



ERO Warranty Conditions

Preamble/scope of application

- The assertion of warranty claims by customers to whom ERO GmbH (hereinafter referred to “ERO”) has delivered machines or spare parts, and the fulfillment of warranty obligations by ERO take place in accordance with these warranty conditions. Conflicting customer conditions or those that deviate from the present ones are not recognized. This also applies where ERO carries out a shipment to a customer without reservation while aware of diverging or contrary conditions of the customer. Deviations from these warranty conditions shall only take effect if ERO acknowledges them in writing or in textual form.
- These warranty conditions also apply without any special further agreement to all future business transactions of the same kind with the same customer.
- Ancillary agreements, subsequent changes to the agreement, deviations from these warranty conditions and/or assurances shall only take effect if they are confirmed by ERO in writing.
- These warranty conditions only apply if the customer is an entrepreneur (German Civil Code § 14), a legal entity under public law or a special fund under public law.

1. Commencement, duration and proof of warranty

- 1.1 The warranty period granted by ERO for machines and spare parts delivered by ERO commences with the passing of risk. The risk passes to the customer upon the delivery of goods. In the case of sale by delivery, however, the risk shall pass to the customer upon delivery of the goods to the shipping agent, the carrier or any other person or entity charged with the shipment. The handover shall be deemed equivalent if the customer is in default of acceptance.
- 1.2 The ERO machine handover protocol serves as proof of handover or, in the case of sale by delivery, the delivery note.
- 1.3 In addition to the statutory warranty, ERO grants a 12-month warranty for machines and spare parts delivered by ERO.

2. Prerequisite for warranty claims

- 2.1 If the customer is a merchant in the sense of the German Commercial Code, the customer's warranty claims require that the customer has complied with its statutory inspection obligation and requirement to make a complaint in respect of a defect immediately on receipt of the goods. If the customer notices a defect either at delivery, inspection, or a later, ERO must be notified without undue delay. Any defect must be reported to ERO without delay, or at the latest 14 days after the damage occurs, by submitting a warranty claim.
- 2.2 Warranty claims can only be made online via the ERO warranty portal.
- 2.3 Warranty claims can only be submitted by certified ERO dealers if and to the extent that there is a contractual relationship between the dealers and ERO. End customers, who have no contractual relationship with ERO, cannot enforce any warranty claims against ERO during the warranty period without prior approval.
- 2.4 In principle, within Germany, all defective parts relevant to the warranty case must be returned to ERO within eight working days of submitting the warranty claim using the most cost-effective route specifying the warranty claim number and the corresponding proof of origin. For warranty cases made by dealers located outside the Federal Republic of Germany, all parts related to the warranty repair must be stored until the warranty is fully clarified and sent to ERO upon request. If and to the extent that ERO requests the return of these parts, they must be returned to ERO within 16 working days after receiving the return request, using the most cost-effective route specifying the warranty claim number and the corresponding proof of origin.

3. Nature and scope of the warranty

- 3.1 Any material or manufacturing defects occurring within the warranty period shall be rectified by the ERO factory customer service or an ERO authorized service partner. At ERO's discretion, this shall be done either by repair or by replacement/exchange of the affected parts. Disassembled parts pass into ownership of ERO.
- 3.2 Expenses required for inspection and subsequent performance, in particular for transport, travel, labor and materials are borne by ERO if there is actually a defect. Spare parts delivered for warranty work are initially invoiced to the customer immediately upon delivery. After the goods have been inspected by ERO, these will be reimbursed via a corresponding document (credit or cancellation invoice) if there is actually a defect.
- 3.3 Invoices or payment deductions cannot be accepted for warranty processing.
- 3.4 Transport damages are not considered as warranty cases and are therefore not covered by the manufacturer's warranty.
- 3.5 ERO is liable for damages – regardless of the legal reason – if ERO, its legal representatives or subcontractors caused them intentionally or through gross negligence. In the event of simple negligence, ERO or its representatives or subcontractors or persons otherwise employed by it, whose culpability ERO is responsible for according to the statutory provisions, is only liable for damage to life, limb or health, for damage from a not insignificant breach of a substantial contractual obligation (an obligation whose fulfillment is essential for the proper execution of the contract and whose observance the contractual partner regularly counts on and has a right to count on), in particular for damage from the culpable violation of the obligation to deliver the goods free of material and legal defects as well as the transfer of ownership; in this case, however,

ERO's liability is limited to compensation for foreseeable, typical damage. The aforementioned limitations on liability also apply to consequential damages of any kind resulting from warranty-related damages. The aforementioned limitations also apply to the personal liability of legal representatives, subcontractors and other employees of ERO. The aforementioned limitations on liability do not apply insofar as ERO maliciously conceals a defect or provides a guarantee for the quality of the goods and for claims under the Product Liability Act. For internal compensation according to Product Liability Act § 5 sentence 2, the aforementioned provisions remain in force. The customer can only withdraw or cancel due to a breach of duty that is not a defect if ERO is responsible for the breach of duty. Requirements and consequences in law also apply. The aforementioned provisions do not provide for a change in the burden of proof to the detriment of the customer.

4. Compensation for warranty services

- 4.1 Should it be ascertained after notification of defects and inspection that there is actually no defect, ERO can demand compensation from the customer for costs incurred as a result on an unjustified request to remedy a defect. This does not apply if the customer was unaware of the absence of any defect. Warranty services are remunerated based on the currently applicable hourly labor rate for warranty work. Working hours and any incurring travel times are considered as working hours in the warranty claim. The distance traveled will be reimbursed based on the corresponding mileage allowance.

5. Basics of the warranty

- The maintenance intervals specified in the operating instructions of the machine must be observed. Annual inspections must be carried out and verified by an authorized ERO service partner.
- It must be ensured that only equipment approved by ERO in the operating instructions is used.
- Only genuine ERO maintenance, wear and spare parts may be used.
- It must be ensured that the personnel operating the machine are adequately trained.
- Repairs falling within the scope of the warranty may only be carried out by authorized ERO service partners.

6. Limitation of warranty

- Natural and normal wear and tear
- Tires and rims
- Glass (mirrors, windows, door and cab windows, headlights)
- All parts and components that interact with plants and materials of the vine row structure (posts, wire) and the consequential damages that result from this
- Damages caused by accidents, improper operation or negligence
- Any consequential costs and contamination of the harvested product and soil caused by operating materials
- Damage to the machine's harvesting equipment caused by insufficient cleaning
- Accidental damages or consequential damages caused by contamination of the harvested product
- Downtime
- Incorrect installation, e.g., non-compliance with applicable regulations, installation instructions and operating instructions
- Improper use/culpability
- Defects due to external factors
- Repairs or modifications not made by ERO or an authorized party
- Use of non-original accessories or non-original ERO spare parts
- By overstraining the parts beyond the performance specified in the operating instructions. Please refer to the operating instructions and contact the ERO Customer Service if you have any questions.
- The warranty period is not extended due to warranty works
- For grape harvesters, the warranty on the vehicle frame is limited to 60 months.

In addition, we refer to our General Terms and Conditions, which are recognized by you and are the exclusive basis of our business relationship. If and to the extent that the present warranty conditions conflict, our General Terms and Conditions take precedence. The present warranty conditions merely supplement our General Terms and Conditions.

These warranty conditions can be updated at any time. The conditions valid at the time of damage apply.