

Terms of Use – Termokir Website

[Last Updated: July 21, 2025]

1. Introduction and Agreement to the Terms of Use

Welcome to the Termokir Website available at <https://termokir.co.il> (the “Website”).

This Website is owned and operated by Termokir Industries (1980) Ltd. (the “Company” and/or “We”. The terms of use detailed below (the “**Terms of Use**” and/or the “**Terms**”) govern and determine the manner of use of the Website and the Services offered within the website as defined below.

These Terms of Use, as well as the Privacy Policy available at <https://termokir.co.il/Privacy> and any additional terms that may be displayed on the Website, are part of these Terms of Use, and constitute a binding and agreeable legal agreement between the Users of the Website (“User(s)” or “You”) and the Company and, therefore, upon each entry, access or use of the Website, the User acknowledges that it has read, read, understood and agrees to the Terms of Use as updated from time to time by the Company, without any limitation or reservation. A User who does not agree to the Terms, all or some of them, may not make any use of the Website and/or the Services. Therefore, it is recommended that you carefully and carefully read these terms of use, before browsing the Website and/or using it.

The Terms of Use are written in the masculine form for convenience only, and they apply equally to all genders. Any reference in these Terms of Use in the singular form shall be deemed to include the plural as well.

2. Amendment and/or Modification of the Terms of Use

The Company reserves the right to amend or modify from time to time the Terms, all or some of them, as appropriate and subject to the Company's sole discretion. Except as required by law, the Company does not undertake to provide notice of the change of conditions, prior and/or retrospectively. If such changes and/or amendments are made, these will take effect immediately upon presentation of the updated Terms of Use on the Website. The date of the last modification will be reflected under the heading “Last Updated”. Continued use of the Website and/or the Services after the updated Terms of Use have been presented constitutes the User's consent to the changes and/or amendments made. Therefore, it is recommended to review the terms from time to time. If the Company makes changes that, at its sole discretion, may materially affect the User's rights, the Company will take reasonable measures to provide notice of such changes on the Website and/or through other means.

3. The Website and Services Offered Therein

The Website is intended to provide the User with information about the variety of innovative products and solutions developed by the Company in the field of construction. As part of the Website, various Services are offered, including, among others: information regarding technical specifications, professional application guidelines, access to the Digital Advisor (the “**Digital Advisor**”), information about points of sale that market the Company's products (the “**Businesses**”), as well as information about various promotional offers, including discounts and/or benefits for different products (the “**Benefits**”). In addition, the

Website includes other content such as articles, features, images, videos, and the like (the **“Content”**). The Website also allows the User to contact the Company using contact information and online forms for the purpose of obtaining additional information, directing requests and inquiries, as well as for registering to receive advertising and/or professional mailings on behalf of the Company. For the purposes of these Terms of Use, the term **“Services”** shall include the Digital Advisor, the Businesses, the Benefits, the Content and any information displayed on the Website.

The Company takes reasonable measures to update the Contents from time to time at its discretion and endeavors to include current and correct information. However, there may be errors in the Content or that Content may be displayed that is incomplete or current. The images of the products and/or Services posted on the Website are for illustrative purposes only so there may be differences between the image and the actual product or service. Some of the information also originates from third parties, and the Company bears no responsibility regarding this information and/or its accuracy and/or the extent to which it is correct. The Company shall not be liable for any such inaccuracies and/or errors and/or discrepancies.

The information presented on the Website is for general and informational purposes only, without any representation or obligation on the part of the Company. The User acknowledges and agrees that any reliance on the information presented on the Website is made at their own discretion and sole responsibility.

3.1. Points of Sale

It should be clarified that all information contained on the Website regarding points of sale of the Company's products is presented for convenience purposes only **and does not constitute a recommendation and/or opinion and/or an offer and/or encouragement and/or solicitation for purchase at** these points. The points of sale are independent businesses that are not owned, controlled or under the responsibility of the Company. The information presented about the Businesses and all data relating to them (including their name and address) are as transmitted by the Businesses and under their sole responsibility and the Company does not undertake to verify the information. Also, the Company does not warrant that the Businesses will offer the Company's products for sale at any time and the User will not have any claim against the Company and/or anyone on its behalf in relation to said Businesses.

