

## **Contractual conditions for the manufacturer guarantee**

### **Manufacturer guarantee and terms and conditions of the manufacturer guarantee**

Amazonen-Werke H. Dreyer SE & Co. KG, represented by HD International SE (a European joint stock company), which in turn is represented by the Managing Directors: Ludger Braunsmann, Dr Stephan Evers, Andreas Hemeyer and Dr Rainer Resch, of Am Amazonenwerk 9 – 13, 49205 Hasbergen, Germany

- hereinafter referred to as '**AMAZONE**' -

#### **1. Duration and scope of the manufacturer guarantee**

**1.1** AMAZONE gives the Customer the guarantee, in accordance with the provisions set out below, that the AMAZONE machine delivered to the Customer will be free from material or manufacturing defects within the manufacturer guarantee period. The guarantee starts when the AMAZONE machine is used for the first time as recorded in the handover certificate.

The manufacturer guarantee period is:

- 1.1.1** In the case of the free manufacturer guarantee for registering a new AMAZONE machine in the myAMAZONE for end customers customer portal: twenty-four months of machine protection (12 months contractual warranty, plus 12 months manufacturer guarantee) are granted following application there. A claim under the free manufacturer's warranty must be made within the statutory warranty period. This is currently 12 months from the date of first use.
- 1.1.2** In the case of the free manufacturer guarantee for Pantera and Profihopper: thirty-six months of machine protection (12 months contractual warranty, plus 24 months manufacturer guarantee) are granted in the case of registration in the myAMAZONE for end customers customer portal following application there. A claim under the free manufacturer's warranty must be made within the statutory warranty period. This is currently 12 months from the date of first use.
- 1.2** AMAZONE will remedy faults or defects reported within the respective manufacturer guarantee period and covered by the respective warranty at its own discretion through repair or delivery of new or refurbished parts. For the performance of repairs and other work, AMAZONE will refer the Customer to a sales partner that AMAZONE engages. The work will generally be carried out in the AMAZONE sales partner's workshop. AMAZONE will bear the necessary costs, including labour costs. AMAZONE's obligations are limited to the machine's fair value at the time the fault occurred. This means that, if the repair costs exceed the fair value, the Customer's claim shall be limited to monetary compensation in the amount of the machine's value at the time the fault occurred.

- 1.3 The manufacturer guarantee does not extend to the performance and wearing parts excluded under no. 2. Compensation for direct or indirect consequential damages – e.g. recovery costs, costs for replacement machines, compensation for loss of use, etc. – is also excluded.
- 1.4 The Customer's contractual or legal rights against the sales partner in question are not affected by this manufacturer guarantee.
- 1.5 This manufacturer guarantee only applies to the Customer to the extent mentioned above.

## **2. Performance and wearing parts excluded from the manufacturer guarantee**

- 2.1 Claims under this manufacturer guarantee shall only exist if:
  - 2.1.1 expenditure of more than EUR 100.00 is incurred to rectify damages or defects;
  - 2.1.2 the AMAZONE machine does not show any signs of damage or wear (see (2.3) for wearing parts) caused by use deviating from the normal purpose and the AMAZONE specifications (pursuant to the user manual);
  - 2.1.3 the AMAZONE machine does not show any signs that imply repairs or other interventions by workshops other than those authorised by AMAZONE;
  - 2.1.4 only AMAZONE authorised accessories, authorised equipment or authorised spare parts has / have been used or fitted to the AMAZONE machine;
  - 2.1.5 the machine number has not been removed or made unrecognisable;
  - 2.1.6 when asserting the manufacturer guarantee, the Customer proves by submitting the relevant maintenance booklets, provided that AMAZONE offers such maintenance booklets for the relevant machine, that the AMAZONE machine has been regularly maintained by an authorised service partner within the intervals to be observed for this purpose according to the user manual; and
  - 2.1.7 the defect has not been caused by biological, chemical, electrochemical or electrical influences, such as electrostatic charge due to insufficient earthing, which AMAZONE is not responsible for.
- 2.2 The following services are not covered by the manufacturer guarantee and are therefore excluded:
  - 2.2.1 Maintenance, regular checks, keeping the AMAZONE machine clean, and all lubrications pursuant to the service booklet and/or operating instructions, as well as any auxiliary materials, lubricants and operating materials used in this regard, and disposal of the same;

