



Limited
Warranty

LATERALS

metzer

LIMITED WARRANTY CERTIFICATE FOR LATERALS

1. This Limited Warranty Certificate is an integral part of the commercial transaction pursuant to which Metzerplas Industries Limited and/or any of its subsidiaries or affiliates ("Metzerplas") provides products or related goods (the "Products") to an entity that purchased the Products directly from Metzerplas (the "Buyer"), to be used by the Buyer and\or sold by the Buyer directly to its customers ("Buyer Customers").
2. Subject to the restrictions and limitations detailed in this Limited Warranty Certificate below, during the applicable period as set out in Annex A hereof, with respect to the relevant Product, which period is counted from the date of original sale of the relevant Product to Buyer (i.e. - the date on which Metzerplas provided the Buyer with the Product in accordance with the transaction's delivery terms (the "Warranty Period")), Metzerplas will make commercially reasonable efforts, at Metzerplas' sole option and discretion, to either (i) attempt to correct a Defect in a component of the Product that was manufactured by Metzerplas; or (ii) replace the Defective part. Notwithstanding anything to the contrary, (i) Metzerplas' sole liability and Buyer's sole remedy is that Metzerplas will attempt, at Metzerplas' option, to correct the Defect or replace the Defected component, and (ii) any right granted under this Limited Warranty Certificate is only granted with respect to the Product, as defined above and not with respect to any other product or item.

As used herein, "Defect" may only include a material malfunction in a Product manufactured by Metzerplas, solely to the extent that such malfunction resulted from a material deviation from the specification relating to such Product, as determined by Metzerplas, and provided that such malfunction has resulted solely from the manufacturing process at Metzerplas' plant.

3. Metzerplas' attempt to repair a Defect or replace a Product, as specified in section 2 above, is subject to all of the following preconditions:
 - 3.1. Metzerplas receives from the Buyer, within the Warranty Period, and no later than 14 days from the discovery of the alleged Defect ("Notice Period"), a written notice describing the alleged Defect;
 - 3.2. The Product was purchased by Buyer or by an authorized distributor of Metzerplas, directly from Metzerplas;
 - 3.3. During the Notice Period, Buyer has enabled and allowed Metzerplas prompt opportunity to examine the Defective Product, at Metzerplas' discretion, by either (i) return of a sample of the alleged Defective Product, at Buyer's expense, in order to enable to Metzerplas diagnose the Product and he Defect; (ii) grant of full access to Metzerplas to inspect the Product on site. If Buyer does not follow the foregoing actions, in accordance and full compliance with Metzerplas' instructions, the warranty shall be void; and

3.4. In any event, Metzerplas' responsibility and liability shall immediately expire, for all intents and purposes, upon the end of the Warranty Period specified above

4. Notwithstanding anything to the contrary and without derogating from any other limitation, restriction and/or disclaimer, it is clarified that this Limited Warranty Certificate shall not apply and Metzerplas will not have any responsibility, liability or obligation, in any of one of the following circumstances, cases or events -

4.1. The Product was not manufactured by Metzerplas, even though it has been purchased from Metzerplas.

4.2. Product that is (i) modified and/or altered and/or not maintained in accordance with Metzerplas' maintenance recommendations as may be published and updated by Metzerplas from time to time, and/or (ii) operated in a manner other than as specified by Metzerplas, and/or (iii) treated with abuse, negligence or other improper treatment (including, without limitation, use outside the recommended environment), and/or (iv) not used or has not been installed in accordance with Metzerplas' specifications and installation instructions for the recommended purpose as may be published and updated by Metzerplas from time to time.

4.3. Defect, problem, fault, error and/or deterioration in the Product arising from (i) any act and/or omission of Buyer and/or of any user of the Product and/or of any third party whatsoever (including any Buyer Customer) and/or (ii) transit, carriage, transportation, loading or unloading of the Products, (iii) incorrect use of the Product by Buyer and/or by any user of the Product (including any Buyer Customer) and/or by any third party whatsoever and/or (iv) improper storage, misuse, accident, neglect, alteration, tampering, use in conjunction with parts, products or service which have not been approved by Metzerplas and/or from catastrophe and/or from any causes external to the Product.

4.4. Defect, problem, fault, error and/or deterioration in the Product arising from any event of natural calamities and/or force majeure including, without limitation, war, invasion, act of foreign enemy, terrorism, hostilities (whether war be declared or not), civil war or strike, rebellion, lockouts or other industrial disputes or actions, acts of God, acts of government or other prevailing authorities or defaults of third parties, storms, temperatures, flooding, gales, snow, landslides, fire, hailstorm, lightning, earthquakes, electrical or power failures or outages or power surges or electrical spikes, or damage due to freezing or mechanical damage, failure of energy or water supply.

4.5. Defect or deterioration in the Product arising or resulting from any item, product, deliverable or system not manufactured by Metzerplas.

4.6. Defect or deterioration in the Product arising from normal wear and tear.

4.7. Defect, problem, fault, error and/or deterioration in the Product that are not attributable entirely to Metzerplas.

4.8. If irrigation water has not been filtered or treated to the levels specified for individual components of the product by Metzerplas and/or if operating pressures are not within the limits specified by Metzerplas.

4.9. Where chemical concentrates are used or applied internally or externally to the Product and/or where damage, plugging or clogging is caused by insects, rodents or other animals and/or by the quality of the water or improper treatment of the water and/or from incorrect pressure, incorrect treatment, inadequate filtering, root penetration, mechanical damage, burning holes under plastic, etc.