3.2. The Digital Advisor

The Website offers a Digital Advisor service designed to help tailor solutions for specific projects according to the needs and information provided by the User. It should be clarified that the use of the Digital Advisor is not a substitute for professional advice by a qualified professional, and that the recommendations obtained within the framework of this service are based solely on the information entered by the User. The Company is not responsible for the accuracy, completeness or suitability of the recommendations received from the Digital Advisor, and any reliance on these recommendations is made at the sole responsibility of the User.

3.3. Benefits and Promotions

Any benefits or promotions displayed on the website shall be subject to Accompanying Terms and Conditions specified in the relevant publications, including the manner of their redemption and their validity period. The Accompanying Terms shall apply alongside the General Terms of Use and, in the event of a conflict, the conditions attached to the specific benefit or promotion shall prevail.

Subject to the provisions of the law, the Company may remove the benefits and/or promotions and/or Services and/or Content displayed on the Website at any time, without prior notice and in its sole discretion. Use of the Website constitutes a waiver of any claim

against the Company for a benefit that has been cancelled and/or which cannot be exercised for any reason.

4. User Obligations and Usage Restrictions

The User undertakes to use the Website in accordance with the provisions of these Terms of Use and the provisions of the applicable law. The User hereby declares and undertakes upon entering the Website that they will refrain from any harm to the Company and/or its representatives and/or the Businesses and/or any third parties through the use of the Website. The very entry to and use of the Website and the User's activity indicate the User's consent and commitment to act or refrain from acting as follows:

- The right to use the Website and the Content is for the User's personal and private use only. No commercial use shall be made of the Website and/or the Content and/or any for profit and the User may not copy, distribute or copy any part of the Website and/or the Contents and/or use, modify or incorporate the Website and/or the Contents into another Website, or create derivative works, perform re-engineering, and/or perform any action in connection with the code of the Website. It is clarified that any information published on the Website should not be used for its presentation on the Internet and/or any other service, without obtaining the consent of the Company to do so in writing and subject to the aforementioned consent conditions, if and to the extent provided.
- Make use of the Website and/or the Content for any unlawful, unauthorized and/or immoral purpose.
- Linking to the Website and/or using the Website to upload, download, distribute, publish, or broadcast (a) any information or material that infringes or promotes infringement of any rights, including intellectual property rights, privacy rights, and/or any other proprietary rights; (b) any information or material prohibited from publication or use due to its threatening, harmful, insulting, defamatory, slanderous, racist, or otherwise inappropriate content; (c) any information or material containing viruses or other software that may harm the computer systems of the Company and/or any third parties, or that may limit or prevent others from using the Website; or (d) any information or material containing advertisements of any kind without prior written authorization from the Company.
- The User undertakes not to bypass, disable, or interfere with the security features of the Website and its proper operation, as well as make any changes and/or intervene in any way in the source code of the Website and/or its Content, not to upload any software and/or applications that may harm or cause damage to the Company and/or any third parties, and/or to perform any action that creates or may create an excessive and unreasonable load on the Website's infrastructure.
- The User undertakes not to collect information, including personal information and/or other details from the Website, whether by electronic means or otherwise, through hacking and/or mining, including for unauthorized mailing purposes and/or using electronic intrusion tools or any means, including scripts.

Without prejudice to any other rights of the Company, in cases where, at the Company's sole discretion, the User's use of the Website violates or may violate the provisions of these Terms and/or any law, the Company shall be entitled to monitor the User's activity on the Website, prevent the User from accessing the Website, or disclose the User's behavior patterns on the Website to third parties whom the Company reasonably believes have been harmed by the User's infringing activity, as well as take any other action the Company deems appropriate to protect its property and/or its rights and/or the rights of third parties.

5. Intellectual Property and Copyright

The Website and the Contents, including any design, trademarks or trade names, logos, images, content and software contained therein, and all intellectual property rights in relation to the foregoing are owned by the Company or third parties who have granted the Company a license for use and are presented for the User's personal and non-commercial use only and subject to the provisions of the Terms. The User may not remove and/or delete any copyright notice on the Website and/or any sign indicating such rights.

6. Links to Third-Party Websites and Commercial Publications

As part of the use of the Website, it may include links and references to websites operated by third parties ("Links"). These Links are provided solely for the User's convenience. It is clarified that the use of the Links, including the services offered through them and/or the content provided therein, as well as any other action you take on or in connection with them, is subject to the terms of use of those linked websites and is your sole responsibility and that of the owners of the linked websites. No claim and/or demand shall be made against the Company and/or its representatives for any direct and/or indirect loss, damage, or harm arising from the use of these linked websites. The inclusion of links to other websites does not imply endorsement of the content of those websites or any other relationship with those websites or their operators. The Company does not guarantee the functionality of the links. The Company may, at its sole discretion, remove any Link from the Website and/or add additional Links.

