid to the Contractor for the inactivity of tools will be 50% of the price stated in the bill of quantities for 'régie' works per working hour of those tools, but not more than 8 hours per day. If no price is stated in the bill of quantities as mentioned - the price per hour of work will be determined by the Engineer.
- 41.6. In case that the tool or tools will work for at least 4 hours, no idle pay will be paid for that day.
In the calculation of the inactivity, only tools and equipment that are located the works Site and that were located there before the notice of a break in the work, will be considered. No other expenses will be paid, such as: guarding, work management, vehicle, etc.
- 41.7. In case of an expected inactivity of over three days, the Engineer will notify the Contractor in advance and allow the Contractor to remove the tools from the Work Site. In such case, the Contractor shall be paid one day of inactivity as mentioned or for the transport of the tools from the Site of the works and back, according to the discretion of the Engineer.
- 41.8. If the execution of the work is completely stopped in accordance with the Engineer's written instruction for more than 90 days, the Contractor will be entitled to send the Engineer a written notice requesting him to permit him to continue working within 30 days from the date of receipt of that notice. If such permission is not granted during that time, the Contractor, by an additional written notice, may, if he so desires, notify the Company of the termination of the Agreement. In such case the Company will be liable to pay in accordance with the provisions of the agreement for the works performed by the Contractor according to the time schedules set forth in the agreement for payment or until seven days have passed from receiving the notice by the Contractor regarding the termination of the agreement, whichever is later.
- 41.9. The Company may, at its absolute discretion at any time and for any reason in a written notice to the Contractor seven days in advance, terminate the Agreement and upon the expiration of 7 (seven) days as mentioned the Agreement shall terminate. In such case the Company will be liable to pay in accordance with the provisions of the agreement for the works performed by the Contractor until seven days have passed after receiving the notice by the Contractor of the termination of the agreement, and this is for the final and complete settlement of all of his claims for the termination of the work as mentioned, without exception, including expenses and loss of profits.

- 41.10. It is agreed and clarified that this condition is a material condition on the basis of which Energy Infrastructures agreed to enter into this agreement with the Contractor.
- 41.11. In the event of termination of the agreement as mentioned, the Company will pay the Contractor for purchases of materials purchased by the Contractor against furnishing all the necessary documents and which were brought to the Site and for which the Company has not yet paid, provided they were intended for regular use in the works. The Engineer shall verify that the above materials and equipment have been delivered by the Contractor to the Company's possession and ownership prior to the approval of the payment.
- 41.12. In case that at the time of receipt of the notice, materials and/or equipment were ordered by the Contractor but had not yet been delivered, the Company will be entitled to demand the Contractor to cancel the order, if this is possible and the Contractor will act accordingly. In case that the cancellation is possible but involves payment, the Contractor will notify the Company and act in accordance with its instructions in this matter. In case that cancellation of the order is not possible, the Company will bear payment for the materials and equipment ordered, provided that the transfer of ownership of the above equipment and materials to the Company is arranged beforehand.
- 41.13. Termination of the agreement as stated in this section will not be considered a breach of the agreement by any of the parties and it will not entitle the Contractor to any payment or compensation beyond what is stated in this section.
- 41.14. If the agreement as stated above has ended, the Company may, at its sole discretion, continue to perform the work or in any part of it itself and/or by others on its behalf, at any time it deems appropriate.

42. Modifications Order

- 42.1. The Engineer will be authorized to order any modification in the works as opposed to the provisions of the agreement, which in his opinion will be necessary. To this end, the Engineer will have the authority to instruct the Contractor to do, inter alia, any of the following things that will be performed by the Contractor:
- a. Add or reduce the amount of any work included in the agreement.
 - b. Omit or cancel any work included in the agreement.
 - c. Modify the nature or quality or type of any such work.
 - d. Modify the levels, lines, position and dimensions of each part of the works.
 - e. Perform additional work of any kind - provided it is in the approved framework and has not exceeded the amount of the contractual engagement.
- 42.2. **No such modification shall be made by the Contractor without an express prior written instruction from the Engineer** (hereinafter also: "Modifications Order").

- 42.3. In any case of modification, omission or addition, the Engineer shall specify in a written instruction the quantity and type of work to be done or omitted. It is clarified that this section refers to a modification in the works and not in the quantities of the goods and materials in the written quantities; In the matter of a change in the goods and materials in the bill of quantities; with respect to a modification in the goods and in the materials in the bill of quantities the provisions of section 28 above shall apply. Notwithstanding the aforesaid, if the Engineer believes that an immediate modification is necessary and he cannot prepare a written modification order on time, he will give the modifications order orally and this order will be deemed a modifications order for all intents and purposes, provided that within a reasonable time the Engineer also transfers a written modifications order.
- 42.4. A modification in the consideration for the modifications, to the extent required at the Company's sole discretion, shall be in accordance with the provisions of section 45 hereafter.
- 42.5. When planning is part of the Contractor's obligation according to the agreement, then the modifications in the plans made by the Contractor at the request of the Engineer, as a condition for the Engineer's approval of detailed plans, will not be considered and interpreted in any way as entitling the Contractor to any payment by virtue of this section.
- 42.6. For the avoidance of doubt, the provisions of this section and/or any instruction given by the Engineer will not increase the maximum scope of the agreement.
- 42.7. If the Contractor has received a modifications order that does not determine the value of the modification and he is of the opinion that the modification requires an increase in the agreement remuneration - he will notify the Engineer in writing as soon as possible of his intention to request an increase in the agreement remuneration. If 15 (fifteen) days have passed from the date the modifications order was given without the Contractor contacting the Engineer in writing as mentioned, he is deemed to have agreed that the modification will not affect the fee of the agreement.
- 42.8. A modifications order under this section shall bind the Contractor even when the value of all the modifications, including previous modifications according to such orders, are significantly different than the agreement remuneration.
- 42.9. For the avoidance of doubt, it is hereby clarified that the Contractor may not delay the execution of any modification under this section due to the failure to determine the value of the modification. If the value of the modification is disputed and/or unknown, the Engineer will determine the value of the modifications within 30 days of the date the modifications order was given.
- 42.10. It is hereby clarified that the modifications order which does not expressly determine a time extension to complete the work does not entitle the Contractor to a time extension to complete the work.
- 42.11. It is clarified and agreed that if a modifications order was given according to this section due to the Contractor not performing a provision of the agreement and/or an obligation he undertook according to it, then the issuance of the modifications order does not

derogate from any right of offsetting indemnification and/or any other right of the Company according to the agreement and/or according to any law.

42.12. In any case in which the Company requests to increase in the maximum amount of money (not including the exercise of options under this agreement) as mentioned in Part 1 of the contract, the following provisions shall apply:

42.12.1. The Company shall issue to the Contractor an addendum to this Agreement in writing and the Contractor shall be obligated to carry out the work pertaining to the addendum to the agreement as mentioned.

42.12.2. In the event of increasing the agreement by a 25% increase in the maximum amount of money - the Contractor will be required to give a 2% discount on the bill of quantities in the agreement (for works pertaining to the increase).

42.12.3. In the event of an increase of the agreement up to a 50% increase in the maximum amount of money - the Contractor will be required to give a 4% discount on the bill of quantities in the agreement (for works pertaining to the increase).

42.12.4. In the event of an increase of the agreement by more than a 50% increase in the maximum amount of money - the Contractor will be required to give a 6% discount on the bill of quantities in the agreement (for works pertaining to the increase).

42.13. The Contractor and the Company may agree to provide a higher discount than specified above. It is agreed and clarified that everything stated in this section regarding modifications and the consideration for them is a material condition based on which Energy Infrastructures agreed to enter into this agreement with the Contractor.

42.14. It is clarified that an increase in the contractual engagement is subject to the approval of the Company's Tenders Committee, in accordance with the Tenders Law.

43. Demands by the Contractor

43.1. In any case the Contractor believes that any instruction issued by the Engineer entitles him to any additional payment for works not [sic] or additional time extension for the completion of the work, then immediately upon receipt of such instruction or demand (and in case of additional work he will do so before starting additional work) he will notify the Engineer in writing of his intention to demand additional payment due to this and/or an additional time extension, and within 7 days of receiving such instruction or demand, he will submit a written request, stating the reasons for this and the exact amount of his financial claim and/or additional time extension that he requests.

43.2. For the avoidance of doubt, it is hereby agreed and stated that the fact that the Contractor requires additional measures, or a time extension (and additional inputs) will not serve as grounds for demanding additional payment for these works. Nor will a claim be raised on behalf of the Contractor that there have been any price increases in part of the work inputs.

43.3. If the Contractor has not given a notice at the proper time of his intention to sue or has given such notice on time but has not filed a claim in the form and at the time mentioned

above, this shall constitute a waiver by the Contractor of any claims in respect of any instruction or demand as mentioned.

- 43.4. Without derogating from the aforesaid, the Contractor shall not be entitled to submit any demand for payment after submitting the final bill.

