

Warranty conditions TS INDUSTRIE GmbH E models GS/e PUMA - GS/e JAGUAR - GS/e PANTHER Status 11/2023

1. TS INDUSTRIE GmbH - WARRANTY

TS INDUSTRIE GmbH, Industriering Ost 42, 47906 Kempen, Germany, registered in the Krefeld Commercial Register HRB 17469, hereinafter referred to as the "Manufacturer", provides a warranty for each new TS INDUSTRIE GmbH forage harvester sold and used in Germany and the EU27 markets (see section 1.2) for the following periods and number of operating hours specified in section 1.1.

Any authorised TS INDUSTRIE GmbH dealer will repair or replace free of charge the parts and components covered by the descriptions in the following sections that are defective in material or workmanship

This warranty excludes the items listed in Section 4 "Warranty Exclusions".

The method of repair or replacement must be determined by the authorised TS INDUSTRIE GmbH dealer.

1.1 WARRANTY ON BATTERY-POWERED ROTH HACKERS GS/e PUMA, GS/e JAGUAR, GS/e PANTHER

1.1.1 Warranty claims in accordance with the manufacturer's general terms and conditions apply to new TS INDUSTRIE GmbH rotor shredders for an initial period of two (2) years (or 650 hours of machine operation in total), starting from the date of the dealer's invoice to the end customer. Provided that this invoice is issued by TS INDUSTRIE GmbH to the authorised reseller within 12 months of the invoice date. The dealer's invoice to the end customer is decisive.

1.1.2 Only the registration of the new shredder on the website <u>www.ts-industrie.eu</u> entitles the customer to an additional year of warranty (or 1000 hours of total use of the machine) on the 1st date reached. This mandatory registration of the machine must be carried out by the authorised TS INDUSTRIE GmbH dealer, at the latest within one month of the sale. The invoice for the sale to the buyer and first owner of the machine must be enclosed.

1.1.3 The warranty for new rotor shredders covers all parts and components (except for the exceptions listed in section 4 of this document) of every new TS INDUSTRIE GmbH shredder that has a material or manufacturing defect.

1.1.4 Expressly covered by the warranty are: the machine body, the rotor or chipper disc Also covered by the warranty are

• The electric motor, the charger, the power box.

• The batteries: 85% of SOH up to 3 years or 1000h.

1.1.5 The warranty applies to normal use of the product. It therefore applies to defects attributable to materials, manufacturing or assembly faults.

1.2 GEOGRAPHICAL COVERAGE

The warranty for the TS INDUSTRIE GmbH shredder applies in Germany and the EU27 markets.

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2. WARRANTY CONDITIONS

2.1 Applications for warranty services must be made in the "Warranty applications" section of the dealer area on the website <u>www.ts-industrie.eu</u> (dealer access) after the machine has been registered on the same website.

2.2 Other applications, in any form whatsoever, will not be accepted AFTER the go-live of the new website in Q4/2023.

2.3 In the event of a warranty claim, the defective machine (or the claimed part) must be made available to the manufacturer or dealer, with shipping at the customer's expense.

2.4 In the event of a damaged or defective part, it is the responsibility of the dealer to return the part to the manufacturer in accordance with the procedure established by TS INDUSTRIE GmbH.2.5 Labour validated under warranty will be covered at the hourly rate set by the manufacturer (see warranty conditions).

2.6 The warranty claim does not replace the ordering of spare parts required for the repair of the machine from the spare parts department. This order must be issued in advance by the dealer.

2.7 Presence of a tracker, accelerometer and vibration sensor with original equipment.

2.8 The storage temperature of the machine must be below 49 °C.

2.9 A monthly discharge and charge of the complete battery must be carried out (the charging time must not exceed 20 hours)

2.10 If the machine is stored for longer than one month without use, winterisation (button on power box -> see operating instructions) is then mandatory

2.11 An annual physical or remote-controlled inspection visit is required at your dealer's applicable rate and is part of the warranty conditions

2.12 The temperature of the battery at work must be between -20 °C and +40 °C.

- 2.13 The storage temperature during charging should be between 0 °C and +40 °C.
- 2.14 The charging cable is disconnected with the key switch in the "Off" position.
- 2.15 The supply of cooling air into the engine compartment must not be obstructed.
- 2.16 Rotor vibrations below 10mm/s

2.17 Road vibrations below 2G

2.18 SEE Groupe 's access to machine and location data provided by: <u>https://portal.miot.ifm/</u> to verify the above conditions with regard to the warranty.

