kverneland group



WARRANTY CONDITIONS

Kverneland Group

The Future of Farming

Vicon Kverneland Kubota

Kverneland AS
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4353 Klepp - Norway
https://ien.kvernelandgroup.com/

WARRANTY CONDITIONS
– Kverneland Group

I. Introduction
The company of the Kverneland Group , manufacturing the respective Kverneland, Vicon or Kubota branded product (as defined below) (hereinafter individually referred to as the "Manufacturer") provides a manufacturer's warranty without charging the end customers in accordance with the following warranty conditions for all products newly manufactured by the Manufacturer which contain a serial number ("Kverneland Group End Products") and their parts ("Kverneland Group Spare Parts", cf. section IV.) both listed under:

Kverneland
https://ien.kverneland.com/

Vicon
https://ien.vicon.eu/

(together "Kverneland Group Products"). This voluntary manufacturer's warranty is provided in addition to the statutory warranty to which the end customer is entitled vis-à-vis its respective seller in accordance with the agreements concluded.

The warranty conditions apply to all new Kverneland Group products sold and delivered to end customers by Kverneland Group authorized dealers, in particular of Kverneland Group sales companies, as listed in the Annex attached to these warranty conditions ("Kverneland Group Sales Companies") as from 1 September 2022.

II. Beneficiary
1. Beneficiaries of the warranty within the meaning of the subsequent warranty conditions are initial end customers who have purchased Kverneland products from an authorised Kverneland Group dealer of a Kverneland Group Sales Company ("Authorised Kverneland Group Dealer") and who, while using the Kverneland Group Products and/or Kverneland Group Spare Parts, discover a defect in material or workmanship covered by these warranty conditions.

2. In addition to section 1. This warranty shall also apply, to the extent and subject to the conditions set out below, to any future owner of the relevant Kverneland Group Product as a result of a resale of the Kverneland Group Product (together with the initial end customers hereinafter referred to as the "End Customers"). As proof of ownership, the purchaser of the Kverneland Group Product must, in the event of a warranty claim, submit proof of purchase (e.g. sales receipt) to the relevant Authorised Kverneland Group Dealer. The warranty is therefore transferred to the purchaser when the initial end customer resells the Kverneland Group Product.

III. Beginning of guarantee and guarantee period as well as conditions of the guarantee
1. The warranty shall commence on the date of delivery of the Kverneland Group Product to the initial end customer as indicated by the respective Authorised Kverneland Group Dealer being the product registration in the Kverneland online portal set up for the processing of warranty claims and in general of after-sales services, as amended from time to time, and thus recorded in the "Product Card" that exists for each Kverneland Group Product. The End Customer can request information on product registration or the "Product Card" from an Authorised Kverneland Group Dealer.

2. The Kverneland Group End Products shall be registered by the respective Authorised Kverneland Group Dealer who is the contractual partner of the initial end customer within 30 days of delivery via the Kverneland Group authorised dealer online portal, at ***https://www.kvgportal.com/W_global/ProductService/Account/Login***. The End Customer itself may additionally register the Kverneland Group End Product; this non-mandatory registration shall take place under the Kverneland Group portal ***https://my.kverneland.com*** or ***https://my.vicon.eu.***

3. The Manufacturer warrants that Kverneland Group Products are free from defects for a period of two years as of the start date resulting from section 1. and section 2. under the conditions set out below under section 4.