44. Day Labor (Optional – for the Engineer's request only)

- 44.1. The Engineer may, when he deems it necessary or required, order in writing that work that is not included in the Agreement Documents shall be carried out based on a Day Labor or working hours (hereinafter - “**Day Labor**”), and the Contractor will be required to employ a number of people for the purpose of this work and equipment units and provide materials according to the decision of the Engineer.
- 44.2. The date of commencement of the Day Labor shall be determined by the Engineer and he shall be entitled to order its cessation, in whole or in part, by a notice 24 hours in advance and the Contractor shall be required to act as determined by the Engineer.
- 44.3. The payment for Day Labor will be in accordance with the prices set for this in the bill of quantities that relates to Day Labor, and they include the full consideration for performing the work including management and supervision of the work. In case that the Engineer requires a type of worker or equipment other than those specified in the bill of quantities for Day Labor, the prices specified in the bill of quantities will serve as a basis for determining the prices for them by the Engineer.
For the avoidance of doubt, it is hereby determined that work included in the Agreement Documents will not be subject to the provisions of this section, will not be subject to the bill of quantities relating to Day Labor and will not be paid for it according to the bill of quantities which relates to payment for Labor Day.
- 44.4. The Contractor will be required to supervise the works performed based on a Labor Day and he will be responsible for both the quality of the work performed and the output.
- 44.5. In case that in the opinion of the Engineer, improper Labor Day was performed and/or at a low output due to lack of supervision by the Contractor or for any other reason, the Company may charge the Contractor any amounts it deems necessary as compensation for damage incurred by the Company without derogating from any other right of the Company according to this agreement or according to law.
- 44.6. When performing Day Labor, the Contractor shall record each day in the work diary (or elsewhere as determined by the Engineer or Engineer’s Representative) the type of work performed based on a Labor Day, the names of the workers, the types of tools and the duration of the work on that same day of each worker and of each tool at work. It is clarified that this provision does not derogate from any other provision regarding the work diary according to the agreement.
- 44.7. The unit prices for the various types of workers will be considered to include all direct and indirect expenses for that same worker and their use of the work tools, instruments, equipment and accessories.
- 44.8. The unit prices for use of mechanical equipment are for actual net working hours and they will include the operator’s wages and other expenses for operating the tool including

depreciation, spare parts, repairs, holding, fuel, lubricants, supervision, general expenses and profit and compliance with all the obligations and responsibilities of the Contractor.

- 44.9. Repair and maintenance hours of the equipment will not be paid nor for inactive hours of the equipment.
- 44.10. Transportation of the equipment to and from the Site on a one-time basis is included in the payment rates for the equipment. If the Contractor is required by the Engineer to transport the same equipment from the Site and back to it additional times, the Company will pay the Contractor his actual expenses for the additional transports at rates to be determined by the Engineer as fair and reasonable.
- 44.11. At the end of each month the Contractor shall provide the Engineer or Engineer's Representative with a detailed bill of the manpower, the materials and the equipment used. The Contractor shall be entitled to payment only after the lists, reports and bills have been submitted in full and accurately to the satisfaction of the Engineer.
- 44.12. Payment based on Day Labor shall be made only for work, equipment and materials included in the bill submitted as mentioned and received and approved for payment by the Engineer.

45. Measurements

- 45.1. The quantities stated in the bill of quantities are a generalized quantities of the work and not a detailed quantities of all the materials and works.
- 45.2. It should be clarified that the quantity assessment will be done by the contractor and will be approved by the Engineer, and that is for the purpose of submitting partial accounts by the contractor.
- 45.3. In the contractor's assessment, the contractor will present the amount of work that has been completed in relation to a particular job and what he still has to do. This assessment will be carried out by presenting a percentage of the total scope of the section in the bill of quantities
- 45.4. Whenever the Contractor intends to measure the works, he will notify the Engineer's Representative of this in advance, and the Engineer's Representative will decide if he wishes to be present at the time of the measurement. The Engineer's Representative may give instructions for performing the measurement to postpone the date of the measurements. A measurement that does not meet the conditions of this section shall be deemed to be not binding for the purposes of this agreement.
- 45.5. Before approving any bill submitted by the Contractor to the Engineer the Engineer may request the Contractor to submit to him any explanation, document or records of the measurements made as mentioned above in connection with the work contained in that bill.

- 45.6. The Engineer will check the measurements made by the Contractor, he will confirm them if he finds them to be correct, correct them if and as required in his opinion, or take his own measurements, if he deems it necessary to do so.
- 45.7. When the Engineer or representative of the Engineer wishes to measure any part or parts of the work, he shall notify the authorized representative of the Contractor. If for any reason the Contractor or his representative was not present at the time of the measurement even though he received notice of it, then the measurement taken by the Engineer or approved by him will be considered as the correct measurement of the work.
- 45.8. If it was not stated otherwise in the agreement (including in the bill of quantities or specifications), any work shall be measured in net terms, in accordance with the details of the plans, when it is finished, complete, and set in its place, as applicable, without any addition for depreciation and the like, and its price set in the bill of quantities will be deemed as including the value of all the accompanying and auxiliary works that are not mentioned in separate sections, as well as all the materials needed to carry out the work.
- 45.9. The measurement document and calculation of the quantity based on the measurements as approved by the Engineer, will form an integral part of the Contractor's bill to be submitted to the Engineer for approval.
- 45.10. It is clarified that the Contractor will not be entitled to any additional compensation unless the Company has determined in advance and in writing (before the execution) the additions to be executed and it has approved in advance and in writing the consideration to be paid for this.
- 45.11. It is agreed that the execution of such additions will not postpone the date for completion of the works unless it is agreed between the parties in advance and in writing that the Contractor will be entitled to an extension in respect thereof and the period of the postponement due to the execution of such additions has been agreed. In the absence of express written consent in writing regarding the postponement of the date, the Contractor will not be entitled to delay the completion of the works due to the additions as mentioned.
- 45.12. It is agreed and emphasized that the Contractor will not be entitled to delay executing the addition or additions for which the consideration has not yet been determined by the Project Manager.
- 45.13. The Contractor shall submit to the Company, each month, details all his claims for payment in respect of additions that were executed by him during the past month and for which in his opinion he is entitled to receive from the Company additional consideration, beyond the agreed consideration. If a demand was not included in the above details, the Contractor shall be deemed to have waived it completely unless he notifies the Company, in writing at the end of the said month, of his intention to submit a demand for payment for this, and this demand will be delivered to the Company no later than the end of the month after the said month.

- 45.14. If and to the extent that the Company gives the Contractor an instruction to execute modifications which reduce the scope of the Contractor's work according to this Agreement, then the consideration according to this Agreement shall be reduced, and this is according to the Engineer's determination and as set forth hereafter. The Engineer will determine the value of the works.
- 45.15. If a dispute arises between the parties as to whether the Company should pay consideration for the additions or a dispute as to the amount of consideration for the additions or whether these additions extend the work period, or if a dispute arises in any other matter concerning modifications or additions, the Engineer shall decide in the matter.
- 45.16. It is hereby clarified that a modifications order which does not expressly determine a time extension to complete the work does not entitle the Contractor to a time extension to complete the work unless the Engineer has approved such an extension.
- 45.17. It is clarified for the avoidance of doubt that if the Contractor is required to make necessary changes due to a defect or flaw in the performance of the work and/or the Contractor's act or omission contrary to the contract, instructions or plans and/or conditions discovered on the Contractor's Site. To conform to any standard or law, these changes will be made by the Contractor without any additional consideration, in accordance with the final and binding decision of the Engineer.

46. Payments

- 46.1. The payment for the provision of the services in accordance with the provisions of this agreement and for the fulfillment of all the contractor's obligations under the agreement will be a total and fixed amount (Fixed-Price Turn-key), as specified in the introduction to this agreement (above and below: "the value" or "the total value").
- 46.2. The consideration will include all the obligations imposed on the contractor for the planning and execution of the project in accordance with the tender documents, without considering planning changes on behalf of the contractor as well as his expenses for the employment of the required personnel, the procurement of the necessary equipment and materials and the execution of the construction of the tanks, during all phases of the project execution.
- 46.3. The contractor will be prevented and silenced from raising any claim, demand and claim that the consideration does not include any component involved in the performance of the necessary works within the project.
- 46.4. Without detracting from the generality of the above, the contractor hereby declares and undertakes that, within the price offer, he has stipulated on his behalf the full obligations included in the agreement, including the distribution of risks and the rights of the company detailed in the agreement documents, all costs of any kind and type of lines directly and/or indirectly in the planning and execution of the project, as well as all the instructions, The requirements and obligations according to the agreement, including the completion of the works, delivery of the project and receipt of a certificate of completion without reservations, as well as the contractor's obligations for inspection and maintenance work.

