

SILAGE / GRAIN BAGS WARRANTY

| | |
|------------------------|---|
| Silage Bag type | Black /White Silo bags |
| Catalogue number | E1919 |
| Conditions of Exposure | Up to 160 KLy; No chemicals |
| Warranty period | <p>Silage bags: 1 season use of the bag, and in any event no more than 12 months from date of purchase.</p> <p>Dry Grain; 2 seasons of use of the bag, and in any event no more than 24 months from date of purchase for Ensilage (Silage).</p> |

Subject to the terms and conditions herein, the pre-folded silage bags / grain bags are warranted by A.A. Politiv (1999) Ltd. (“**Politiv**”) only against failure occurring during the warranty period due to defective materials. The warranty herein does not extend to a bag failure due to any other causes, including, without limitation, degradation or failure caused by chemical degradation, alterations or modifications made to the bags, or damage caused to the bags by animals, rodents, pests, birds etc.

IF A SILAGE BAG / GRAIN BAG DEFECTS WITHIN THE WARRANTY PERIOD, THE SOLE AND EXCLUSIVE RESPONSIBILITY OF POLITIV WILL BE TO REPLACE SUCH DEFECTIVE SILAGE or GRAIN BAG AND IN ADDITION TO PROVIDE A SINGLE FREE SILAGE BAG OF EQUAL SIZE AND OF EQUAL WARRANTY.

The warranty herein shall only apply to defected bags if they are filled with forage materials and used in accordance with the instructions of use given by Politiv, its representatives or distributors.

Any claim by customer for defect must be made within thirty (30) days from when the defect is discovered or reasonably should have been discovered. Customer shall provide Politiv photographs of the failure point clearly identifying the problem area and a photograph of the entire bag with Politiv's logo. Customer will also provide a cut out sample of the bag (approximately two (2) square feet) with the failure point approximately centered.

This warranty is expressly in lieu of all other warranties, and no representations or warranties, express or implied, are given by Politiv, except as expressly set forth herein. Without derogating from the foregoing, there are no warranties for merchantability or fitness for any particular use or purpose. For avoidance of doubt, except for replacement of defected silage bag and delivery of an additional free silage bag, as indicated above, Politiv shall not be liable for any loss caused to customer, including, without limitation, for loss of products, economic loss, or for consequential or incidental damages caused to the customer.

The silage / grain bags are being sold to customer based on that customer fully agrees to this warranty and its terms. The warranty is being provided by Politiv only to the original customer.

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 silage bags and/or this warranty.