4. In order to claim the full warranty for the entire two-year period, the End Customer must meet the following requirements:

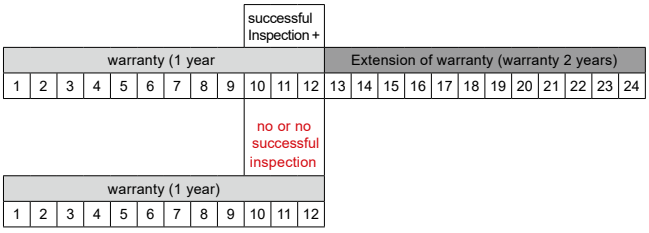
a) The Kverneland Group Product must be subject of an inspection, with certain of our products we require a service to be carried out at the earliest 10 (ten) and at the latest 12 (twelve) months after the start date of the warranty as set out in section 1 and section 2. A full inspection is not required.

b) The inspection must be carried out by an Authorised Kverneland Group Dealer according to https://ien.kverneland.com/About-Kverneland/Dealer-Locator or https://ien.vicon.eu/About-Vicon/Dealer-Locator and documented in writing. It is carried out on the basis of an electronically retrievable checklist with a manageable number of questions.The electronic checklist for each Kverneland Group Product is available at ***https://www.kvgportal.com/publicquest/*** after entering the serial number and product type.

c) Upon completion of a fully completed checklist, which the Authorised Kverneland Group Dealer must then store in the Kverneland Group online portal set up for the processing of warranty claims and in general of after-sales services, as amended from time to time, together with corresponding photos of the relevant Kverneland Group End Product, the responsible Kverneland Group Sales Company will issue a confirmation of the two-year warranty. Only with this confirmation does the full warranty period exist in accordance with section 3. The Authorised Kverneland Group Dealer carrying out the inspection will inform the End Customer of the confirmation without delay. The Manufacturer will not reimburse any costs incurred by the End Customer for the inspection.

5. If the conditions referred to in section 4. are not fulfilled, i.e. (i) the inspection of the respective Kverneland Group End Product has not been carried out within the specified period of time or (ii) the respective Kverneland Group Product does not fulfil the conditions set out in the respective checklist and the responsible Kverneland Group Sales Company therefore does not confirm the second warranty year, the Manufacturer shall only provide a warranty for the Kverneland Group Product of one year from the date resulting from section 1. and section 2. to the initial end customer.

In the Kverneland Group online portal set up for the processing of warranty claims and in general of after-sales services, as amended from time to time, the warranty granted for the relevant Kverneland Group Product shall thereupon automatically be reset to one year and the warranty shall expire at the end of said year. At the end of this year, the End Customer can no longer make further warranty claims against the Manufacturer; any claims made in the second warranty year will be rejected by the Manufacturer. It is not possible to make up for the inspection after the one-year warranty has expired.The warranty period can be illustrated graphically as follows:



6. In addition to the warranty period of two years in accordance with section 3. and section 4., the Manufacturer has introduced an additional hectare or bale limitation for all Kverneland Group End Products.

The warranty therefore ends either after the expiry of the warranty period of two years referred to in section 3. or when the following specified limit (ha, hours or number of bales) is reached, whichever occurs first. The first limitation reached shall cancel the other limitation and terminate the warranty period. In this respect, please see the overview below for the different product groups.

Product groups	**Warranty period** (limitation according to Ha/m & number of bales or period)
Cultivators	500 ha/m working width/2 years
Disc harrows	500 ha/m working width/2 years
Fertiliser spreader	500 ha/m working width/2 years
Packers and packer rollers	500 ha/m working width/2 years
Plough	200 ha/m working width/2 years
Precision drill	500 ha/m working width/2 years
Power harrows	500 ha/m working width/2 years
Seeding combinations	500 ha/m working width/2 years
Seeders	500 ha/m working width/2 years
Crop protection sprayers	500 ha/m working width/2 years
Fixed chamber presses	10,000 bales/2 years
Variable pressing	10,000 bales/2 years
Press/wrap combination (Fastbale/Flexiwrap)	15,000 bales/2 years
Bale wrapper	8,000 bales/2 years
Chopper	500 ha/m working width/2 years
Mowers without/with conditioner	500 ha/m working width/2 years
Tedder, Windrower & Rake	500 ha/m working width/2 years

The respective applicable limitation (ha, hours or number of bales) according to the above overview shall also apply to those products whose warranty according to section 5. is limited to one year from the start date resulting from section 1. and section 2. to the initial end customer.

