

Warranty Certificate For Elgo Products

Elgo Irrigation Ltd., of Caesarea, Israel ("**Elgo**"), hereby warrants to the distributor of its products (the "**Buyer**") that the products manufactured by Elgo ("**Products**"), will be free of defects in workmanship and materials and will operate materially in accordance with their approved specifications, during a Warranty Period of 2 years, starting upon ex-factory shipping date; all subject to the provisions specifically and expressly set forth herein:

1. Warranty claims must be presented to Elgo within 15 days after discovery of a defect. Buyer will enable Elgo to inspect the defective Products prior to return, and will provide samples if required.
2. The Warranty liability is limited to supply of good Product units against return of defective units, during the Warranty Period.
The Warranty does not cover the cost of any services, work or materials that may be required for the replacement of defective Products with good Products at the site of installation.
3. Elgo shall have no obligation under the Warranty to supply replacing Products if the defect is a result of any of the following: normal wear and tear; defects occurring after delivery that are not attributable to the manufacturing work and materials; accidents or force majeure events or other external forces; fault, negligence or improper storage, installation, application, maintenance or use of the Products, or unauthorized repair attempts; application of pressure or mechanical forces in excess of reasonable limits; exposure to undue or extreme (natural or man-made) environment conditions.
4. No warranty shall apply to any shipment of Products if the Buyer does not comply with the payment terms.
5. The Warranty liabilities of Elgo are and shall be limited to the express foregoing terms. All other warranties are specifically disclaimed and excluded. Elgo shall not be liable for loss of business, loss of income or profits or loss of use; and shall not be liable for indirect or consequential damages; that are caused by or suffered as a result of the sale or use of the Products, even if Elgo is notified or is aware of the possibility thereof.
6. The law of the State of Israel shall govern this Warranty, as it applies to agreements made and performed in Israel, without regard to "choice of law" provisions. The courts of Israel (in the city of Haifa) will have exclusive jurisdiction over all claims arising out of or relating to this Warranty.

Date: _____

Elgo Irrigation Ltd.