



Bernard van Lengerich
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Warranty Conditions

Warranty period

Bernard van Lengerich Maschinenfabrik GmbH & Co. KG, warrant their machines against faulty workmanship and materials for 12 months, or 1,000 working hours, whichever occurs first, from the date of installation with the end buyer. This is confirmed with a hand over document, signed by the end user and the dealer. The machine must be used for its intended purpose. If the commissioning of the machine has been documented with the aid of the handover protocol enclosed with the machine, the starting date of the warranty period is the date of commissioning. However, commissioning must take place no later than 6 months after delivery. For stock machines or demonstration machines, the commissioning period is max. 18 months after delivery, provided that a proper inspection (inspection, oil change, lubrication, ...) was carried out before handover to the end customer. This has to be confirmed in the handover protocol as well. The handover protocol must be submitted to BvL no later than 14 days after commissioning.

A warranty period of 12 months or 1,000 operating hours after the date of installation. The warranty refers only to the spare part itself and not to possible consequential damage.

Registration and instruction of the machine

On the day of handover of the machine to the customer, the service partner undertakes to register the machine via the BvL service portal or via the handover protocol (enclosed with the machine in the black box). The service partner cannot submit a warranty or guarantee application via the warranty portal for unregistered machines. By registering the machine, the service partner confirms the proper handover of the machine and of all necessary documents. The BvL machine is being instructed to the customer by the service partner.

Liability for material defects

If a defect occurs, the service partner is obliged to notify BvL immediately in writing.

BvL may instruct the service partner to carry out repair work independently for damages within the warranty period. The costs incurred for this can be claimed from BvL via a warranty application.

Only in urgent cases where operational safety is endangered or in order to prevent disproportionately large damage, in which case BvL must be informed immediately, shall the service partner have the right to remedy the defect itself or have it remedied by third parties.

Warranty claims may only be asserted for the actual item. No claims may be made for consequential damages or costs resulting from failure of the machine/component, bridging and loss of production. Nor shall BvL be liable for consequential damage to connected machines, buildings, animals, etc.

Warranty application

In order to have warranty work covered, the service partner must submit a warranty application in the BvL service portal. The online warranty application at www.bvl-farmtechnology/service should be used for this purpose. The application must be submitted within 4 weeks of the occurrence of damage. If the application is submitted after the warranty period has expired, the manufacturer reserves the right to reject it.

The service partner must submit a separate application for each case of damage. The application must describe the damage sufficiently and in detail. Applications that do not contain a meaningful description of the damage will not be processed and will be rejected.

Inspection and return of damaged parts

Insofar as defective components are required by BvL for assessment, these old parts must be returned to BvL within 15 days after damage, otherwise the warranty claim shall lapse. A return delivery note with reference to the warranty claim must be enclosed with the return part. The return part must be made in such a way that



an assessment and fault diagnosis is possible (seal hydraulic components, pack electronic devices water sealed and secure them against impacts). The return delivery note must contain at least the following information:

- Name and address of the customer
- Name and address of the service partner
- Machine number
- Description of the returned item
- Reason for return
- Return date

Only professionally disassembled and complete parts can be considered for warranty claims. If the submitted parts are damaged during disassembly, all warranty claims are forfeited, unless the part could not be removed without damage. In case of an unjustified complaint, the service partner has to take the freight costs of the returned parts.

In the event of a warranty claim, old parts shall become the property of BvL. In the event of rejection, the old parts submitted will be disposed within 14 days unless the service partner explicitly requests their return.

After the damaged part has been assessed and examined by BvL, a decision will be made and, if necessary, the application will be credited.

Shipment of requested warranty parts

BvL make efforts to send the requested parts to the service partner as quickly as possible. Therefore, the spare parts are transported in the most cost-effective way. If the customer requests non-standard transport (special transport such as overnight express, taxi, etc.), additional costs shall be borne by the recipient.

The parts sent and requested from warranty applications are always invoiced with the note "a credit note of this invoice will be issued if the warranty is accepted". This invoice must be paid fully in advance. If there are claims for warranty reasons, the delivery will be credited in whole or in part after verification and acceptance.

Disclaimer of warranty

No warranty is given in the following cases in particular:

- Unsuitable and improper use (not intended use)
- Overstressing of the machine (not intended use)
- Incorrect assembly or commissioning
- Damage due to incorrect operation
- Parts subject to natural wear and tear (such as mixing augers, knives, conveyor belts, tyres, bearings, cardan shafts and similar)
- Incorrect and negligent handling
- Unsuitable components and maintenance resources
- Chemical, electrochemical or electrical influences, insofar as these are not in the responsibility of BvL
- Damage due to inadequate maintenance and care
- Damage due to manipulation of components

The warranty does not apply if the machine/ part have been tampered with by third parties without informing BvL. Furthermore, the warranty is excluded in the case of damage caused by negligent or improper handling, non-observance of the operating instructions or use of other than the prescribed operating materials. The machine has to be maintained regularly according to the instruction manual. Faulty maintenance may lead to an exclusion of warranty claims. The service and maintenance work must be documented and presented on request. Any further claims which may arise from defects or from the lack of warranted characteristics of the object of purchase are excluded.

Compensation



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In the event of a warranty claim, the service partner can claim costs for materials and services from BvL. If necessary, BvL will also cover the costs of travel to and from the end customer or the location of the machine (but up to a maximum of 100 km for a single journey). The direct route from the customer's service workshop to the end customer or the location of the machine shall be considered. BvL reserves the right to check these costs. If warranty or repair work exceeds a value of €500, such work must be expressly approved by BvL's service partner in advance, stating the anticipated costs. The service partner shall be responsible for maintaining the proportionality of the warranty and repair work. The warranty compensation shall be based on the BvL price list. We do not reimburse any labour or travel costs in the event of spare parts complaints.

If more than 4 weeks elapse between the date of occurrence of the damage and the date of receipt of the warranty application, BvL reserves the right to reduce the application or reject it completely.

If replacement parts for damage within the warranty period are not purchased from BvL, these may only be claimed from BvL at the value of the manufacturing costs in the event of a warranty claim.

Final clause

Should any clause of this directive be or become invalid or void, the remaining clauses of this directive shall not be affected. This directive as a whole shall be preserved. For this reason, the parties shall replace the invalid or void provision with a valid provision that comes as close as possible to the economic purpose of the invalid or void provision.

The law of the Federal Republic of Germany shall apply, excluding the referral norms of German International Private Law and the UN Convention on Contracts for the International Sale of Goods.

In addition, the provisions of the valid General Terms and Conditions of BvL shall apply.