



LIMITED WARRANTY CERTIFICATE



Kfar-Blum 1215000, Tel. 972-4-690-0222, Fax. 972-4-690-2727
E-Mail: info@galconc.com, www.galconc.com

LIMITED WARRANTY CERTIFICATE

1. Galcon shall, for a limited period of 36 months from the retail purchase date of the original (first) purchaser ("the Warranty Period"), provide limited warranty for the Products, as provided for and subject to the provisions and limitations of this Limited Warranty Certificate.
2. Galcon's Warranty for the Product only extends to the original purchaser of the Product ("the Customer") who, upon requesting warranty service, must present Galcon with a valid purchase receipt. Failure to produce the said documentation will result in the request for warranty being null and void and a waiver of all claims by customer against Galcon.
3. Galcon warrants to the Customer that the Irrigation Control Product ("the product") shall materially conform to the description in Galcon's documentation and shall be free from defects in material and workmanship. Accordingly, Customer's sole and exclusive remedy under this warranty is the repair or – to Galcon's sole discretion – the replacement of the Product or any part\ s according to the terms of this Warranty, and no other remedy shall be available. Therefore, if - within the Warranty Period - the Product is proven to be defective by reason of faulty workmanship or materials by Galcon, Galcon undertakes, with reasonable promptness, to have the defective Product (or any part/s thereof) repaired, or at Galcon's discretion, replaced; All subject to the terms and conditions of this Limited Warranty Certificate.
4. Galcon's warranty for the Product or otherwise shall not apply to any of the following: (i) any conduct (by act or omission) not by Galcon, including any misuse/abuse of any Product (or part/s thereof), and/or any failure to install and/or use any Product in full compliance with Galcon's instructions; (ii) other systems/components/devices/ technologies and/or the integration/interface thereof with any Product; (iii) any part/component which has been included/installed in any Product not at Galcon's approval and/or other than by Galcon; (iv) any actual or attempted change/repair/interference of/with any Product (including any use/handling of, and/or interference/dealing with, any code of any software included/used in the Product) other

than by Galcon; (v) any data/information/content which has been inserted/included in a Product; (vi) malfunction or damage resulting from accidents, which occur during transit and/or handling, and/or malfunction or damage due to fire, earthquake, flood, lightning and/or any other external disaster; (vii) unforeseen accidents, wear and tear, or any other external factors beyond Galcon's reasonable control, or to any Product installed, repaired, adjusted, rebuilt, modified, changed or converted by any person (including the Customer) other than Galcon;

5. In addition and without derogating from the provisions of this Warranty, Galcon's warranty is conditioned upon the all of the following taking place: (i) Customer's operating and maintaining the Product in accordance with Galcon's instructions; (ii) Customer's not being in default of any payment obligation to the Galcon (or its authorized dealer, as relevant).
6. Galcon does not give any warranty or guarantee whatsoever in respect of any Product (or any part/s thereof) which has not been manufactured and distributed by the Galcon and which has not been purchased from the Galcon or any of its authorized dealers, whether such products are branded with any trademarks similar to any trademark belonging to or used by Galcon.
7. After replacement or repair of the Product, the Warranty for the new or repaired Product shall be valid only for the non-expired period of the original Warranty Period. Any defective Products or part/s, which has been replaced, shall become Galcon's property.
8. Galcon reserves the right to charge the Customer if any warranty service is requested and carried out but no fault is found in the Product or if such defect/fault is not under Galcon's Warranty.
9. Notwithstanding anything to the contrary, Galcon shall not be responsible and/or liable, under any circumstances and in any way, for any loss, damage, costs, expenses, expenditures, responsibility and/or liability (including of Customer and/or any third party) – including (without

limitation) direct and/or indirect (including incidental and/or special and/or consequential), however arising, including in respect of damages to or loss of property and/or equipment, loss of profit, loss of use, loss of revenue or damages to business or reputation, whether or not based on breach of contract, tort (including negligence), product liability or otherwise - arising from the performance or non-performance of any aspect of the Product or any part thereof; All of the above, whether or not Galcon and/or the Customer shall have been made aware of the possibility of such loss.

10. In any event, any liability which Galcon may have in connection with the Product and/or this Warranty, including (without limitation) in connection with and/or resulting from the Product (or any part thereof) and the use thereof, shall be limited to a total amount (for all damages, claims and causes of action in the aggregate) equal to the consideration actually received by Galcon from the Customer for the Product. The limitations shall apply whether the liability is based on contract, tort, strict liability or any other theory.
11. This Warranty and the remedies set forth herein are exclusive and in lieu of all other warranties, remedies and conditions, whether oral, written, statutory, express or implied. GALCON SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS.
12. The Customer shall be solely responsible for the selection, use, efficiency and suitability of the Product(s).
13. The provisions of this Limited Warranty Certificate shall be interpreted and governed, solely and exclusively, pursuant to the laws of the State of Israel, and no other law shall apply. Any and all legal actions shall be litigated within the jurisdiction of the courts of Israel, and no other jurisdiction shall apply. Customer waive any objection to such jurisdiction and venue on the basis of it being an inconvenient forum.