- 2.2.2 Elimination of defects and damages caused by equipment and attachments not approved by AMAZONE, as well as improper use of the machine pursuant to the operating instructions (e.g. due to overloading or operating or maintenance errors, as well as design changes or increased performance by the Customer);
  - 2.2.3 Elimination of defects and damages caused by intentional or negligent acts on the part of the Customer or third parties, accidents, theft, fire, explosion, war, vandalism, riots and other force majeure events;
  - 2.2.4 Elimination of defects and damages caused by attachments and add-on components from external companies;
  - 2.2.5 Lifting, towing, recovery, transport and other follow-up costs, as well as costs for auxiliary personnel;
  - 2.2.6 Repair of glazing, mirrors and lighting; and
  - 2.2.7 Any repairs and service on additional equipment and add-on implements not originating from AMAZONE, as well as costs for necessary removal and installation of the same during the various services.
- 2.3 Wearing parts are excluded from this manufacturer guarantee. Wearing parts are those parts that are subject to natural wear and tear and must be replaced in accordance with the conditions of use and loads so as to ensure the function of the AMAZONE machine and to avoid (consequential) damages.

### **3. The Customer's obligations**

- 3.1 To be able to make use of the manufacturer guarantee, the Customer must comply with the following obligations. These include:
- 3.1.1 The Customer must register their new AMAZONE machine on 'myAmazone for farmer' to be able to make claims under the manufacturer guarantee.
  - 3.1.2 All services must be carried out, for a charge, pursuant to the current operating instructions and/or documented inspections pursuant to the service booklet and the current operating hours in good time (i.e. when the service interval prescribed by the operating instructions is reached, or when notified by the machine's service indicator). Only use AMAZONE genuine spare parts and the lubricants prescribed in the operating instructions for maintenance work.
  - 3.1.3 If, when operating the AMAZONE machine, the Customer notices faults, defects, strange noises or similar occurrences, and if the cause is not a malfunction that can be rectified by

the driver pursuant to the operating instructions, the AMAZONE sales partner or the sales partner engaged by the AMAZONE sales partner must be informed immediately. This also applies if warning or monitoring equipment requests that the machine be stopped immediately. The AMAZONE sales partner or the sales partner engaged by the AMAZONE sales partner can furthermore demand an immediate shutdown until a precise damage assessment has been carried out, provided that major damages are to be assumed and it takes immediate action for the purpose of repairing the failure. If the manufacturer guarantee services cannot be provided at the agreed service location for technical reasons or due to corresponding weather conditions, the Customer shall provide service-compatible premises by arrangement and agreement at their expense. Travel and transport costs will be borne by the Customer.

- 3.1.4** The failure of a potentially existing operating hours meter or another device for recording working hours (e.g. the vibratory clock) must be reported immediately to the AMAZONE sales partner or the sales partner engaged by the AMAZONE sales partner. The operating hours up to replacement must be recorded manually by the Customer.
- 3.1.5** Damages to the AMAZONE machine caused by external influences must be reported immediately to the AMAZONE sales partner or the sales partner engaged by the AMAZONE sales partner.
- 3.1.6** The Customer must make the machine available for the carrying out of the manufacturer guarantee work in a cleaned state and during the normal working hours of the AMAZONE sales partner or the sales partner engaged by the AMAZONE sales partner. If the Customer requests services outside normal working hours, they shall bear the associated additional costs.

After use, the AMAZONE machine must be cleaned thoroughly and protected. Outside the period of use, it must be parked in premises that preserve it and protect it from the weather. For crop protection technology, this means frost-proofing; other machines must be stored away for the winter according to the specifications set out in the operating instructions.

- 3.2** If manufacturer guarantee claims are asserted and it turns out, during the inspection of the AMAZONE machine, that there was no fault or that the manufacturer guarantee claim does not exist for one of the reasons mentioned above, the Customer shall bear all the costs of the service call.

#### **4. Handling the manufacturer guarantee service**

- 4.1** If the Customer discovers a defect during the manufacturer guarantee period, they shall immediately inform the AMAZONE sales partner or the sales partner engaged by the AMAZONE sales partner to this effect, explaining the defect.

