

WARRANTY POLICY OF EQUALIZER AND THE DEALER IN RESPECT OF ALL EQUALIZER IMPLEMENTS

1. GENERAL PROVISIONS

- 1.1 The warranties described below are provided by Equalizer to customers who are the original purchasers of new Equalizer implements from Equalizer or authorised Equalizer dealers. Under these warranties, Equalizer will repair or replace, at its option, any covered part which is found to be defective in material or workmanship during the applicable warranty period.
- 1.2 Warranty service must be performed by a dealer or service centre authorised by Equalizer to sell and/or service the type of implement involved, which will use only new or remanufactured parts or components furnished by Equalizer.
- 1.3 Warranty service will be performed without charge to the customer for parts and labour. The customer will be responsible, however, for any premium charged for overtime labour requested by the customer, and for any service and/or maintenance not directly related to any defect covered under the warranties below.
- 1.4 The warranty period will start on the day the implement is delivered at the premises designated by the customer.
- 1.5 These warranties are transferable, provided an authorised Equalizer dealer is notified of the ownership change, and Equalizer approves the transfer.
- 1.6 Equalizer reserves the right to continually improve its equipment and reserves the right to change products or specifications at any time without notice or obligation.
- 1.7 It is the responsibility of the customer to read, understand and practice the maintenance, safety, and operational guidelines as set out in the operator's manual furnished with the implements.
- 1.8 It is crucial that the customer always inspect the implement and seed/fertilizer application before and regularly during use to ensure correct operation and adequate application accuracy.

2. LIMITED WARRANTY REPAIR PERIOD AND REMEDIES

- 2.1 Equalizer will repair or replace, at its option, without charge for parts or labour, any defective part of the implement for a period of twelve (12) months from the warranty start date.

3. EXCEPTIONS TO THIS WARRANTY

- 3.1 Breakage as a result of misuse, lack of reasonable and proper maintenance of the implement or as a result of accident or failure to follow operating instructions/operator's manual;
- 3.2 Hydraulic leakages or failure caused by contaminated oil or incorrect pressure control of the tractor;
- 3.3 Breakage of the hydraulic fan motor as a result of incorrect setup with the tractor;
- 3.4 Parts subject to wear and tear, including but not limited to:
- 3.4.1 Bearings of any nature;
 - 3.4.2 Shears/tines;
 - 3.4.3 Wear plates or components which make contact with the ground;
 - 3.4.4 Cutting wheels or coulters;
 - 3.4.5 Seed plates in the vacuum seed meters;
 - 3.4.6 Seals in the vacuum seed meters.
- 3.5 Tyres on the wheel sets of the planter frame;
- 3.6 Zero-max gearboxes on the fertiliser meters and all parts contained therein;
- 3.7 Any incidental or consequential damages or injuries of any nature whatsoever, including but not limited to loss of crops, loss of profits, rental or substitute implements or other commercial loss.

4. SECURING WARRANTY SERVICE – To secure warranty service, the customer must:

- 4.1. Report the product defect to an authorised dealer and request repair within the applicable warranty term,
- 4.2. Present evidence of the warranty start date, and
- 4.3. Make the implement available to an authorised dealer or service centre within a reasonable period of time.

5. LIMITATION OF IMPLIED WARRANTIES AND OTHER REMEDIES

- 5.1 Except as provided for in this Warranty Policy, there are no other warranties or representations whether express or implied in respect of any Equalizer implements, including but not limited to, any implied warranty of merchantability, quality, freedom from defect or fitness for a particular purpose.
- 5.2 The customer's only remedies in connection with the breach or performance of any warranty on Equalizer implements are those set out in this Warranty Policy.
- 5.3 To the maximum extent permitted by law, Equalizer and the dealer expressly excludes all warranties, express and implied, in relation to the Products, with the exception of the warranties provided in this Warranty Policy. Without limiting the extent of this clause, except where stated otherwise in this Warranty Policy, Equalizer and/or the dealer gives no warranty that the Products are of any stated quality or are fit for any particular purpose.
- 5.4 Equalizer and/or the dealer is not liable in any way for any direct, indirect or consequential loss or loss of profit or damage arising out of or in connection with the implements including Equalizer's and/or the dealer's negligence or breach of an agreement.
- 5.5 Without limiting clauses 5.3. and 5.4. Equalizer and/or the dealer is not liable to the customer for any loss or damage suffered by the customer where such loss or damage is only brought to the attention of Equalizer and/or the dealer after the customer or any other person has altered the nature of the implements in any manner whatsoever.

5.6 To the maximum extent permitted by law, all terms and warranties expressed or implied by any legislation, the common law, equity, trade custom or usage or otherwise in relation to the implements are expressly excluded and to the extent that any legislation or law implies any term or warranty or prohibits provisions in a contract excluding or modifying the application of, exercise of or liability under, that term or warranty, the liability of Equalizer and/or the dealer for breach of that term or warranty is limited, at the discretion of Equalizer to:

5.6.1 the replacement of the relevant goods or the supply of equivalent goods;

5.6.2 the repair of the relevant goods;

5.6.3 the payment of the cost of replacing the relevant goods or of acquiring equivalent goods; or

5.6.4 the payment of the cost of having the relevant goods repaired.

6. NO DEALER WARRANTY – The selling dealer makes no warranty of its own and no dealer has authority to make any representation or promise on behalf of Equalizer which is inconsistent with this Warranty Policy, or to modify the terms or limitations of this Warranty Policy in any way.

NOTE 1: All warranty claims are dealt with on merit and Equalizer shall do its utmost to ensure customer satisfaction with regards to warranty claims, provided that the claims and requests are reasonable.

NOTE 2: Any warranty given by Equalizer in respect of the Products will be invalidated in the event of any feature, device or modification not supplied by Equalizer being attached, connected or made to the Products, unless Equalizer has given its express written approval of same.

NOTE 3: Severe rocky soil is not classified as normal operating conditions in respect of the closing and depth control wheels of planter units.

NOTE 4: Neither the selling dealer nor Equalizer shall have any obligation whatsoever under this Warranty Policy unless the Delivery Inspection Card was signed by both the purchasing customer and an authorised Equalizer dealer.