

LIMITED WARRANTY

Imaflex Inc. or its subsidiary Imaflex Inc. USA (collectively, "IMAFLEX") warrants to purchaser or user ("BUYER") that its agricultural polyethylene film ("FILM"):

- has been produced to accepted standard industry yields based on 30,000 in² per pound polyethylene at 1 mil. All gauge calculations are based on these yields with a standard industry tolerance of +/- 5%. All representations are displayed as nominal values and are for reference only.
- has been tested and conforms to IMAFLEX specifications in effect at the time the Film was made; and,
- **(FOR AGRICULTURAL FUMIGATION FILM ONLY)** has been tested for permeability and qualifies for buffer zone reduction credits for soil fumigants as determined by the U.S. EPA at the time the Film was made. The amount of buffer zone credit which may be available will vary depending upon the type of fumigant agricultural film. Consult the U.S. EPA webpage (<https://www.epa.gov/soil-fumigants/tarps>) to verify whether the fumigant resistant agricultural film qualifies for buffer zone reduction credit and to determine the specific amount of any credit which may be available.

TERMS OF USE

If the following Risks of Use, Warranty Disclaimer and Limitations of Remedies are not acceptable, return unused FILM within 30-days to the seller for a full refund of purchase price paid. Otherwise, use by BUYER or any other user constitutes acceptance of the Risks of Use, Warranty Disclaimer and Limitations of Remedies.

RISKS OF USE

It is the sole responsibility of BUYER to determine whether FILM is appropriate and safe for his/her intended use or application. Before using FILM, BUYER must make his/her own determination and assessment of the suitability and safety of FILM for the specific use in question and is advised to heed all warnings and instructions but is further advised against relying exclusively on the information contained herein as it may relate to specific use or application. Crop injury, lack of performance, or other unintended consequences may result from use of the FILM in a manner inconsistent with instructions, from abnormal growing conditions, e.g., unfavorable temperatures or soil conditions, excessive rainfall, drought, presence of other materials in or near the surrounding environment, the manner of application of FILM or other factors, all of which are beyond the control of IMAFLEX. **It is the sole and ultimate responsibility of the BUYER to ensure that FILM is suited for BUYER'S intended use and specific application.**

WARRANTY DISCLAIMER

OTHER THAN SET FORTH ABOVE, IMAFLEX MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER EXPRESS OR IMPLIED WARRANTY. FILM IS

AFFECTED BY THE MANNER OF INSTALLATION AND APPLICATION, INTENSITY AND DURATION OF EXPOSURE TO ENVIRONMENTAL CONDITIONS, PARTICULARLY UV RADIATION IN SUNLIGHT, AS WELL AS THE TYPE AND QUANTITY OF CHEMICALS USED IN THE AGRICULTURAL PROCESS. FOR THESE REASONS, IMAFLEX DISCLAIMS ALL RESPONSIBILITY FOR OPEN FIELD USAGE AND LONGEVITY OF FILM IN THE FIELD AND CONSEQUENCES WHICH MAY OCCUR PRIOR TO, DURING OR AFTER FILM'S USAGE.

LIMITATIONS OF REMEDIES

TO THE FULLEST EXTENT PERMITTED BY LAW, THE SOLE AND EXCLUSIVE REMEDY FOR LOSSES RESULTING FROM THE USE OF THIS FILM, (INCLUDING CLAIMS BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL THEORIES) IS LIMITED TO, AT IMAFLEX'S SOLE ELECTION, 1) REFUND OF PURCHASE PRICE PAID BY BUYER OR USER FOR FILM OR 2) REPLACEMENT OF AMOUNT OF FILM USED. TO THE FULLEST EXTENT PERMITTED BY LAW, IMAFLEX SHALL NOT BE LIABLE FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES OR LOSSES OF ANY KIND.

Any technical advice furnished by IMAFLEX with respect to FILM or its use is given without charge, and IMAFLEX assumes no obligation or liability for the advice given, or the results obtained, all such advice being given and accepted at the BUYER'S sole risk. The terms of the Warranty Disclaimer and this Limitations of Remedies cannot be varied by any written or verbal statements or agreements. No employee or salesman of IMAFLEX or any retail seller is authorized to change or exceed the terms of the Warranty Disclaimer or this Limitations of Remedies in any manner.

LIMITED WARRANTY COVERAGE PERIOD

This Limited Warranty ends twelve (12) months after BUYER's purchase of FILM. ANY ACTION TO ENFORCE THIS LIMITED WARRANTY SHALL NOT BE COMMENCED MORE THAN 90 DAYS AFTER THE EXPIRATION OF THE WARRANTY COVERAGE PERIOD DESIGNATED ABOVE.