



AM PREMIUM warranty certificate, terms & claim procedure

AM **PREMIUM** warranty on used self-propelled forage harvesters (SPFH)

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SPECIFICATIONS SPFH:

Brand & type	
Stocknumber	
Engine hours (picture)	
Start date warranty	
Chassis number	

OVERVIEW:

	A&M PREMIUM
Price	Standard in A&M website price
Issues Covered	Warranty on the inspected CROP FLOW components: <ul style="list-style-type: none"> - ranked with 3, 4 and 5 stars - - all approved crop flow bearings - - repairs executed by A&M -
Coverage	30 engine hours / 150 days
Bookable for	All used self-propelled forage harvesters with an A&M Inspection Certificate managed with Harvester Guard™ .
Area	Worldwide

Applicable for European Union, Norway, Switzerland and United Kingdom: available for end-users.
 Other countries & regions: AM EXCLUSIVE warranty is only valid in case the equipment is sold through an officially appointed local AM Machinery dealership.

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A&M PREMIUM WARRANTY:

The duration of the warranty is 30 engine hours or 150 days, whichever occurs first. Hours are counted and issued, as from the moment the SPFH is leaving the premises of A&M machinery BV in Horst, the Netherlands, registered in the machine warranty certificate.

A&M premium warranty is excluding headers. The warranty product only applies to used self-propelled forage harvesters, hereinafter referred to as "SPFH".

It covers all SPFH, inspected with the **harvester guard®** inspection software, authorized by A&M machinery BV. **There is no limit on age, engine or drum hours.**

Leading is the attached A&M inspection certificate, the warranty is covering:

1. All inspected crop-flow components with a 3, 4 or 5 star rating.
2. All crop flow bearings which have status approved.
3. All repairs completed by A&M machinery of the components with 1 or 2 stars:
 - a. Components with 1 star = worn or broken = must repair.
 - b. Components with 2 stars = poor condition = advice for repair.

When the buyer decides to buy a used SPFH in "as-is" condition (or AS IS plus parts) he gets no warranty on the components with 1 or 2 stars as reported in the machine warranty certificate. In case A&M machinery is ordered to repair the 1 and 2 stars components then warranty is in place, as repair implies upgrade to 5 stars. (New parts).

REPAIRS DONE BY A&M MACHINERY:

1	
2	
3	
4	
5	
6	
7	
8	
9	
10	

EXCLUSIONS:

The warranty does not cover any kind of malfunction and defects in the following parts: Engine / Transmission and Drive systems Mounts, Hoses, Gauges, Fittings, Oil Coolers / Radiators, All Hydraulic Components, O-rings and Bonded Washers, All Sealing, Quick Connect Couplers, Crop Engagement / Processing Components, A/C Systems, Filters, Belts, Pulleys, Lubricants, Antifreeze, Burnt and or Pitted

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Valves, Wiring Harnesses, Breathers, Adjustments, Shielding / Guards, Dry Clutches, Drive Couplings, Batteries, All Electrical / Electronic and Systems / Components Not Listed Above. Failures resulting from Vermin damage and Wear / Tear. Any of the above listed items requiring replacement through normal / manufacturer scheduled service operations. This plan excludes protection for any failure to any component caused by or resulting from the failure of a component not listed on the "Coverage Sheet" including any resulting damage to a "covered component".

Likewise the following is excluded (not covered) from the warranty:

1. Corrosion of material, breakage or damage on polyester, glass/windows, gfk or plastic components.
2. Problems due to metal fatigue.
3. Any electrical or software malfunctioning or damage including the electrical wiring harness.
4. Hydraulic system of the equipment.
5. Damage due to bad or no bearing lubrication, either manually or via a central lubrication system.
6. Damages occurred while harvesting crop for which the SPFH was not designed or crop that is not suitable to harvest due to crop type, age or condition.
7. If for any reason during the warranty period, the equipment fails and the owner decides to repair the problem without informing A&M machinery BV, the cost incurred shall not be reimbursed by A&M machinery BV and this warranty shall terminate immediately. In addition, A&M machinery BV will not pay for the cost of any failure analysis, repair and service cost without prior notice and approval by A&M machinery BV.
8. Depreciation caused by normal wear and tear, and sometimes even faults caused to particular parts by normal wear and tear.
9. The cost of items used to conduct maintenance and repairs, such as lubricants and filters.
10. Problems caused by misuse, abuse or improper maintenance.
11. Problems caused by certain types of alterations or modifications, such as performance tuning or 'chipping'.
12. Problems with parts made by another manufacturer (which may come with a warranty from the other manufacturer), such as tyres, radios and batteries.
13. Problems caused by repairs carried out other than by authorized dealers, or by use of non-OEM parts.

