

GREENHOUSES FILMS LIMITED WARRANTY

All of our Agricultural P.E. films are manufactured under the latest technology and are specially designed as a principal component in the growth and protection of agricultural crops ranging from fruits to vegetables.

The warranty will start when the last plastic sheet will be put on the greenhouse and not at the end of construction

In case of premature failure due to UV-degradation before the period specified on the quote and/or invoice issued, the manufacturer will offer a discount on his price for replacement of the damaged quantity of film, with same terms & conditions as those he had sold the failed film, according to the formula below:

$$A\% = (D - U) / D \times 100$$

Where:

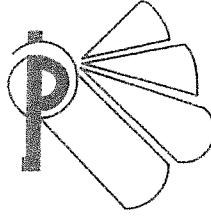
A% = discount percentage

D = guaranteed life of film, in months

U = The used time of the plastic until the time of failure, in months, starting from the date of distributor's invoice to the user for the specific film, which should not be later than 12 months from production date - otherwise production date shall be considered as starting date of film life

CONDITIONS AND EXCLUSIONS

1. A film is considered as having been subject to premature UV-degradation when its tensile strength at break has fallen below 11 N/mm² (according to ASTM D882) due to the effect of UV radiation.
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 natural disaster, effect of pesticides or sulfur (as shown by presence of any of S, Cu, As, Hg, Ti, F, Cl, Br, I and hydrogen rings at < 100 ppm in the film), improper handling, conservation or installation of the film, improper condition of the greenhouse structure such as rust or sharp points, resin exudation from wood, greases, petroleum, ether, tar etc., use of PVC protective tapes or coating paints which are not vinyl or acrylic based, are expressly excluded from this warranty. Unless as specified on the quotes.



3. The whole surface of film which is in contact with the greenhouse frame must be painted from the outside with a white vinyl or acrylic based paint, or covered with suitable protective tape, not later than 2 weeks from its installation.
4. The attached manufacturer's instructions of installation and usage of the film must have been followed.
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 scheme outlined above. No warranty is offered and no liability is undertaken whatsoever for replacement costs or for potential damages to the crop, loss of profit or special, indirect or consequential damages.

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 particular application.
8. Seller's general terms & conditions of supply and delivery apply.
9. Courts of jurisdiction for any dispute arising from this warranty are the courts of Israel.

PROCEDURE OF VERIFICATION CLAIMS

1. A sample of at least 0,5 m2 from the damaged area of film must be sent for analysis and identification of the causes of failure to the manufacturer within 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 asked by the manufacturer.
2. The manufacturer and his representative must be allowed to inspect the site.
3. In case the inspection and/or analysis held by the manufacturer's lab reveal that failure is due to the quality of the film, the above conditions of warranty will apply.
4. In a different case, the user has the right to submit the film to an independent laboratory of mutual acceptance, that will carry the necessary tests and its opinion on the cause of failure will be accepted by 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 it is shown that one of the conditions/exclusions had not been followed.