



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

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## SPECIFICATIONS SPFH:

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

## OVERVIEW:

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

## CERTIFICATE & TERMS



### 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 yard of A&M machinery BV in horst, the Netherlands, registered in the machine warranty certificate.

A&M premium warranty is excluding the attached header. The warranty product concerns 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 included in the list price and 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 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 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 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".

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Likewise the following is excluded (not cover) 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.
- 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.



## CONDITIONS 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 repair 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.
  - 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.

## CERTIFICATE & TERMS



**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 contract. 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.

These warranty terms agreement and all agreements between the supplier and buyer that may ensue form it are subject to the terms and conditions of the metaalunie. The terms and conditions of the metaalunie 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 of the metaalunie prevail.



## 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 A&M machinery in horst, the Netherlands, or to your local A&M machinery dealer, before starting the repair. No warranty is provided if damages are reported after the repair.

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.

If above picture instructions are not strictly followed, all warranty conditions of A&M 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?
2. Cause explanation: where is the damage coming from? What caused the damage?
3. Repair description
  - Where 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).
  - Work card or thd report. (If helpful for the hours worked)

Claim submission is 30 days after the end of the repair