



About Us/ Quality Assurance/ Warranties/ General

Limited Warranty Certificate

Ginegar Plastic Products Ltd, of Kibbutz Ginegar, Israel (herein "Producer"),

hereby warrants to the buyer ("Buyer") of its special SUNSELECTOR (TM) 3 YEAR UV-STABILIZED Film for Greenhouse Covers ("Products"), that the Products shall comply with the following provisions.

1. The Products are warranted by Producer against deterioration due to the action of ultraviolet (UV) radiation - for a period of three (3) years, starting from the date of FOB shipping (B/L date).

No warranties are extended for the drip control properties, for the IR treatment of the film, or for the continuing effectiveness of the film to prevent or reduce condensation.

2. In case of any complaint or claim, Buyer shall submit to the Producer a sample of (at least) 1 sq. meter of the film contended as defective, together with the reel and its marks.

This Warranty shall cover said deterioration defects, to the extent provided below, only if the claimant proves compliance with all the following requirements: (a) the film was installed in a professional way and was laid safely on the frame, (b) all parts of the frame in contact with the film were painted white or covered with a suitable white tape, and the paint and/or tape must be compatible with polyethylene, (c) the outside surface of the film, at all areas where it comes into contact with the frame, were also painted white or covered with a suitable white tape, and (d) until used - the film has been stored in a dark cool place.

3. The warranty liability is expressly limited to replacement of defective Products during the warranty period, at Producer's facility as indicated by Producer, in accordance with the provisions specifically and expressly set forth herein.

If Products are replaced under warranty within the first year, such replacement shall be without charge to Buyer. If Products are replaced under warranty during the second or third year, then Buyer will pay for such Products a percentage of the full list-price - according to the ratio between the period which has passed until the replacement and the full warranty period.

Instead of replacing defective Products under warranty, Producer may refund to the Buyer the portion of the list-price which is under warranty as provided above.

Buyer shall bear shipping costs for shipment of defective Products to Producer, and Producer shall bear shipping costs of returning good Products to Buyer.

The warranty does not cover the cost of any services, work or materials required for the replacement of defective Products with good Products at the site of installation.

4. Producer shall have no obligation under the warranty to replace or refund defective Products if the defect is a result of any of the following causes: normal wear and tear; accidents, catastrophes, mechanical force or abnormal meteorological conditions; fault or negligence or improper storage, installation, treatment, maintenance or use of the Products; use of chemicals forbidden by the UVA stabilizers manufacturers or any damage caused by chemicals.

5. Replacement costs and shipping charges for Products found not to be under warranty as specified above will be paid in full by the Buyer.

6. **THE EXPRESS WARRANTIES AND OBLIGATIONS SET FORTH ABOVE ARE AND SHALL BE IN LIEU OF ALL OTHER WARRANTIES AND OBLIGATIONS OF PRODUCER, EXPRESS OR IMPLIED. EXCEPT TO THE EXTENT HEREIN PROVIDED, PRODUCER DOES NOT MAKE AND SHALL NOT BE DEEMED TO MAKE ANY OTHER WARRANTY TO THE BUYER, TO ANY END USER OR TO OTHER PERSON OR PARTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR USE OR PURPOSE. PRODUCER SHALL NOT BE LIABLE FOR ANY LOSS OF USE, SALES OR PROFIT, OR FOR ANY DIRECT OR INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES CAUSED BY OR SUFFERED AS A RESULT OF THE SALE OR USE OF THE PRODUCTS.**

Ginegar Plastic Products Ltd

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About Us/ Quality Assurance/ Warranties/ Ozgard warranty

Limited Warranty Certificate

Producer: Ginegar Plastic Products Ltd, of Kibbutz Ginegar, Israel.

Warranted Products: Plastic Sheets known as OZGARD, to be used in soil fumigation process ("Products").

Warranty Period: three (3) months, beginning with installation at the site.

1. Producer hereby warrants to the Client that Products manufactured by Producer shall be free of defects in workmanship and materials and shall function materially in accordance with their approved specifications, during the above stated Warranty Period; all subject to and in accordance with the provisions specifically and expressly set forth hereinbelow.

Client may not assign any right hereunder to any third party, except with the written approval of Producer.

The Warranty hereunder shall be valid and applicable only if and after payment of the full price of the Products.