- 46.5. The Company will pay the Contractor interim payments as the work progresses on account of the amount due to the Contractor in accordance with the last and final bill as set forth hereafter. The Contractor may submit to the Company at the beginning of each calendar month starting from the first month after the actual commencement of the performance of the works cumulative bills in which he will specify the amount of money due to him according to the agreement for the work actually performed according to the agreement up to the end of the previous month of the month in which the bill is submitted, less the previous payments that the Contractor received. The interim payments will constitute advance payments on account of the agreement remuneration. All the interim payments that were paid to the Contractor and any other amount due to the Company from the Contractor by the end of the month in respect to which the bill relates will be deducted from the interim payments, that were determined by the Supervisor, which constitute a cumulative bill from the date of commencement of work until the end of the month to which the bill relates.
- 46.6. Each bill (including the final bill) will first be submitted to the Engineer for approval. The bill must be sent to the Engineer in an Excel file, and in a printed document with the Contractor's logo and submission date,.. The Engineer will be entitled, at his sole discretion, to demand from the Contractor any document and/or explanation and/or report and/or further details required according to the Engineer for the purpose of approving the bill.
- 46.7. After checking the bill and its approval, in whole or in part, the Engineer will approve the bill for payment and this is no later than 25 days (and for the final bill 30 days), after receiving the said bill from the Contractor, and this is provided that the Contractor provided the Engineer with all the details and documents required for approval. For the avoidance of doubt, in the event of a correction to a bill or completion of details and documents the count of days will begin from the date of receipt of the corrected bill account or the details/ documents, as applicable. The approval of interim payments by the Engineer and the payment of these payments do not constitute an approval or consent of the Company to the quality of the work done or to the quality of the materials and their quantity or correctness of any prices on which the interim payments are based.
- 46.8. The Company will pay the Contractor, through the bank's automated clearing system no later than 45 days after the end of the month in which the bill was furnished by the Contractor or the corrected bill, 90% of the payment due to the Contractor in consideration for work done up to the date of the bill, after deducting all previous payments to the Contractor, and this is as partial payment on account of the agreement price.
- 46.9. The balance in the amount of 10% will be delayed by the Company to ensure fulfillment of the Contractor's obligations according to the agreement and it will be paid to the Contractor - half after issuing a certificate of completion for each main stage that will be completed and after receiving as made plans for each main stage. and the other half will be paid at the end of 30 days from the end of the maintenance period as set forth in section 53 hereafter, after the Contractor has fulfilled all of his obligations by virtue of section 48 or after he has furnished to the Company the inspection guarantee as mentioned in section 51 hereafter, unless otherwise expressly stated in the request for proposals(appendix G) and in the agreement . In addition to the aforesaid, the Company

may delay any payment, in whole or in part, that is due according to an approved bill by the Engineer, and this is in order to prevent the Company from a loss or damage due to:

- a. Defective work that has not been repaired.
- b. Claims filed by subcontractors or by others, or the existence of reasonable evidence indicating a likelihood that such claims will be filed.
- c. Reasonable doubt in the opinion of the Company, or in the opinion of the Engineer, regarding the Contractor's ability to continue carrying out the work.
- d. Non-payment or lack of arrangements for payment by the Contractor of levies and taxes of any kind for which the Contractor is responsible.
- e. Failure by the Contractor to perform finishing works, disposal costs of construction waste, materials, tools or equipment.
- f. Error of the Company and/or of the Engineer in checking and/or paying any partial bill (in whole or in part).
- g. Disputes between the parties regarding the performance of works in the framework of other agreements.

46.10. After issuing a certificate of completion for all the works, the Contractor will submit a final bill along with all the necessary documents and that will be required by the Engineer. The Engineer is entitled to demand any clarifications and documents regarding the final bill submitted by the Contractor.

46.11. A receipt without reservation on the part of the Contractor for payment by virtue of a final bill, will constitute the Contractor's confirmation that he has received all the payments due to him for the agreement and he will be prevented afterwards from raising any demand and/or claim and/or lawsuit against the Company.

46.12. The unit prices that appear in the bill of quantities are final prices, which include the execution of the work including all its parts, completely and in full, in accordance with all the provisions of the agreement and all its appendices, and they will not be linked to any index or foreign currency, and no changes, updates, corrections etc. will apply to them. (Including in the event of a change in wages, material prices, transportation expenses, taxes, levies, mandatory payments, etc.), unless it was expressly stated otherwise in the agreement.

46.13. If additional works or modifications in works have been ordered in accordance with this agreement and new prices have been set for them, which are not included in the bills of quantities, these prices will also be final as stated above, unless it was otherwise determined by the Engineer.

46.14. The final bill will include:

- 46.14.1.1. A final bill, in 3 copies, which includes all the final claims of the Contractor in connection with the work.

- 46.14.1.2. Quantity pages for the total work of measuring performed by the Contractor in the format of the bill of quantities of the contract, including measurement pages for work approved by the Engineer, arranged and numbered, with a summary page according to the order of the sections in the bill, in 3 copies. The summary page will include a mark of the quantity pages for each section.
 - 46.14.1.3. A balance of materials that includes a breakdown of the products received by the Contractor from the Company against the quantity of the products invested in the execution of the work and including all the necessary references, in 3 copies.
 - 46.14.1.4. All plans received by the Contractor during the execution of the work, except for another set of plans he requires to summarize the final bill. This system will be returned to the Company upon determining the agreement remuneration as mentioned in this section.
- 46.15. The following amounts will be deducted from the final agreement remuneration paid to the Contractor:
- 46.15.1.1. The interim payments paid to the Contractor.
 - 46.15.1.2. Any advance payment paid to the Contractor if paid.
 - 46.15.1.3. Any other amount paid to the Contractor on account of the agreement remuneration.
 - 46.15.1.4. Any amount due to the Company from the Contractor in accordance with the provisions of this Agreement.
 - 46.15.1.5. Amounts paid by the Company in place of the Contractor in accordance with the provisions of this Agreement. The agreement remuneration, after the deductions as stated above, will be paid to the Contractor when the Contractor furnishes the following items to the Company:
 - 46.15.1.6. A signed statement in the form of Appendix "A" to Part 2 of this Agreement on the elimination of claims and the satisfaction of all his claims (including demands for legal proceedings or arbitration proceedings).
 - 46.15.1.7. Guarantee to ensure the fulfillment of the Contractor's inspection obligations and warranty.
 - 46.15.1.8. Approvals from government, municipal or other authorities that the Contractor is required to obtain according to this agreement.

47. excess payments

This section is in regard to section 46 - If excess payments were paid to the Contractor, he will refund them to the Company within 15 days from the date they were paid. In any event of a delay in the refund of such excess payments as mentioned, for any reason, the refund will bear interest in the amount of the maximum exceptional interest for exceeding a credit limit, as customary at Bank Hapoalim Ltd. from the same date on which the Contractor had to refund the payment to the Company. The provisions in this subsection do not derogate from any right of the Company according to the agreement or according to law to collect the debt in another way and/or to make any claim regarding the rate of damage caused to it due to such delay.

48. Certificate of Completion

- 48.1. After the Engineer was convinced that all the works have been completed for each main stage, finished, and have satisfactorily complied with all the terms of the agreement, after a balance of materials has been submitted and approved, and the planner has approved a final bill, the Engineer will issue a certificate of completion for each main stage separately. An example of a certificate of completion for works is attached and marked as Appendix "D".
- 48.2. When the entire performance of the work has been completed in accordance with the provisions of this agreement and the instructions of the Engineer, the Contractor will notify the Engineer, in writing, and the Engineer will examine the work. For the purpose of examining the work, the Engineer will convene the planners, representatives appointed by the Contractor and any other person that the Engineer deems appropriate, however the Engineer's decision will be final and binding. If, in the opinion of the Engineer, the work was not suitable for examination, he will instruct the Contractor to make the changes and repairs necessary in his opinion and only after their execution the Contractor will be entitled to demand that the work be examined as mentioned above.
- 48.3. If the Engineer found in the examination of the work that the work does not comply with the provisions of the agreement and it is not satisfactory to him, he will submit to the Contractor a report that includes a list of repairs and/or works to be completed (hereinafter - the "**Repairs**") required in his opinion, and the time schedule for completing them, and the Contractor must execute them within the period determined by the Engineer. If the Engineer has completed the repairs - the aforesaid will apply to them from now on, and so on and so forth. For the avoidance of doubt, it is hereby clarified that the period of executing the repairs is included in the work execution period according to the agreement, and no extension will be given to the work execution period due to the need to carry out the repairs or the examination of the work.
- 48.4. A certificate of completion for each main stage will be delivered to the Contractor only after the delivery of an inspection guarantee and the warranty to the Company and after the Contractor has submitted to the Company As Made plans of the completed works as set forth in section 51-52 hereafter, which will be prepared by a qualified surveyor or appropriate Engineer (as applicable) and they will be at a scale and with details identical to the plans delivered to the Contractor and according to which the works were prepared. The plans will be prepared at the expense of the Contractor and an original and three copies will be delivered to the Company.
- 48.5. If the Contractor does not carry out the repairs within the period determined by the Engineer, the Company will be entitled to make the repairs itself, or in any other way it deems appropriate, at the Contractor's expense. The Company will collect these expenses with an additional 15% of them as consideration for general office expenses and financing, by deducting from the agreement remuneration, or in any other way.
- 48.6. Without derogating from the aforesaid, it is the right of the Company and/or any other person on its behalf, to take possession of the work, in whole or in part, and to use it even if the repairs have not yet been made and no certificate of completion has been issued. Even if the Company has done so, this does not derogate from the Contractor's obligation to provide the work for examination and carry out the repairs within the period determined by the Engineer.