- 4.2** The AMAZONE sales partner or the sales partner engaged by the AMAZONE sales partner will arrange an appointment with the Customer to rectify the defect and indicate how long it is expected to take, or will name and engage another service partner who will rectify the reported defects and provide the relevant information. Should having the work carried out within this period of time not be an option for the Customer, they must immediately inform the AMAZONE sales partner or the sales partner engaged by the AMAZONE sales partner in writing. In the event of culpably late notification, the Customer must reimburse the AMAZONE sales partner or the sales partner engaged by the AMAZONE sales partner for the costs incurred up until that point in time if the technicians employed by the AMAZONE sales partner or the sales partner engaged by the AMAZONE sales partner could not be deployed elsewhere at the scheduled time, unless the Customer proves lower costs.
- 4.3** If the contractual work is delayed due to circumstances that are not the fault of the AMAZONE sales partner or the sales partner engaged by the AMAZONE sales partner, an appropriate extension to the working period shall take effect.

## **5. Warranty for manufacturer guarantee services being performed**

- 5.1** If work covered by the manufacturer guarantee is not carried out completely and/or properly by the AMAZONE sales partner or the sales partner engaged by the AMAZONE sales partner, the AMAZONE sales partner or the sales partner engaged by the AMAZONE sales partner must make up for the same or rectify the same within a reasonable period of time.
- 5.2** If the AMAZONE sales partner or the sales partner engaged by the AMAZONE sales partner does not comply or does not comply in due time, the Customer shall be entitled to set a reasonable grace period. This grace period must be set in writing. If the AMAZONE sales partner or the sales partner engaged by the AMAZONE sales partner culpably allows this set reasonable grace period to elapse, the Customer may have the work carried out by another AMAZONE sales partner or a competent third party. The resulting repair costs must be documented by submitting the repair invoice. The repair invoice must outline in detail the work carried out, the prices of spare parts and the labour costs. Insofar as the repair costs were necessary to eliminate the defects and the repair rates are customary, the invoice shall be reimbursed by AMAZONE.

## **6. Right of termination**

AMAZONE has the right to extraordinarily terminate this manufacturer guarantee if the Customer or a third party has made unauthorised changes to the machine without AMAZONE's written consent, if the Customer does not fulfil their obligations, in particular

if they allow maintenance and inspection intervals to elapse, or if the Customer does not have significant defects or damages to the AMAZONE machine rectified immediately.

## **7. Liability**

- 7.1** The following limitations of liability (outlined in (7.2) and (7.3)) will not apply in the event of injury to life and limb or harm to health. Irrespective of a fault requirement, any liability on the part of AMAZONE, the sales partner engaged by AMAZONE or the sales partner engaged by the AMAZONE sales partner in the event of fraudulent concealment of a defect, arising from the assumption of a guarantee or a procurement risk directed thereto or under the German Product Liability Act will also remain unaffected.
- 7.2** Liability for damages that have not occurred to the subject matter of the contract itself is – irrespective of the legal grounds – limited to intent and gross negligence. This restriction also applies to representatives and vicarious agents or employees of AMAZONE, the sales partner engaged by AMAZONE or the sales partner engaged by the AMAZONE sales partner.
- 7.3** If AMAZONE, the sales partner engaged by AMAZONE or the sales partner engaged by the AMAZONE sales partner is also liable by law for damages caused by slight negligence, this liability shall only exist in the event of a breach of such material contractual obligations on the fulfilment of which the Customer could typically rely in the performance of the contract ('cardinal obligations'), limited to the typical damages foreseeable at the time the contract was concluded. The personal liability of representatives, vicarious agents or employees of AMAZONE, the sales partner engaged by AMAZONE or the sales partner engaged by the AMAZONE sales partner is excluded for damages they caused through slight negligence. Further claims are excluded.

## **8. Data protection**

The Customer agrees that AMAZONE may collect, store and process the data it receives about the Customer in relation to the business relationship or in connection therewith pursuant to the GDPR or the respective applicable data protection laws. In the context of fulfilling the obligations, it may be necessary for AMAZONE to share such data with AMAZONE service or sales partners or to receive corresponding data from you.

## **9. Place of jurisdiction and applicable law**

- 9.1** The place of jurisdiction for all disputes arising from or in connection with this manufacturer guarantee declaration is 49205 Hasbergen, Federal Republic of Germany. We also have the

right to file a suit in the court with jurisdiction over the Customer or in any other court that may have jurisdiction under national or international law.

- 9.2** The place of performance is also 49205 Hasbergen, Federal Republic of Germany.
- 9.3** The laws of the Federal Republic of Germany apply to the exclusion of the reference standards of German international private law and the UN Convention on Contracts for the International Sale of Goods.