

## LIMITED WARRANTY

Ginegar Plastic Products Ltd. ("**Manufacturer**") films are manufactured with state-of-the-art Multi-Layer equipment and are submitted to rigorous quality controls according to ISO 9001:2008 requirements, to make sure that any product delivered to customers conforms to its specifications.

This limited warranty document holds two chapters.

Chapter 1) refers to films to be used as greenhouse covers or tunnels covers.

Chapter 2) refers to films to be used for mulching.

### Usage categories:

- A. Limited usage with Chemicals, up to 100 ppm of Chlorine (Cl), up to 500 ppm of Sulfur (S)
- B. Limited usage with Chemicals, up to 150 ppm of Chlorine (Cl), up to 1000 ppm of Sulfur (S)
- C. No usage of chemicals in contact with the film

In case of premature failure due to UV-degradation before the end of the guaranteed period, the manufacturer will offer a discount on the purchase price for replacement of the damaged quantity of film, with the same terms & conditions as those offered by the manufacturer at the time of the sale of the failed film, according to the formula below:

$$D\% = (GL - AL) / GL \times 100$$

Where:

D% = discount percentage

GL = guaranteed period of film, in months

AL = actual life of film at time of failure, in months

The guaranteed period, and the life of the film, is measured from the date of distributor's invoice to the user for the specific film. However, if the invoice date is later than 12 months after production date, the guaranteed period and the life of the film will be measured from the date of production + 12 months.

The Manufacturer guarantees the products listed below in USA, against premature UV-degradation only, for the following periods:

### Ginegar Plastic Products Ltd

Kibbutz Ginegar 3658000, Israel

T. +972 46544222 ) F. +972 46547947

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## Chapter 1) Greenhouse and Tunnel Covers

### Warranty in months – CALIFORNIA- USA

| PRODUCT                | CODE    | USAGE Category | THICKNESS (MIL) | WARRANTY (months) |
|------------------------|---------|----------------|-----------------|-------------------|
| SUNCOVER CLEAR /1YR    | C - 640 | A              | 4               | 12                |
| SUNCOVER CLEAR PLUS    | C - 928 | B              | 6               | 48                |
| SUNCOVER CLEAR         | C - 642 | A              | 6               | 48                |
| SUNSAVER CLEAR +       | C - 921 | B              | 6               | 48                |
| SUNTHERM 303           | C - 731 | A              | 6               | 36                |
| SUNTHERM 303 PLUS      | C - 881 | A              | 6               | 36                |
| SUNTHERM 303 PLUS      | C - 881 | A              | 5               | 33                |
| SUNTHERM 303 SR        | C - 975 | B              | 6               | 36                |
| SUNTHERM 303 SR        | C - 975 | B              | 5               | 24                |
| SUNTHERM 303 BLUE      | C - 858 | A              | 6               | 36                |
| SUNTHERM 303 WHITE 25% | C - 768 | A              | 6               | 36                |
| SUNSAVER DIFF. +       | C - 947 | A              | 6               | 48                |
| BLACK WHITE COVER      | C- 910  | A              | 6               | 36                |
| BLACK WHITE ORCHARD    | C -902  | A              | 2               | 18                |
| SUNCOVER WHITE 55%     | C -605  | A              | 6               | 36                |
| SUNCOVER WHITE 70%     | C - 607 | A              | 6               | 36                |

**The Manufacturer's warranty hereunder is subject to the Conditions and Exclusions listed below.**

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## Conditions and Exclusions:

1. A film is considered as having been subject to premature UV-degradation when the elongation at tear reaches 50% of the value of the same film WHEN IT WAS NEW.
2. Failures due to mechanical damage by puncture, impact, tear or contact with plants, steel or copper clamps, strong wind, storm, hail or other extreme weather conditions or any events which are considered as Act of God or other "Force Majeure" events which are beyond the reasonable control of the Manufacturer are expressly excluded from this warranty. Improper handling, usage, storage or installation of the film on the greenhouse is also expressly excluded from this warranty. Improper condition of the greenhouse structure such as rust or sharp points, resin exudation from wood, greases, petroleum, ether, tar, contact with strips of PVC or coating paints which are not vinyl or acrylic are expressly excluded from this warranty. The levels of sulfur and halogen permitted in the film and covered by this warranty are listed in the table on page 1 of this warranty.
3. The surface of film which is in contact with the greenhouse frame, including gutters, must be painted from the outside (facing the sun) with a white vinyl or acrylic based paint, or covered with suitable protective tape (Not P V C!), not later than two (2) weeks from its installation.
4. The attached Manufacturer's instructions of installation and usage of the film must have been strictly followed in order for this warranty to apply.
5. In case of any failure, user is responsible to minimize any damages that could occur.
6. This warranty covers only the replacement value of the damaged film according to the discount formula outlined above. No further warranty is offered and no liability is undertaken whatsoever neither for replacement costs nor for potential damages to the crops, loss of profit or special, indirect or consequential damages and any such further warranty and/or liability is hereby expressly disclaimed.
7. This warranty is in lieu of all other warranties or conditions, express or implied, statutory or otherwise, including but not limited to merchantability or fitness for any particular purpose. It is the responsibility of the user to verify the suitability of the specific type of film for his/its particular application.
8. Manufacturer's general terms & conditions of supply and delivery apply.
9. This Warranty is governed exclusively by the laws of the State of Israel and the Courts of exclusive jurisdiction for any dispute arising from this warranty, including its interpretation, are the competent courts in the city of Tel-Aviv, Israel.



