



Dragotec USA, Inc. Warranty Terms and Conditions

1. Warranty Terms

1.1 Subject to the terms and conditions set out below, *Dragotec USA, Inc.* agrees to repair or replace the corn or sunflower head (herein referred to as Product) at its own cost, and any *Dragotec USA, Inc.* accessory supplied with it in circumstances where the Product does not perform in accordance with *Dragotec USA, Inc.*'s specifications during the Standard Warranty period of 12 months, commencing on the date of sale of the Product.

- (a) The warranty period for any Product that is leased, rent-to-rent, or rent-to-own begins the day the lease or rental begins.
- (b) Any Product that is leased, rent-to-rent, or rent-to-own is considered used Product and is not eligible under *Dragotec USA, Inc.*'s buy-back guidelines or state buy-back laws.
- (c) Any Product that is demonstrated for more than 250 acres will be considered used Product.
- (d) All warranty on any Product offered by *Dragotec USA, Inc.* is not transferable from the original owner, unless prior authorization from *Dragotec USA, Inc.* is obtained.

1.2 This contractual product warranty does not operate to limit rights under the statutory warranties referred to in clause 3.1 below.

1.3 All labor, mileage, and service fees are to be covered by the 1% Warranty Discount paid upon receipt of a signed *Dragotec* Warranty Registration Form.

1.4 All failed *Drago* parts will be reimbursed at Dealer Net value at the time the parts were purchased.

1.5 Warranty Start Date Waiver will allow customers to purchase equipment and have the warranty start date set to the estimated date the customer will place their equipment into service.

- (a) Authorized Dealers are cautioned to allow for seasonal shifts, due to the elements, when determining the waiver date with the customer. The waiver will only remain in effect provided the Product is not being used and remains in storage prior to the Date of First Use.
- (b) The Authorized Dealer is responsible for completing the pre-delivery inspection prior to the Product going into storage. The Product may be stored in dealer or customer storage. The Product must be available for inspection by any *Dragotec USA, Inc.* representative during the storage period. No warranty claims, excluding pre-delivery or approved updates, are to be submitted during the deferred period.
- (c) The Product must not show usage during the waiver period. The Authorized Dealer must notify *Dragotec USA, Inc.* by sending an email to warranty@dragousa.com no less than 7 days prior to the date the Product is being placed into service if that date is prior to the registered Date of First Use. Authorized Dealers should ensure the customer understands they need to notify the Authorized Dealer immediately if the Product is placed into service prior to the registered Date of First Use. Evidence of machine usage during the waiver period will result in the warranty start date to be re-set to the date of purchase.

2. Warranty Conditions

2.1 Valid Warranty Registration must be on file at *Dragotec USA, Inc.* before requesting service under the Standard Warranty.

2.2 Warranty Claims must be submitted within 90 days of the date of failure.

2.3 Should any pictures or failed parts be requested by *Dragotec USA, Inc.* the Authorized Dealer must supply the requested items.

- (a) Shipping arrangements for the failed parts to *Dragotec USA, Inc.* will be the responsibility of the Authorized Dealer. *Dragotec USA, Inc.* reserves the right to request specific shipping methods available to the Authorized Dealer.
- (b) *Dragotec USA, Inc.* will reimburse the Authorized Dealer for shipping expenses related to returning the failed parts. A copy of the invoice from the shipping company to the Authorized Dealer must be provided.
- (c) Any requests for more information, pictures, or failed parts by *Dragotec USA, Inc.* must be responded to by the Authorized dealer within 60 days of the request. The Authorized dealer can then resubmit the claim with the requested information.



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2.4 *Dragotec USA, Inc. requires the Authorized Dealer requesting service under the Standard Warranty to comply with directions from Dragotec USA, Inc. staff in relation to troubleshooting any issue and facilitating any repair or replacement under these Warranty Terms and Conditions.*

2.5 *The Authorized Dealer is responsible to inspect all goods received from Dragotec USA, Inc. upon arrival. In instances where goods have been damaged in transit, the Authorized Dealer must report this to Dragotec USA, Inc. within 20 days of receipt of the Product. Failure to report physical damage within 30 days of receipt may result in denial of warranty for physical damage.*

2.6 *Dragotec USA, Inc. reserves the right to replace the Product or relevant part with the same or equivalent Product or part, rather than repair it. Where a replacement is provided, Dragotec USA, Inc. will determine, in its discretion, the closest Product or part within the then current range of Products or parts offered by Dragotec USA, Inc. with which to replace the faulty or damaged Product or part. The replacement Product or part may differ with the replaced Product or part in size and specifications, at the reasonable election of Dragotec USA, Inc. Replacement of the Product or a part under the Standard Warranty does not extend or restart the Standard Warranty period.*

2.7 *Dragotec USA, Inc. may seek reimbursement of any costs incurred where the Product or part is found to be in good working order.*

2.8 *Dragotec USA, Inc. reserves reasonable discretion to determine whether any Product is or is not performing in accordance with Dragotec USA, Inc. specifications, subject to applicable law.*

3. General

3.1 *Legislation may imply warranties or conditions or imposes obligations on Dragotec USA, Inc., which cannot be excluded, restricted or modified in relation to consumer goods.*

3.2 *To the full extent permitted by law, but subject always to clause 3.1, the Standard Warranty and Extended Warranty will not apply in respect of a Product or part;*

- (a) If the Product or part has not been installed, operated, maintained or used in accordance with the manufacturer's instructions or specifications provided with the Product;*
- (b) If the factory-applied serial number has been altered or removed from the Product;*
- (c) Damage, malfunction or failure resulting from alterations, accident, misuse, abuse, fire, mis-adjustment of customer controls, tampering or unauthorized repairs by any persons, use of non-approved lubricants, or exposure to abnormally harsh conditions to the Product;*
- (d) Damage arising during transportation, installation or while moving the Product, or to any transportation costs of the Product or any parts thereof to and from the Authorized Dealer, unless otherwise specified in these Warranty Terms and Conditions;*
- (e) To any third-party attachments or replacement parts not contained in the Product as originally configured by the manufacturer;*
- (f) To any failure, to the extent that the failure is not a failure of the Product to perform in accordance with its specifications;*
- (g) To replacement or repair of any consumables (including knives, chains, and sprockets), or lost parts or accessories;*

3.3 *To the full extent permitted by law, but subject always to clause 3.1:*

- (a) Dragotec USA, Inc. will not be liable for any loss, damage or alterations due to third party attachments, no matter how occurring; or for any loss or damage arising from loss of use, loss of profits or revenue, or for any resulting indirect or consequential loss or damage.*
- (b) Dragotec USA, Inc.'s aggregate liability in respect of all claims under the Standard Warranty shall not exceed the original purchase price of the Product or, at Dragotec USA, Inc.'s option, the replacement of the Product or part with a like or similar Product or part.*
- (c) Dragotec USA, Inc. excludes all other warranties, conditions, terms, representations and undertakings whether express or implied.*