

TERMS & CONDITIONS

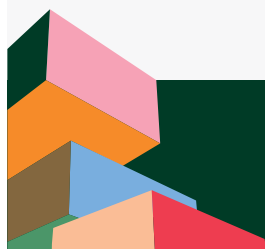
“EXTENDED INSPECTION PERIOD”

1. General

1.1. Definitions:

- 1.1.1. **“The Digital Means”** - as defined in §3.1.1 of these Terms and Conditions.
- 1.1.2. **“The Apartment”** - the apartment purchased by the buyer in the project, in accordance with the sales agreement.
- 1.1.3. **“The Benefit”** - as defined in §2.1 of these Terms and Conditions.
- 1.1.4. **“The Company”** or **“The Selling Company”** - the selling company/companies in each of the eligible projects, as applicable. Whenever “the Company” or “the Selling Company” is mentioned in these Terms and Conditions, it should be read as referring solely to the selling company for the relevant project.
- 1.1.5. **“Sales Agreement”** - a detailed, signed sales agreement between the buyer and the selling company in one of the eligible projects.
- 1.1.6. **“The Supplier”** - as defined in §4.10 of these terms and conditions.
- 1.1.7. **“The Project”** - the specific project, out of the eligible projects, for which the sales agreement was signed.
- 1.1.8. **“Eligible Projects”** - as defined in §1.3 of these Terms and Conditions.
- 1.1.9. **“Buyer”** - the person who has signed a detailed, binding sales agreement in any of the eligible projects, whether prior or subsequent to the publication of these Terms and Conditions.
- 1.1.10. **“Terms & Conditions of the Digital Means”** - as defined in §3.1.3 of these Terms and Conditions.
- 1.1.11. **“Warranty Certificate”** - as defined in §4.10 of these Terms and Conditions.
- 1.1.12. **“The Extended Inspection Period”** - as defined in §2.2 of these Terms and Conditions.

- 1.2. The conditions specified in these terms and conditions will apply in relation to the Benefit, as defined below.
- 1.3. The Benefit applies solely in relation to those residential apartments included in the projects listed in the project list in Appendix A to these Terms and Conditions, as will be updated periodically in these Terms and Conditions (hereinafter: **“Eligible Projects”**).
- 1.4. It is hereby clarified that, to the extent that the Benefit, as defined in §2 below, is detailed in the Sales Agreement, only the provisions of the Sales Agreement will be binding upon the Selling Company and the provisions of these Terms and Conditions will not be applicable.



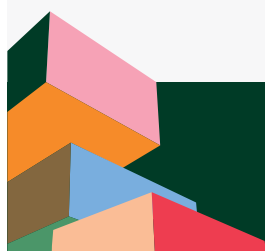
1.5. Tidhar Group Ltd. will be entitled, at its sole discretion, to cancel the Benefit, in whole or in part, with regard to the apartments in the Eligible Projects that have not yet been sold.

2. The Benefit

2.1. Subject to the conditions specified in these Terms and Conditions - and notwithstanding the provisions of the Israeli Sales (Apartments) Law, 5733-1973 (including the addendum thereto), as amended at the time of publication of these Terms and Conditions [hereinafter: "**the Sales (Apartments) Law**"] - the Buyer will be entitled to the Benefit, under which the "inspection period" stipulated in the Sales (Apartments) Law will be extended and the "warranty period" will be **replaced and changed** to an "inspection period" as defined in the Sales (Apartments) Law, in such a way that an overall and final inspection period of 10 (ten) years will apply, commencing at the hand over of the purchased Apartment to the Buyer, superseding and replacing the "inspection period" and "warranty period" as stipulated in the Sales (Apartments) Law, all solely in relation to work and/or items and/or components listed in §2.2 of these Terms and Conditions (as used herein: "**the Benefit**").