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14. Travel, transport and freight costs associated with warranty work.
15. Economic losses caused by machine downtime, or damage to property.
16. This warrant does not cover any foreign object damage.

TERMS OF WARRANTY

1. This warrant will become void if the product or any part thereof be used for any purpose other than that recommended by A&M Machinery BV. Likewise the limited warranty shall cease and become void should the product be misused, neglected, damaged or let out on hire to a third party without the A&M Machinery BV's prior consent. The company has the right to determine whether the named product has been misused, abused or lacked maintenance in any manner mentioned. The decision will be final.
2. A&M Machinery BV shall not be responsible or liable for any damage to the product or any part thereof caused in transit or when handled by an independent carrier or haulier.
3. A&M Machinery BV shall not be responsible or liable for any damages for loss of use, damage or inconvenience or loss of earnings resulting from a delay in delivery, haulage or carriage of any product.
4. A&M Machinery BV shall not be held responsible or liable in any way for any loss of earnings, caused by a breakdown of product or cost of labour or cost of replacement.
5. A&M Machinery BV shall not be responsible or liable for any injury caused by the product whether authorised to use the product by the company or not
6. A&M Machinery BV shall not be responsible or liable for any costs incurred in the removal or replacement of any component.
7. The customer shall be liable for the following costs and expenses:
 - Maintenance including adjustments to the product which is customary in the business in which the customer and A&M Machinery BV is engaged. This includes adjustments from time to time to keep equipment in good condition so that the equipment may perform the use for which it was intended.
 - Any claim form sent to A&M Machinery BV should have correct details of product, including date of purchase, use hours, pictures, dealer name and serial number.
 - The decision of A&M Machinery BV in all cases of claims shall be final and conclusive and the purchaser agrees to accept its decisions on all questions as to defect and exchange of parts.

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- Persons/Dealers/Distributors dealing with the A&M Machinery BV's products are in no way legal agents of A&M Machinery BV and have no right or authority to assure any obligation on their behalf, express, implied or to bind them in any way.
- All traveling costs and any other costs incidental to such repairs and deliveries.
- This limited warranty will not apply to any product which is altered or modified without the prior written consent of A&M Machinery BV.
- A&M Machinery BV reserves the right to incorporate any change in design or materials in the products.
- A&M Machinery BV reserves the right to incorporate any change in the terms and conditions applicable to the warranty and to the sale.

Disclaimer of consequential damages: in no event shall either party be liable to the other or any of these affiliates for any consequential, incidental, indirect, special, punitive or exemplary damages (including, without limitation, lost profits, business or goodwill) suffered or incurred by such other party or its affiliates in connection with this agreement, even if advised of the possibility of such damages.

Force majeure: neither party shall lose any rights hereunder or be liable to the other party for damages or losses (except for payment obligations) on account of failure of performance by the defaulting party if the failure is occasioned by war, strike, fire, act of god, earthquake, flood, lockout, embargo, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control and not caused by the negligence or intentional conduct or misconduct of the nonperforming party, and such party has exerted all reasonable efforts to avoid or remedy such force majeure; provided, however, that in no event shall a party be required to settle any labor dispute or disturbance.

Damages cap: the maximum aggregate liability of seller to purchaser under section of this agreement shall not exceed 50% of the purchase price of subject to this limited warranty. Covered are the cost of the replacement part(s) and the labor, in hours, to manage the replacement or repair. A&M machinery will always check their internal repair and parts database. Compensation is based on reasonableness and fairness.

