



Warranty Terms

Warranty Period

The warranty period is 12 months or 1,000 operating hours from the date of delivery of the machine. The machine must be used for its intended purpose.

If the commissioning of the machine has been documented using the handover report supplied with the machine, the start date of the warranty period shall be 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 a maximum of 18 months after delivery, provided that a proper inspection (check-up, oil change, lubrication, etc.) has been carried out prior to handover to the end customer. This inspection must be documented and sent to BvL Service. The handover report must be submitted in full to BvL by email or via the service portal no later than 14 days after commissioning. If the handover report is not sent within 14 days, the date of BvL's invoice shall be deemed the start of the warranty period.

Spare parts are also covered by a warranty period of 12 months or 1,000 operating hours from the date of installation. The warranty applies solely to the spare part itself and not to any consequential damage.

Registration and handover of the machine

On the day the machine is handed over to the customer, the service partner undertakes to register the machine via the BvL service portal or using the handover report supplied with the machine. The service partner cannot submit any warranty or guarantee claims via the service portal for unregistered machines. By registering the machine, the service partner confirms the proper handover of the machine and the necessary documents. Training on the BvL machine is provided by the service partner.

Liability for material defects

Should a material defect arise, the service partner is obliged to report this to BvL in writing without delay.

BvL may instruct the service partner to carry out repair work for damage occurring within the warranty period independently. The costs incurred in this regard may be claimed from BvL via a warranty claim.

Only in urgent cases where operational safety is at risk or to prevent disproportionately significant damage – in which case BvL must be informed immediately – does the service partner have the right to rectify the defect themselves or have it rectified by third parties.

Warranty claims may only be made in respect of the item itself. Consequential damages or costs arising from the failure of the machine or component, workarounds and loss of production cannot be claimed. Nor is BvL liable for consequential damages to connected machinery, buildings, animals, etc.

Warranty claim



To have the costs of warranty work covered, the service partner must submit a warranty claim via the BvL Service Portal. To do so, the online warranty claim form available at <https://www.bvl-farmtechnology.com/de/service/ticketsystem-garantieportal/>. The claim must be submitted within 4 weeks of the damage occurring. If the claim is submitted after the warranty period has expired, the manufacturer reserves the right to reject it.

The service partner must submit a separate claim for each instance of damage. The claim must provide a sufficient and detailed description of the damage, including photographs. Claims that do not contain a clear description of the damage will not be processed and will be rejected. BvL does not accept collective claims.

Inspection and return of damaged parts

Where defective components are required by BvL for assessment, these used parts must be returned to BvL within 3 weeks of the damage being reported; otherwise, the warranty claim will lapse. A return consignment note referring to the warranty claim must be included with the return shipment and must not be lost. The return shipment must be arranged in such a way that assessment and fault diagnosis are possible (seal hydraulic components; pack electronic devices in waterproof packaging and secure them against impact). The return consignment note must contain at least the following information:

- Customer's name and address
- Name and address of the service partner
- Machine number
- Description of the returned item
- Reason for return
- Date of return

Please send the damaged parts to the following address:

- BvL Maschinenfabrik GmbH & Co. KG
For the attention of the Service Department
Grenzstraße 16
48488 Emsbüren
Germany

Only parts that have been dismantled professionally and are complete and unopened can be considered for warranty claims. If the parts submitted are damaged during dismantling, any warranty claim shall lapse, unless the part cannot be removed without causing damage. In the event of an unjustified complaint, the service partner shall bear the return delivery costs.

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

Following assessment and inspection of the defective part by BvL, a decision will be made and, where applicable, a credit note issued in respect of the claim.



Dispatch of requested warranty parts

BvL endeavours to dispatch the requested parts to the service partner as quickly as possible. The spare parts will be transported in the most cost-effective manner. If the customer requests a non-standard method of transport (special delivery such as overnight express, taxi, etc.), any additional costs shall be borne by the recipient.

Parts sent in response to warranty claims are generally invoiced with the note: 'A credit note for this invoice will be issued if the warranty claim is accepted'. **This invoice must generally be settled in advance.** If warranty claims are valid, the delivery will be credited in full or in part following verification and acceptance.