2.2. The Benefit will be given solely in relation to the work/items/components detailed below:

Work/Item/Component	Details	Notes
Apartment Electrical Grid	Outlets, lighting sockets, electrical switchboard, smoke detector.	Smoke detector - does not include battery replacement.
Sanitaryware - Faucets, Toilets & Sinks	Faucet (providing it has not been removed / removed and reinstalled).	Does not include descaling or repair of damage caused by limestone residue and/or rust and/or improper cleaning.
	Sink, bathtub, toilet, shower enclosures.	Faucet - providing it has not been removed / removed and reinstalled.
	Toilet cisterns - seals, flush buttons.	
Cracks in Interior Walls		<p>Does not include holes in the walls caused by any act/omission/actions of the Buyer and/or anyone on its behalf (including as a result of hanging pictures / putting up shelves / using screws, etc.).</p> <p>Repair of cracks during the Extended Inspection Period (that is, beyond the period stipulated in the Sales [Apartments] Law) will be carried out in the form of 2 repair procedures that will be provided collectively to the relevant building residents, in which repairs will be performed on the specific apartment walls where cracks are located (and not to the entire room).</p> <p>Insofar as the wall on which the above repair is carried out is painted in a color other than the original color provided by the company, the painting of the wall by the company at the conclusion of the repair will be performed subject to the Buyer providing paint in the relevant color no later than the day on which the crack repair is completed.</p>



Acoustic Insulation	Deficiencies in system functioning.	
Thermal Insulation	Deficiencies in system functioning.	
Flooring	Detachment, floor rising of subsiding	Does not include breakages and/or cracks and/or scratches.
Aluminum Window Frames	Locks, rollers, brush seals, frame detachment.	Does not include electric motors, breakages, glass, scratched aluminum, or scratched windows.
Doors	Interior doors - door orientations, handle, lock, door swelling.	Does not include scratches and/or breakages.
	Safe room door - orientation, lock, rubber seals.	Does not include scratches and/or breakages.
	Front door - door orientation, lock, bolt, sill.	Does not include scratches and/or breakages.
Safe Room Window	Locks, rollers, brush seals, misaligned frame, window orientation, rubber seals.	Does not include scratches and/or breakages.
Plumbing	Water system, sewage system, and sprinkler system.	
Sealing of Exterior Walls (Apartment)	Infiltration of water from outside into the apartment, via stone or via aluminum window frames. Roofs of apartments on the top floor (insofar as the purchased apartment is in the top floor).	
Cladding of Exterior Walls (Apartment)	Stone and plaster of the apartment walls and balcony - stone cracking/breaking/erosion.	

(hereinafter: "the Extended Inspection Period")

For example, in the case of "flooring": the Sales (Apartments) Law, there provides an "inspection period" of two years for flooring defects, including subsidence and erosion, and an additional "warranty period" of three years for these defects. Subject to these Terms and Conditions, the Buyer will be granted an extension of the aforementioned periods in this example, in such a way that it applies both **instead of and beyond** the aforementioned inspection and warranty periods (a total of 5 years), with a final inspection period of 10 years (without an additional warranty period being applied afterward), and this only in relation to "detachment, bumps, and subsidence defects" (not including breakages and/or cracks and/or scratches), subject to the provisions of these Terms and Conditions below.

2.3. It is hereby clarified that the Benefit (as detailed in §2.2 above) will not apply in relation to any other matter, including any incompatibility and/or work and/or component and/or item that is not shown in the above table, including any other work/components/items detailed in §(1)-(10) of the Addendum to the Sales (Apartments) Law, **including** (but not limited to) the items/work/components listed below in this section, including in relation to the details given in the "Notes" column of the table, and that the inspection period and warranty period in relation to all of the above will be left unchanged in accordance with and under the mandatory provisions of the Sales (Apartments) Law, in such a way that no change will be made and no extension will apply to them:



- 2.3.12.1. Kitchen (all components) and countertops;
- 2.3.12.2. Electric water heater;
- 2.3.12.3. Bathroom cabinet;
- 2.3.12.4. Intercom;
- 2.3.12.5. Grout;
- 2.3.12.6. Air conditioning;
- 2.3.12.7. Vents;
- 2.3.12.8. Public areas / common property;
- 2.3.12.9. Scratches and/or breaks in components / items / windows / aluminum window frames / doors / countertops / cabinets, etc.

