

## Manufacturer's Warranty

1. Austin Engineering Limited and its wholly owned and controlled subsidiaries ("Austin") warrants that the Products supplied are free from material defect in materials, design and workmanship, and in conformity with the technical specifications detailed in the product design documentation. This warranty applies for:

- a) Haul Truck Trays, a period of 12 months or 6,000 hours operation, whichever occurs first from the date of delivery or installation, when installed by Austin or its duly authorised agent/s and such installation forming part of the agreed purchase price of the product.
- b) All other Austin Manufactured Product, a period of 12 months from date of delivery.

2. For the purposes of this warranty "delivery" shall be defined by the Incoterms<sup>®</sup> agreed upon between Austin and the Purchaser at the time of placing the order.

3. A reference to Product/s in these warranty terms and conditions does not include Purchaser sourced and supplied components forming a part of the Product.

4. The benefits to the Purchaser given by the warranties set out in clauses 1 to 3 are in addition to other rights and remedies of the Purchaser under relevant legislation applicable to the territory in which the Product is supplied.

### Conditions of the Warranty

5. The warranties provided herein are only available to the original purchaser ("Purchaser") who provides Austin with proof of purchase and who makes the claim when the defect becomes apparent or should have become apparent.

6. Austin will not be liable for any warranty claims if any of the following apply:

- a) Products are not installed, used or maintained in accordance with applicable instructions and/or specifications;
- b) Products are used in any location and/or in different mining or site conditions than those disclosed by the Purchaser to Austin at the time of the design and manufacture of the Product;
- c) Purchaser has not complied with any service instructions which Austin may give or any subsequent request as to a modification of the Products which Austin may make from time to time in writing;
- d) Defect is caused by the use of materials, parts or accessory products that are not supplied, recommended, or approved by Austin;
- e) Products are not maintained, prepared or installed by authorised installation contractors in circumstances where Austin has directed the Purchaser to ensure that the Products are maintained, prepared or installed by such authorised installation contractors; or

f) Repair, rectification or replacement of the Products is required as a result of normal wear and tear or necessitated in whole or in part by the fault or negligence of any person other than Austin.

7. Further to clause 6 and without limiting clause 6, Austin under no circumstances will be liable for any claims, damages, or defects arising from or in any way attributable to:

- a) Acts of God, fire, flood or other severe weather conditions or unusual climatic conditions;
- b) Any other losses or damages (whether direct or indirect) including property damage or personal injury, consequential loss, economic loss or loss of profits arising in contract or negligence.

8. Where a claim has been accepted, Austin shall honour the remainder of the warranty as set out in clause 1 for the Product, on the same terms and conditions as set out in this document, provided the rectification works have been performed by Austin and/or an Austin approved supplier. Under no circumstances whatsoever will the original warranty be extended.

### Remedies

9. Should the Purchaser's warranty claim be valid within the relevant warranty notification period as set out in clause 5, then the remedy provided by Austin will be limited to either of the following (where possible) as chosen by Austin:

- a) Austin replacing the Product/s provided the claim is accepted by Austin; or
- b) Austin repairing the Product/s provided the claim is accepted by Austin.

10. This warranty cannot be relied upon by any other person and is not transferable.

11. Except as provided for in these terms and to the fullest extent permitted by law, all terms, statements, warranties and conditions whether express, implied, statutory or otherwise, relating to the Products, the subject matter of these terms or to these terms generally are excluded. Nothing contained herein excludes or modifies any rights the Purchaser may have under relevant legislation applicable to the territory in which the product was manufactured.

## Disclaimer

12. Recommendations made by Austin are based on engineering and design best practice and are not a complete statement of all relevant data. As the operation of the Products is influenced by and relies on factors outside the control of Austin, Austin assumes no responsibility for such.

13. Austin reserves the right to refute any warranty claim where substantive evidence to support the cause of the product failure cannot be clearly identified by Austin and/or an independent body, as agreed to by Austin and the Purchaser.

14. Unless specifically stated otherwise, the warranties under clauses 1, 2 and 3 apply only to Austin products purchased and installed according to the Austin guidelines (if supplied) and/or those supplied by the relevant OEM's for the equipment.

## Making Warranty Claims

15. The claimant (being the Purchaser) must make all warranty claims in writing. The claimant must be the original purchaser of the Austin product and must retain all relevant documentation (in relation to the purchase of the product) as proof of purchase. Proof of purchase must be provided to Austin as part of the warranty claim.

Warranty claims can be addressed to:

The Manager

Austin Engineering Limited by email

[warranty@austineng.com.au](mailto:warranty@austineng.com.au)

or via our website

<https://www.austineng.com/through-lifesupport/>

16. Austin will respond to all warranty claims. This response may include an inspection by an Austin representative of the installed Product. The claimant will bear all costs and expenses of making the claim. However reasonable costs and expenses, directly related to honouring this warranty will be reimbursed to the claimant and/or borne by Austin in the event that the claim is accepted.