

TERMS OF USE OF THE WARRANTY

WARRANTY COVERAGE

This warranty (hereinafter referred to as "Warranty") covers manufacturing defects of the "stretcher," MX*, i.e., the mechanical structure of the new T400evo loader (hereinafter referred to as the "Equipment"), sold by partner dealerships under the terms and conditions defined below.

WARRANTY CONDITIONS

1. Validity of the Warranty

The Warranty is valid only under the following cumulative conditions:

- The Equipment is registered by the end-user on the customer portal or by the dealer on the dedicated dealer portal;
- Regular maintenance is performed in accordance with the MX maintenance plan (Appendix 1);
- Periodic inspections are carried out at 3 and 5 years (plus or minus 3 months from the date of commissioning) by a dealer or any company approved by MX (see the list of authorized resellers on the website www.m-x.eu). Periodic inspections must be recorded in the dedicated dealer portal. Any supporting documentation may be requested by MX (e.g., Repair Order or invoice);
- Use of MX original parts for maintenance and various repairs carried out;
- Compliance with recommendations regarding the combination of loader/tractor/tools in force at the time of sale of the Equipment;

2. Warranty Period

This Warranty is effective for a period of seven (7) years from the invoice date to the dealer (hereinafter referred to as the "Effective Date").

In the event of resale of the Equipment by the end-user, the Warranty is transferable to future owners for the remaining time from the Effective Date, subject to compliance with the terms of the original Warranty. It is noted that the new owner must register as such on the dedicated customer portal.

3. Covered Equipment

This Warranty covers manufacturing and material defects of the mechanical structure of the MX T400evo loader.

4. Warranty Limits

The Warranty does not cover incidents and materials related to parts surrounding the Equipment, such as, but not limited to, hydraulic, electrical, electronic parts, hitches, and adaptations that benefit from a separate contractual warranty (see General Terms and Conditions of Sale).

The Warranty does not cover defects resulting from normal wear and tear of the Equipment. The Warranty does not cover paint and corrosion defects.

CLAIM PROCEDURE

1. Report the problem to the MX Partner Dealer

The incident must be reported by the end-user to the MX partner dealer or any person approved by MX as soon as the first incidents or failures of the Equipment appear. The dealer will contact the MX after-sales service and provide the following information:

- The loader's serial number;
- A description of the incident;

- Photos of the incident;
- The maintenance log and repair history.

Before any repairs of any kind are undertaken, approval for coverage must be given by MX after-sales service.

2. **Remedy Choice by MX After-Sales Service**

MX After-Sales Service will review the claim. If the Equipment is deemed defective, it may, at MX After-Sales Service's discretion, be repaired by the partner dealer or by MX's technical services if necessary, or replaced free of charge by MX After-Sales Service.

3. **Submission of the Warranty Claim by the Partner Dealer**

Once the repair or replacement of the Equipment is completed, a warranty claim must be submitted by the partner dealer on our dealer portal, attaching the coverage approval given by MX After-Sales Service in accordance with the provisions of the "Claim Procedure," point 1.

Warranty claims must be submitted by the partner dealer within a maximum of six (6) months after the repair or replacement of the Equipment.

In addition to the items listed in the "Claim Procedure," point 1., the partner dealer agrees to provide all additional elements requested by MX After-Sales Service within a maximum of two (2) months.

4. **Timelines**

MX After-Sales Service strives to process all warranty claims within a reasonable time frame. Timelines may vary depending on the nature of the defect and parts availability.

5. **Shipping Costs**

If the return of the Equipment is recommended by MX After-Sales Service, the return shipping costs of the defective Equipment will be covered by MX.

The shipping costs of the repaired or replaced Equipment will be covered by MX.

EXCLUSIONS AND LIMITATIONS

1. **Exclusions**

This Warranty does not cover damages resulting from:

- Improper use or inadequate maintenance (incorrect installations, failure to follow maintenance instructions, non-use of MX original parts, non-compliance with the maximum authorized load);
- Negligence (e.g., poor storage conditions, mishandling, failure to follow safety instructions, failure to comply with MX instructions, recommendations, and documentation) or inaction by the end-user or dealers;
- Incorrect repairs/installations by a third party, except for companies approved by MX;
- A defect or failure of other related products;
- Natural phenomena and/or external causes such as snowfall, floods, lightning, storms, or other atmospheric hazards, accidents, shocks, various scratches, gravel splashes, animal excretions such as bird droppings, and chemical fallout.

2. **Limitations**

This Warranty is limited to the Equipment purchased by the end-user and does not cover indirect or consequential damages, such as financial losses, lost profits, or loss of use.

Equipment immobilization cannot, in any case, give rise to a claim for compensation or damages.

Repaired Equipment is covered by this Warranty for the remaining period from the Effective Date.

This Warranty does not cover the following associated costs:

- Transport costs (e.g., repatriation to the dealership) and technician travel;
- The treatment and/or addition of fluids;
- Maintenance and repair costs during recommended periodic maintenance.

This Warranty also does not cover labor costs required for disassembly, reassembly, and repair of the covered Equipment.

WARRANTY MODIFICATIONS

MX reserves the right to modify the terms and conditions of this warranty at any time without prior notice. Modifications will not apply to Equipment already covered by the Warranty before the modification date.

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