

Jiggly Greenhouse Poly Film Warranty

Film type	Apex Poly Grow Film
Catalogue number	POLY-6M-APEX
Conditions of Exposure	120-180 Kly
Warranty period UV Resistance	3 Years at 160-180 Kly 4 Years at 120-140 Kly

Subject to the terms and conditions herein, the films are warranted by the **Manufacturer** only against premature failure caused by manufacturing defect (as set out below) or UV degradation (film's tensile at break has fallen below 12 N/mm²), for the above warranty period. The starting date of the warranty period begins at time of delivery to the end user and as long as the product was stored properly for a period of no greater than 12 month..

Manufacturing defects are only:

- ✚ Rolls shorter than stated length or width
- ✚ Splits that occurs on the folds
- ✚ Premature UV degradation

Expressly excluded from this warranty are the following:

- ✚ Damage or failure caused to films handled, stored or installed in manner different to the guideline set out in **Annex A** hereto.
- ✚ Physical fatigue resulting from single layer application or improperly installed double layer installation.
- ✚ Degradation caused by chemicals contamination.
- ✚ Physical damage or failure caused by meteorological condition such as severe weather, including, without limitation cold or hot weather, snow, ice, hail or wind damage.
- ✚ Damage failure caused by any alteration or modifications made to our film.
- ✚ Damage or failure caused by the application of chemicals in excess of the amount permitted by the Conditions of Exposure for this film, as listed above

Other than warranties expressly provided above, no warranty of any kind is made by the Manufacturer to the customer or anyone else. Without derogating from the foregoing, no warranty is offered and no liability is undertaken in respect of merchantability or fitness for any particular use or purpose. Further, the Manufacturer shall not be liable for any loss of use, sales or profit, or for direct or indirect, consequential or incidental damages caused by or suffered as result of the sale or use of the film. In addition, the Manufacturer shall not be obliged to indemnify customer for (i) cost of removal of damaged or defected film from customer's site and its delivery to Manufacturer, and/or (ii) delivery of new film from Manufacturer to customer and its installation at the site. In no event shall the Manufacturer's liability for any claims by customer relating to the film, including but not limited to defect claims, claims of bodily injury, and claims of property damage, exceed the purchase price paid by said customer.

In the event of Premature UV degradation (film's tensile at break has fallen below 12 N/mm²) during the warranty period, the customer's exclusive remedy is a Manufacturer discount on the purchase from the Manufacturer of a replacement film, as follows:

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

Where:

A% = discount percentage

D = warranty period (as noted above), in months

U = Time (in months) elapsed from delivery date of the film to the customer and until the time of failure.

Any claim by the customer must be made in accordance with the Manufacturer's terms as set in **Annex B** hereto.

The warranty is being provided by the Manufacturer and may not assign or transfer any of its rights herein to a third party.

This warranty shall be exclusively governed by the laws of State of Israel (without giving effect to any of its conflict of law rules). The courts of Israel shall have exclusive jurisdiction in connection with any dispute relating to, or arising from, the purchase or use of the film or this warranty.

Annex A

Handling of film

Film Storage: Greenhouse films should not be stored for more than 12 months and must be stored horizontally on a smooth and dry surface. The films must be kept indoors in a cool place and protected from direct sunlight. Films should be stored in their original wrapping.

Mechanical damage: failure due to mechanical damage of any kind, including impact, puncture, scratches, tear, contact with sharp edges of the greenhouse structure etc. is expressly excluded from this warranty.

Effect of the elements: failure due to strong wind, hail, storm or any other extreme weather conditions is expressly excluded from this warranty.

Overheating the film has an adverse effect on its lifetime. Hot air should be directed away from the film.

Exposure to chemicals: exposure of greenhouse films to chemicals has an adverse effect on the lifetime of the film. Avoid excessive use of agrochemicals such as pesticides, herbicides, fungicides and fertilizers. Take measures to prevent direct contact of chemicals to the film. Ensure that metal structures are galvanized and are free from corrosion. When wooden structure parts are used, avoid contact of the film with resin, oil, petroleum or volatile preservatives. Prevent contact of the film with PVC accessories. Avoid the use of chemicals containing halogens, sulfur, Chlorine, copper, and iron, (known to accelerate the degradation of greenhouse films). When gases are used to disinfect the soil, the treated soil must be covered with a film for a minimum of three weeks. After the film is removed, the greenhouse should be ventilated.

Specifically, if the following elements are found at levels higher than specified, the films are excluded from this warranty:

Sulfur: max 100 ppm,

Chlorine: 15 ppm

Iron: 50 ppm

Installation instructions

Preparation of the greenhouse

- Make sure that all the parts of the greenhouse are strong and in good condition.
- Make sure that no parts of the greenhouse have sharp edges.
- Make sure that all metal parts are free from corrosion. Use only galvanized steel of high standard (e.g. BS 2989 or French Class C).
- Warranties are UV only and essentially for anywhere on the film that's not touching wood or metal.
- It is the responsibility of the customer to verify the suitability of the specific type of film for their particular purpose.

Installing the film

- The film should be installed during mild weather, no wind, temperature 15°C - 25°C.
- Avoid dragging the film or rolling it on the ground.
- The film should be stretched firmly, sufficient to avoid flapping, without over-stretching. Re-stretch the film after it heats up.
- The roof and curtains must be installed at the same time.

Protecting the film

- When shading nets are used, make sure they are secured and do not abrade the film.
- The film should be re-stretched periodically.
- Ventilate the greenhouse between crops.

Annex B

Handling of Warranty Claims

To make a warranty claim, the customer must provide the following information:

- Type of film, dimensions, complete printed code on the film, date supplied, date installed, date when problem was noticed, type and condition of structure, crops, pesticides used and their frequency, quantity of films that failed, which part of the film failed, any other relevant information
- A sample of at least 1m² must be sent to the manufacturer for evaluation from the impacted area of the film.
- The Manufacturer and its representatives must be allowed to inspect the site where the film is installed, and be provided with all relevant information, as condition precedent to any warranty claim.