Any part normally consumed in operation, or which has a normal life, inherently shorter than the Warranty Period, shall not be considered defective merely due to its consumption or failure prior to the end of the Warranty Period.

5. Any removal and/or installation or associated costs for removal and/or installation (e.g. cost of labor necessary to install, examine, or remove any defective Product or to install any replacement product, including replacement product provided pursuant to this Limited Warranty Certificate), are specifically excluded from this Warranty.
6. No agent, distributor or representative of Metzerplas has authority to waive, alter or add to the provisions of this Limited Warranty Certificate, to bind Metzerplas or to make any representation or warranty on behalf of Metzerplas that is not contained herein and/or to extend this Limited Warranty Certificate to anyone other than Metzerplas' authorized representative. Buyer is not allowed to provide a Buyer Customer with any warranty or promise beyond those expressly set out in this Limited Warranty Certificate or contrary to the terms of this Limited Warranty Certificate.
7. Buyer expressly acknowledges and agrees that any order issued by the Buyer for Products and/or any receipt of Products by Buyer and/or any use thereof by Buyer or by a Buyer Customer, constitutes full and express agreement on the part of the Buyer and on the part of the Buyer Customers to any and all of the terms and conditions referred to in this Warranty, even if Buyer and Buyer Customer did not sign this certificate.
8. Notwithstanding any other provision of this Limited Warranty Certificate and notwithstanding any provision of any applicable law, it is hereby expressly acknowledged and agreed by Buyer that –
 - 8.1. This Limited Warranty Certificate is given in place of any and all other expressed or implied warranties and Metzerplas makes no express or implied representations or warranties whatsoever regarding the use, performance, operation or support of any Product and/or any part and/or component thereof. Buyer expressly acknowledges that other than as expressly set out in this Limited Warranty Certificate, Metzerplas disclaims all conditions of quality and all warranties, express and/or implied, including, without limitation, warranties of title, noninfringement, satisfactory quality, merchantability and/or fitness for a particular purpose and that any Product and/or any part and/or component thereof is delivered on an "as is" "as available" basis and that the use of any Product shall be at Buyer's sole risk; and
 - 8.2. Neither Metzerplas nor any of its employees, directors, officers, agents or representatives, shall be liable for any consequential, indirect, moral or exemplary damages incurred by Buyer and/or by any user of the product of any nature whatsoever, and/or for loss of profits or revenues, anticipated savings, loss of data or associated equipment, cost of capital, injury to property or any other economic losses, regardless of whether Buyer and/or any user of the Product shall be advised, shall have other reason to know or in fact shall know of the possibility of the foregoing.
 - 8.3. In no event shall Metzerplas or any of its employees, directors, officers, agents or representatives, be liable towards any third party. Buyer will be entitled to invoke this Limited Warranty Certificate on behalf of Buyer Customers, it being clarified that no Buyer Customer may raise any claim directly against Metzerplas, but only through Buyer and subject always to all of the limitations, restrictions and terms of this Limited Warranty Certificate.
 - 8.4. In no event shall Metzerplas be liable under this Limited Warranty Certificate with respect to a given Product for an amount greater than the amount actually paid by the Buyer to Metzerplas for such Product.

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8.5. The foregoing exclusions and disclaimers are an essential part of the engagement between Metzerplas and Buyer and they form the basis for determining the price charged by Metzerplas, all of which are relied upon by Metzerplas and without which Metzerplas would not have entered into a transaction with Buyer and would not have sold any Products to Buyer.

9. This Warranty shall be subject to, and shall be exclusively governed by, the laws of the country in which the Products are manufactured by Metzerplas, to the exclusion of its conflict of law rules. Any dispute arising out of or in respect of this warranty shall be subject to the exclusive jurisdiction of the courts in the country in which the Products are manufactured by Metzerplas.
10. Buyer represents and warrants that it has carefully read this Warranty, knows the contents thereof, and agrees to it at its own free will, act, and deed. Buyer further represents and warrants that it has obtained legal advice from its attorney(s) in connection with this Warranty prior to executing it. In the event of any question or dispute under this Warranty, Buyer agrees that the terms of this Warranty shall not be construed against the drafter, but shall be neutrally construed as though both parties were the drafter.

ANNEX A

Product	Wall Thickness (mm/mil)	Period (months)
ADI (16,20 mm diameters)	0.9/36	48
	1-1.25/40-50	60
IDIT (16 mm diameter)	0.9/36	48
	1-1.1/40-44	60
SUPER COMPACT (16 mm diameter)	0.65/26	36
VERED (16-25 mm diameters)	0.6/24	36
	0.9/36	48
	1-1.25/40-50	60
VARDIT, INBAR, ASSIF (16-25 mm diameters)	0.4/16	24
	0.6/24	36
	0.9/36	48
	1-1.25/40-50	60
LIN (12-25 mm diameters)	0.15-0.25/6-10	i.e. 12*
	0.3-0.4/12-16	24
	0.5-0.6/20-24	36
	0.9/36	48
	1/40	60
MINI LIN (12-25 mm diameters)	0.15/6	12
	0.2-0.25/8-10	i.e. 12*
	0.3-0.4/12-16	24
	0.5/20	36
MICRO LIN (12-25 mm diameters)	0.15/6	i.e. 12*
	0.2-0.25/8-10	12
GALI PC/PCND		48

- * The warranty period for Laterals with wall thickness of 6mil/0.15mm, will not exceed 6 months following field installation