

June 2018

## **LIMITED WARRANTY** **Mulch films**

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.

### TERMS OF USE

Manufacturer's general terms & conditions of supply and delivery apply.

If the following Warranty Disclaimer and Limitations of Remedies are not acceptable, return unused film within 30-days to the seller for a full refund of purchase price paid. Otherwise, use by BUYER or any other user constitutes acceptance of the Warranty Disclaimer and Limitations of Remedies.

**Manufacturer** warrants its products to be free from defects in materials and workmanship at the time of purchase.

### LIMITED WARRANTY COVERAGE PERIOD

This Limited Warranty ends twelve (12) months after BUYER's purchase of FILM. Any action to enforce this limited warranty shall not be commenced more than 90 days after the expiration of the warranty coverage period designated above.

### WARRANTY DISCLAIMER

Other than set forth above, **Manufacturer** makes no other express or implied warranty of merchantability or fitness for a particular purpose or any other express or implied warranty.

Film is affected by the manner of installation and application, intensity and duration of exposure to environmental conditions, particularly UV radiation, as well as the type and quantity of chemicals used in the agricultural process. For these reasons, **Manufacturer** disclaims all responsibility for field usage and longevity of film in the

**Ginegar Plastic Products Ltd**

Kibbutz Ginegar 3658000, Israel

T. +972 46544222 ) F. +972 46547947

export@ginegar.co.il ) [www.ginegar.com](http://www.ginegar.com)



Knowing your needs  
empowering your growth

## 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.

## Governing Law

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.

### **Ginegar Plastic Products Ltd**

Kibbutz Ginegar 3658000, Israel

T. +972 46544222 ) F. +972 46547947

export@ginegar.co.il ) [www.ginegar.com](http://www.ginegar.com)



Knowing your needs  
empowering your growth

---

**Ginegar Plastic Products Ltd**

Kibbutz Ginegar 3658000, Israel

T. +972 46544222 ) F. +972 46547947

export@ginegar.co.il ) [www.ginegar.com](http://www.ginegar.com)



Knowing your needs  
empowering your growth

---