3. **Benefit Eligibility Conditions**

3.1. Eligibility for the Benefit is subject to all the following conditions:

- 3.1.1. Tidhar Group Ltd. notifies its customers / potential customers that it is working on developing digital means, including a designated Tidhar Group Ltd. software application, which, upon their launch, will be used by the Company and the Buyer in the Company's day-to-day interactions with the Buyer, in whole or in part, in accordance with the sole discretion of Tidhar Group Ltd., including in relation to the Sales Agreement (including in relation to notifications as well as in relation to the repair of incompatibilities/defects in the apartment, subject to the provisions of these Terms and Conditions) (as used herein: the "**Digital Means**").
- 3.1.2. After the Company has issued this notification regarding the launch of the Digital Means (and/or any one of them), Tidhar Group Ltd. or the Company will give personal notification regarding the launch only the.
- 3.1.3. In light of the intention of Tidhar Group Ltd. and/or the Company to manage the inspection and warranty activities through the Digital Means, the application of the Benefit under these Terms and Conditions is conditional upon the Buyer making use of the Digital Means in such a way that, immediately after the Company notifies the Buyer of their launch, Buyer will register and create a user account for the aforementioned Digital Means, including downloading/installing the application as mentioned above, and will also make use of the Digital Means in order to interact with the Company in relation to the Sales Agreement, in whole or in part, at the discretion of the Company, including interacting with the Company and/or Tidhar Group Ltd. and/or the construction contractor with regard to incompatibilities/defects at all points and throughout the entire inspection and warranty periods, as afforded by the Sales (Apartments) Law, and throughout the entire Extended Inspection Period as specified in these terms and conditions (hereinafter: "**Terms & Conditions of the Digital Methods**").
- 3.1.4. In the event that the Buyer, at its sole discretion, chooses not to register and create a user account through the Digital Means, including opting not to download the aforementioned application, and not to use them in accordance with the provisions of §3.1.3 above, the foregoing will not constitute any violation on the part of the Buyer and the Buyer will not make any claim and/or demand to the Company and/or Tidhar Group Ltd. and/or the construction contractor, but there will be no eligibility for the Benefit and/or the provisions of these Terms and Conditions, and no extension to the inspection and warranty period will apply, in such a way that the inspection period and the warranty period will remain without change in accordance with and under the mandatory provisions of the Sales (Apartments) Law, and no change will apply and no extension will apply in relation thereto, and the provisions of the inspection and warranty



clauses in the Sales Agreement will be read without any reference and/or application to the extension of the inspection period and/or the conversion of the warranty period to an inspection period and/or to the Extended Inspection Period.

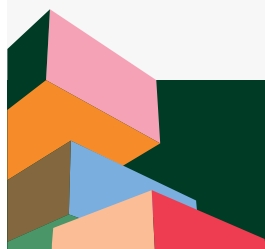
4. Benefit Conditions

- 4.1. The Company will not be responsible for any work performed in the Apartment, at any time, by the Buyer or anyone acting on his behalf, and such work will be the full responsibility of the Buyer.
- 4.2. During the inspection and warranty periods, within the meaning of those terms in the Sales (Apartments) Law (including the Extended Inspection Period as detailed in these terms and conditions), the Buyer may not perform any changes and/or actions that may affect the integrity and/or proper functioning of the Apartment and/or any item and/or accessory installed therein. The Company will not be responsible for and will not be obliged to remedy defects caused and/or aggravated as a result of work performed by the Buyer other than through the Company and/or from materials (including unsuitable materials) purchased directly by the Buyer and/or from lack of proper maintenance and/or from negligent maintenance and/or unreasonable and/or imprudent use and/or due to any act and/or negligence by the Buyer or anyone acting on his behalf and/or due to non-use of the Apartment. During the aforementioned inspection and warranty periods (including the Extended Inspection Period as detailed in these terms and conditions), the Buyer undertakes not to use any tools and materials that may be delivered to him for safekeeping, insofar as they are delivered, except with the prior written approval of the Company.
- 4.3. The Buyer undertakes to permit the employees and/or representatives of the Company and/or the contractor and/or contractors acting on behalf of the Company to visit the Apartment in order to inspect the alleged defects, following a report made by the Buyer and/or buyers of other apartments in the building and/or project, and in order to repair everything that requires repair, including inspection and/or repair of defects in other areas of the building and/or apartments that require access to the Apartment in order to perform the inspection and/or repair. Wherever possible, such visits will be arranged in advance. The Buyer acknowledges that it is aware that the infrastructure serving the other apartments in the building, in whole or in part, may require access from the Apartment and/or its annexed areas, and therefore undertakes to permit access as stated in this section.

