

# **TERMS OF SALES AND RETURN POLICY**

This policy sets out your rights regarding the items you have acquired through our website and online store. If you have any questions about this or your rights, please contact:

**Address:**

Rovibec Agrisolutions  
Attention marketing department  
475 route du port  
Nicolet (Qc) J3T 1W3 Canada

**E-mail:** [marketing@rovibec.com](mailto:marketing@rovibec.com)

Any item purchased online can be returned to a Rovibec dealer within 30 days of purchase. Our dealers are listed on our website.

Return your items in a new and unused condition and, if possible, with their packaging, and we will refund the price of the products returned by the same method of payment as your purchase, upon presentation of your proof of purchase. In the event of a return, a 15% inventory return fee will be payable. For more information, please contact our customer service department at 819-293-5005 extension 301.

The processing of the return and refund will be validated by Rovibec and not by the dealer. Your return will be processed within 15 business days, not including bank or credit card refund process.

**What if an item is damaged or missing on delivery?**

When picking up your order at the dealership, we recommend that you validate on site that the order is complete. If an item is missing, refer to the dealer immediately.

In the case of a delivery, be sure to mention any damaged product to the delivery agent.

Please report any missing, damaged or defective items within three days of delivery by calling Rovibec at 819-293-5005 extension 301.

**Warranties**

The equipment is covered by our standard warranty conditions (1 year).

**Items that cannot be returned**

Any normal wear parts that have been used cannot be taken back. For example, and without limitation: tire, chain, drive belt, battery, skid and blade for electrified rail, filter, knife, hammer, beater blade, tube liner.

**Amendment to this policy**

We may change the conditions of sales and our return policy at any time. We will notify you of any significant changes, but feel free to check them regularly for the most recent changes.

*This document is a translation from French. In case of dispute, the French version prevails.*

Last update: 06<sup>th</sup> July 2022.

# WARRANTY AND LIMITATIONS

The manufacturer reserves the right to change, modify and/or improve the equipment or its components without applying these changes on already existing equipments.

Depending on the extent permitted by law, this warranty is in lieu of any other warranty, either verbal and/or written, express or extended. This guarantee is subject to applicable local laws. The customer may benefit from other specific legal rights depending on the province, state or country where the equipment is purchased.

<b>Limited Warranty</b> Rovibec Inc	<b>Definitions</b> For the purpose of the present warranty it is understood:	<p><u>Operator</u> : Any person responsible for operating the equipment, performing basic maintenance and cleaning the equipment.</p> <p><u>Technician</u>: Any person responsible for installing, putting in function adjusting, maintaining, repairing, troubleshooting or transporting the equipment.</p> <p><u>Equipment</u> : Any machine or part thereof assembled or manufactured by Rovibec Inc. and bearing the Rovibec Inc. branding.</p> <p><u>Client</u> : The end-user of the equipment specifically the natural person or legal entity that takes possession of the equipment to use it on its behalf.</p> <p><u>Manufacturer</u> : Rovibec Agrisolutions Inc.</p> <p><u>Distributor</u> : The natural person or legal entity that takes possession of the equipment for the purpose of selling it.</p>
	<b>Inclusions</b> Coverage and duration	<p><u>Duration</u> : One (1) year from the date of purchase by the customer. The date of purchase corresponds to the date of the invoice, the contract of purchase of the client and/or the acceptance form (all parts free of defects of material and manufacturing).</p> <p>Valid when:</p> <ol style="list-style-type: none"> <li>1. Installation and implementation of the equipment by a technician authorized by the manufacturer;</li> <li>2. Equipment operated under normal conditions and to perform the functions for which it was designed, complying with all safety, operating and maintenance instructions of the manufacturer.</li> </ol> <p>Rovibec Inc. warranty is limited to the repair or replacement of parts with a defect in material or manufacturing. The labour costs required for the disassembly, assembly, adjustment or implementation of the equipment shall be borne by the distributor.</p> <p>The manufacturer and his distributor may not be held liable for any loss of production, loss of animals, direct or indirect costs which may result from a breakdown or malfunction of the equipment.</p>
	<b>Exclusions</b>	<p>Rovibec Inc. will refuse any warranty claim if any of the following conditions apply to the equipment, its installation or its operation:</p> <ol style="list-style-type: none"> <li>1. Installation, start-up, operation and/or maintenance as per manufacturer's instructions;</li> <li>2. Unauthorized and/or unintended use by the manufacturer;</li> <li>3. Failure to comply with safety instructions;</li> <li>4. Abusive or intensive use (e.g.: failure to respect work cycles, continuous operation over long periods, operation of equipment with a damaged part...);</li> <li>5. Installation, maintenance and/or repair performed by personnel not accredited by the manufacturer and/or using parts incompatible with the equipment or not authorized by the manufacturer;</li> <li>6. Battery maintenance, cleaning and/or storage not in compliance with manufacturer's instructions,</li> <li>7. Modification of the equipment without authorization from manufacturer;</li> <li>8. Illegible and/or falsified serial number,</li> <li>9. Any exposure to water, excessive humidity, high pressure washing, steam washing... Applies to control panels, electromechanical systems and/or electronic components;</li> <li>10. Misuse and/or negligence;</li> <li>11. Improper storage (e.g.: exposure to weather conditions and/or frost, extended storage without lubrication...);</li> <li>12. Failure due to external and equipment-independent causes (e.g. : fire, explosion, power supply problems, accident...)</li> </ol> <p>All situations above are provided as examples, non-exhaustive lists.</p>
	<b>Wear parts</b>	<p>The following wear parts <u>ARE NOT COVERED</u> by the warranty:</p> <p>Tire – chain – driving belt –battery – skates and blades for electric rails – filter – knife – hammer – mixer blades and palms – liner.</p>

