



THE LINDE GROUP

Global Purchase Agreement

Effective Date
December 6th 2006

For the delivery of Valves and Fittings

between

The Linde Group
Seitnerstraße 70
D - 82049 Höllriegelskreuth
Germany

- Hereinafter called "Linde"

and

Ham-Let (Israel – Canada) Ltd.
P.O Box 824
Nazareth Illit 17105
Israel

- Hereinafter called (The Supplier)

B.G

Am



Content

	Page:
SCOPE	3
PRODUCTS (EXTENT)	3
PRICING	3
TERMS AND CONDITIONS OF PURCHASE	4
TERMS OF PAYMENT	5
DELIVERY, TITLE AND RISK	5
WARRANTY	5
TERMS OF AGREEMENT, TERMINATION	7
APPLICABLE LAW AND LEGAL VENUE	7
CONFIDENTIALITY CLAUSE	6
SEVERABILITY CLAUSE, WRITTEN FORM	7
ATTACHEMENT	8

The main purpose of the agreement is to facilitate and simplify the routine dealings between Linde and the Supplier worldwide.

**Scope**

This Frame Agreement outlines the terms and conditions which will govern the purchase of Valves, Fittings and other products (henceforth Products) of the Supplier by Linde. This agreement covers all Linde companies worldwide which may choose to purchase from the Supplier.

This Frame Agreement shall be read, where possible, so as to be consistent with all local Linde Terms and Conditions of Purchase, or similar, documents. Where any Linde company's Terms and Conditions of Purchase, or similar, documents are directly in conflict with this Frame Agreement, the terms of this Frame Agreement shall take precedence.

Where any Linde company has an existing agreement, other than general Terms and Conditions or Purchase, with the Supplier the authorised representatives of that Linde company shall at their discretion decide whether this Frame Agreement or their current agreement takes precedence. Where they so choose they shall have the right to terminate without notice or penalty any existing agreement and instead rely on this agreement for all their current and future dealings with the Supplier.

Products (Extent)

This Frame Agreement covers the purchase of the following from the Supplier:

- Valves
- Fittings
- Any of the Supplier's other products that the Linde may choose to purchase from time to time.

They are represented in Appendix 1: Price Lists.

Pricing**Price Lists**

Prices shall be in accordance with the current price list (Appendix 1) applicable in the country where the purchase is to be transacted. The price lists will be reviewed by the Parties every 6 months from the effective date of this agreement.

**Discounts**

The Supplier shall grant a 40% (forty percent) discount off the Appendix 1 price list for the United States of America, and a 45% (forty five percent) discount off the price lists for all other countries.

The discount shall be calculated off net invoiced value and unless specifically requested in writing it is to be shown as a separate line item.

The above discount is a minimum discount from the Supplier. The Supplier or its distributors may, at their individual discretion, offer a greater discount level to any Linde company at any time.

Packing is included.

Oxygen Cleaned products will be supplied when requested for a premium of 12% of the discounted price for each part to be Oxygen Cleaned.

Prices will include delivery DDU (in accordance with INCOTERMS current at the effective date of this agreement current at the time of signing this agreement) to the Linde site specified at the time of ordering for any order over EUR200.00 in value. For orders under EUR200.00 in value, prices will be Ex Works (in accordance with INCOTERMS current at the effective date of this agreement current at the time of signing this agreement).

All certificates required (for example Certificates of Conformity, and 3.1B Certificates) will be supplied free of charge by the Supplier. The pricing of certificates to be reviewed by Linde and Supplier representatives at the first 6 monthly price review meeting following the effective date of this Frame Agreement.

Terms and conditions of purchase

Linde standard terms and conditions of purchase as applicable in the country where the purchase is transacted shall govern all purchases. Where any Linde company's Terms and Conditions of Purchase, or similar, are directly in conflict with this Frame Agreement, the terms of this Frame Agreement shall take precedence.

Linde shall provide the Supplier with a copy of the relevant standard terms and conditions of purchase prior to the first transaction taking place in any country.



Linde shall provide the Supplier, through their local or regional Procurement function, with a copy of the applicable Terms and Conditions of Purchase prior to the first transaction taking place in a country.

The shipment, invoice and other documents associated with each purchase order shall as a minimum be marked with Linde's purchase order number and reference.

The shipment shall be sent to the address given in the purchase order.

Linde has a right to reject any shipment, or part of a shipment, that does not meet its specifications, and no charge shall be made for shipments, or parts of shipments, so rejected. Written notice of such rejection must be sent to the Contractor within fifteen (15) days of delivery, and return must be effected within thirty (30) days from the date of delivery.

Terms of Payment	<input checked="" type="checkbox"/>
-------------------------	-------------------------------------

Payment terms shall be 60 days from the date of invoice for all Linde sites.

Delivery, Title and Risk	<input checked="" type="checkbox"/>
---------------------------------	-------------------------------------

The time of delivery in the order is binding, subject to that time being approved by the Supplier. Where a written quotation is given, the time stated in that quotation shall be binding.

If there is a risk that the agreed delivery deadline cannot be met by the Supplier then the Supplier shall inform the relevant Linde representative in writing about the same without undue delay, giving details as to the reasons for the delay, and submit a proposal regarding measures to avert the delay and/or to shorten any overrun. These measures to be taken to be agreed between Linde and the Supplier.

Risk and Title in the Products shall only pass to Linde at the time of delivery.