- 48.7. The Engineer is entitled but is not required to give a partial certificate of completion which relates to any material part of the works which has been completed and which has satisfactorily complied with all the terms of the agreement, and when such a partial certificate of completion has been issued as mentioned in respect of part of the works, only that part shall be deemed finished.
- 48.8. The Engineer may, but is not obligated to, issue a certificate of completion even before a small and immaterial part of the works has been completed, if he has received from the Contractor a written commitment to complete the works in a manner and on a date that is to the full satisfaction of the Engineer.
- 48.9. For the avoidance of doubt, the fact that the Engineer did not disqualify bad or defective work or defective material for which a certificate of completion or a partial certificate of completion was issued will in no way be construed as if this constitutes their final acceptance and this will not derogate from the Contractor's liability for them.
- 48.10. If the Engineer determined that the work was completed, or a certain part of the work was completed that the Contractor had to complete by a certain time, the Contractor will be required to deliver the work to the Company, or that part of the work, as mentioned, as applicable, and the Contractor is not entitled to delay the delivery of the work or a certain part of the work, due to any demands, claims, and/or lawsuits he has against the Company.
- 48.11. As a condition for releasing the delay pay at the end of the inspection period, the Contractor must clean the Work Site and remove from the Work Site the equipment, temporary structures and the excess materials belonging to him, however if the Company has paid for the materials and/or equipment, the Contractor will do as instructed by the Company at his expense. To avoid any doubt, the cleaning of the Work Site as required by the Contractor upon delivery of the works, will be thorough and complete including cleaning floors, walls, glass and metal parts, removing any stain from any source, and repairing any aesthetic defects in the works (including paint defects, flooring, carpentry, etc.) in such a way that the structure constructed at the works Site will be fit for use without the need for additional cleaning works. Approval for releasing the delay pay will be given in writing by the head of the relevant division.
- 48.12. It is clarified that upon completion of the works, or upon their termination for a period that exceeds 14 days, the Contractor must remove all of his tools from the Work Site within 7 days. Without derogating from the Company's other remedies in this matter, it is agreed by the parties that to the extent that after 7 days have passed from the date of issuance of the certificate of completion, or from the date the works have stopped for a period exceeding 14 days, the Contractor's tools or part of them will remain at the Work Site, the Company will be entitled to deduct from the payment to the Contractor NIS 1,000 for each day of delay up to the amount of NIS 20,000, for using the Company's premises, and this is in addition to all other remedies available to the Company. The Contractor shall not be entitled to make any claim or demand to the Company in this matter.
- 48.13. Furthermore, it is clarified that if the works are stopped for a period that is shorter than 14 days, the Contractor may choose whether to remove his tools or leave them at the Site. It is clarified that in any case, the Contractor will not meet any claim or demand towards the Company in this matter.

49. Warranty for Quality

- 49.1. The Contractor is liable for the excellent quality of all the works, including the works of other parties who acted on behalf of the Contractor, or it was determined that the Contractor will be liable for them.
- 49.2. This liability of the Contractor shall include repair, renovations and renewal of defective work, including expenses involved as well as consequential damage which a reasonable Contractor would have considered as a possible result of defects, flaws or a discrepancy for which the Contractor is liable. The Contractor shall be liable for any defect, flaw and discrepancy resulting from defective work, use of improper or defective materials or equipment, or any other breach of the terms of the Agreement, all according to the final decision of the Supervisor.
- 49.3. The Contractor shall also be liable for any defect, damage or breakdown resulting from a defect, error or omission in the documents, whether attached to the Agreement or not, which according to the provisions of this Agreement the Contractor had to disclose.
- 49.4. This section adds and does not derogate from the Contractor's liability in the inspection period, as set forth in section 50 hereafter.

50. Maintenance and Inspection Period

- 50.1. The Contractor shall continue to be responsible for the works for a maintenance period of 2 years or for another period as determined appendix G or in the Agreement or in the technical specifications (whichever is longer) from the date determined in the certificate of completion issued by virtue of section 48 above as the date the works were completed, and he will repair any defect and breakdown that will appear or be discovered in the works for that same maintenance period to the satisfaction of the Engineer. and without payment of any additional consideration to the contractor on behalf of the company for this.
- 50.2.
- 50.3. Damage, defects, flaws and breakdowns discovered in the works during the inspection period, whatever their origin may be, the Contractor must repair them and/or perform them anew immediately, without paying any additional consideration to the contractor on behalf of the company. all in accordance with what is stated in this section. The Contractor undertakes to make all such necessary repairs, as required by the Engineer and to his satisfaction, provided that such demand is delivered to the Contractor no later than three months from the end of the inspection period relating to the same defect, damage, flaw or breakdown.
- 50.4. The Contractor shall commence the said repairs no later than 15 days from the date of the Company's notice and in accordance with the manners of execution, the method and the time schedule approved by the Engineer. The Engineer's approval according to this section will not release the Contractor from his liability for the quality of the repair. If the Contractor did not present to the Engineer for his approval and according to his demand the plan, the method and the time schedule, the Engineer may determine them at the expense of the Contractor. It is clarified that for performing the repairs the Contractor will be asked to transfer to the Company all the required certificates of insurance.

- 50.5. Without derogating from the aforesaid, making any repair will not release the Contractor from liability for defects and/or malfunctions and breakdowns that will be discovered in the inspection period even if they are discovered once again despite a repair already made by the Contractor and the provisions of the agreement will also apply to this repair.
- 50.6. The price and cost of all such repairs and works and similar works required for this, including equipment, materials and manpower, shall be at the expense of the Contractor.
- 50.7. If the Contractor does not fulfill his obligations regarding the repairs in accordance with the provisions of the agreement, the Company will be entitled to make the repairs itself or by someone on its behalf and the Contractor will fully indemnify the Company and pay it all of its expenses plus an additional 15% as general expenses and financing. The amount of the expenses will be determined by the Engineer.
- 50.8. In the event of more than one certificate of completion issued by the Engineer by virtue of section 48 above, a maintenance period shall be counted separately for each part of the works in respect of which such certificate was issued.
- 50.9. The Company will be entitled to require the Contractor to do the necessary work and repairs in the maintenance and inspection period at any time determined by it. If the Contractor has not made the required repairs all or in part or has refused to make these repairs all or in part, or has refrained from making them immediately at the Company's request then the Company will be entitled to perform the required work by any arrangement it sees fit, and the expenses for performing such work will apply to the Contractor as mentioned above and the Company shall be entitled to deduct these expenses and any damages and/or compensation due to it from the guarantee amount given by the Contractor by virtue of this section, or from the balance of the funds detained, all as applicable.
- 50.10. To ensure the Contractor's compliance with the obligations according to the provisions of this section, the Company will detain 5% (five percent) of the final price of the agreement for a period ending thirty days after the end of the last maintenance period mentioned in sub-section 50.1 above, unless the Contractor provides a linked bank guarantee in lieu of it as mentioned in section 48 hereafter.
- 50.11. If the defects, flaws and breakdowns in the work performed according to the agreement are not repairable, in the opinion of the Engineer, the Contractor will be liable to pay compensation to the Company immediately upon receipt of a demand in an amount to be determined by the Engineer.
- 50.12. Without detracting from what is stated in this section, the contractor will purchase a product liability insurance for each tank for a period of 5 years, from the completion of each tank that will be delivered to the company.
- 50.13.

51. Inspection (maintenance) Guarantee

After 90 days from the completion of the project and/or any main stage, the performance guarantee will be replaced by an inspection guarantee which will remain valid for the entire

inspection period. Alternatively, the contractor could keep the performance bond that will be used as an inspection bond and extend it so that it is valid for the entire inspection period.

The inspection guarantee will be an autonomous bank guarantee at a rate of 5% of the total consideration for the project plus VAT at the rate at the time of signing the agreement according to the same format as the Performance Guarantee that appears in section 6 of the agreement and worded to the Company's satisfaction for the entire maintenance period until the end of thirty days after the end of the maintenance period. The holding or other security for the same amount and for the same period, which will be accepted at the company's discretion.

The provisions regarding the extension of the guarantee if necessary and the law in the event of its non-extension that relates to the Performance Guarantee, will also apply to a guarantee for the maintenance period.

52. As Made Plans

No later than the date a certificate of completion is issued according to section 48 above, the Contractor shall, at his sole expense, submit to the Engineer plans as executed by **AS MADE**, showing the final location and details of all the works executed by the Contractor according to the Agreement. The measurement and plans will be executed and signed by a certified surveyor.

It is clarified that submitting AS MADE plans according under this section is a precondition for the issuance of the certificate of completion.

53. Final Certificate

- 53.1. At the end of the maintenance period of the works if required, after all necessary repairs and defects have been completed and arranged, if any, a certificate (such as the example in Appendix E) will be given by the Company to the Contractor attesting to this only after the Engineer has confirmed in writing that the Contractor has fulfilled all obligations under the agreement.
- 53.2. At the end of the maintenance period, the work will be inspected by the Engineer, in accordance with the provisions of section 49, mutatis mutandis. If the Engineer saw that the Contractor has fulfilled all of his obligations according to this agreement, including making repairs required due to defects discovered in the said inspection of the Engineer, the Engineer shall deliver to the Contractor a certificate of completion stating that the work entrusted to the Contractor has been completed in accordance with the provisions of this agreement and that all the work and/or repairs that were supposed to be carried out during the inspection period were also carried out in accordance with the provisions of the agreement and to the full satisfaction of the manager.
- 53.3. Delivery of a certificate of completion to the Contractor does not release the Contractor from his obligations arising from the agreement and/or according to any law which continue even after the date of delivery of the certificate of completion. An example of a final certificate is attached as Appendix E.

