

KVERNELAND GROUP DEALER WARRANTY CONDITIONS

References in this policy guide to Kverneland Group shall be references to <Kverneland ...sales company...>

LIMITED WARRANTY STATEMENT

- 1.1 Kverneland Group warrants each new Product to be free from defects in material, workmanship and design. This warranty is applicable only for the normal service life expectancy of the Product, not to exceed 12 consecutive months from the date of delivery of the new Product to the original purchaser.
Genuine Kverneland Group replacement parts and components will be warranted for 90 days from date of purchase, or the remainder of the original equipment warranty period, whichever is longer.
- 1.2 Where the Products are to be used in special conditions Kverneland Group shall be entitled to restrict the period of the Warranty to a maximum number of hectares, bales or period, as the case may be.
- 1.3 Kverneland Group shall not be liable in respect of the Warranty for any defect arising from normal wear and tear, wilful damage, an accident, negligence, abnormal working conditions, failure to follow Kverneland Group's instructions or misuse or alteration or repair of the Products without Kverneland Group's approval. The Warranty does not extend to cover parts that are subject to normal wear and tear such as, but not limited to, mould boards, plough shares, mower knives, skids, V belts, tyres, etc, etc.
- 1.4 Kverneland Group's sole liability, where any valid claim is made under the Warranty, shall be (a) the replacement of the faulty Part and/or (b) the cost of any repairs in accordance with clause 3 or (c) the refund of the price of the Product and Kverneland Group shall have no further or other liability to the Dealer and/or the owner.
- 1.5 This warranty shall not be interpreted to render Kverneland Group liable for injury or damages of any kind or nature to person or property. This warranty does not extend to the loss of crops, loss because of delay in harvesting, or any expense or loss incurred for labour, substitute machinery, rental or any other direct or indirect loss.
- 1.6 Except as set forth above, Kverneland Group shall have no obligation or liability of any kind on account of any of its equipment and shall not be liable for special or consequential damages. Kverneland Group makes no other warranty, expressed or implied, and, specifically, Kverneland Group disclaims any implied warranty or merchantability or fitness for a particular purpose.
- 1.7 Kverneland Group reserves the right to make improvements in design or changes in specifications at any time, without incurring any obligation to owners of units previously sold.
- 1.8 No one is authorised to alter, modify or enlarge this warranty nor the exclusion, limitations and reservations.

WARRANTY PROCEDURE

2 Warranty Claim Procedure

- 2.1 The Dealer shall inform Kverneland Group in writing of any claims under the Warranty within 30 days of the defect arising. This information shall be given by entering the required data in the Kverneland Group Warranty Management System or by sending a properly filled out warranty claim form to Kverneland Group. Failure to meet this time limit will cause the claim to be rejected.
- 2.2 Kverneland Group shall respond within 30 days upon the receipt of the Dealer's notification through the Kverneland Group Warranty Management System as to whether it considers the claim to fall within the scope of the Warranty. When the notification is given in any other way, Kverneland Group will respond within 60 days.
- 2.3 The Dealer will be notified of a denied claim in writing including the reason for the denial. The Dealer has the right to appeal this claim and must do so within 30 days of notification of denial. If there has been no appeal within the 30 days period the claim will be considered closed.
- 2.4 Kverneland Group shall settle any valid claims within 60 days of the receipt of the Dealer's notification through the Kverneland Group Warranty Management System. In case of notification in any other way, valid claims will be settled within 90 days.

3 Product Deficiency

- 3.1 In the event that Kverneland Group determines (a) that there is a Product deficiency in either design or quality of manufacture that has resulted or will result in widespread Product failure or (b) an individual failure or deficiency of a product of catastrophic proportions, Kverneland Group shall reimburse the Dealer for its reasonable direct external costs of the campaign to correct all such Products, such costs to be agreed upon in advance on a case by case basis.
- 3.2 Kverneland Group shall have the option to send, at its own expense its own work crews to complete the job at the appropriate location.

4 Handling of Defective Parts

- 4.1 The Dealer shall retain any defective Part for a minimum period of 2 months following the date of the Warranty claim to allow inspection by Kverneland Group.
- 4.2 The Dealer shall return such defective Part to Kverneland Group without delay only if requested to do so, at Kverneland Group's cost.
- 5 In the event that Kverneland Group uses its right to inspect a Part, Kverneland Group shall not be responsible under clause 1.4 unless it reasonably determines that such Part was in fact defective.

6 Warranty Repair service

- 6.1 Unless otherwise agreed between Kverneland Group and the Dealer, the Dealer shall be responsible for performing any work arising as a result of a breach of the Warranty which can be performed at the Dealer's or the customer's place of business and shall be reimbursed by Kverneland Group for such work at the rates agreed between Kverneland Group and the Dealer.
- 6.2 Before undertaking any such warranty work the Dealer shall inform Kverneland Group of the reasons for such work and a likely estimate of the cost of such work.

7. Other provisions

- 7.1 Reimbursement for parts used in warranty repair will be credited only when the parts are purchased from Kverneland Group.

- 7.2 Repair times will be reviewed by Kverneland Group and may be adjusted to average repair time required for similar repairs.