

# GRUNDOPLUS

## WARRANTY CONDITIONS

### 1. SUBJECT OF THE CONTRACT

TRACTO (the guarantor) guarantees the customer (the beneficiary) — in return for payment of the agreed fee (net price) — that, for the duration of the warranty period, no defects will occur in the TRACTO product ("Machine") covered by the warranty that are attributable to mechanical or electrical faults during normal operation.

### 2. SCOPE OF WARRANTY CLAIMS

If a defect covered by this warranty arises, TRACTO will have the defect remedied (rectified) by a TRACTO customer center or an authorized TRACTO service partner. Defective parts may, at TRACTO's discretion, either be repaired or replaced.

No claims beyond rectification can be made under this warranty. In particular, there is no entitlement to delivery of a new product (replacement), provision of a substitute product during the repair period, reimbursement of costs for rental or loan equipment during the repair period, compensation for damages, or reimbursement for futile expenses — even if the defect covered by the warranty cannot ultimately be remedied.

Notwithstanding the above, TRACTO may choose to replace the defective part with a product of the same or substantially the same functionality if the required spare parts are unavailable.

### 3. WARRANTY CONDITIONS

The conditions for a service under this warranty are that during the warranty period, all inspection and maintenance work are carried out according to TRACTO's specifications, that this work and any repairs are carried out exclusively by TRACTO branches or authorized TRACTO service partners, and that only TRACTO original spare parts and lubricants are used. It is also a condition that the machine is not subleased during the warranty period.

### 4. EXCLUSIONS FROM WARRANTY

Normal wear and tear (i.e., any impairment due to usage not caused by material or workmanship defects) is excluded.

#### THE FOLLOWING ARE ALSO NOT COVERED BY THE WARRANTY:

- external modifications or installations and any resulting defects
- any drilling tools, drill rods, or other accessories (regardless of factory installation)
- routine maintenance as per the TRACTO operating/maintenance manual
- wear parts such as track chains, rollers, carriage bearings, combination rollers, drill shafts, wear plates, clamping jaws, mechanical seals, bentonite pump seals, valves, valve seats, belts, bearings, oils, fluids and batteries
- third-party systems and electronics not manufactured by TRACTO
- transport costs of the machine to the customer center or service partner
- shipping/transport costs of spare parts to the customer center or service partner
- travel costs of service personnel for on-site repair
- claims for consequential damages to other items, even if caused by a covered defect

Warranty claims are also excluded if the defect was caused by:

- failure to follow operational, handling, or care instructions (e.g., in the manual)
- external impact or environmental causes (e.g., theft, vandalism, accident, natural disasters, hail, fire, flood, corrosive substances)
- use of non-standard methods not described in the TRACTO manual
- unauthorized modifications or improper handling/overuse of the machine
- use of unsuitable/incompatible equipment or attachments
- use of inappropriate consumables
- improper installation or storage of the machine
- delayed defect notification or failure to provide an opportunity for rectification
- failure to fix another or smaller initial defect in time

Also excluded are claims where:

- the identification/serial number of the machine was altered or removed
- the hour meter was tampered with
- regular maintenance was not performed per TRACTO guidelines, especially when using non-TRACTO parts (e.g., altered engine parts, non-TRACTO oil/air/fuel/hydraulic filters)
- the parts were not supplied by TRACTO or an authorized TRACTO service partner
- the parts do not meet TRACTO specifications, particularly modified engine components, engine oil filters, air filters, hydraulic oil filters, and fuel filters

### 5. START AND DURATION OF THE WARRANTY

Depending on the agreement, the warranty lasts either 12 or 24 months and begins at the end of the statutory warranty period (usually 12 months after handover, or delivery if no handover certificate exists).

The warranty ends either when the agreed duration expires or when the maximum agreed operating hours are reached — whichever occurs first. Rectification does not suspend or restart the warranty period.

### 6. WARRANTY CLAIM PROCEDURE

The following applies to the handling of claims under this warranty:

- Claims under this warranty can only be asserted at a TRACTO customer center or an authorized TRACTO service partner
- A defect for which the warranty is to be invoked must be reported in writing without delay, but no later than three working days after its discovery, to a TRACTO customer center or an authorized TRACTO service partner
- Unless otherwise agreed, the customer must deliver the machine to the designated TRACTO customer center or the designated authorized TRACTO service partner at the agreed time
- Replaced parts become the property of TRACTO
- For parts installed or repaired as part of the rectification, the customer may assert warranty claims until the end of the warranty period

### 7. TRANSFERABILITY

In the event that the machine is sold during the warranty period, the rights under the warranty may be transferred to the purchaser.

This requires:

- written notification of the sale by the customer or the purchaser
- the names and addresses of the customer and the purchaser
- written approval by TRACTO After-Sales and Service Management

### 8. GOVERNING LAW AND JURISDICTION

This warranty is governed by German law. If the Beneficiary is a merchant, a legal entity under public law, or has no general place of jurisdiction in Germany, the exclusive place of jurisdiction for disputes arising from or related to this warranty is Lennestadt.

### 9. CONFIRMATION BY THE BENEFICIARY

By signing, the Beneficiary confirms receipt of the user manual for the TRACTO machine covered by the warranty and acknowledges and accepts the above warranty conditions.

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Place, date

Signature