Upon acceptance by buyer of the equipment, which acceptance shall be deemed to have occurred at the time that delivery of the equipment is made by seller to buyer, such acceptance constitutes an acknowledgment from buyer that the equipment is in good working order and condition, that the buyer is satisfied with same, and that the equipment is being sold to buyer subject only to the written warranty provided for in this document. Buyer expressly waives any warranty of merchantability or fitness for any particular purpose.

This agreement shall be governed by and construed in accordance with the **laws of the Netherlands** and shall be deemed to have been entered into and performable in Roermond Court. Jurisdiction and venue for any lawsuits filed to resolve disputes concerning this agreement shall be the court in Roermond.

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These warranty terms agreement and all agreements between A&M machinery BV and buyer that may ensue form it are subject to the terms and conditions of A&M machinery BV. The terms and conditions of A&M machinery BV are free downloadable on the website of A&M machinery BV (<https://www.ammachinery.nl/terms-conditions>) in the event of contradictions the terms and conditions.

CLAIM PROCEDURE

We need as much detailed information as possible so the engineers can have a full picture of the damage and the diagnostics and repairs that have been carried out.

In all cases, an eventual warranty case must be reported to AM machinery in horst, the Netherlands, or to your local AM machinery dealer, before starting the repair. No warranty is provided if damages are reported after the repair.

For claims with possibly higher value than EUR 5000 additional claim requirements apply, see next paragraph "High Value / Recommended Repair Procedure".

Pictures that the customer must make:

1. A picture before the repair of the broken part(s)
2. A picture of all faulty/claimed parts that have been removed from the machine
3. A picture after the repair of the broken parts(s)
4. A picture of the machine hours at time of failure.
5. A picture of the machine.
6. If oil is required due to damage causing external leakage, a photograph is required.

Requirements for pictures:

1. The failed/claimed part should be well away from the machine.
2. The part should be removed from any type of packaging.
3. The area should be clearly visible.
4. Pictures should be clear or without reflections that impair vision.

(see also examples of good and invalid type of pictures on next pages)

If above picture instructions are not strictly followed, all warranty conditions of AM machinery will become null and void.

In written the customer must provide:

Detailed description of the damage, cause and repair:

1. Damage description: what is the damage area?/which part is broken?/are there unusual noises?/what did customer notice?
2. Cause explanation: where is the damage coming from? What caused the damage?
3. If oil is required, due to damage causing external leakage, a photograph is required showing the reason for the specific amount of oil
4. Repair description

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- Were tests carried out during the repair? Provide the relevant diagnostic chart and data.
 - Detailed description of disassembly and assembly.
 - Clear details to explain claimed repair times (srt codes).
5. Work card or the report. (If helpful for the hours worked)
 6. Copies of the invoices from the repair company

Claim submission is 30 days after the end of the repair

High Value / Recommended Repair Procedure

For a high value repair / potential claim (over EUR 5000), we are unfortunately not able to provide any potential /pre-claim approval until the claim has been submitted and fully processed against the programme coverage and corresponding terms and conditions. In the event of a high value claim resulting in the possibility of an assembly replacement as alternative to a repair, this would have to be evaluated as the most economical means of repair and the following information provided to allow evaluation / recommended process to proceed. Please ensure the completed claim is received by us within your claim submission time frame and all required information attached.

Please ensure this process is followed when submitting a high value, and submit this information as a pre-pending claim for review and send an email to sales@ammachinery.nl, before a decision is made to repair and/or exchange or replace the defective component(s), please use the following inspection guide:

- Ensure the date of failure is entered in the claim.
- Ensure the hours are accurately recorded and photographed and added to the claim at the time of the intervention. We will not accept hours that do not match the photograph, however inaccurate. The photo must be taken when the mechanic first arrives at the machine.
- Please ensure you have a clear picture of the Vehicle Identification Number.
- Please ensure the primary causal part is clearly identified. We will not accept any assumption.
- Consider the reason for failure and establish the cause. If you cannot identify a cause, you may offer an opinion, which will be tested and analysed for probability by the engineering team.
- Send as much pictorial information (or video) about the complaint, particularly at the point that the client made the complaint and include pictures of the disassembly and

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anything you find that is related to the cause of the problem.