54. Cancellation of the Agreement

- 54.1. Without derogating from the provisions of any law and from the provisions of the agreement, the Company will be entitled to cancel the agreement and/or to immediately terminate the period of the agreement in each of the following cases:
- 54.1.1.1. If it becomes apparent at any time that the Contractor is not performing the works even though 3 days have passed from the date he received written warning from the Company or has stopped performing the works for a period that exceeds 7 days.
 - 54.1.1.2. If a motion has been filed for the liquidation of the Contractor or a motion has been filed to declare the Contractor bankrupt or if liquidation proceedings of the Contractor have been initiated and/or a receivership order has been issued against him and/or the Contractor has made a settlement with his creditors or any other bankruptcy action and/or a lien order was imposed on his business and/or chattels and it was not removed within 21 days from the time of his imposition ("Order" - including any order and temporary remedy).
 - 54.1.1.3. An indictment has been filed against the Contractor and/or against any of its senior managers and/or shareholders and/or a criminal investigation is being conducted against him and/or the Contractor has been convicted of a crime.
 - 54.1.1.4. If the Contractor breaches a material obligation of his according to this Agreement.
 - 54.1.1.5. If the Contractor breaches the agreement by a breach which is not a material breach and he has not repaired the breach after written warning of the Company, and in the time specified in the Company's notice.
 - 54.1.1.6. When the Engineer believes that the pace of work is too slow and the Contractor will not be able to complete all work on the date set, and the Contractor did not comply with the instructions of the Engineer within 15 days of receiving written instructions from the Engineer, and he did not take the measures mentioned in the instructions the purpose of which is to ensure the completion of the work on the date determined in the agreement, or as extended or brought forward according to the provisions of section 42 above.
 - 54.1.1.7. If the Contractor breaches a safety instruction and/or procedure to be determined in accordance with the Company's sole discretion, as a serious safety incident that may endanger and/or cause actual injury to life and/or property.
 - 54.1.1.8. When the Contractor assigned the agreement, in whole or in part, to another, or has employed a subcontractor to perform the work without receiving the Company's written consent.
 - 54.1.1.9. If the Contractor or anyone acting on his behalf or in his name, is involved in an offer, promise, grant, receiving or solicitation for bribery, grant and any benefit, whether directly or indirectly, to an employee of the Company or anyone on its behalf and any other public employee, both in general and in connection with the agreement or anything involved in the performance of the agreement.
- 54.2. Nothing in the provisions of this section shall derogate from or exclude in any form the Company's right to terminate the agreement or cancel it in accordance with any other provision in this agreement in general and in accordance with the provisions of section 39 above in particular.
- 54.3. Without derogating from the aforesaid, it is hereby clarified that in the event of cancellation of an arrangement as mentioned the cancellation will not derogate from any

remedy or right of the Company which will be entitled to sue all the relief, remedies and compensation to which it is entitled by law and agreement.

55. Forfeiture and Removing the Contractor

- 55.1. In each of the above cases and/or if the Contractor transfers his rights regarding the agreement without the written consent of the Company in advance, and/or if an execution action of the Execution Office is performed regarding all or part of his property, or if the Engineer determines in writing that the Contractor did one of the following:
- 55.1.1.1. He has abandoned the Site and/or acts as someone who has abandoned the agreement.
 - 55.1.1.2. He has objected without sufficient reason to commence the works or stopped the progress of the works for 7 days after receiving written instruction from the Engineer to continue.
 - 55.1.1.3. He did not remove materials from the Site or did not destroy or re-perform work within 14 days of receiving a written notice from the Engineer that those materials or work have been disqualified and rejected by the Engineer under these terms.
 - 55.1.1.4. He did not perform the works in accordance with the agreement or regularly neglects to fulfill his obligations arising from the agreement.
 - 55.1.1.5. He delayed performing the works according to the agreed schedule, by a delay of more than 10 working days. It is clarified that in this matter a delay which was caused by the fault of the Company will not be considered.? [sic] (For the avoidance of doubt, all cases in subsections a- e above shall be deemed to be a material breach of the Agreement).
- 55.2. Then the Company may, after giving a written notice of 14 days to the Contractor, seize the Site and the works and remove the Contractor from them, without this releasing the Contractor from any obligation or liability applicable to him by virtue of the agreement, and without prejudice to the rights and powers given to the Company and to the Engineer according to the agreement.
- 55.3. Upon the seizure of the Site and the removal of the Contractor, as stated above, the Company will be entitled to complete the works itself or employ any other Contractor to complete them. The expenses of completing the work as stated will be at the expense of the Contractor and he will bear, in addition to the said expenses, an additional 15% of them as consideration for office expenses and financing. The Company or the other Contractor may use the construction equipment, the temporary structures and the materials which are on the Site and the Company may at any time sell any part of the construction equipment, temporary structures and materials that have not yet been used and to use the proceeds from this sale in order to cover any amounts due or that will be due to the Company from the Contractor according to the agreement.
- 55.4. Within a reasonable time after the seizure of the Site and removal by the Contractor from it by the Company, the Engineer will determine and rule, according to his absolute discretion, and approve what amount (if any) is reasonably due to the Contractor up to the seizure and his removal as mentioned, for work performed up to that time, and what was the value of materials that have not yet been used and of construction equipment and temporary structures at the Site.

- 55.5. For the avoidance of doubt, the Company used its right by virtue of this section to seize the Site and to remove the Contractor from the Site, the Company will not be required to pay to the Contractor any money on account, until the Engineer has checked and verified all the completion and maintenance expenses, damage due to the delay in completion (if any) and all other expenses and damage incurred by the Company.
- 55.6. Upon completion of the performance of the work, the Contractor will be entitled to receive only consideration in the amount equal to amounts (if any) to be approved by the Engineer, after deducting the amount of expenses, damage, losses incurred by the Company as stated above in this section including any damage it incurred.
- 55.7. If the amount of these expenses, damage and losses exceeds the amount due to the Contractor according to the approval of the Engineer as stated, then the Contractor will be required to immediately pay the Company the balance of that amount and it will be considered a debt the Contractor owes the Company, and it will be collected accordingly.
- 55.8. In the event of the removal of the Contractor as stated in this paragraph, the Contractor will not be entitled to remove from the Work Site materials, machinery, equipment, tools supplies and property furnished and/or brought by the Contractor for the purposes of the works, unless he has received the written approval of the Engineer to do so. Furthermore, from the moment he is removed from the Site, the Contractor will not disturb the performance of the works by the others, and he will not be entitled to interfere in their performance.

The provisions of this section add to the rights of the Company according to the agreement and according to the law and do not derogate from them.

- 55.9. The seizure of the Work Site and the removal of the Contractor from it do not in themselves constitute the cancellation of the agreement by the Company, unless an explicit notice has been given by the Company, and in any event the do not release the Contractor from his obligations under this agreement.

56. Observing the Provisions of the Law, Receipt of Licenses and Payment of Fees

- 56.1. In all matters relating to the performance of the work, including with respect to safety at work, the Contractor shall observe all the provisions of any law, including provisions regarding safety rules, giving notices, obtaining licenses, permits, paying taxes and fees, and will be solely responsible for finding out relevant provisions.
- 56.2. The Contractor will handle and do everything necessary, including carrying at his expense payments and providing guarantees, in order to obtain the necessary licenses and approvals to perform the work, from the various authorities, such as the Electric Corporation, the local authority, the Ministry of Labor, Ministry of Transport, Ministry of Transport, National Roads Company, Police Ministry of Communications, Fire Department, Bezeq and others, as well as permits in cases where the Contractor will be responsible for issuing a permit as stated in section 7 above. According to the Engineer's demand, the Contractor will furnish licenses and approvals as mentioned before the commencement of the work, and he will furnish to him, at the demand of the Engineer, any written approval from an authorized authority that the work complies with the requirements of any law and/or to the instructions of that authority.

- 56.3. The Contractor shall be liable, towards the Company, towards the Engineer, towards other Contractors at the Work Site and towards any third party, for a violation of any law by him or by anyone on his behalf. The Contractor will fully indemnify the Company (including expenses and attorney's fees) for any liability that the Company and/or the Engineer will be liable for due to a violation of the provisions of any law by the Contractor or by anyone on his behalf.
- 56.4. Fees paid by the Contractor, as stated above, and whose payment applies by law to the Company, will be returned to the Contractor by the Company.

57. Urgent repair Work

If according to the Engineer there is an urgent need to perform any work and the Contractor was unable or unwilling to immediately perform that same work or repair, then the Company will be entitled to do the above work or repair by its own workers or by other workers, as the Engineer or representative of the Engineer shall see as necessary. If the work or repair done by the Company as mentioned were such that in the opinion of the Engineer the Contractor was required to do them at his expense according to the agreement, then the Contractor shall pay the Company at its request all the expenses and charges incurred by the Company in doing the said work plus 15% for general and administrative expenses. The above provision shall apply provided that the Engineer or the Engineer's Representative (as applicable) notifies the Contractor in writing of any such case as soon as reasonably possible after it has occurred.

This requirement is valid for both the maintenance period and the warranty period.

58. Confidentiality and Conflict of Interests

- 58.1. The Contractor shall maintain the confidentiality of all the Agreement Documents and all information in connection with them and in connection with the works and in connection with the Company, and he agrees not to disclose to others. The Contractor shall not deliver or publish in any way a fact or any details or documents regarding the project or regarding the works or regarding the Company or regarding any of the Company's facilities. The Contractor shall include in his agreement with subcontractors (if any) identical provisions.
- 58.2. The Contractor, including any employee and anyone who acts in his name or on his behalf in the provision of the services in accordance with the provisions of this Contract, undertake to maintain confidentiality and will sign a non- disclosure undertaking attached as Appendix "B" to this contract and which constitutes an integral part hereof.
- 58.3. The Contractor hereby undertakes to sign any person acting on his behalf in accordance with this contract, on a non- disclosure undertaking as stated in Appendix "B". The Contractor shall not be entitled to employ a person, for the purpose of carrying out the provisions of this Contract, unless that person has signed a non- disclosure undertaking.
- 58.4. The Contractor, his managers, employees and those working on his behalf, will not publish or make unnecessary use of this Agreement, of any information, including plans, opinions, conclusions, reports, findings and other information, involved in the provision of the services, or in the process due to the performance of the services or that reached

his knowledge while and/or due to the performance of the services, unless the Contractor receives prior written permission from the Engineer.