If the Buyer does not permit the inspection of the aforementioned claimed defects or does not permit the repair of the aforementioned defects, in whole or in part, at the time determined by the Company, the Company will no longer be obliged to repair any defects in the Apartment, and the Company will consider the Buyer to have waived any claim and/or suit against the Company, and that the Company has been released from any obligation or responsibility in relation to the defects, all without prejudice to any other remedy to which the Company is entitled under the Sales Agreement and/or the law.

This section is also considered a contract for the benefit of a third party as defined in the Contracts (General Part) Law, 5733-1973, and namely the owners and/or buyers of apartments in the building. The aforementioned will apply in relation to the repair of areas in the adjacent building(s) on the lot, within the areas of the building and/or the lot.

- 4.4. The Buyer is not permitted to perform repairs by itself and request the reimbursement of its expenses from the Company without having received explicit approval from the Company, in writing and in advance, and subject to the terms of its consent. This is without prejudice to the provisions of §4B(b) of the Sales (Apartments) Law.
- 4.5. The Company will be permitted to perform repairs of defects in all parts of the building during one period towards the end of the first inspection year and, for the purpose of these terms and conditions, it is agreed that a reasonable delay to repairing the defects in the Apartment for this reason will constitute an acceptable delay, as under §4B(b) of the Sales (Apartments) Law, it is agreed that the aforementioned period is a reasonable time



to make such repairs. In the case of urgent defects, which prevent reasonable use of the Apartment, the repairs will be performed by the Company on an emergency basis, provided that the Buyer sends a written notice to the Company immediately upon becoming aware of the defect, stating that the defect prevents reasonable use of the Apartment.

- 4.6. At the Company's request, the Buyer will sign a confirmation that the work has been completed for each and every repair. In the event that the Buyer refuses to sign such a confirmation, the Company's representative will sign, documenting the Buyer's refusal. If the Buyer refuses to sign on unreasonable grounds, this will not detract from the weight of the confirmation signed by the Company's representative, as mentioned, regarding the completion of the aforesaid repair.
- 4.7. Repair of the defects with the appropriate expertise required for their repair will constitute complete fulfillment of the Company's obligations towards the Buyer regarding the construction of the Apartment. Use of materials and/or items that comply with the Israeli standard will be appropriate evidence of the use of good quality materials or items.
- 4.8. It is hereby declared and agreed that, aside from the Company's responsibility and commitment to repair defects as expressly stated in the Sales Agreement and/or in these Terms and Conditions, the Company does not and will not bear any additional responsibility and/or liability in relation to any defects in the Apartment and/or other apartments in the building and/or the Project, and the Buyer will not have any claim or be entitled to any financial or other compensation for incompatibilities and anything else related to the existence of a defect and/or performing repairs, unless the Company has violated its obligation to repair the defect under the Sales Agreement, despite the Buyer providing a timely notice of the defect and giving the Company a reasonable opportunity to repair it under the provisions of the Sales Agreement.
- 4.9. During the entire course of performing repairs throughout the inspection and/or warranty periods (including the Extended Inspection Period as detailed in these terms and conditions), or any other repairs, the Buyer or a representative acting on its behalf must be present in the Apartment and take all reasonable steps as may be necessary to protect the contents of the Apartment. The Company will not be responsible for any damage that is caused to the Apartment or its contents as a result of the aforementioned steps not being taken. Subject to the aforementioned, if during and as a result of repairs during the inspection and/or warranty periods (including the Extended Inspection Period as detailed in these Terms and Conditions) that are performed by the Company and/or on the Company's behalf in the Apartment, and/or as a result of repairs performed by the Company in other apartments in the building, damage is caused to the Apartment, the Company will repair any such damage and reinstate the damaged element to its original condition, if possible, immediately thereafter, and the Buyer confirms that it will not have any claim or demand or suit against the Company, except insofar as it relates to repairing the damage and reinstating the damaged element to its original condition, as stated. In any event, and for the avoidance of doubt, it is agreed that the Company will not be responsible for any consequential and/or indirect damage to property, such as equipment, furniture, and so forth, even if such damage originates from an incompatibility that is the responsibility of the Company, and the Buyer will be precluded from asserting any claim in relation thereto. Furthermore, the Company will not be liable to provide compensation or indemnity or any payment whatsoever for disruption and/or inconvenience and/or restricted use and enjoyment of the Apartment and/or other direct or indirect damages resulting from the incompatibility, and the Buyer will not have any claim in this regard.
- 4.10. Insofar as the Company gives the Buyer a letter of commitment and/or a warranty certificate (hereinafter: "**Warranty Certificate**") that has been issued and/or provided by a supplier of goods and/or products and/or materials and/or accessories purchased by the Company from suppliers (hereinafter: "**the Supplier**"), and in the Warranty Certificate, the Supplier assumes direct responsibility towards the Buyer regarding the goods and/or products and/or materials and/or accessories supplied and/or installed in the Apartment by the Supplier, the aforementioned Supplier will be responsible for those goods and/or products and/or materials and/or accessories as specified in the Warranty Certificate.



