# **Warranty conditions**

#### PRINOTH GmbH



#### 1. REFERENCE TABLE

Vehicle types	Warranty period (PFZ, OM accessories, OM tracks)
RAPTOR series and attachments	12 months or 1000 operating hours, whichever comes first.

### 2. TIME FRAME

The warranty period for new machines is 12 months or 1,000 operating hours from startup (whichever comes first), but a maximum of 18 months from delivery from the factory (Incoterm 2020: Ex Works) for new machines. Exceptions apply as per articles 5 and 6

# 3. WARRANTY CONDITIONS

The application of the warranty services depends on the following conditions:

- A. The seller's Service & Warranty department is exclusively responsible for processing warranty claims.
- B. In the case of warranty claims on diesel engines, these are handled by the local authorized workshop of the respective engine manufacturer. The warranty conditions of the Original Equipment Manufacturer (OEM), which are enclosed with the product and provided by the OEM, apply. In the event of a warranty claim, the local authorized workshop must be contacted directly and PRINOTH must be informed.
- C. The purchaser is obliged to send the handover protocol, which was filled out when the vehicle was handed over to the end customer, to the PRINOTH customer service department, within 14 days of commissioning the new machine, by email to <a href="mailto:warranty.germany@prinoth.com">warranty.germany@prinoth.com</a> otherwise the period starts with the (Incoterm 2020: Ex Works) delivery date of the new machine.

NOTE: Should there be any deviation in the delivery date, PRINOTH reserves the right to refuse/charge back all warranty costs outside the original warranty period.

- D.The purchaser must provide proof (upon request) that the operating and maintenance guidelines specified in PRINOTH's technical documentation have been and will be followed.
- E. Repairs and parts replacements must be carried out by an authorized PRINOTH representative, a trained PRINOTH mechanic or a mechanic who has successfully completed PRINOTH training.
- F. The purchaser is responsible for returning all defective parts that have been replaced under warranty to the PRINOTH representative/dealer. For processing, warranty claims and defective parts must be returned by the purchaser to the authorized PRINOTH representative/dealer within 30 days of the date of use. Returned spare parts will only be accepted with a fully completed warranty label.
- G. Required spare parts are always initially invoiced to the purchaser by the seller. If, after examination by the seller, it turns out that the purchaser has a warranty claim, the amounts already paid will be credited.

# 4. WHAT PRINOTH UNDERTAKES

The seller's warranty includes free delivery and/or repair of the components found to be defective. Further claims, in particular for losses and indirect damages including consequential damages, are excluded. PRINOTH reserves the right to periodically visit end customers to assess vehicles, the repairs carried out and the use of OM parts/spare parts. The purchaser guarantees this right on behalf of its end customers.

# <u>5. EXCEPTIONS - OTHER THAN WARRANTY - AT THE EXPENSE OF THE PURCHASER</u>

Excluded from the warranty are: Parts in contact with the ground and all those typical parts that are subject to natural wear and tear (e.g. but not exclusively: lubricants, fuel, filters, lamps, fuses, windshield wiper blades, windows, mirrors, sprocket wheels, tires, guide wheels, rollers, pulleys, belts of all kinds, rotor tools, tool holders, wear and scuff plates, rubber tracks, etc.)

- A. Spare parts and/or accessories that are not original PRINOTH parts/spare parts, as well as damage caused by the installation of non-original PRINOTH parts.
- B. Damage caused by improper maintenance as specified in the PRINOTH technical documentation.
- C.The regular maintenance costs including tuning, adjustment procedures, parts and lubricating greases.
- D.All additional attachments and options (as well as damage caused by them) that the purchaser has installed on the vehicle.
- E. Damage caused by, but not limited to, accidents, water ingress, fire, misuse or neglect (as specified in the user manual).
- F. Damage caused by working conditions that are not compatible with the vehicle design (as specified in the user manual).
- G.Damage caused by unauthorized modifications to the vehicle.
- H. Damage caused by a defective part in paragraph 6.
- Indirect or subsequent damage to the purchaser including, but not limited to, travel expenses (travel time, mileage allowance), the cost of accommodation and meals of the personnel employed to remedy the defect.
- J. Transportation costs and any customs clearance costs incurred for the object of purchase to the seller's registered office and vice versa.
- K. Towing or test drives, telephone calls, telegrams and electronic messages, cabs, rental vehicles and other incidental or subsequent damages.
- L. Damage caused by improper storage.
- M.Checks at the handover of vehicles

NOTE: Deviating regulations can be agreed individually between the seller and the purchaser, exclusively in writing.

# **6. SPECIFIC COMPONENT WARRANTY**

- A. The battery has a warranty period of 3 months, excluding parts, and comes into effect as soon as the vehicle leaves the authorized PRINOTH dealership.
- B. The diesel engine is covered by the warranty of the relevant manufacturer (applied to all vehicle models)

#### 7. EXPLICIT OR IMPLICIT WARRANTIES

This warranty is in lieu of all other warranties, express or implied, including, without limitation, the warranties of merchantability (that a product is of average quality and fit for normal use) or fitness for a particular purpose, to the extent that they cannot be disclaimed. If the same cannot be excluded, this implicit warranty is in any case limited to the term of the contractual warranty. Incidental and subsequent damages are excluded from coverage under this warranty.

Only authorized representatives of PRINOTH may make representations or warranties that differ from those in this agreement.

PRINOTH reserves the right to change these warranty conditions at any time, whereby the version at the time of sale of the vehicle shall always apply.

These warranty conditions are available in German and English. In case of doubt, the German version prevails.

OEM = Original Equipment Manufacturer - OM = Original Manufacturer