

TERMS AND CONDITIONS

PRICING

All prices shown are recommended retail prices. Wholesale prices are net pricing discounted from list prices. All prices are subject to change without notice. Orders will be invoiced at the prices and discounts in effect at the time of order. Prices do not include taxes, freight, or other surcharges.

PRODUCT CLASSIFICATION

Netafim USA's Agriculture Price List represents our most commonly ordered products as well as some reference to options, which may be available. If you have a product requirement for something you do not see listed, please call Customer Service for availability, price, and delivery times. We will make every effort to fill your order and will work with you on Special Order or Custom requests. In the case of Special Orders or Custom requests, prices and delivery will be quoted and the order will not be eligible for cancellation or return. Also, Special Orders or Custom requested products, manufactured or ordered to "non-standard" specifications, will be shipped immediately upon availability.

TERMS

All invoices are payable in United States Dollars at net thirty (30) days from the date of invoice, unless otherwise stated. All past due balances will be assessed a three quarter of one percent (0.75%) monthly finance charge. Any check or remittance received from or for the account of buyer may be accepted and applied by Netafim USA against any indebtedness owed by buyer to Netafim USA without prejudice to or the discharge of the remainder of such indebtedness of any condition, provision, statement, legend or notation appearing on or referring to or accompanying such check or remittance.

ACCOUNT STATUS

All orders are subject to credit review. Shipments may be held until account is current.

MINIMUM ORDER

Minimum invoice order amount is one hundred (\$100). This minimum order applies to whole good orders only and not for non-standard items liked extruded products with special flows and/or pricing. A twenty dollar (\$20) per order charge will be assessed on all whole good orders less than the one hundred (\$100) minimum.

ACCEPTANCE

The customer acknowledges responsibility for inspecting all goods shipped by Netafim USA to determine whether said goods are conforming to the customer's order, including whether all goods listed on the packing list have been shipped and whether the shipment contains any damaged goods. The customer agrees that fourteen (14) days from receipt of said shipment is a reasonable time in which to perform the inspection and notify Netafim USA of any nonconformity. If Netafim USA has not received notice of nonconformity within fourteen (14) days of the customer's receipt of the shipment, the customer agrees that the customer has accepted the goods, as that term is defined by the California Commercial Code, and the customer's right to reject the shipment will be terminated. Also, if notice of nonconformity is not received within fourteen (14) days of the customer's receipt of the shipment, Netafim USA will be relieved of any obligation concerning the shipment, other than warranty obligations, and the customer will pay for the shipment in full. The customer shall bear the complete cost of the inspection in all circumstances. The customer agrees that Netafim USA will have an opportunity to cure any nonconforming shipment. The customer further agrees that, in the event that notice of nonconformity is received by Netafim USA, the time for Netafim USA's performance under the purchase agreement will be extended for a reasonable time to allow Netafim USA to tender conforming goods.

RETURNS

No merchandise may be returned without Netafim USA's written consent and authorization. Requests to return merchandise must be made within 120 days of receipt of shipment from Netafim USA and reference the Netafim USA invoice number. Any approved return must be accompanied by a return goods authorization (RGA) issued by Netafim USA, clearly marked on the exterior of the parcel and shipped freight prepaid within 30 days of RGA issue date. All merchandise must be new, in original packaging and in salable condition. Non-standard, Custom or Special Order items are not eligible for return. All approved returns are subject to a fifteen (15%) restocking fee. Any shipment not meeting these criteria will not be accepted.

TERMS AND CONDITIONS

RETURN OF DEFECTIVE GOODS

Netafim USA will be responsible for the return shipping of goods that are defective upon arrival, other than goods damaged in transport by the carrier. Notice of Defect must be received by Netafim USA within fourteen (14) days of the customer's receipt of said goods. The buyer agrees that failure to give notice of defects within such time is a waiver of any defect. Prior approval from the customer's District Sales Manager and an RGA must accompany all returns. Credit will not be given until the product has been received by Netafim USA and approved for warranty.

FREIGHT TERMS

F.O.B./C.I.F. shipping location. Standard shipping method is our choice of carrier, shipped prepaid and added to the customer invoice. Shipments will be made within a one hundred fifty (150) mile radius of the dealer's store.

FREIGHT POLICY

Mixed Goods: A maximum freight allowance of three percent (3%) of invoice amount, not to exceed the total freight charge, will be paid on single purchases of ten thousand dollars (\$10,000) or greater. Polyethylene tubing and Thinwall Driplines not included. The three percent (3%) freight allowance will be given on invoice. Freight allowance does not apply to Will Call orders and only shipments in the continental United States.

Thinwall Driplines: Freight will be prepaid by Netafim USA on minimum orders of four (4) pallets of any combination of Streamline, Typhoon and DripNet PC. Product must be purchased in pallet increments to qualify.

Polyethylene Tubing: Complete truckloads of Polyethylene tubing will be shipped freight free in California only.

FREIGHT DAMAGES

The customer acknowledges that risk of loss during transport is on the customer. Netafim USA is not liable for damage or loss occurring during shipment. Claims for such damages must be filed with the freight carrier directly.

EXPORT COMPLIANCE

These commodities, technology, or software (the "Products") when exported from the United States are subject to the Export Administration Regulations ("EAR"). Diversion contrary to U.S. law is prohibited. Purchaser hereby certifies that it understands its obligations to comply with U.S. export controls and trade sanctions including the EAR and the laws and regulations implemented by the U.S. Department of the Treasury Office of Foreign Assets Control ("OFAC"). Purchaser agrees to obtain any necessary authorization to transfer the Products outside the U.S. or to non-U.S. persons within the U.S., and will not transfer Products to any entity or country prohibited under U.S. law including countries subject to U.S. economic sanctions administered under the EAR or by OFAC or to entities prohibited for export under the EAR or the laws and regulations implemented by OFAC.

REEL DEPOSITS

A seven hundred dollar (\$700) deposit per reel will apply to cover the cost of the reel. The reel must be returned in good condition for the deposit to be credited back to the dealer. Damaged reels will not be accepted for credit. Dealer will be responsible for return freight.

PRODUCT CHANGES

Netafim USA reserves the right to redesign, alter, or modify its products at any time, without notice. Any catalog, design manual, price sheets, and/or other written material are subject to withdrawal or change at any time without prior notice. Possession of the current catalog or price sheets does not constitute an offer to sell.

BAGGED PRODUCTS

Netafim USA has a number of products that are packaged and sold in bagged or case quantities. Bagged parts are designated by placing a "-B" at the end of the product number. The quantities have been developed to provide the best value for the most standard quantities ordered and are intended for sale in the quantities listed.

PARTIAL SHIPMENTS/COMPLETE SHIPMENTS

Netafim USA's goal is to ship customer orders complete and within the requested delivery time. Netafim USA will ship orders from any available warehouse unless otherwise specified by the customer and will "Ship and Backorder" to meet requested delivery dates unless otherwise specified by the Customer.