Example: In the case of a power harrow with a working width of 3 m, in the event of a confirmed inspection (see under section 4.) there is a limit of use of 1,500 ha (= 3 m x 500 ha) within the two-year warranty. Without a confirmed inspection (see under section 5.) there is a one-year warranty period, likewise with a use limit of 1,500 ha (= 3 m x 500 ha).

Services performed under the warranty do not extend or renew the warranty period for the respective Kverneland Group End Product or the replaced or repaired parts.

IV. Spare Parts

With regard to Kverneland Group Spare Parts, the Manufacturer grants a ***warranty of one year*** starting from the date of delivery of the respective Kverneland Group Spare Part to the End Customer. The End Customer is obliged to prove the entitlement to make a warranty claim or the date of delivery by means of the invoice number of the respective Authorised Kverneland Group Dealer, the dealer of Kverneland Group Sales Companies for Kverneland Group Spare Parts only or the wholesaler who is his contractual partner. An extension of the warranty to two years with the aid of a successful inspection in accordance with section III.4. is not applicable.

V. Coverage of the warranty

1. The Manufacturer warrants that the new Kverneland Group Products supplied by Kverneland Group Sales Companies or Authorised Kverneland Group Dealers will be free from defects in material, workmanship and design during the warranty period under the conditions and within the limits specified in these warranty conditions.

2. In the event of a warranty claim, the Manufacturer will, at its own discretion, (a) bear the costs of repairing the defect or supply the parts necessary for the repair, (b) supply a new part that is free of defects or (c) refund to the End Customer the purchase price for the Kverneland Group End Product in question less compensation for the value of the benefits derived. Replaced parts of Kverneland Group End Products and replaced Kverneland Group Spare Parts shall become the property of the Manufacturer. The End Customer must surrender the replaced parts of Kverneland Group End Products and the replaced Kverneland Group Spare Parts at the request of the Manufacturer, a Kverneland Group Sales Company or an Authorised Kverneland Group Dealer.

3. The Manufacturer shall also bear the material and labour costs incurred by the respective Authorised Kverneland Group Dealer in connection with the provision of justified warranty services, in accordance with the respective agreements in place between the respective Kverneland Group Sales Company and the Authorised Kverneland Group Dealer.

4. Limitation of the scope of the guarantee: The warranty is limited to the aspects listed above under section 1., section 2. and section 3. above; no other work, services or direct and indirect costs are covered by this warranty. In particular, insofar as applicable to the respective Kverneland Group Product, the warranty does not cover:

a) Damage caused by improper storage conditions contrary to the information in the instruction manual;

b) Damage caused by improper use, i.e. use or operation that deviates from the intended and usual purpose and from the specifications and descriptions according to the Manufacturer's instructions in the instruction manual or in publicly available Kverneland Group information (e.g. data sheets, etc.);

c) Damage caused by the use of non-genuine parts not authorised by the Manufacturer or a Kverneland Group Sales Company;

d) Damage due to normal wear and tear or consumption as well as wear and tear or consumption parts in general such as: mouldboards, ploughshares, mower blades, skids, V-belts, tyres etc.;

e) Damage due to external causes such as accidents or force majeure events such as natural disasters, (civil) war, explosion and fire;

f) Faults resulting from wilful damage or misuse;

g) Damage caused by using Kverneland Group products in areas and under conditions that are contrary to the normal purpose and intended use requires written approval by the manufacturer;

h) Costs due to loss of use or harvest and harvest delays as well as lost profits;

i) Damage due to non-observance of the displayed warnings;

j) Damage due to the use of non-certified software / software connections (TIM = Tractor Implement Management) or due to updates / upgrades not being carried out, insofar as the End Customer has been made aware of the necessity;

k) Damage due to incorrect or improper subsequent installation of foreign parts / attachments as well as damage caused by the use of unsuitable attachments not approved by the Manufacturer or a Kverneland Group Sales Company;

