

## **LIMITED WARRANTY**

This Limited Warranty is a product warranty given by Oy El-Ho Ab ("ELHO") warranting the quality of its manufactured products to the original owner. ELHO's liability for defects in the manufactured products is limited as stated in the conditions below.

### **1. Warranty extent and period**

ELHO warrants that new machinery and equipment manufactured by ELHO will be free from defects in material and workmanship under normal use for a period of twelve (12) months after the date of sale to the original owner ("the Customer") and under the condition that the Distributor has registered the warranty at ELHO by returning the Warranty

Registration Form within 14 days from the date of sale to the Customer ("the Limited Warranty").

A repair under this Limited Warranty does not extend the warranty period.

### **2. Warranty claim**

Any claim under the Limited Warranty shall be reported by returning a complete Warranty

Application to ELHO within 14 days from the date when the Customer made the Distributor aware of the defect; or else the warranty claim will not be accepted. A complete Warranty

Application shall in any case be sent to ELHO within 30 days from the date when the damage was discovered or should reasonably have been discovered; or else the warranty claim will

not be accepted. The Distributor shall prove that the Warranty Application was sent within the time limits stated above.

### **3. Repair or replacement procedure**

Under the conditions that the warranty has been correctly registered according to clause 1 and the warranty claim has been made in compliance with clause 2, ELHO assumes responsibility under the Limited Warranty to, at ELHO's option, repair or replace all parts that in ELHO's opinion are defected in material or workmanship. This responsibility can be satisfied by shipping the parts needed for repair or replacement to the Distributor. ELHO assumes responsibility for the costs of spare parts needed for repair or replacement and for the freight of these parts to the Distributor.

The Distributor shall maintain the defective parts for six (6) months after their replacement.

On ELHO's initiative and at its expense, the defective parts shall be shipped to ELHO for analysis.

### **4. Limitations on warranty coverage**

#### **4.1 Components not manufactured by ELHO**

Components not manufactured by ELHO, but incorporated in machinery and equipment manufactured by ELHO, e.g. hydraulic components, power transmission shafts, gearboxes,

tires etc., are covered by the warranty granted by the original manufacturer of the components.

#### **4.2 No warrant for fitness or performance**

ELHO does not warrant the fitness of the machinery or equipment for a particular purpose or the performance of the machinery or equipment.

#### **4.3 Damage caused by the owner**

The Limited Warranty does not cover damage or loss that in ELHO's opinion is resulting from normal wear and tear or damage or loss resulting from misuse, overload, accident, neglect or improper installation, operation or maintenance, alteration of the machinery or equipment without ELHO's written consent or usage of non-original parts. Agricultural machinery is subjected to wear and tear and needs regular maintenance.

#### **4.4 Deteriorating parts**

The Limited Warranty does not cover damage on wear parts e.g. protective canvases, blades, flails, conditioner fingers and shafts, discs, gear shaft for discs, skids, friction clutches, tines, tires, sharpening equipment, mulcher chains, v-belts, roller chains, chain tightener parts, scrapers, rubber dampers, filters or damage to paint due to normal wear and tear.

#### **4.5 Transportation**

The Limited Warranty does not cover damage or loss resulting from transportation from or to ELHO or between the Distributor and the Customer.

#### **4.6 Vandalism etc.**

The Limited Warranty does not cover damage or loss resulting from vandalism, theft or other comparable damage.

#### **4.7 Product improvement**

ELHO has a policy of continuous product improvement. ELHO reserves the right to develop, improve and alter the design of any ELHO product without assuming any obligation to modify any ELHO product previously manufactured.

#### **4.8 Consequential damage**

ELHO will not be liable for lost profits, loss of business, inconvenience, additional operating expenses, damage to harvest, damage or injury to properties or persons, or other loss or damage relating in any way to the machinery, equipment, products or services, whether direct or consequential, special, indirect or punitive, even if advised of the possibility of such losses or damage, or for any claim by any third party. The foregoing limitations apply regardless of the causes or circumstances giving rise to such loss, damage or liability, even if such loss, or damage or liability is based on negligence or other torts or breach of contract including, without limitation, fundamental breach or breach of a fundamental term.

#### **5. No assignment**

The rights of the Distributor under this Limited Warranty are not to be assigned to any third party.

#### **6. Entire warranty**

The foregoing Limited Warranty constitutes the entire warranty given by ELHO. There are no



other warranties or conditions, express or implied, in respect of the machinery, equipment, spare parts or services contemplated by these terms, including without limitation, no warranties or conditions of merchantability or fitness for a particular purpose.

#### **7. Indemnity**

The Distributor shall indemnify ELHO against all warranty claims or other claims regarding any cost, loss or liability from the Customer or any third party. The Distributor shall handle all warranty claims concerning ELHO products within its territory of business.

#### **8. Governing law**

This Limited Warranty is governed by the Finnish law.

#### **9. Disputes**

Any dispute, controversy or claim arising out of or in connection with this Limited Warranty, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The number of arbitrators shall be three (3). The place of arbitration shall be Helsinki, Finland and the language of the arbitration shall be English.

