Warranty

This express limited warranty (this "Warranty") covers only the products of [Rivulis Irrigation Inc.]("Rivulis") used for agricultural and horticultural irrigation and mining purposed (the "Products"), specifically outlined in the applicable product information provided to the Customer (defined below) by Rivulis. This Warranty is only valid for Products and Services that were paid in full in accordance with the agreed payment terms.

This Warranty provides coverage only to those persons and/or entities who purchase the Products from vendors authorized by Rivulis, in its sole discretion, to resell the Products (each an "Authorized Rivulis Dealers", and collectively the "Authorized Rivulis Dealers") and to persons and/or entities who directly purchase the Products from Rivulis (the "Customer(s)").Rivulis liability under this Warranty is solely for defects caused during the manufacturing process of the Products. 'Manufacturing process' includes the manufacturing of the Products, the packaging process and the storage of the Products at Rivulis facilities. In case according to the commercial agreement with the Customer, Rivulis is responsible for the delivery, then this Warranty will also cover defects caused during such delivery, according and subject to the specific terms and of delivery agreed by the parties.

Rivulis warrants that its Products will be free from defects in material and workmanship for the duration of the applicable warranty period of each Product Category stated below, from the date of delivery from Rivulis to the Authorized Rivulis Dealer and/or, in case of direct purchase from Rivulis, directly to the Customer, all under normal use and service, and unless (1) otherwise specified by and subject to the terms and conditions of any warranty supplements pertaining to specific Products, and (2) expressly disclaimed by Rivulis.

Within the applicable warranty period, Rivulis will, at its sole discretion, repair or replace part or all of a defective Product, or refund pro-rated or the entire original purchase price subject to terms hereunder, if any part proves to be defective in material or workmanship, after return of such product at customer's expense and after such return has been authorized in writing by Rivulis. Remedies provided in this section shall be the only, exclusive and sole remedy against Rivulis of the Customer.

Claims must be made to Rivulis in writing within fifteen (15) calendar days of the time the defect becomes apparent, whether by contacting an Authorized Rivulis Dealer or in case of direct purchase, or notifying Rivulis directly in writing, and in any event within the warranty period. Together with the notice of claim, the Customer shall allow Rivulis or Rivulis' representative, in writing prompt opportunity to examine the defective product, at the discretion of Rivulis, by either (i) return of the alleged defective Product to Rivulis at Customer's expense; (ii) grant of access to Rivulis or a Rivulis representative, as the case may be, to inspect the Product on site. The warranty shall be void unless the Customer delivers the defective Product to Rivulis per the instructions of Rivulis as aforesaid or if the Customer does grant Rivulis access to inspect the Product on site. Any such claim must be accompanied by original Customer purchase receipt and delivery receipt.

All substantiated warranty claims are limited to the repair, replacement or refund of the defective Product as stated herein. 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 express limited warranty),are specifically excluded from this Warranty and will not be covered by Rivulis. Accessory parts required to perform or complete warranty repairs are not covered under the terms of this Warranty.
This warranty applies only to Products branded and/or sold under the Rivulis [and/or Eurodrip, NaanDan, NaanDanJain, or Jain] name and does not apply to any other items, unless expressly specified below.

If the specific warranty period for a Product is longer than twelve months, and Products are replaced under this Warranty after the lapse of such 12-month period, the Customer will pay a prorated share of the then current purchase price of the replacement Product, equal to the ratio between the period that has passed prior to replacement and the full warranty period. The same will apply to refund.

Except as expressly set forth in this Warranty, no other warranties are made with respect to the Products and Services. Rivulis expressly disclaims all warranties not stated herein, including but not limited to any implied warranty of merchantability or fitness for a particular purpose and/or warranty of title, and/or guarantee of products features, and/or warranty that the specification of the Products will be constant through the lifetime of the Products.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state and country to country. Some states /countries do not allow exclusion or limitation of certain liabilities, so the above limitations or exclusions may not apply to members of such states or countries.

Rivulis reserves the right at any time and without prior notice to alter its Products and Services, the range of Products and Services, the Product manuals, pricing and this Warranty, without creating any liability whatsoever to Rivulis, including without limitation, for the obsolescence of Customer inventory.

Requests for technical assistance and spare parts can be made directly to the nearest Rivulis office or the nearest Authorized Rivulis Dealer. Any technical assistance furnished by Rivulis with respect to Products covered by this Warranty shall be furnished without any warranty whatsoever, and will be given and accepted at the Customer's sole risk.

Warranty Period

RIVULIS, EURODRIP, NAANDAN, NAANDANJAIN, OR JAIN BRANDED THIN, MEDIUM AND HEAVY WALL DRIP LINE, AND DRIP TAPES AND LDPE BLIND PIPE.

BY WALL THICKNESS

Product	Warranty Period (Non-Mining Approved Applications)	Warranty Period (Mining)	Warranty Period (T-Tape LT & ECO Tape)
4 - 5 mil	6 Months	Not Recommended for use in this application	3 Months
6 – 10 mil	1 Year	Not Recommended for use in this application	6 Months
12 - 18 mil	2 Year	1 Year	1 Year
19 – 34 mil	3 Years	1 Year	-
35 mil and larger	5 Years	2 Years	-

Heavywall Driplines and polyethylene* tubing with a wall thickness of 35 mil or greater are warranted as above and environmental stress cracking for 10 years.