- 58.5. Without derogating from the generality of the aforesaid, the Contractor confirms that he has been informed that any confidential information, in whole or in part, in connection with the Company, may be considered “insider information” as defined in the Securities Law, 5728- 1968, the use of which constitutes a violation of this law and that could have criminal implications. The Contractor declares that he is aware of the legal restrictions that apply by virtue of this law to the use such insider information, and he and anyone else on his behalf will not make any use of the confidential information in a manner that violates the provisions of securities law. The Contractor will immediately deliver and without any delay a notice to the Company in any case in which such confidential information is disclosed by him and/or by anyone on his behalf or he has been informed of this.
- 58.6. This obligation of the Contractor will continue to be valid indefinitely even after the termination of this agreement for any reason and it is one of the principles of the agreement.
- 58.7. The Contractor hereby declares and confirms that he is not bound in the present, and he will not, as long as he provides services to the Company according to this contract, enter into an obligation towards a third party that is or may be in a possible conflict of interests with the Company, and sign an undertaking to prevent a conflict of interests as attached as Appendix “B 1” to this contract and which constitutes an integral part thereof.
- 58.8. The Contractor shall in no event act in a conflict of interests with the interests of the Company and he shall not place himself in a situation of a conflict of interests, and he shall immediately notify the Company in any case that a concern or possibility arises of a conflict of interests.
- 58.9. The Contractor undertakes to inform the Company as soon as he becomes aware of the existence of a concern of a possible conflict of interests. The Contractor shall take all reasonable and acceptable measures in the circumstances of the case, and he shall ensure the immediate removal of the conflict of interests in the framework of providing the services according to this agreement, and he shall act in accordance with the Company’s guidelines in this matter.
- 58.10. If the Company finds that a situation has been created of a concern of a conflict of interests between the Contractor and the Company, the Company will be entitled to cancel the agreement within 7 days of the Company giving a written notice to the Contractor, if during this period the Contractor did not remove the concern of a conflict of interests to the full satisfaction of the Company. This does not derogate from the Company’s right to order the immediate termination of employment of the Contractor and/or anyone on his behalf in the services according to this agreement even before the cancellation of the agreement.
- 58.11. In addition to the obligations and prohibitions applicable to the supervising Company by virtue of the law, including the Penal Law, 5737-1977, the Contractor hereby undertakes and declares, as follows:

- 57.11.1 Not to offer and/or not to give and/or request and/or receive, directly or indirectly, for him and/or for a person and/or a transaction and/or the business of another, at any time, including during this agreement and after its termination for any reason, any benefit and/or recommendation and/or decision and/or right and/or money and/or anything of value, whether in the agreement and whether as permitted act or otherwise, in order to directly and/or indirectly influence the performance of the services under this agreement, and/or a decision and/or act and/or omission of the Company or of an officer in the Company and/or an employee of the Company and/or anyone on its behalf and/or any other party, in connection with the process of entering in this agreement and/or any contract and/or order arising therefrom.
- 57.11.2 The Contractor, including anyone who performed services on his behalf under this Agreement, will not represent and/or act on their own and/or on behalf of others, in the particular matter in which the Contractor has engaged and/or those on his behalf in the provisions of the Services according to this Agreement, towards the Company and/or in a proceeding of any type that the Company is party to, unless they have received the prior written approval of the Company for this, and which according to its sole discretion there is no fear of a conflict of interests in this. This undertaking will continue to be indefinitely in effect even after the termination of this agreement for any reason.
- 57.11.3 The Contractor has not solicited and/or has not collaborated, directly and/or indirectly, with an officer of the Company and/or an employee of the Company and/or anyone on its behalf and/or any other party in order to obtain confidential/ secret information related to the process of entering into this agreement and/or any contract and/or order arising therefrom, and he will not do so after the signing of this agreement.
- 57.11.4 The Contractor has not solicited and/or cooperated, directly and/or indirectly, with an officer of the Company and/or an employee of the Company and/or anyone on its behalf and/or any other party for the purpose of determining prices artificially and/or non-competitively, and he will not do so after signing this agreement.
- 57.12 If the Contractor acted in breach of section 56.11 above in the framework of the Company's contractual engagement process and/or any contract and/or order arising therefrom, and/or a reasonable concern arose that the Contractor and/or anyone acting on his behalf acted in breach of section 56.11 above, the Company reserves the right, according to its sole discretion, not to have him participate in the contractual engagement process in respect of which there is a suspicion that such action as mentioned has been taken, and/or in any other procedure (in this section: the "Contractual Engagement Process") and/or not to accept its offer in the contractual engagement process and/or cancel at any time its win in the contractual engagement process and/or cancel at any time the agreement / the order arising from the contractual engagement process.
- 57.13 The provisions of this section shall also apply to anyone employed by the Contractor and/or on his behalf in the performance of this agreement, and the Contractor shall be responsible for the action of any such party as if it was done by the Contractor himself.

59. Security Guidelines for Work at the Company's Facilities

- 59.1. From the date of notification of winning the tender, the Contractor will act quickly to fill out security inspection booklets (attached to this contract) for all the employees who will be employed by him (or by anyone on his behalf, including subcontractors) in the works and to transfer them to the security unit at the Energy Infrastructures Company. The handling process at the security unit will commence upon receipt of the full booklets as required to which the requested accompanying material is attached. If there will be additional financial costs involved in obtaining the security clearances the Contractor will pay them.
- 59.2. The time frame for obtaining security clearances varies from employee to employee and there may be employees who will be cleared very quickly while others will wait a long time for clearance. The Contractor shall not be entitled to additional time to perform the work and to any monetary compensation due to the handling of obtaining the clearances or in any case where his employees will not be cleared (or by anyone on his behalf, including subcontractors).
- 59.3. Therefore, the Contractor must provide a larger list of employees than required to perform the work so that even if he receives clearances for only some of the employees, this will not impair the performance of the work according to the time schedules required by the agreement. If the number of employees approved to perform the work by the Company is less than the number required to perform it at the discretion of the Engineer, and in any other case where it is required to find alternative employees, it is the Contractor's responsibility to find alternative employees who will be approved by the Company to the Engineer's satisfaction.

60. Security Checks and Exceptions

- 60.1. Before commencing the work, the Contractor will ensure that all employees on his behalf receive all the necessary clearances from the Company's security manager, for the purpose of working at the Company's facilities or fuel lines. The decision whether to approve the employees is given to the Company according to its sole discretion, and the Contractor will not have any claim in the matter.
- 60.2. The Company's security unit will handle the process of approving the Contractor's employees.
- 60.3. It is clarified that the Contractor will not have any claim or demand regarding the length of time in which the clearances are received.
- 60.4. The treatment process includes security inspections as customary regarding essential enterprises with security and safety sensitivity and in accordance with the guidelines of the entities that guide the Company.
- 60.5. The employment of employees who are not citizens of the State of Israel will not be permitted in the area of the Company's facilities or at the Work Site without the special clearance of the Company.

- 60.6. It is clarified that the employment of employees with foreign citizenship or another status who are not Israeli citizens requires a special clearance and the Contractor must meet the following conditions:
- 60.6.1. The employees will not be citizens of Arab countries and/or from the territories of Gaza and Judea and Samaria.
 - 60.6.2. Foreign workers (abroad) will be approved as an exception as groups only, they will be provided with close security the full cost of which will apply to the Contractor.
 - 60.6.3. All the employees who are approved as exceptions will have a legal and valid employment/ work permit that includes affiliation with the Contractor directly according to the rules of the Ministry of the Interior.
- 60.7. To the extent that the Company requires that close security will be provided to the employees for the purpose of employing them, the security will be at the Contractor's expense only and in accordance with the pricing to be determined by the Company's security manager, and the Contractor will not have any claim regarding the extent of the security or its price.
- 60.8. Employees with foreign citizenship will be security checked at the entrance and exit.
- 60.9. It is clarified that the terms of entry and exit to the Company's facilities or fuel lines stipulate that the Company's security personnel may conduct a search of the tools, belongings, and vehicles of all of those entering and exiting, and not allow the entry of those refusing this inspection.
- 60.10. It is clarified that a condition for the commencement of the work of a candidate for work in the Company's facilities is the completion of a questionnaire for security screening, which is attached to this contract in its appendices.
- 60.11. Employees who have been approved by the security manager and have been approved to enter the Work Site and/or the facility and/or the terminal, their name will be given to the Contractor through the terminal manager/facility and/or the Engineer/ the Project Manager.
- 60.12. It is clarified that only candidates who have been approved by the security manager and whose name is mentioned in the lists provided to the Contractor will be able to enter the facility.
- 60.13. It will be clarified that a condition for the entry of employees into the area of the facility is their identification by means of an identity card or residence permit in Israel or a valid passport, for employees who are not citizens of the State of Israel.
- 60.13.1. After confirming his entry into the facility, the employee will deposit the certificate with security personnel and in return he will receive a personal identification badge.
 - 60.13.2. The identification badge must be carried during his stay in the facility until the end of the working day.
 - 60.13.3. The areas of the facility may not be exited until after returning the badge and receiving the certificate that was deposited.
- 60.14. Entry of Vehicles

The entry of the Contractor's vehicles into the facility will be permitted only after the vehicle has been registered at the entrance gate. The driver of the vehicle will be considered an employee of the Contractor and his approval process will be accordingly. It is emphasized that a driver who has not received a permit as stated in this section above will not be allowed to enter.