2. Warranty claims must be submitted to Producer within 10 days after discovery of a defect. A failure to submit a detailed defects report within the aforesaid 10 days will be deemed a waiver of all claims of responsibility and liability against Producer with regard to such discovered defects.

Client must enable Producer to inspect the defective Products prior to replacement, and must provide samples if required.

If an authorized representative of the Producer determines in good faith that the defect is under warranty, Producer shall, at its sole discretion, decide upon one of the following remedies, and the remedy so elected shall be the exclusive remedy:

(a) ship to the Site the required quantity of new or repaired Sheets (or a product of comparable functionality), or (b) refund the sale price of the defective Products.

Upon removal of the defective Sheets, they will be put at the disposal of Producer, if Producer so requires.

It is expressly declared that Producer's warranty does not cover the cost of any services, work or materials required for the removal and replacement of defective Products with good Products and re-installation at the Site.

3. Producer shall have no obligation with regard to defective Products if the defect is due or partly due to any of the following: abnormal wear and tear; damages occurring after ex-works shipment; accidents or force Majeure or other external forces; faulty, negligent or improper handling, storage, installation, application, maintenance or use of the Products; modification of the Products or unauthorized repairs; exposure to undue or unusual (natural or man-made) environment conditions, mechanical forces etc; exposure to damaging substances.

4. Results of tests conducted by Producer show that the use of the Products may save a significant percentage of the necessary quantity of fumigation materials. Naturely, the actual savings

will depend upon many parameters, among which the type of fumigation materials used, type of soil, required level of cleanliness, temperature, humidity etc. Therefore, Producer can not and does not warrant a specific level of savings or a specific level of results/success through the use of the Products.

Should Producer provide technical assistance or advise with regard to the manner of use of the Products, such assistance and advice shall be without any warranty or liability.

All risks related to the use and operation of the Products will be borne by Client, subject only to the express warranty provisions herein.

5. This Certificate constitutes the exclusive statement of Producer's warranty liabilities and obligations. Conflicting or additional provisions that may be included in any other document shall be deemed null and void, unless they include an express reference to this Certificate and are duly executed by authorized representatives of the parties.

6. *THE WARRANTY LIABILITIES AND OBLIGATIONS OF PRODUCER ARE AND SHALL BE LIMITED TO THE EXPRESS FOREGOING TERMS. THE FOREGOING TERMS ARE AND SHALL BE IN LIEU OF ALL OTHER WARRANTIES AND OBLIGATIONS OF PRODUCER, EXPRESS OR IMPLIED, AND ALL SUCH OTHER WARRANTIES AND OBLIGATIONS (INCLUDING, AMONG OTHERS, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE) ARE SPECIFICALLY DISCLAIMED AND EXCLUDED. PRODUCER SHALL NOT BE LIABLE FOR ANY LOSS OF USE, INCOME OR PROFIT, OR FOR ANY DIRECT OR INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES CAUSED BY OR SUFFERED AS A RESULT OF THE SALE OR USE OF THE PRODUCTS, EVEN IF PRODUCER IS NOTIFIED OR IS AWARE OF THE POSSIBILITY THEREOF.*

IN ANY CASE, AND WITHOUT PREJUDICE TO THE FOREGOING, THE UPPER LIMIT FOR PRODUCER'S LIABILITY OF ANY KIND, UNDER ANY THEORY OF LAW, IS A SUM EQUAL TO THE PRICE PREVIOUSLY PAID TO PRODUCER FOR THE DEFECTIVE PRODUCTS.

7. Any and all disputes regarding this Warranty shall be resolved exclusively by the competent courts of the State of Israel, and the exclusive law to be applied will be the law of the State of Israel, as it applies to agreements made and performed in Israel, without regard to "choice of law" provisions.

Ginegar Plastic Products Ltd

Client

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About Us/ Quality Assurance/ Warranties/ GeoMembranes Warranty

Limited Warranty Certificate

Producer: Ginegar Plastic Products Ltd, of Kibbutz Ginegar, Israel.

Warranted Products: Geo Sheets.

Project and Site of Installation: _____.

Warranty Period: ten (10) years, beginning on ex-works shipment date.

1. Producer hereby warrants to the Client that Products manufactured by Producer and installed at the above stated Site shall be free of defects in workmanship and materials and shall function materially in accordance with their approved specifications, during the above stated Warranty Period; all subject to and in accordance with the provisions specifically and expressly set forth hereinbelow.