*Does not include oval hose, micro tubing, IPS (flexible riser).

BRANDED PRODUCTS ONLY

Branded products are any products that contain the mark Rivulis, Eurodrip, NaanDan, NaanDanJain, or Jain:

Product	Warranty Period (Non-Mining Approved Applications)
On-Line drippers, Sprayers, Micro-Sprinklers, Misters and Foggers (except Green Spin and Super Green Spin)	3 Years
Green Spin and Super Green Spin	2 years
Impact Sprinklers & Rotor Sprinklers	2 years
Layflat	2 Years
Oval Hose	2 Years
Metal Filters, Plastic Filters, Media Filters, Strainers, Sand Separators, Fertilization Tanks	2 Years
Fittings / Connectors for drip lines and PE hose	2 Years
Air Valves	5 Years
Control Valves V2500 and V3500	5 Years
Control Valves (except V2500 and V3500)	2 years
Irrigation controller C4500, C4100, C4100 ECO, C4100 Climate, C3500	1 year
Fertigation machines C1100, C6100, C7100, C8100 and C9100	1 year

Non Rivulis, Eurodrip, NaanDan, NaanDanJain, or Jain branded products

Product	Warranty Period (Non-Mining Approved Applications)
Air Valves	5 years
Ball & Butterfly Valves	2 years
Valves	1 year
Fittings	1 year
Injectors	3 years

EXCEPTIONS TO WARRANTY

The following items are specifically excluded from any warranty coverage:

1. Installation or use of Products not in accordance with their specifications and/or manuals and/or other instructions provided by Rivulis, including, but not limited to, use in a non-agricultural, non-mining or non-horticultural irrigation applications, use in conjunction with any other product not manufactured or supplied by Rivulis, or product that is otherwise improperly installed;

   Notwithstanding this Section 1, drip lines with flap outlets are designed for under the soil installation and usage only. In the event such drip lines are used above ground for any reason, damage is not covered by this Warranty.

2. Product not purchased directly from Rivulis or an Authorized Rivulis Dealer;
3. Any damage or default caused by using the Products in combination with other products against Rivulis' recommendations or products that are not otherwise compatible to Rivulis Products;
4. Products subjected to any alterations, modifications, or repairs that are attempted by anyone other than an authorized Rivulis employee or an Authorized Rivulis Dealer;
5. Damages or plugging resulting from insects, rodents or other animals; incorrect pressurization; improper treatment or inadequate filtration of water to the specific application and Product components; mechanical damages; root intrusion; burn holes from using products under clear plastic mulch; incorrect power (current, voltage and/or frequency) or use with improper or faulty electronic components;
6. Mechanical damages, including but not limited to mechanical installation of the product or use of mechanical equipment and devices in proximity to said Products, misuse of products not sold or manufactured by Rivulis, but used in conjunction with the Products;
7. Damages due to use of chemicals, either naturally occurring or synthetically created, in concentrations above Rivulis recommended levels;
8. Damages caused by using pressures beyond operating and flushing pressures specified for the Products.
9. Any labor for installation or removal of any Product, including: any removal for purposes of inspection or determination of whether any defects exist, for any costs incurred for labor or services in connection with the inspection or removal of any Product, and/or for installation of a replacement Product;
10. Product that has been subjected to improper operation, abuse, misuse, mishandling, accident, neglect, or failure to follow the manufacturer's instructions;
11. Inadequate maintenance, use of non-original spare parts;
12. Damage caused by normal wear and tear;
13. Damage or loss as a result of, or during, shipping (unless it was agreed by the parties that the delivery will be made by Rivulis);
14. Damage or loss as a result of, or during, unloading the Products after delivery; and
15. Acts of nature, accidents, or other causes beyond the control of Rivulis or other force majeure events, including but not limited to extreme weather conditions, fire, earthquakes, electrical or power failures, failure of energy or water supply, strike, rebellion, lockouts, war, terrorism, pandemic, etc.
16. Rivulis is not liable to its customers, vendors or any other person or entity for reimbursement, contribution, express or implied indemnity, subrogation, or repayment of damages for which the claimant is held responsible to another.
17. This express limited warranty is not transferable and does not extend to those persons or entities which did not directly purchase this product from Rivulis or from Authorized Rivulis Dealer.

Warranty

SPECIAL NOTES REGARDING CERTAIN PRODUCTS AND SERVICES

- **Rivulis Defend** contains low dose of active insecticide which is designated to protect the drip tapes / drip lines from insects causing them damage. Rivulis Defend is warranted to contain the active insecticide for the duration of the drip tape / drip line warranty period (subject to proper use and ordinary wear and tear). To the extent consistent with applicable law, Rivulis makes no other warranties, express or implied, of merchantability or of fitness for a particular purpose or otherwise, that extend beyond the statements made under this Warranty or on the Rivulis Defend label. Without derogating the above, although tested by Rivulis to prove efficiency in preventing insect damages, Rivulis Defend cannot guarantee any certain level of control on or prevention of insects' damage to the drip tape / drip line, and shall not be liable in any way for any damage caused to the drip tapes /drip lines by insects.