Warranty	<input checked="" type="checkbox"/>
-----------------	-------------------------------------

The Supplier warrants that the Products shall:

- be fit for the purpose, for which they have been manufactured and shall remain so under normal working conditions;
- conform to the agreed specifications;
- be new and unused, of sound materials and workmanship and free from defects of any kind, hidden or otherwise;



THE LINDE GROUP

- conform to all laws and regulations affecting the manufacture, sale, use packaging and labelling of the Products, which are in force and effect on the date of delivery, and that each Product has attached or is accompanied by appropriate instructions, warnings and/or labelling in relation to transporting, storing, operating, using, consuming or disposing of the Products;

In addition to any other rights the Linde may have, any defects shall at the Linde's option either be replaced by the Supplier free of charge or the Supplier shall make good any defect, or the Supplier shall be obliged to supply replacement Products to the Linde at the Suppliers cost. Should the Linde in its discretion deem the case to be one of emergency, it shall be entitled to purchase replacement Products from any other supplier or repair the defect at the expense of the Supplier.

If in the course of making good any defect the Supplier repairs, modifies or replaces any part or material, the Supplier shall at its own cost replace or repair at Linde's discretion any of the parts or materials so repaired, modified or replaced within a period of 12 months from the date of acceptance of such repair, replacement or modification.

The repair or replacement shall be executed by the Supplier within the time period reasonably specified by the Linde.

The Supplier agrees to the assignment, to any subsequent user or Linde, of any warranty or guarantee to which the Linde is entitled hereunder.

Acceptance by Linde of any delivery shall not release the Supplier from any of its obligations, warranties, or undertakings in terms hereof or otherwise.

Linde's rights in terms of this section are in addition to any other rights it may have in terms of this Agreement or in law.

The Supplier warrants that the Products shall:

- be fit for the purpose, for which they have been manufactured and shall remain so under normal working conditions;
- conform to the agreed specifications;
- be new and unused, of sound materials and workmanship and free from defects of any kind, hidden or otherwise;
- conform to all laws and regulations affecting the manufacture, sale, use packaging and labelling of the Products, which are in force and effect on the date of delivery, and that each Product has attached or is accompanied by appropriate instructions, warnings and/or labelling in relation to transporting, storing, operating, using, consuming or disposing of the Products;

In addition to any other rights the Linde may have, any defects shall at the Linde's option either be replaced by the Supplier free of charge or the Supplier shall make good any defect, or the Supplier shall be obliged to supply replacement Products to the Linde at the Suppliers cost. Should the Linde in its discretion deem the case to be one of emergency, it shall be entitled to purchase replacement Products from any other supplier or repair the defect at the expense of the Supplier.

If in the course of making good any defect the Supplier repairs, modifies or replaces any part or material, the Supplier shall at its own cost replace or repair at Linde's discretion any of the parts or materials so repaired, modified or replaced within a period of 12 months from the date of acceptance of such repair, replacement or modification.

The repair or replacement shall be executed by the Supplier within the time period reasonably specified by the Linde.

The Supplier agrees to the assignment, to any subsequent user or Linde, of any warranty or guarantee to which the Linde is entitled hereunder.



Acceptance by Linde of any delivery shall not release the Supplier from any of its obligations, warranties, or undertakings in terms hereof or otherwise.

Linde's rights in terms of this section are in addition to any other rights it may have in terms of this Agreement or in law.

Terms of Agreement, Termination

This Agreement shall become effective from date it is signed by authorised representatives of each party and shall continue for a period of 2 (two) years.

Changes to this Agreement will only be valid when made in writing and signed by both parties.

Either party can terminate this agreement at any time by the provision of 90 (ninety) days written notice to the other party.

No part of this agreement shall be construed as stipulating minimum purchase volumes or granting exclusivity to the Supplier.

Applicable law and legal venue

The venue for any dispute between the parties shall be the jurisdiction in which the purchase transaction took place.

In the event of any dispute as to the appropriate venue, the venue shall be deemed to be London, United Kingdom.

Confidentiality clause

The parties agree to treat the contents of this Frame Agreement and all related documentation, as well as all communication between the parties as confidential.

All confidential information disclosed by Linde to the Supplier shall remain the property of Linde and shall be returned to Linde upon request.

The Supplier shall protect all confidential information disclosed to it by Linde from unauthorised use or disclosure to any other party.

This Clause shall survive the termination of this Frame Agreement and continue indefinitely.

BB
hu



Severability Clause, Written form



In the event of the invalidity or unfeasibility of individual provisions of the contract, the validity or feasibility of the remaining provisions of the contract remains unaffected.

The parties to the contract undertake to replace the invalid contractual provisions without undue delay, in the form of a supplementary agreement.

Attachements



Appendix 1: Price Lists of standard items. (provided by the Supplier on CD)

Bb
km



Signed on Behalf Of

The Linde Group.

Ham-Let (Israel-Canada) Limited.

Linde AG
Geschäftsbereich Linde Gas
Postfach 70
Linde-Str. 1
40740 Monheim am Rhein
i.v. Steph. A. Kutz

Benny Goldberg

Print Name: Cary Smith

Print Name: BENNY GOLDBERG

Position: Project Officer

Position: DIRECTOR OF SALES & MARKETING

Place, Date

Place, Date

Munich 6/12/2006

Munich 6/12/2006

B.G. hu