l) Repairs and costs for damage to other products / third party property caused by the Kverneland Group Product;

m) Transport costs for the Kverneland Group Product;

n) Damage caused by modifications, adjustments or repairs to the Kverneland Group End Product, unless the modifications, adjustments or repairs were carried out by the Manufacturer, a Kverneland Group Sales Company or by persons authorised by the Manufacturer or a Kverneland Group Sales Company;

o) Damage caused by failure to follow the safety instructions provided by the Manufacturer or a Kverneland Group Sales Company;

p) Costs for regular checks, maintenance, repairs and overhauls due to normal wear and tear;

q) Costs for rental or replacement equipment during repair or unavailability under a warranty claim;

r) Alterations or repairs to the Kverneland Group product by persons who have not been authorised or empowered to do so by the Manufacturer or a Kverneland Group Sales Company.

For the purpose of clarification:
The warranty is limited to reimbursement, repair and replacement in accordance with the aforementioned provisions. The warranty does not cover other claims such as claims for damages against the Manufacturer.

VI. Prerequisites for claiming under the guarantee

All services provided by the Manufacturer under this warranty are subject to the following requirements.

1. Essential requirements for claims under the warranty

a) The warranty is valid only if the maintenance instructions and scheduled maintenance(s), as specified in the instruction manual, are carried out by the Manufacturer, a Kverneland Group Sales Company or an Authorised Kverneland Group Dealer and in accordance with the instructions and information on inspection requirements specified in the instruction manual.

b) The warranty is valid only if the serial number of the Kverneland Group End Product has not been removed or defaced.

c) The warranty is valid only if the mandatory modification(s) provided by the Manufacturer ensuring their safe and proper functioning have been carried out on the Kverneland Group Products concerned.

The contractual or statutory rights of the End Customer against the Authorised Kverneland Group Dealer who is his contractual partner are not affected by these warranty conditions. Also, no statutory rights of the End Customer against the Manufacturer are either limited or replaced by the warranty. This applies in particular to mandatory statutory liability provisions under the Product Liability Act or any liability in tort on the part of the Manufacturer.

2. Formal requirements for making a claim under the warranty and processing a warranty claim:

a) A warranty claim must be submitted to an Authorised Kverneland Group Dealer. End Customers can identify Authorised Kverneland Group Dealers in the vicinity of their registered office / branch via the dealer locator at **https://ien.kverneland.com/About-Kverneland/Dealer-Locator** or ***https://ien.vicon.eu/About-Vicon/Dealer-Locator.*** Unless explicitly agreed otherwise with the Manufacturer or a Kverneland Group Sales Company, a warranty claim cannot be submitted directly to the Manufacturer or a Kverneland Group Sales Company. The Authorised Kverneland Group Dealer will examine the claim.

The final decision on the merits and amount of the warranty claim will be made by the Kverneland Group Sales Company with which the Authorised Kverneland Group Dealer that is addressee of the End Customer's claim has a business relationship. Such final decision is taken by the respective Manufacturer if Kverneland Group International GmbH as Kverneland Group Sales Company is the contractual partner of the Authorised Kverneland Group Deal against whom the End Customer directs its claim.

b) The defect claimed under the warranty must have occurred within the warranty period in accordance with the provisions of section III.3, section III.5, section III.6 and section IV.

c) In addition, a warranty claim must be filed within a period of 30 days after the occurrence of the defect or the situation that could give rise to a warranty claim, within the warranty period pursuant to section III. and section IV. to an Authorised Kverneland Group Dealer.

d) The original invoice of the Authorised Kverneland Group Dealer, the dealer of a manufacturing company of the Kverneland Group or the wholesaler who is the contractual partner of the End Customer, with the date of purchase of the Kverneland Group Product(s) concerned, as well as photos of the respective defect, must be submitted to the respective Authorised Kverneland Group Dealer. The invoice number must also be listed if original parts are purchased from a dealer of a manufacturing company of the Kverneland Group, a dealer of Kverneland Group Sales Companies for Kverneland Group Spare Parts only or a wholesaler.