  Some naturally occurring insect biotypes resistant to the Rivulis Defend product and the insecticide may exist through normal genetic variability in any insect population. The resistant individuals can eventually dominate the insect population if the Rivulis Defend insecticides are used repeatedly. Occurrence of resistant individuals is difficult to detect prior to use and Rivulis accepts no liability for any losses that may result from the failure of Rivulis Defend to control resistant insects. The user should seek advice and monitor performance. Resistance management strategies can be used - for further information contact your local supplier, Rivulis representative. Rivulis Defend does not protect the crop or crop parts from insect damage; Rivulis Defend only designed to protect itself from insect damage. For full information about the specification of Rivulis Defend and for safety instructions regarding the use of Rivulis Defend please refer to the product Safety Materials included with the Defend products.

- **Rivulis D5000 CX** contains copper oxide in certain levels in order to reduce root intrusion. D5000 CX is warranted to contain copper oxide for the duration of the drip lines standard warranty period (subject to proper use and ordinary wear and tear) however Rivulis does not guarantee any certain level of reduction of root intrusion.

- **Irrigation Design Services and Other Services**
  Rivulis may provide Customers from time to time, with certain ancillary and/or complimentary services, such as irrigation design services, crop monitoring services, and professional opinions and recommendations ("Services"). Such Services are provided subject to Rivulis standard terms and conditions and may also be subject to further written agreements with the Customer.

  No specific warranty is provided with respect to the Services and the Services provided "As–IS". Customer should use such Services, including the design services, at its sole risk.

  Before implementing any irrigation plan/design and or crop monitoring or other advice or recommendation provided by Rivulis or by anyone on Rivulis behalf ("Service Deliverables"), Customer must check and verify all relevant data and content appearing therein, including the applicability of any irrigation design to the Customer needs, the applicability and compatibility to the implementation of any irrigation components not supplied by Rivulis, and the applicability and compatibility of any irrigation design to the local agronomic and climate conditions.

  Rivulis does not guarantee that the Services and the Services Deliverables will be errors or omissions free and will not be liable for any damage arising out of or in connection to any errors or omissions of the Services and the Services Deliverables.

  In case of special projects, Rivulis' liabilities and warranties will be in accordance with the specific written agreements that will govern the relationship concerning such projects.

THE REMEDIES UNDER THIS LIMITED WARRANTY ARE EXCLUSIVE. THE WARRANTIES EXPRESSED HEREIN ARE THE ENTIRE WARRANTIES OF RIVULIS FOR ITS PRODUCTS AND SERVICES DESCRIBED ABOVE AND ARE IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, ORAL OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES PROVIDED HEREIN SHALL BE THE EXCLUSIVE AND SOLE REMEDY OF THE CUSTOMER. NO AGENT, REPRESENTATIVE, DEALER, DISTRIBUTOR, SERVICE COMPANY, OR OTHER PARTY IS AUTHORIZED TO CHANGE, MODIFY, OR EXTEND THE TERMS OF THIS WARRANTY OR TO MAKE ANY REPRESENTATION OR WARRANTY NOT CONTAINED HEREIN. RIVULIS, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, PARENT OR AFFILIATED COMPANIES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS SHALL IN NO EVENT BE LIABLE

FOR INJURY TO ANY PERSON, OR FOR ANY CLAIM FOR DAMAGE, HOWEVER ARISING AND ASSUMES NO LIABILITY FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY TYPE RESULTING FROM THE USE OR INABILITY TO USE OF ITS PRODUCTS OR SERVICES OR THE BREACH OF ANY EXPRESS WARRANTY, WHETHER OR NOT FORESEEABLE. ALL CONSEQUENTIAL EXPENSES, INCLUDING LOSS OF USE, LOSS OF SALES OR PROFITS, LOST SAVINGS, LOSS OF SALES, CROP LOSS OR DAMAGE TO CROPS, OPERATING COST, CONTINGENT LIABILITIES, WHICH MAY INCLUDE BUT ARE NOT LIMITED TO THE REMOVAL OF OTHER VEGETATION, CUSTOM FIXTURES OR THE NEED FOR CRANE/EQUIPMENT RENTAL FOR REMOVAL, ARISING OUT OF ANY ALLEGED DEFICIENCIES OF THE PRODUCTS OR SERVICES ARE SPECIFICALLY EXCLUDED. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, RIVULIS ENTIRE LIABILITY FOR PRODUCTS REGARDLESS OF THE FORM OF ACTION SHALL IN NO EVENT EXCEED THE TOTAL AMOUNT PAID TO RIVULIS FOR THE SPECIFIC PRODUCT OR SERVICES GIVING RISE TO THE CLAIM.

This warranty shall be subject to, and shall be exclusively governed by, the Laws of the State of California, 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 jurisdiction of the courts in the State of California.

October 20, 2023