

## GENERAL WARRANTY CONDITIONS

### - FOR USE BY THE SALES NETWORK ONLY-

Gianni Ferrari S.p.A. and Officine Bieffebi s.p.a. (hereinafter referred to as Gianni Ferrari) appoint their own network of dealers/distributors<sup>1</sup> with the task of providing warranty-covered services.

In the countries where Gianni Ferrari has distributors, these have the duty to provide the Customer Support Service and the warranty-covered services in their own territory.

Dealers have the duty to provide customer support and warranty covered services to their clients (end users). All must comply with each countries consumer law provisions.

The Dealer shall, before delivering the machine to the end user, carry out a series of checks and verifications and providing the end user with all information on the correct use and maintenance of the product.

The main operations carried out by the dealer before delivery of the machine are:

- checks, technical inspections and adjustments before commissioning;
- checking of the levels of oils and other fluids;
- delivery of the operating and maintenance manual together with the certificate of conformity;
- delivery of engine documentation;
- description of product operation;
- description of the operation of the safety devices/equipment;
- description of the importance of scheduled maintenance;
- description of the general warranty conditions.

We recommend that dealers should assist the end user, upon product delivery, to ensure that the registration of the product is completed on [www.gianniferrari.com](http://www.gianniferrari.com)

### WARRANTY DURATION

The Gianni Ferrari warranty on new products lasts 2 years (24 months) from the date of purchase by the end user or 5 years (60 months) from the delivery to the dealer/distributor, whichever condition occurs first.

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<sup>1</sup> Dealer: a company that purchases the machines directly from Gianni Ferrari to resell them to the end customer;  
Distributor: a company that purchases the machines directly from Gianni Ferrari to distribute them over its territory and dealers.

Machines and attachments the dealer leases or provides as courtesy equipment have a 12 months warranty effective from the delivery to the dealer/distributor.

The engine is covered by its own warranty, which is indicated on the documentation of the engine itself. Management of the engine (and components thereof) warranty is under exclusive competence of the Customer Support Service of the Engine manufacturer. Without prejudice to the assurances provided by applicable local legislation and unless the law provides for a longer period of time, the Dealer shall offer a 2 years (24 months) warranty, effective from the date of sale to the end customer.

#### SCOPE OF THE WARRANTY

During the warranty period the dealer undertakes to have any component suffering from a material or workmanship defect material repaired or replaced free of charge.

Repair or replacement of a defective component does not extend or renew the warranty period.

The warranty covers the product only if it is used in compliance with the use and maintenance manual provided with the product as well as with the safety/warning labels. Regulations and calibrations during assembling, checking of fluid levels and commissioning shall be the responsibility of the Dealer who shall be liable for any such shortage or noncompliance (which will be covered by the warranty).

#### NOT COVERED BY THE WARRANTY

The warranty is void if the defect is caused by:

- negligence or lack of care;
- misuse or improper use;
- mishandling;
- use and maintenance non-compliant with the times and modalities stated in the use and maintenance manual;
- accidents;
- use of non-original spare parts;
- changes and modifications not authorized by Gianni Ferrari and/or use of unauthorized accessories and equipment.
- combination of machine and attachment not authorized by Gianni Ferrari

Damage caused by bumps, stones, or foreign objects in the work area is not covered by the warranty.

The normal wear of consumables such as filters, oils, spark plugs, light globes, tyres, belts, blades etc is not covered by the warranty.

#### RIGHT OF WITHDRAWAL OF THE DEALER/DISTRIBUTOR

Should a defect be due to workmanship and/or material and therefore be the responsibility of Gianni Ferrari, the dealer/distributor shall refer to Gianni Ferrari for warranty-covered servicing.

1. For any problem to thermal engines and related components the dealer shall contact the service network of the engine manufacturer
2. For all problems to Hydro-Gear® transmissions the dealer shall contact the Hydro-Gear® service network

3. Repairing or disassembling any of these components without a written authorisation by Gianni Ferrari is forbidden. Any non-authorised disassembling or repair shall not be covered by the warranty.

1. Hydraulic pumps and engines
2. Hydraulic steering systems
3. Hydraulic cylinders
4. Dispensers, joysticks, hydraulic valves and foot-operated controls
5. Wheel drive axles and gearboxes
6. Cardan (PTO) shafts
7. Electronic components (control units, dashboards)
8. Electric motors and actuators
9. Electromagnetic clutches
10. Pneumatic seats compressor
11. Air conditioning compressors and heating units
12. Radiators

Should Gianni Ferrari consider it necessary to have the damaged component returned to them to carry out the necessary checks, the component shall be returned in the exact conditions as when the fault occurred: in particular the component must not be disassembled, broken down in its main part, cut open or removed from the main circuit, tampered with, modified or repaired. Failure to comply with the above prescription will void the warranty.

In case of doubt ask our technical staff.

During the warranty period, Gianni Ferrari undertakes, through its own Dealer, to have any component suffering from a material or workmanship defect repaired or replaced free of charge by the technical staff.

Please remember that, as per the agreements already in force between Gianni Ferrari and its dealers/distributors, any labour cost due for the replacement or repair of faulty parts is covered by a flat rate included in the discount reserved to the dealer/distributor.

Gianni Ferrari will consider any warranty claims only if the product is already registered on the portal [www.gianniferrari.com](http://www.gianniferrari.com) and the registration is complete with a copy of the purchase document.

The product must be registered within 15 days of purchase.

#### WARRANTY-COVERED REPAIRS REQUESTS SUBMISSION AND PROCESSING PROCEDURES

1. Only the requests submitted via the relevant form will be taken into account;
2. The forms must be filled in completely;
3. Only requests pertaining to products registered within the times and terms required by the product registration procedure will be taken into account;
4. The requests shall be submitted no later than two months after the fault has been found;
5. After the warranty has been recognised to be applicable, Gianni Ferrari reserves the right to fulfil the request either by sending the part or refunding it in an agreed way. The refund will be possible only in case the material was previously purchased from Gianni Ferrari and the refunded amount is equal in value to the purchased material. Material not purchased from Gianni Ferrari will not be refunded;

6. In case of urgency on the part of the dealer/distributor, Gianni Ferrari will carry out an urgent shipment of the component. After the warranty has been recognised as applicable, Gianni Ferrari shall issue a credit note according to the conditions set forth in the previous points;
7. The recognition of applicability of the warranty may be subject to the inspection of the damaged component by Gianni Ferrari. In this case the component shall be returned to Gianni Ferrari in the exact conditions it was when the fault occurred: in particular the component must not be disassembled, broken down in its main part, cut open or removed from the main circuit, tampered with, modified or repaired. In case of doubt ask our technical staff;
8. The material that Gianni Ferrari requests to view shall be sent to the relevant Spare Parts Warehouse (Gianni Ferrari s.r.l. or Officine Bieffebi s.p.a.);
9. Each returned piece or group of parts must be identified with the reference to the warranty claim by enclosing a copy of the form.
10. Only authorised returns will be accepted.