7. Website Availability and Changes

The Company reserves the right to amend and/or update and/or make any changes and/or corrections to the Website and/or the Content and/or Services and to discontinue the activities of the Website and/or Services and/or Benefits and/or any part thereof, temporarily or permanently, at any time, in its sole discretion and without prior notice. The Company does not guarantee that the Website and the Services will be available at all times and shall bear no responsibility towards the User and/or any third party for any change, suspension, or discontinuation of the Website and Services, including any damage that may result from the use of or inability to use the Website and Services due to unavailability, for any reason whatsoever.

8. Limitation and Exclusion of Liability

Except as explicitly stated in these Terms of Use, the Website and the Services, including the Content and Benefits, are provided "AS IS" and on an "AS-AVAILABLE" basis, without any warranty of any kind, whether express or implied, including, without limitation, representations, warranties, or fitness for a particular purpose. The User agrees and acknowledges that the use of the Website, the Services, the Content, and the Benefits is at their sole responsibility. The Company shall bear no responsibility or liability for any disruption, error, or omission in the Website's content.

The Company shall not be liable for any direct, indirect, consequential, or incidental damages arising from access to or use of the Website, or from any prevention of access to or use of the Website, whether under contract or tort claims. The Company is not responsible for any damage, including those caused by "viruses" or any type of software applications,

to the User's computer equipment or any other property of the User, resulting from accessing, browsing, or using the Website, including downloading information from the Website and/or repairs to any malfunctions.

The Company does not guarantee that the Website will be available at all times or that its operation and/or integrity will not be disrupted or that it will function without interruptions, errors, malfunctions, or failures. The Company shall not be liable for the aforementioned disruptions, nor for any mismatches in the quality, nature, or scope of the information (including the means of transmission), nor for any direct, indirect, consequential, or other loss, damage, or harm caused to the User or any third party in connection with such disruptions and/or the discontinuation of certain services on the Website, for any reason whatsoever.

To the fullest extent permitted by law, the Company, including its representatives, employees, officers, shareholders, and agents, shall not be liable for any damages whatsoever, whether direct and/or indirect, special, punitive, incidental, or consequential (including, without limitation, damage to reputation, profits, data, or business, and emotional distress), under any legal theory (including contractual, tortious, or otherwise), arising out of or in connection with the User's and/or any third party's use of, reliance on, or inability to use the Website, the Services, the Content, and the Benefits, whether or not the Company was aware or should have been aware of the possibility of such damages.

9. Indemnification

The User undertakes to indemnify and/or hold harmless the Company, its officers, employees, representatives, shareholders, and all agents acting on its behalf from and against any claim and/or damage and/or injury and/or loss and/or expense of any kind or nature arising out of or relating to the User's breach of these Terms and/or any legal provisions.

10. Privacy Policy

The Company respects the privacy of its Users and their rights concerning their personal information. The Company's Privacy Policy, available at: <https://termokir.co.il/Privacy> describes the Personal Information collected by the Company as part of accessing and using the Website and Services, as well as the manner in which it is used and the User's rights. The Privacy Policy is an integral part of the Terms of Use.

11. Miscellaneous

- The Company reserves the right, at its sole discretion, to deny access to this Website or any part thereof to any User.
- The Company may assign its rights under these Terms of Use to any third party as it deems appropriate, without any obligation to publish notice of such assignment on the Website.
- The User agrees that the transmission of information to or from the Website does not create any relationship or connection between the User and the Company beyond those specified in the Terms of Use.
- All activities on this Website and any legal claims arising from the use of the Website, including the validity and interpretation of the Terms of Use, shall be governed

exclusively by Israeli law, and the exclusive jurisdiction for any dispute relating to this Website, its content, and its use shall be vested in the competent courts in Tel Aviv.

- Any section heading or other heading in these Terms is provided for convenience only and does not define or interpret any provision or clause contained in these Terms. If it is determined that any part of the Terms of Use is invalid or unenforceable, the invalid or unenforceable provisions shall be deemed replaced by valid and enforceable provisions whose content most closely approximates the intent of the original provisions, and all other provisions of the Terms of Use shall remain in full force and effect.