3. REGULAR MAINTENANCE

3.1 Regular maintenance is the minimum requirement for the warranty.

3.2 The maintenance schedule specified by the manufacturer must be adhered to and repairs must only be carried out using original parts from TS INDUSTRIE GmbH or parts recommended by the manufacturer.

3.3 Warranty work, the amount of which exceeds the equivalent of 500 euros, requires prior authorization from the manufacturer. In this case, the manufacturer reserves the right to carry out the repair himself.

4. EXCLUSION OF WARRANTY

- 4.1 The following are excluded from the above-mentioned warranty conditions:
 - Damage due to the following causes: shocks and deformations due to external influences on the machine,
 - Premature damage to the chipper as a result of the ingress of a foreign object into the rotor/machine.
 - Incorrect installation, installation or commissioning, e.g. non-compliance with the applicable regulations or commissioning instructions
 - External influences, e.g. external damage, damage caused by weather conditions or other natural phenomena such as storms
 - Repairs or modifications that are not carried out by TS INDUSTRIE GmbH or a third party authorized by TS INDUSTRIE GmbH
 - Operating losses, malfunctions or the reduction of the redemption value, as well as costs resulting from the rental of a machine,
 - Oxidation of fasteners
 - Normal wear and tear of fuses and lighting, tires, brakes and paintwork, lubricants and filters, as well as all parts considered wear parts, blades, lozenges, ejection flaps, clutch and transmission parts, bearings, belts...,
 - The rotating parts (chassis, axle, drawbar)
 - Any parts and any accessories or equipment that are not original or replacements that have not been made by a TS INDUSTRIE GmbH dealer
 - Minor irregularities, such as vibrations or any noise, if they affect the performance of the vehicle or do not affect the performance, operation or quality of the shredder, or if these irregularities occur only under certain conditions
 - Possible travel expenses for repairs by third parties
 - The cost of transporting the machine or spare part

4.2 Damage and impairment caused by transport or caused by normal wear and tear after the machine has been put into operation shall not be eligible for a warranty. The delivered machine must be subjected to the prescribed visual checks or inspections in accordance with the existing maintenance plan and at the specified time intervals.

4.3 Rental companies or shredders rented to resellers are excluded from a 3rd year warranty.4.4 The assumption of costs for repairs is limited to work carried out by TS INDUSTRIE GmbH or its network of authorised dealers.

4.5 New shredders of the brands TS INDUSTRIE GmbH are supplied in accordance with the highest safety standards. (Machinery Directive 2006/42/EC and European Standard EN 13525:2020). Any modifications, technical modifications, software modifications or manipulations to the machines and/or their parts are the responsibility of the owner and will automatically result in the loss of the warranty claim. The same applies to improper handling or use of lubricants and spare parts or accessories that are not approved or prescribed by the manufacturer.

Before starting work, if in doubt, contact the manufacturer's after-sales service.

5. YOUR OBLIGATIONS

5.1 You must use, maintain and care for your shredder in accordance with the instructions below, following the instructions in the machine's owner's manual and the maintenance booklet that you received when you handed over the machine.

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5.2 Have warranty repairs carried out exclusively by an authorised TS INDUSTRIE GmbH dealer.5.3 Carry out the prescribed visual inspections in accordance with the operating instructions to ensure that the new shredder does not have any defects upon delivery and, if necessary, report them immediately to your dealer.

5.4 Keep the maintenance documents and/or maintenance sheets for reference purposes in case there are any subsequent problems related to the maintenance of the shredder. The documents must be stamped by the dealer. For each maintenance carried out, it must be handed over to the dealer.

5.5 Keep all documents and invoices relating to all partial installations.

5.6 The warranty claims will be void if you fail to comply with your obligations.

6. MODIFICATIONS

The manufacturer reserves the right at any time to change the design or characteristics of any TS INDUSTRIE GmbH shredder without notice and without obligation to make such changes to the shredders already sold and delivered.

7. LEGAL BASIS

The legal provisions relevant to consumers on the statutory guarantee can be found in §§ 434 to 442 and §§ 474 to 477 of the Civil Code (Territory of Germany).

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