60.15. General Instructions

60.15.1. The Contractor's employees will only be near the places where the work is being carried out. Apart from these places, the Contractor's employees are prohibited from going around the areas of the facility, except with the special permission of the Engineer or the facility manager.

60.15.2. Employees will not be allowed to sleep in the area of the facility during the night.

60.16. An employee who deviates from the safety/ security instructions and/or the rules customary at the terminal will be immediately removed and the Contractor will not be entitled to employ him to perform work for the Company.

61. Evaluation of the Contractor

It is known to the Contractor that the Company conducts regular inspections of its satisfaction with its work with it, and that the results of the inspection may constitute a consideration for its continued work with the Contractor in other projects and in exceptional cases even lead to his suspension from participation in future tenders, subject to all laws and in accordance with the Company's procedures. Nothing in the aforesaid shall derogate from any other right or remedy available to the Company under this Agreement or according to the law.

62. No Employee- Employer Relationship

62.1. It is hereby agreed and stated that in its engagement with the Company in this Agreement, the Contractor acts as an independent contractor. There will be no employee-employer relationship between the Company and the Contractor and/or his employees and/or those on his behalf.

62.2. The Contractor's employees and anyone on his behalf, including subcontractors and their employees, shall be under the sole supervision, control and responsibility of the Contractor. The Contractor alone shall bear all the expenses involved and related to the employment of his employees in the performance of the works under this contract, including payment of wages, social benefits, contributions and other payments as required by any law or agreement.

62.3. The Contractor hereby releases the Company in advance from any liability arising from an employer -employee relationship, whether this Agreement may be construed as meaning that an employee- employer relationship exists between the Company and the Contractor or any of its employees. The Contractor shall indemnify the Company immediately (including attorney's fees and legal expenses) for any payment, damage, expense or loss incurred by the Company in respect of the Contractor's employees, including if and when it is determined that there is an employee -employer relationship

between the Company and the Contractor, an employee of the Contractor's employees and/or anyone on his behalf.

- 62.4. Notwithstanding the aforesaid, it is hereby agreed that if notwithstanding the aforesaid a competent court has determined that an employee- employer relationship existed or exists between the Contractor or his employees and the Company that then, without derogating from the other remedies of the Company in this matter, it is agreed by the parties that the consideration specified in the agreement due to the Contractor will be reduced in an agreed manner by 18% (eighteen percent) [Gidron condition].
- 62.5. The Contractor will have no authority to employ any persons on behalf of the Company, and any person employed by the Contractor will be considered as the Contractor's employee only.
- 62.6. The Contractor shall be liable for damage caused to his employees and/or to any person acting in his name and on his behalf while and/or due to the performance of works in accordance with this contract and in any related activity and he exempts the Company from liability for such damage. The Contractor will indemnify and compensate the Company for any payment, expense, damage or amount which it will pay in respect of damage caused to the Contractor's employees and/or all of those working in his name and on his behalf in performing the works according to this contract as mentioned above. The Company will notify the Contractor of claims and/or demands that will be directed against it for such damage within a reasonable time after they have reached it, and it will allow the Contractor, to the extent that this depends on it, to defend against them provided the Contractor bears all the costs for such proceedings.
- 62.7. Nothing in this Agreement shall be construed as authorizing the Contractor to accept on himself on behalf of the Company or in its name any liability and/or obligation of any kind.

63. Transfer of Rights and Obligations

- 63.1. The Contractor shall not assign and/or transfer and/or pledge to another his rights or obligations in accordance with the provisions of this Agreement, in whole or in part, and he shall not transfer or assign any right or obligation thereunder, unless he has obtained the prior written approval of the Company and all subject to the provisions of this Agreement.
- 63.2. The Contractor may not transfer the execution of the works to another, in whole or in part, except with the express prior written consent of the Engineer. For the avoidance of doubt - the employment of experts by the Contractor in accordance with the provisions of this Agreement shall not be construed as the transfer of the execution of the engineering work to another, provided that their employment will be in accordance with the provisions of this Agreement.
- 63.3. If the Contractor has transferred his rights or obligations under this Agreement (with the Company's approval) or has transferred the execution of the Engineering work to another, in whole or in part, he will remain liable for all the obligations imposed on the Contractor according to this Agreement. The Company reserves the right to employ Engineers, planners, coordinators and any other consultants in all matters relating to the

systems and the project and this is in parallel with the employment of the Contractor, and the Contractor waives any claim or lawsuit against the Company in connection therewith.

- 63.4. The Company may, without the need to obtain the Contractor's consent, assign its rights or obligations according to this Contract, in whole or in part, and written notice thereof shall be given to the Contractor.

64. Employing Subcontractors

- 64.1. The Contractor will not subcontract the execution of the works in their entirety, for any reason without the Company's prior written approval and in any case a subcontractor who was approved by the Company will not transfer the execution of the works in their entirety to another subcontractor.
- 64.2. The Contractor shall not subcontract any part of the work without checking that the subcontractor meets the conditions required for executing the work professionally and legally and without the express prior written consent of the Engineer. The Engineer may give his consent or refuse to give his consent as well as qualify his consent to the employment of a subcontractor under various terms, all according to his absolute discretion, and his decision shall be final and shall bind the Contractor.
- 64.3. The consent of the Engineer to the engagement of a subcontractor and/or the employment of a subcontractor in accordance with such consent shall not release the Contractor from any liability or obligation according to this contract. The Contractor shall be liable for any act, omission and negligence of the subcontractor in any circumstances, including his authorized parties and employees as if they were all the omission or negligence of the Contractor himself, his authorized parties or employees.
- 64.4. Before the Contractor subcontracts a subcontractor, the Contractor shall inform the subcontractor in full and accurately of all the provisions and requirements by virtue of the agreement.
It shall be expressly stipulated in the subcontracting agreement by the Contractor that all work performed, and all materials provided shall be in accordance with all the provisions of this Agreement.
- 64.5. If, in the opinion of the Engineer, the continued engagement of a subcontractor harms and/or may impair the proper execution of the works or may impair their progress and/or may cause the Company a delay in the project or any other delay and/or damage, then even though the Engineer's consent was given to the engagement of that subcontractor, the Engineer may at any time withdraw his consent or restrict that consent.
- 64.6. In such a case, the Contractor shall cease to engage the subcontractor, or limit his actions as required by the Engineer, and the Contractor shall have no claim or lawsuit against the Company in respect of and in connection with the revocation of the consent or its limitation as mentioned above.

65. Waiver of Rights and Amending the Agreement

- 65.1. A waiver, discount, receipt of payment, avoidance from action or granting an extension on the part of either party or anyone acting on its behalf shall not be construed as a waiver of any right of the parties, except where there is an express provision to that effect

in the agreement, and they may exercise their rights, in whole or in part and at any time they deem fit.

65.2. This agreement cannot be modified, except in a written document signed by all parties, and any modification and/or cancellation of a clause in the agreement, will be made only in a written document signed by both parties, except in cases where the Company or anyone on its behalf was given the opportunity to give certain instructions to the Contractor orally.

65.3. The provisions written in this agreement exclusively exhaust everything agreed between the parties, and any negotiations that preceded its signature or that took place at the same time as its signing and/or in representations and/or in commitments and/or in contracts that preceded or were a condition for its signature shall not be considered, and this agreement will replace all previous written or oral contracts between the Company and the Contractor, if any exist.

66. Local Jurisdiction

The parties declare and agree that the exclusive court for all matters related to and arising from the provisions of this agreement, shall be the competent court in Tel Aviv- Jaffa, only.

67. Conflict and Disagreement

No dispute or disagreement between the Company and the Contractor, whether brought before the Court or not, and no legal or other proceedings shall release the Contractor of his obligations according to the Agreement, or to justify any interruption or delay in the performance of the works by the Contractor. The Contractor will carry out the work continuously as long as the Engineer has not ordered otherwise and he will not be entitled to stop the work in part or in full without the Engineer's prior written approval.

68. Addresses of the Parties and Notices

The addresses of the parties for the purpose of this agreement will be as set forth in the introduction.

Any notice sent to any party according to the above addresses by registered mail will be deemed to have reached its destination 72 hours from the time the notice was delivered for dispatch by post. Notwithstanding the aforesaid a notice can also be delivered by hand and/or by delivering it to the parties' address or at their office, and the date of delivery will be the date on which it was delivered.

Notices may also be sent by fax and in this case the delivery date will be set as indicated on the fax delivery confirmation.

And in witness whereof the parties have signed:

The Company

The Contractor

Appendix A

Attn

Energy Infrastructures Ltd. and/or

Oil Products Pipeline Ltd.