Exclusion of Warranty

No warranty is provided in the following cases in particular:

- Unsuitable and improper use (use not in accordance with the intended purpose)
- Overloading of the machine (use not in accordance with its intended purpose)
- Incorrect assembly or commissioning
- Damage caused by incorrect operation
- Parts subject to natural wear and tear (such as mixing augers, blades, conveyor belts, tyres, bearings, drive shafts and similar items)
- Faulty or negligent handling
- Unsuitable operating materials
- Chemical, electro-chemical or electrical influences, provided these are not attributable to BvL
- Damage caused by inadequate maintenance and servicing
- Damage caused by tampering with components
- Components or parts sourced from third parties that are defective or fail will not be replaced or reimbursed by BvL under its own warranty. Claims arising from liability for material defects or under warranty must be made directly against the relevant upstream supplier. Upon request, BvL shall assign to the service partner or customer the warranty claims to which it is entitled against the upstream supplier, or shall, at its own discretion, assert these claims in its own name against the upstream supplier.
- Operating the machine with defective safety devices or with safety and protective devices that are not properly fitted or are not in working order,
- failure to observe the instructions in the operating manual regarding commissioning, use and maintenance,
- Unauthorised structural modifications to the machine,
- inadequate monitoring of machine parts subject to wear and tear
- repairs carried out improperly,
- catastrophic events caused by foreign objects or force majeure.
- Damage resulting from accidents, collisions, overturning, improper transport or improper storage
- Damage resulting from software tampering, cyber-attacks, malware or unauthorised digital interference.
- Surface corrosion, paint damage resulting from mechanical stress, and corrosion damage caused by aggressive feedstuffs, silage effluent or inadequate cleaning.



The warranty shall not apply if third parties have carried out work on the purchased item without BvL's consent. The warranty is also excluded in the case of damage attributable to negligent or improper handling, failure to observe the operating instructions, or the use of operating materials other than those specified or contaminated operating materials. The machine must be serviced regularly in accordance with the operating instructions. Inadequate maintenance may result in the exclusion of warranty claims. Service and maintenance work must be documented and presented on request. Any further claims arising from defects or the absence of warranted characteristics of the purchased item are excluded.

Remuneration

Where the service partner carries out work under the warranty in accordance with the above guidelines, reimbursement shall be governed by BvL's remuneration guidelines.

In the event of a warranty claim, the service partner may claim costs for materials used and services provided from BvL. Where applicable, we may also cover the costs of travel and journey time to the end customer or the machine's location (up to a maximum of 100 km for a single journey). BvL's remuneration guidelines apply in this regard. The journey distance is defined as the direct route from the customer's service workshop to the end customer or the machine's location. The travel time applies to one person; if the repair work had to be carried out by several people, this must be stated in the warranty claim. BvL reserves the right to verify these costs. The service partner is responsible for ensuring that warranty and repair work remains proportionate. Warranty reimbursement is based on BvL guidelines. We do not reimburse labour or travel costs for spare parts claims.

Multiple journeys will only be accepted if accompanied by a valid explanation. The service partner is responsible for keeping the number of visits to a minimum. Costs for cranes, lifting platforms, forklift trucks, recovery vehicles or other lifting and transport equipment will not be reimbursed. Transport costs for delivering the machine to the workshop or to third parties are also not covered by the warranty, nor are the costs of a replacement hire or loan machine. The performance of warranty work by does not trigger a new warranty period. The original warranty period remains in force.

If more than 4 weeks elapse between the date the fault occurred and the date the warranty claim is received, BvL reserves the right to reduce the claim or reject it entirely.

If spare parts are required for damage occurring within the warranty period, only original spare parts from BvL may be used. Express authorisation must be obtained from BvL Service for the use of third-party parts.

If spare parts for damage occurring within the warranty period are not sourced from BvL, they cannot be taken into account in the event of a warranty claim.

Modifications required by the manufacturer

The service partner is obliged to carry out the retrofitting measures required by the manufacturer's customer service department (Service Information) without delay and within the specified timeframe, particularly in the case of safety-related retrofits. The



relevant details will be sent to the service partner in good time via a Service Information notice. Should damage to the machines arise as a result of delayed or omitted retrofits, the liability risk may be borne entirely by the service partner.

Payment for a retrofit is made online on a per-machine basis via a warranty claim, specifying the details (area of damage, type of damage, work carried out and retrofit reference number) set out in the cover letter accompanying the retrofit.

Should the service partner receive retrofit parts for a machine that no longer falls within their area of responsibility, the manufacturer's customer service department must be informed immediately. The new location of the machine must also be communicated to the manufacturer's customer service department.

Final Provisions

Should any provision of this guideline be or become invalid or void, this shall not affect the remaining provisions of this guideline. This guideline shall remain in force in its entirety. For this reason, the parties shall replace the invalid or void provision with a valid provision that most closely approximates the economic purpose of the invalid or void provision.

The law of the Federal Republic of Germany shall apply, to the exclusion of the conflict-of-laws provisions of German private international law and the UN Convention on Contracts for the International Sale of Goods.

In addition, the provisions of BvL's current general terms and conditions shall apply.

Place of jurisdiction

The exclusive place of jurisdiction for all disputes arising from or in connection with this contractual relationship shall be Lingen (Ems), insofar as permitted by law.