However, the provision of the Warranty Certificate does not detract from the Company's responsibility in cases where the Supplier has not fulfilled its obligations as stated, provided that the Buyer contacted the Supplier, cooperated with the Supplier, and made a reasonable effort to bring the matter to a resolution.

Insofar as written instructions and/or guidelines are given to the Buyer in relation to accessories and/or items in the Apartment, Buyer undertakes to fully comply with them.

- 4.11. The Buyer acknowledges that the aforementioned repairs will be performed by the contractor, and therefore that any request and/or complaint and/or claim related to the aforementioned repairs must be sent by the Buyer directly to the contractor, and to the contractor alone, and by signing this agreement, the Buyer undertakes to act as stated above in every case. The Company authorizes the contractor to act as its representative in this matter and to perform the repairs in accordance with the mandatory provisions of the Sales (Apartments) Law and in accordance with the above provisions of this section.

However, this does not detract from the Company's responsibility in cases where the contractor has not fulfilled its obligations as stated, provided that the Buyer contacted the contractor, cooperated with the contractor, and made a reasonable effort to bring the matter to a resolution.

5. Miscellaneous

- 5.1. All the obligations of the Company and/or the contractor, as mentioned above, shall not supersede their mandatory obligations under the provisions of the Sales (Apartments) Law, except and only in accordance with the Benefit as detailed in these Terms and Conditions, which is a **revision to the provisions of the Sales (Apartments) Law in favor of the Buyer.**
- 5.2. Insofar as any inconsistency and/or contradiction occurs between the provisions of these Terms and Conditions and the content of an advertisement and/or any publication and/or provision of any marketing material, whether produced by Tidhar Group Ltd. and/or the Company or any party acting on its behalf, the provisions of these Terms and Conditions will prevail.
- 5.3. All images and/or renderings and/or photographs and/or marketing materials that may be published by the Company and/or any party acting on its behalf are intended solely for illustrative purposes and should not be considered a binding description of the Eligible Projects related to the Benefit.
- 5.4. The terms and conditions of the Benefit can be found on the website of Tidhar Group Ltd. at the following URL: <https://tidhar.co.il>
- 5.5. Wherever masculine pronouns are used in these terms and conditions, the feminine is also implied.
- 5.6. These terms and conditions are governed by the laws of the State of Israel, and only the competent courts of Tel Aviv-Jaffa will have exclusive jurisdiction with regard to the provisions of these Terms and Conditions and/or the Benefit.
- 5.7. Tidhar Group Ltd. reserves the right to change these Terms and Conditions and/or any of its provisions and/or Appendix A, from time to time.



Appendix A

1. Ashdod - Kochav HaTzafon
2. Bat Yam - HaGiborim
3. Bat Yam - Mivtsa Sinai
4. Tel Aviv - Bnei Moshe
5. Tel Aviv - Zichron-Weizmann
6. Tel Aviv - Tsirelson
7. Tel Aviv - Rothschild 10
8. Tel Aviv - Tidhar Between Boulevards
9. Tel Aviv - Arto
10. Tel Aviv - Shimoni-HaTkufa