Re: Waiver of Lawsuits and/or Claims against Energy Infrastructures and/or Oil Products Pipeline

I the undersigned, on behalf of the _____ Company (hereinafter - the “Contractor”), am authorized to sign on behalf of the Contractor and to bind him under any law, hereby declare as follows:

1. The Contractor does not have any claims and/or demands against Energy Infrastructure Ltd. and/or Oil Products Pipeline Ltd. (collectively - the “Company”) in connection with and/or arising as a result of performing work in accordance with Agreement No. _____.
2. The Contractor hereby waives, by a final and complete waiver, any claim and/or demand against the Company in relation to the above agreement and/or the work performed thereunder, except for completing the payment of the consideration in accordance with the provisions of the agreement.

Date

Name

Signature

Form of Bank Guarantee

[Date]

To: 1. Energy Infrastructures Ltd.
2. Oil Products Pipeline Ltd. (hereinafter: “**You**”)

Re: Guarantee Ref No. _____ (this “**Guarantee**”)

Dear Sirs,

We are instructed by __[*name of Supplier*]__ having registered office at __[*Supplier’s address*]__, __[*Supplier’s jurisdiction*]__ (“**Applicant**”), that said Applicant has entered with You a contract for the supply of certain goods as described therein known as Contract No. _____ (the “**Contract**”), pursuant to a winning bid submitted in Your tender known as Public Tender _____ (the “**Tender**”). The Applicant informs us that according to the terms of the Contract, a guarantee which meets certain conditions must be provided.

That being stated, we, __[*name of bank and branch*]__, a registered bank with offices at __[*address*]__, __[*Supplier’s jurisdiction*]__, hereby irrevocably undertake to pay to You any sum or sums up to the maximum amount of _____ upon receipt of Your first written demand stating merely that the amount claimed is due to You from the Applicant by reason of the Applicant’s obligation arising from or in connection with the Tender or the Contract during the warranty period, provided that our actual payment to You may be made at any time within fifteen (15) days of our receipt of such demand. A complying presentation will require no additional documentation, and may be submitted in hard copy to [*address for presentation or*] our address provided above.

We affirm that we are a banking corporation regulated by the banking authority of __[*Supplier’s jurisdiction*]__, and possess the authorizations and licenses necessary to operate as a bank in such jurisdiction.

This Guarantee shall expire on {*expiry date*} (the “**Expiry Date**”), or upon the actual delivery of all Goods (as that term is defined in the Contract) to Your satisfaction in accordance with the terms of the Contract, as evidenced by an original document issued by You for the purpose of demonstrating the occurrence of such event. The above notwithstanding, You shall have the right to extend the Expiry Date for so long as all Goods (as that term is defined in the Contract) have not been actually delivered to Your satisfaction, for successive 60 day periods, if we receive from You an extension notice substantially similar to Form 1 attached hereto, submitted in hard copy to [*address for presentation or*] our address provided above.

This Guarantee is governed by and subject to the Uniform Rules for Demand Guarantee (URDG), 2010 Revision, ICC Publication No. 758 (the “**URDG**”). The supporting statement under Article 15(a) of the URDG is excluded.

Yours faithfully,

[*printed name, stamp and signature of bank*]

Appendix B

Non – Disclosure Undertaking

1. The Contractor hereby undertakes to maintain complete confidentiality and not disclose to any person or entity, other than those who take part in the performance of the services, any information - managerial, financial, insurance or any other information - that reaches Contractor's personal knowledge or anyone on his behalf regarding the Company or in connection with it, for the duration of the work, whether directly or indirectly; Whether the information came in connection with the performance of the services or whether it came without any connection with the performance of the services (hereinafter: the "Information").
2. The Contractor hereby undertakes not to provide any details about the performance of the services, their content or scope to a person or entity that was not authorized in advance and in writing to receive these details by the Company manager.
3. The Contractor hereby undertakes not to make any use of the information whether by himself or through others except for the purpose of performing the services.
4. The Contractor hereby undertakes to carefully keep the information and to take all necessary precautions to prevent it from reaching another person. In doing so, the Contractor undertakes to restrict access to the information only to those who take part in the performance of the services on his behalf.
5. The Contractor hereby undertakes to bring the contents of this undertaking to the knowledge of each of the persons who will engage in the performance of the services on his behalf and to sign each of them on a personal undertaking to fulfill the Contractor's obligations, as set forth above and to immediately furnish a copy of the signed undertaking to the Company. The Contractor will not employ a person to perform the services unless he has signed a personal non- disclosure undertaking in the above wording and the document of undertaking has been submitted to the Company.

Sincerely,

Appendix B'1

Undertaking to Avoid a Conflict of Interests

1. The Contractor declares that as of the date of entering into this Agreement, he does not know of any legal impediment that may interfere with the performance of the contract, and that he is not directly and indirectly connected and/or involved in any other matter that concerns a conflict of interests in relation to his obligations by virtue of this contract.
2. The Contractor undertakes to refrain during the entire period of this agreement from taking part in and/or being involved in any transaction and/or other matter that contains and/or that may create a situation of a conflict of interests with this agreement.
3. The Contractor undertakes to inform the Company, as soon as he becomes aware, of any concern of a conflict of interests.
4. The Contractor declares that he is aware of his responsibility to act in good faith towards the Company in all his actions in connection with this Agreement, and that any recommendation and advice will be given solely for considerations of the Company's benefit and not for considerations of profit or other considerations.
5. In any case of a dispute between the parties, whether in a particular matter there is any concern of a conflict of interests, the Company's opinion will decide this matter.

Date

Signature

Appendix C

“Balance of Materials” Form of Contract no.

Serial no.	Catalog no.	Item description	Unit of measurement	Quantity issued by the Company	Quantity supplied by the Contractor	Quantity approved in the account (AS MADE)	Returns to the warehouse	Balance (credit/debit)	Comments

1. **Are there any deficiencies / balances in the project: yes / no**
2. **If the answer to section 1 above is yes, the reasons for the deficiencies / balances and the manner of dealing with them must be indicated:**

Project Manager: _____ **Date:** _____ **Signature** _____

Warehouse Manager: _____ **Date:** _____ **Signature** _____

Relevant Division Head: _____ **Date:** _____ **Signature** _____

Authorizing an exception:

Procurement and Contracting Department Manager (up to NIS 10 thousand) Date:
Signature: _____

Head of Finance Division (over NIS 10 thousand) Date: _____ **Signature:**

Appendix D

Certificate of Completion of Works

Contract no.: _____

Description of the main stage that was completed:

Name of the contract: _____

Name of the site: _____

Name of the contractor: _____

There is / is not a need for a balance of materials:

Date of commencement of the work (in accordance with the work commencement order):

Contractual time schedule: _____

Finish date (must be accurately specified): _____

Early / late _____ days. Reasons for the delay, if any _____

Has a balance of materials been executed - yes / no (delete the irrelevant)

Confirm the findings of the balance of materials in accordance with the attached balance document.

Name of warehouse manager: _____ Signature: _____ Date: _____

I, the undersigned, confirm that the work was performed in accordance with the requirements of the contract, except for the defects set forth below.

Comments /Defects: _____

Time schedule: Early _____ days

Late _____ days

Name of supervisor: _____ Signature: _____ Date: _____

Name of planner: _____ Signature: _____ Date: _____

Name of project manager: _____ Signature: _____ Date: _____

Name of terminal manager: _____ Signature: _____ Date: _____

Name of the contractor: _____ Signature: _____ Date: _____

Distribution: Contractor - Source, Supervisor, Project Manager, Planner, Warehouse Manager,
Contract file, will be attached to the final bill _____

Approval of the Head of the Engineering Department

Appendix E

“Certificate of Completion” for Contract no. _____

1. Contract no. _____

2. Name of the contract _____

3. Name of the contractor _____

4. Date of the certificate of completion

5. Date of the tour _____

6. The works pertaining to this contract have been carried out and completed in full: yes / no
If not, please specify in the next section.

7. Defects and the required repairs:

8. Approvals and comments:

In my signature below I confirm that there is no impediment to releasing the quality guarantee:

Name of the Project Manager _____ Signature: _____ Date: _____

Name of the facility manager / pipelines unit manager _____ Signature: _____ Date: _____

Division Manager: _____ Signature: _____ Date: _____

Distribution: Contractor, Project Manager, Contract File, Procurement and Contracting Manager, will be attached to the final bill

Appendix f

Foreman Appointment Form

Attn

Energy Infrastructure Ltd.

Re: Project Foreman/Maintenance Contractor (delete the irrelevant) (Contract No. _____)

We hereby inform you that by virtue of our obligation according to the contract between us and in light of our definition as a main contractor in the project / as a maintenance contractor (delete the unnecessary), we appointed Mr. _____ ID no. _____ as the foreman of the project/ of the maintenance work (delete the unnecessary).

We certify that the foreman is qualified in terms of his training and experience to perform the job, that he does not serve as a foreman in another project carried out concurrently with your project and he also fulfills what is required in accordance with the relevant law and regulations. The aforementioned foreman will serve in this position throughout the entire project and we will not replace him except with the prior written approval from your Company. We further confirm that we have notified of the identity of the foreman and other details required to the regional labor supervisor as required in the regulations.

The Contractor

I confirm that I have been appointed as foreman in the project mentioned above, I do not serve as a foreman in another project that is being carried out concurrently with your project and I also have the required certification for this (attached is a certificate attesting to my certification).

Foreman's Name and Signature

Appendix G

Invitation to bid and clarification