## Chapter 2) Mulch Films

### Warranty in months – CALIFORNIA- USA

| PRODUCT                    | CODE | USAGE Category | THICKNESS (MIL) | WARRANTY (months) |
|----------------------------|------|----------------|-----------------|-------------------|
| BLACK CAST                 | C801 | C              | 1.0-1.5         | 9                 |
| AL OR BROWN CAST           | C887 | C              | 1.0-1.5         | 9                 |
| AL-OR GREEN CAST           | C877 | C              | 1.0-1.5         | 9                 |
| BLACK/WHITE CAST           | C813 | C              | 1.0-1.5         | 9                 |
| ZEBRA CAST                 | C906 | C              | 1.0-1.5         | 6                 |
| BLACK/SILVER CAST          | C804 | C              | 1.0-1.5         | 9                 |
| SOLARIZATION + UVA         | C630 | C              | 0.75-1.0        | 6                 |
| BLACK DEGRADEABLE          | C806 | C              | 0.6             | ???               |
| OZGARD GREEN T PLUS        | C833 | C              | 1.0-1.5         | 9                 |
| OZGARD BLACK/SILVER T PLUS | C613 | C              | 1.0-1.5         | 9                 |
| OZGARD MILKY ZEBRA T PLUS  | C628 | C              | 1.0-1.5         | 8                 |
| OZGARD BLACK T PLUS        | C866 | C              | 1.0-1.5         | 9                 |
| OZGARD BROWN T PLUS        | C803 | C              | 1.0-1.5         | 9                 |
| OZGARD BLACK/WHITE T PLUS  | C816 | C              | 1.0-1.5         | 9                 |
| OZGARD ZEBRA T PLUS        | C839 | C              | 1.0-1.5         | 8                 |

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## Conditions and Exclusions:

1. A film is considered as having been subject to premature UV-degradation when the elongation at tear reaches 50% of the value of the same film WHEN IT WAS NEW.
2. Light transmission of these films is according to Manufacturer's declaration.
3. The film reduces sprouting of weeds. No guarantee is granted for complete prevention of weed growth. (*Note: film codes C906; C630; C628; C839 will NOT reduce sprouting of weeds.*)
4. Failures due to mechanical damage by puncture, impact, tear or contact with plants, strong wind, storm, hail or other extreme weather conditions or any events which are considered as "Act of God" or other "Force Majeure" events which are beyond the reasonable control of the Manufacturer are expressly excluded from this warranty. Improper handling, usage,

storage or installation of the film on the soil is also expressly excluded from this warranty. Improper condition of the soil such as sharp stones, twigs, branches and other sharp objects is expressly excluded from this warranty.

5. Presence of chemicals (such as Chlorine, Sulphur among others) in the Mulch Film nulls and voids this warranty.
6. The attached Manufacturer's instructions of installation and usage of the film must be strictly followed in order for this warranty to apply.
7. In case of any failure, user is responsible to minimize any damages that could occur.
8. This warranty covers only the replacement value of the damaged film according to the discount formula outlined above. No further warranty is offered and no liability is undertaken whatsoever neither for replacement costs nor for potential damages to the crops, loss of profit or special, indirect or consequential damages and any such further warranty and/or liability is hereby expressly disclaimed.
9. This warranty is in lieu of all other warranties or conditions, express or implied, statutory or otherwise, including but not limited to merchantability or fitness for any particular purpose. It is the responsibility of the user to verify the suitability of the specific type of film for his/its particular application.
10. Manufacturer's general terms & conditions of supply and delivery apply.
11. This Warranty is governed exclusively by the laws of the State of Israel and the Courts of exclusive jurisdiction for any dispute arising from or in connection with this warranty, including its interpretation, are the competent courts in the city of Tel-Aviv, Israel.



## Procedures for verification of claims:

1. A sample of at least 0.5 m<sup>2</sup> from the damaged area of film must be sent for analysis and identification of the causes of failure to the manufacturer within one (1) week from noticing a failure, including the following information: type of film, dimensions, production code, date purchased, date installed, kind and condition of structure, crop, pesticides used and their frequency, place where film failed, quantity of film that failed as well as any other information reasonably requested by the Manufacturer.
2. The Manufacturer and its representative(s) must be permitted to inspect the site.
3. In case that the inspection and/or analysis performed by the Manufacturer's lab reveal that the failure is due to the quality of the film, the above terms and conditions of warranty will apply.
4. In any other case, the user has the right to submit the film to an independent laboratory mutually accepted by both parties, which will perform the necessary tests and whose opinion regarding the causes of failure will be acceptable to both parties. The cost of such independent analysis will be covered by the Manufacturer, if the report indicates failure of the film due to its quality, or by the user if the failure was not due to the quality of the film or if it is shown that one of the above exclusions applies or that one of the above conditions had not been strictly followed.