Client may not assign any right hereunder to any third party, except with the written approval of Producer.

The Warranty hereunder shall be valid and applicable only if and after payment of the full price of the Products.
2. Warranty claims must be submitted to Producer within 10 days after discovery of a defect. A failure to submit a detailed defects report within the aforesaid 10 days will be deemed a waiver of all claims of responsibility and liability against Producer with regard to such discovered defects.

Client must expose and clean the area of and around the defective Sheets, so as to enable Producer to inspect the defective Products prior to removal, and Client must provide samples if required.

If an authorized representative of the Producer determines in good faith that the defect is under warranty, Producer shall, at its sole discretion, decide upon one of the following remedies, and the remedy so elected shall be the exclusive remedy:

(a) authorize repairs at the Site, (b) ship to the Site the required quantity of new or repaired Sheets (or a product of comparable functionality), or (c) refund the sale price of the defective Products.

Except with regard to alternative (a) above, the warranty does not cover the cost of any services, work or materials required for the removal and replacement of defective Products with good Products and re-installation at the Site.

If a defect is discovered and reported within the first year, Producer shall bear the cost of the elected remedy as stated above. If a defect is discovered later, Client will pay a percentage of the cost - according to the ratio between the period which has passed until the discovery and the full warranty period (e.g. if a certain defect is discovered after seven years, Client will pay 70% of the costs of the elected remedy).

Upon removal of the defective Sheets, they will be put at the disposal of Producer, if Producer so requires.
3. Producer shall have no obligation with regard to defective Products if the defect is due or partly due to any of the following: normal wear and tear; damages occurring after ex-works shipment; accidents or force Majeure or other external forces; faulty, negligent or improper handling, storage, installation, application, maintenance or use of the Products; modification of the Products or unauthorized repairs; exposure to undue or unusual (natural or man-made) environment conditions, mechanical forces etc; exposure to damaging substances.

Inspection costs of defective Sheets that are found not to be under warranty, and the full price of Products shipped as replacements for such Sheets, will be paid in full by Client to Producer.

Should Producer provide technical assistance or advise with regard to the manner of use of the Products, such assistance and advice shall be without any warranty or liability.

All risks related to the use and operation of the Products will be borne by Client, subject only to the express warranty provisions herein.
4. This Certificate constitutes the exclusive statement of Producer's warranty liabilities and obligations. Conflicting or additional provisions that may be included in any other document shall be deemed null and void, unless they include an express reference to this Certificate and are duly executed by authorized representatives of the parties.

5. *THE WARRANTY LIABILITIES AND OBLIGATIONS OF PRODUCER ARE AND SHALL BE LIMITED TO THE EXPRESS FOREGOING TERMS. THE FOREGOING TERMS ARE AND SHALL BE IN LIEU OF ALL OTHER WARRANTIES AND OBLIGATIONS OF PRODUCER, EXPRESS OR IMPLIED, AND ALL SUCH OTHER WARRANTIES AND OBLIGATIONS (INCLUDING, AMONG OTHERS, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE) ARE SPECIFICALLY DISCLAIMED AND EXCLUDED. PRODUCER SHALL NOT BE LIABLE FOR ANY LOSS OF USE, INCOME OR PROFIT, OR FOR ANY DIRECT OR INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES CAUSED BY OR SUFFERED AS A RESULT OF THE SALE OR USE OF THE PRODUCTS, EVEN IF PRODUCER IS NOTIFIED OR IS AWARE OF THE POSSIBILITY THEREOF. IN ANY CASE, AND WITHOUT PREJUDICE TO THE FOREGOING, THE UPPER LIMIT FOR PRODUCER'S LIABILITY OF ANY KIND, UNDER ANY THEORY OF LAW, IS A SUM EQUAL TO THE PRICE PREVIOUSLY PAID TO PRODUCER FOR THE DEFECTIVE PRODUCTS.*
6. Any and all disputes regarding this Warranty shall be resolved exclusively by the competent courts of the State of Israel, and the exclusive law to be applied will be the law of the State of Israel, as it applies to agreements made and performed in Israel, without regard to "choice of law" provisions.

Ginegar Plastic Products Ltd

Client

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