

 Kibbutz Ginegar 36580, Israel | Tel 972-46544222 | Fax 972-46547947 | Email export@ginegar.co.il | Web site www.ginegar.com

 www.ginegar.com

 חער

 gpp@ginegar.co.il

 חער

 חער

 ער

 הארע

 ער

 הארע

 ער

 ארע

 ער

 ער



# Warranty

This Warranty applies to products of Polysack products by Ginegar (hereinafter, "the Company") specified in the table marked Appendix A and attached to this Warranty (hereinafter, "the Product"), all under the terms specified hereinafter:

## Warranty Period

The Company will provide a warranty to the Product purchaser for damages specified below during the Warranty Period specified in the Table attached and marked Appendix A to this Warranty (hereinafter, "The Company's Warranty Period"). The Warranty Period commences on the purchase date.

Warranty Coverage

1. This Warranty applies exclusively in the following cases:

1.1. Against product deterioration caused solely by UV radiation.

1.2. Against faults in product features "shade percentage" and "strength" subject to product specifications, provided that fault is reported within 30 days of product purchase.

1.3. Against faults in texture and dimensions subject to product specifications, provided that fault is reported within 30 days of product purchase.

#### 2. Without derogating from the above, this Warranty does not apply to:

2.1. Acts of God, sabotage, theft, burglary, fire, flood, lightening, war and/or acts of hostility, extreme weather conditions, and damage by third parties.

2.2. Defects stemming from product use in environmental temperatures exceeding 60<sup>°C</sup>.

2.3. Accepted plastic shrinkage of 2%.

2.4. Defects stemming from product installation or defective product storage.

2.5. Defects stemming from unreasonable product usage, neglect, excessive tension, and introduction of modifications and improvisations that caused damage to the Product.

2.6. Defects stemming from the Product's contact with sharp, rough items and building elements.

2.7. Products sold as seconds at a discounted price.

2.8. Defects stemming from reasonable wear and tear of the product/goods.

2.9. Defects stemming from direct or indirect contact with chemicals such as the following, or their derivates, in concentrations exceeding those specified below:

Sulfur > 0.1 gr/kg	Chlorine > 0.3 gr/kg	Phosphorus > 0.1 gr/kg	
--------------------	----------------------	------------------------	--

## 2.10. Aluminet products

2.10.1. Defects stemming from direct gusts of air on the product, and defects stemming from continuous contact with water over time, such as from gutters, sprinklers, etc.

2.10.2. Direct contact with chemicals, especially sulfur, quicklime, chlorine, and phosphorus (when handling, take care with Product folds and avoid direct contact of Product with chemicals).

2.10.3. Appearance of stripes or discoloration is not a defect; these are results of the Product's reflection of light.

## Scope of Warranty

3. The Company's product liability is subject to the following conditions:

3.1. The product is suitable for environmental conditions, based on the Product's stated strength. In the event of doubt concerning suitability, consultation with an authorized Company representative is obligatory before using the product. Damages and/or defects caused to products used under such circumstances without said consultation are not covered by the Company's Warranty and will be the exclusive responsibility of the purchaser.

3.2. When the net is installed or placed on a second net, the nets must be fixed in place to prevent degradation of the net resulting from friction over time.

3.3. In sewn products – It is essential to ensure that the seam faces outward, to prevent contact of the seam with building elements.

3.4. The Company's product Warranty is in effect only during the Company Warranty Period, and subject to report of the complaint in writing to the Company no later than 30 days from the date of discovery of the product fault, to which the following is attached: the delivery slip, product samples, and a precise detailed description of the fault, or any other product-related information requested by the Company. It is hereby clarified that the Warranty is not in effect if not attached by the documents specified in this

paragraph hereinabove.

3.5. A condition of the Company's Warranty is a declaration of the buyer consenting to an immediate inspection of the fault by the Company or an expert on behalf of the Company.

3.6. The Company reserves the exclusive right to decide whether said fault is subject to its liability and if the Product will be repaired, in entirety or in part, or replaced, under the Warranty.

## Limit of Warranty

4. The Company's Warranty applies subject to the following conditions:

4.1. The Company's Warranty is limited to the value of the Product/goods as stated on the purchase invoice (hereinafter, "the Product Value"), and decreases each year (or a relative part thereof) by a percentage of the product value, as specified in the table in Appendix A, commencing on the purchase date.

4.2. The Company's Warranty does not apply to expenses, shipment costs, and/or ancillary damage, including but not limited to damage to third parties. The Company will not be liable for any consequential, direct, secondary, or indirect damage, or for any damage of any kind resulting from a defective product or delay in shipment or cancellation of shipment or any other manner, and will not bear any liability for loss of income, loss of profit, damage to the buyer's property, loss of time or labor, discomfort, or other damage or loss of any kind whatsoever, including losses and/or damage caused due to the replacement or repair of the Product by the Company.

4.3. In any case, the Company's liability is limited to the damage specified in paragraph 1 alone, subject to all law. The liability specified in this Warranty, together with the order form, constitutes the Company's exclusive sole liability, and the Company will not bear any additional liability of any kind, whether explicit or implied, unless the Company made an explicit undertaking in writing or is obligated to so do by law.
4.4. The Company's liability is conditional upon full payment of the consideration for the Product, and will apply exclusivity to Product buyers.

4.5. Replacement or repair of the Product as specified above will be considered fulfillment of the Company's obligations under this Limited Warranty, and product buyers will have no additional claims concerning the Product and/or the Company.

4.6. This Warranty does not constitute a substitute for and is not intended to be used in lieu of insurance against damage. Purchase of said insurance is the responsibility of the customer and at the customer's expense. Appendix A

Product Category	Company Warranty (in years)	Annual % decrease in product value deducted from Warranty
Shade nets - Black	8	12.50%
Shade nets – Economic black	3	33.33%
Shade nets - Decorative	5	20.00%
ChromatiNet® Red	3	33.33%
ChromatiNet® Pearl, Silver	5	20.00%
Protective nets -Mesh / Leno	5	20.00%
Optinet 40, 50 mesh	5	20.00%
Aluminet "I"	5	20.00%
Aluminet "O"	4	25.00%
IC screens	5	20.00%

Ginegar Plastic Products