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<b>Limited Warranty</b> Rovibec Inc	<b>Responsibilities</b>	Client	<p>The customer is responsible for operating the equipment under normal conditions of use, to perform the functions for which the equipment was designed, in accordance with all safety instructions, manufacturer's operating and/or maintenance instructions..</p> <p>The customer has a duty to prevent the use of any defective or damaged equipment. In the event of a breakage during the operation, the operator must stop the equipment immediately, provided that the stoppage of the equipment does not endanger persons and/or animals that may be in the work area.</p>
		Distributor	<p>The distributor is responsible for adhering to all manufacturer policies, procedures and instructions when installing, commissioning and maintaining equipment.</p> <p>The distributor must process the customer's warranty request within a reasonable period of time, taking into account the type of repair to be performed.</p> <p>The distributor is responsible for all labour costs associated with the replacement of the defective part.</p>
		Manufacturer	<p>The manufacturer's liability is limited to the repair of the damaged part. In the event that the damaged part cannot be repaired, the manufacturer undertakes to provide the customer with a replacement part of equivalent quality to the original part.</p>
	<b>Transport</b>	<p>The distributor pays for the transport of damaged parts and repaired and/or replacement parts, between his place of business and the customer's place of business, as well as from his place of business to the Rovibec Inc. manufacture.</p> <p>The transport costs for the repaired part and/or replacement part is covered by Rovibec Inc., from the Rovibec Inc. manufacture to the distributor's place of business.</p> <p>In the event that the shipping costs would be excessively expensive to return the parts to Rovibec Inc., the dealer must retain the parts in a dry and adequate storage location until Rovibec Inc. representative physically retrieves them at the distributor's place of business (overseas).</p>	
	<b>Claim</b>	<p>To be eligible, any warranty claim must be made before the end of the warranty period in accordance with the following procedure :</p> <ol style="list-style-type: none"> <li>1. The customer reports the breakage to the distributor;</li> <li>2. The distributor goes to the customer in order to evaluate the break. Before disassembling or replacing any parts that may qualify for warranty, the distributor must contact the Parts and Service Department of Rovibec Inc. to obtain a <i>RMA - Return Material Acknowledgement</i>;</li> <li>3. After obtaining a RMA number, the distributor performs the repair and puts the equipment back into service. Any replacement parts shipped by Rovibec Inc. shall be billed to the distributor on the proper terms and conditions;</li> <li>4. The distributor fills in and returns the form <i>613 : Warranty claim</i> with the defect part to the Parts and Service Department of Rovibec Inc. Upon receipt of the defective part, Rovibec Inc. issues a credit to the distributor for the full amount of the replacement part, provided that the defective part is eligible for warranty.</li> </ol> <p><b>IMPORTANT:</b> The assignment of a warranty request number (RMA) does not automatically imply acceptance of the claim by the manufacturer. Rovibec Inc. reserves the right to refuse any claim considered unreasonable exaggerated or abusive.</p>	
	<b>Motors</b> gas, diesel and electric	<p>Gas, diesel and electric engines are guaranteed under the terms and conditions of their respective manufacturers. For any claim concerning these engines, the customer must present himself with the defective part to a maintenance center authorized by the engine manufacturer.</p> <p>In this case, the purchase invoice for the Rovibec Inc. equipment is the proof of the date of purchase. The manufacturer's maintenance centre is responsible for evaluating the defective engines and the conditions under which its warranty is applied.</p> <p>Rovibec Inc. is not responsible for the warranty offered by the manufacturers of engines installed on equipment manufactured by Rovibec Inc.</p>	
	<b>Limitations</b>	<p>Rovibec Inc. continuously improves its products and the information contained in this manual is subject to change without notice. In addition, the manufacturer disclaims all responsibilities in case of non-conforming and/or dangerous use of the equipment.</p> <p>The operator shall follow the operating, maintenance, health and safety instructions and the recommendations in this manual. The use of personal protective equipment suitable for the equipment used is mandatory.</p> <p>Rovibec Inc. recommends the use of a lockout procedure during periodic maintenance and repairs. Our safety tips and rules are not restrictive.</p>	