

Richies Engineering – Manufacturer’s Warranty

1. Richies Engineering Services PTY Ltd (“RES”) 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 period of 12 from date of delivery or installation.
2. For the purposes of this warranty “delivery” shall be defined by the INCO Term agreed upon between RES 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 RES with proof of purchase and who makes the claim in when the defect becomes apparent or should have become apparent.
6. RES will not be liable for any warranty claims if any of the following apply:
 - a) the Products are not installed, used or maintained in accordance with applicable instructions and/or specifications;
 - b) The Products are used in any location and/or in different mining or site conditions than those disclosed by the Purchaser to RES at the time of the design and manufacture of the Product;
 - c) the Purchaser has not complied with any service instructions which RES may give or any subsequent request as to a modification of the Products which RES may make from time to time in writing;
 - d) the defect is caused by the use of materials, parts or accessory products that are not supplied, recommended, or approved by RES;
 - e) the Products are not maintained, prepared or installed by authorised installation contractors in circumstances where RES has directed the Purchaser to ensure that the Products are maintained, prepared or installed by such authorised installation contractors;
or
 - f) the 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 RES.
7. Further to clause 6 and without limiting clause 6, RES 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 RES 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 RES and/or a RES 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 RES will be limited to either of the following (where possible) as chosen by RES:

- (a) RES replacing the Product/s provided the claim is accepted by RES
- (b) RES repairing the Products provided the claim is accepted by RES.

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 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 RES 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 RES, RES assumes no responsibility for such.

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

14. Unless specifically stated otherwise, the warranties under clauses 1, 2 and 3 apply only to RES products purchased and installed according to the RES 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 RES 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 RES as part of the warranty claim. Warranty claims can be addressed to RES by e-mail: The Manager Richies Engineering Services PTY Ltd, accounts@richiesengineering.com.au OR On our website at <https://www.richiesengineering.com.au>.

RES will respond to all warranty claims. This response may include an inspection by an RES 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 RES in the event that the claim is accepted.

2. A reference to Repaired Product in these warranty terms and conditions does not include:
 - (a) Purchaser sourced and supplied materials, parts or components forming a part of the Repairs; and/or
 - (b) At RES's discretion, Repairs performed as part of an on-site shutdown or an emergency repair.
3. The benefits to the purchaser given by the warranties set out in clauses 1 are in addition to other rights and remedies of the purchaser under relevant legislation applicable to the territory in which the product is supplied.
4. The warranties provided in this warranty are only available to the original purchaser ("Purchaser") who provides RES with proof of purchase and who makes the claim in writing within 30 days from the point in time when the defect becomes apparent or should have become apparent.
5. RES will not be liable for any warranty claims made under clause 1 if any of the following apply:
 - (a) the Repaired Products are not installed used or maintained in accordance with applicable instructions and/or specifications, including installation and site conditions provided by the Purchaser to RES at the time of requesting the Repair;
 - (b) the Purchaser has not complied with any service instructions which RES may give or any subsequent request as it relates to the Repair, which RES may make from time to time in writing;
 - (c) the defect is caused by the use of materials, parts or accessory products that are not supplied, recommended, or approved by RES;
 - (d) the Products are not maintained, prepared, or installed by authorised installation contractors in circumstances where RES has directed the Purchaser to ensure that the Repaired Products are maintained, prepared, or installed by such authorised installation contractors; or
 - (e) the repair, rectification or replacement of the Repaired 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 RES; or
 - (f) prior to the Repair commencing, RES, at its sole discretion, deems a Product to potentially be beyond its life and/or a risk exists that the Product cannot be repaired without risk of failure. In such instances, RES will inform the Purchaser in writing prior to commencing any Repair.
6. Further to clause 5 and without limiting clause 5, RES 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.
7. Where a claim has been accepted, RES shall honour the remainder of the warranty as set out in clause 1, for the Repaired portion of the Product, on the same terms and conditions as set out in this

document, provided the rectification works have been performed by RES and/or a RES approved supplier. Under no circumstances whatsoever will the original warranty be extended.

REMEDIES

8. Should the Purchaser's warranty claim be valid within the relevant warranty notification period as set out in clause 4, then the remedy provided by RES will be limited to RES repairing the Repaired section/s of the Product/s provided the claim is accepted by RES

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

10. 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 Repair, 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 repaired.

DISCLAIMER

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

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

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

MAKING WARRANTY CLAIMS

14. The claimant (being the Purchaser) must make all warranty claims in writing. The claimant must be the original purchaser of the RES Repair service and must retain all relevant documentation (in relation to the Repair of the product) as proof of purchase. Proof of purchase must be provided to RES as part of the warranty claim. Warranty claims can be addressed to RES by e-mail: The General Manager, Richies Engineering Services Pty Ltd, E-mail accounts@richiesengineering.com.au.

15. RES will respond to all warranty claims. This response may include an inspection by a RES representative of the Repaired 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 RES in the event that the claim is accepted