- For an oil consumption problem on an Engine, you will need to carry out an appropriate test on how much oil is being lost and over what period, which must be checked with the manufacturer's guidelines. If this is not carried out the claim will be declined.
- Any testing (Injectors, compression or otherwise) to confirm the problem, must be carried out and the test added to the claim, with a date and time it was carried out. If the tests do not support the causes found, the claim will be declined.
- Download of any error codes history and in particular highlight the time of failure with this evidence.
- An oil and fuel sample must be taken and if required, we may request the sample to be analysed. Any reports/results must be uploaded into the claim.
- Add all relevant invoices to the claim.
- Add all pictures of consequential part failures, that are direct result of a covered part failure.
- Spreadsheet identifying all parts with associated parts number, description, quantity, price and corresponding Labour Time (SRT Coding's) to perform repair of failed components.
- Spreadsheet identifying all parts and replacement assembly with associated part numbers, description, quantity, price and corresponding Labour Time (SRT Coding's) to perform assembly exchange.
- Full machine service history to hours

Please note: If a repair or replacement is recommended, there must be no betterment in the repair/replacement, only the causal part and consequential parts can be claimed upon. If betterment is required in a rebuild, then you must ask the client to reimburse these costs. All betterment cost will be declined and used in the calculation for a repair and/or replacement of the unit (HVN – high value notification)

- If there is a knowledge article or manufacturing bulletin or intervention regarding the cause of the problem, please ensure you add this information into the claim as it will help the claim engineer to resolve the claim much more efficiently and effectively.
- If you raise a pre-pending claim and it remains without any further action or activity on this claim up to a 3-month period, the pre-pending claim will expire, and you will not be able to raise a further claim in the system. However, please ensure you read the terms

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and conditions of the programme, because there are other limitations to the claim that would expire, before the 3-month period is over.

- If there are any delays in raising a claim, for example parts not available, please ensure you contact sales@ammachinery.nl and advise them of the delay, so that they may enter a note in the system. Failure to comply to this action, may result in your claim being declined.

Please be aware that any information provided on a recommended course of action to repair or replace is only a guide and all claim outcomes will be notified using the agreed claim process

NOTE: This document was written in English, any translation into another language is for ease of understanding. However, in the event of any discrepancy between the English document and the translation, the English text shall prevail.

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Examples of pictures



Failed area



Failure on part



Removed failed part

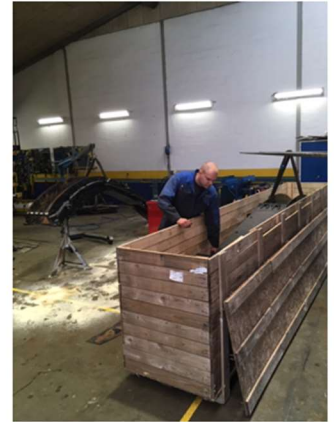


Failed area



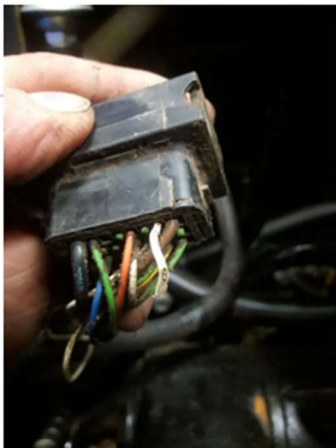
Removed failed part

Examples for pictures that cannot be excepted



- Part not removed from machine
- Not a clear picture
- Cause of failure cannot be determined
- Part in packaging

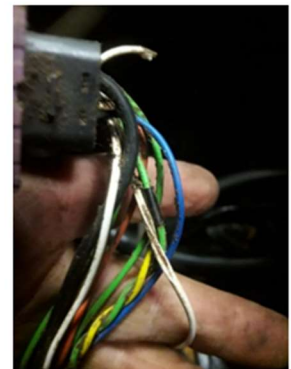
REPAIR



Only the failure is visible,
but not the repair



Before



After