e) A claim must be reported to the respective authorized Kverneland Group dealer in a timely manner by telephone, mail, etc.

f) All documents proving that regular inspections, maintenance and repairs due to normal wear and tear have been carried out in accordance with the specifications in the Operator's Manual must be made available to the respective Authorised Kverneland Group Dealer.

g) After notification of the defect covered by the warranty, the End Customers are not entitled to continue using the Kverneland Group Product or to remedy the defect themselves or with the help of third parties without the consent of the Manufacturer, a Kverneland Group Sales Company or an Authorised Kverneland Group Dealer.

Annex: List of the manufacturing Kverneland Group companies and the Kverneland Group Sales Companies

[1] The specific manufacturing companies depend on the Kverneland Group Product in question. A list of the manufacturing companies of the Kverneland Group can be found in the Annex attached to these warranty conditions.

WARRANTY CONDITIONS
– Annex

I. Manufacturing Kverneland Group companies

Kverneland Group Klepp Norway AS
Plogfabrikkvegen 1
4353 Klepp stasjon
Norway

Kverneland Group Kerteminde A/S
Taarupstrandvej 25
5300 Kerteminde
Denmark

Kverneland Group Soest GmbH
Coesterweg 42
59494 Soest
Germany

Kverneland Group Ravenna Srl
Via Alcide De Gasperi, 34
48026 RUSSI (RA)
Italy

Kverneland Group Les Landes-Genusson S.A.S.
9, Rue du Poitou
85130 Les Landes-Genusson
France

Kverneland Group Mechatronics BV
Hoofdweg 1278
2153 LR Nieuw-Vennep
The Netherlands

Kverneland Group Nieuw-Vennep B.V.
Hoofdweg 1278
2153 LR Nieuw-Vennep
The Netherlands

Kverneland Group Manufacturing Lipetsk
398048 Russian Federation, Lipetsk
Zadorozhnaya Ulitsa, 24
Russia

ROC Srl
Via delle Industrie, 2 ++
47824 Poggio Torriana (RN)
Italy

Kverneland Group Metz S.A.S
17, rue des Terres Rouges
57100 Thionville
France

II. Kverneland Group Sales Companies

Kverneland Group France
275, allée du Ruet
45760 Marigny-les-Usages
France

Kverneland Group International GmbH
Coesterweg 45-A
59494 Soest
Germany

Kverneland Group Deutschland GmbH
Coesterweg 25
59494 Soest
Germany

Kverneland Group Polska sp.zo.o.
Kreta 87
87-100 Torun
Poland

Kverneland Group UK Ltd.
Walkers Lane, Lea Green
St. Helens - Merseyside WA9 4AF
UK

Kverneland Group Hungária Kft
Karinthy u.63
5008 Szolnok
Hungary

Kverneland Group Benelux B.V.
De Dommel 40
8253 PL Dronten
The Netherlands

Essenestraat 18a
1740 Ternat
Belgium

Kverneland Group CIS LLC
st. Novodmitrovskaya 2
Bld. 2, Floor 15, Office 1501
127015 Moscow
Russia

Kverneland Group Sverige AB
Skalles Väg 1, Norrköping
605 97
Sweden

Kverneland Group Czech s.r.o.
Kostalkova 1527
266 01 Beroun
Czech

Kverneland Group Danmark AS
Taarupstrandvej 25
5300 Kerteminde
Denmark

Kverneland Group Italia srl
Via Dell'Industria, 22/A
46043 Castiglione Delle Stiviere - MN
Italy

Kverneland Group Ibérica, S.A.
Zona Franca Sector C - Calle F. No. 28
08040 Barcelona
Spain

Kverneland Group Ireland Ltd.
Hebron Industrial Estate
Kilkenny
Ireland



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