# Epiroc New Machine and Parts Standard Warranty



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# Epiroc Australia Pty Ltd

# Epiroc New Machine and Parts Standard Warranty Effective: August 2026

This document consists of:

- the Epiroc Australia Pty Ltd New Machine Warranty; and
- the Epiroc Australia Pty Ltd Parts and Services Warranty.

# New Machine Warranty
# Effective: August 2026

## 1 DEFINITIONS

In this Epiroc Australia Pty Ltd New Machine Warranty:

**Australian Consumer Law** means Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

**Commissioning** and **Commissioned** means: (a) the date on which Epiroc signs a "Commissioning and Warranty Validation Form" for the New Machine; or (b) the date advised by Epiroc in writing as the date on which the New Machine was commissioned.

**Consumer** has the meaning given to it in the Australian Consumer Law.

**Damage** has the meaning given in clause 2.1 of this Epiroc Australia Pty Ltd New Machine Warranty.

**Defect** has the meaning given in clause 2.1 of this Epiroc Australia Pty Ltd New Machine Warranty.

**Epiroc** means Epiroc Australia Pty Ltd.

**Epiroc Nominated Service Centre** means an Epiroc designated Australian servicing facility supervised by qualified technical representatives of Epiroc or (in Epiroc's sole discretion) any other nominated facility and/or site (which, to avoid doubt, can be on-site).

**First Purchaser** means the first purchaser of a New Machine, which shall be established by providing proof of purchase documentation to Epiroc's satisfaction.

**New Machine** means a new Epiroc machine from the product group described under the heading "Machine(s)" in the tables in clause 3 of this Epiroc Australia Pty Ltd New Machine Warranty.
Important Note: some machines have different Warranty Periods for different parts of the machine (e.g. a different Warranty Period may apply to an engine in an SED Drill Rig). Where that applies, the Warranty Period for those different parts will be shown separately. The parts that are shown separately are not New Machines.

**Warranty** means the warranty described in this Epiroc Australia Pty Ltd New Machine Warranty.

**Warranty Claim** means a warranty claim as described in clause 5 of this Epiroc Australia Pty Ltd New Machine Warranty.

**Warranted Item** means:

a) Spare Parts;

b) Epiroc Labour;

c) Service exchange and Component Kits; and

d) OEM specification rebuilds

sold by Epiroc. For the avoidance of doubt items branded “Atlas Copco” which are sold by Epiroc fall under the scope of this warranty.

**Warranty Period** means the warranty periods in clause 3 of this Epiroc Australia Pty Ltd New Machine Warranty.

# 2 WARRANTY

## 2.1 Scope

This Warranty applies to New Machines sold by Epiroc.

Epiroc warrants to the First Purchaser that the New Machines supplied by Epiroc will be free from defects in materials or workmanship (**Defect**) and subject to the ***Exclusions, Exceptions and Cancellation Events*** listed in clause 4 of this Epiroc Australia Pty Ltd New Machine Warranty below, Epiroc will, (at Epiroc's option):

a) repair[1], replace or adjust (in Epiroc's absolute discretion and at an Epiroc Nominated Service Centre) any part of a New Machine that has a Defect; and/or

b) repair[1], at an Epiroc Nominated Service Centre, any damage to a New Machine that is caused by a Defect (**Damage**), provided that the Defect or Damage is reported to Epiroc, in writing, within the relevant Warranty Period and the Warranty Claims process in clause 5 of this Epiroc Australia Pty Ltd New Machine Warranty is followed.

[1]*Epiroc may (in its absolute discretion) choose to replace a New Machine rather than repair it. It may choose to do this at any time (including after it has started a repair).*

## 2.2 Benefit

The Warranty applies solely to the First Purchaser of a New Machine and is not transferrable under any circumstances (including, without limitation, where the New Machine is sold, given away or compulsorily acquired). To avoid doubt, the Warranty does not apply where a New Machine is leased, rented or otherwise made available to anyone other than the First Purchaser.

## 2.3 Secondhand Machines

The Warranty does not apply (in any way) to secondhand machines.

## 2.4 Economical and sustainable repair

Components or parts that can be sustainably and economically repaired using available overhaul or seal kits shall be repaired accordingly.

# 3 WARRANTY PERIODS

## 3.1 New Machine Warranty Periods

The Warranty Periods for New Machines are set out in the tables below:

a) Surface and Exploration Drilling (SED)

| Machine | Warranty Period |
|---|---|
| Epiroc Surface and Exploration Equipment (excluding engine) | Twelve (12) months from the Original Commissioning date or two thousand (2000) engine hours, whichever occurs first.[1] |
| Hydraulic rotation units | Twelve (12) months from the Original Commissioning date or the first specific overhaul interval according to specific product maintenance instruction, whichever occurs first.[1] |
| Technology upgrade kits Surface | Twelve (12) months from the Original Commissioning date or two thousand (2000) engine hours, whichever occurs first[1] under the condition that the installation is completed by a trained and qualified Epiroc representative.[2] |
| Engine | Warranty Period varies according to type of New Machine and engine manufacturer.<br>Warranty Period is available from Epiroc on request. |

b) Underground Rock Excavation (URE)

| Machine | Warranty Period |
|---|---|
| Underground Drilling Equipment and Infrastructure Equipment | Twelve (12) months from the Original Commissioning date or two thousand (2000) engine hours, whichever occurs first.[1, 3] |

| | |
|---|---|
| Underground Material Handling Equipment | Twelve (12) months from the Original Commissioning date or six thousand (6000) engine hours, whichever occurs first.[1] |

| Machine | Warranty Period |
|---|---|
| Engine | Warranty Period varies according to type of New Machine and engine manufacturer.<br>Warranty Period is available from Epiroc on request. |

c) Drilling Solutions Equipment (DS)

| Machine | Warranty Period |
|---|---|
| All blasthole drill rigs with DMXX and PVXX model numbers | Twelve (12) months from the Original Commissioning date or six thousand (6000) engine hours, whichever occurs first.[1] |
| All blast hole drill rigs with IDMXXX, IBHXX,<br>SCH 200 model numbers and water well drill rigs with TH5 and TH10 model numbers | Twelve (12) months from the Original Commissioning date or two thousand (2000) engine hours, whichever occurs first.[1] |
| MTVR Diesel | First 2000 hours of operation or 12 months after commissioning (whichever comes first).[1] |
| Technology upgrade kits and Automation kits sold by DS division | Twelve (12) months from the Original Commissioning date or three thousand (3000) hours of operation, whichever occurs first, provided that a trained and qualified Epiroc representative completes the installation.[1] |

| | |
|---|---|
| | For automation kits installed on non-Epiroc machines, the original equipment manufacturers (OEM) maintenance and operating procedures for the base machine must be followed.<br>Epiroc will not accept warranty claims for automation kit failures caused by improper use or maintenance of the base machine, non-compliance with OEM specifications, or failures originating from the non-Epiroc OEM base machine or third-party systems. |

| Machine | Warranty Period |
|---|---|
| Original Undercarriage*<br><br>***Important Note***<br>Drilling Solutions warrants the undercarriage, excluding all wear parts (ground engaging parts), with complete machine purchase to be free of defects in material and workmanship, for a period of 24 months after commissioning date (unlimited machine hours). Wear parts include track rollers, track shoes, bolts, and washers. If any part of an undercarriage is replaced under warranty, the replaced part will be warranted for the remainder of the original warranty. | Twenty-four (24) months from Commissioning. |
| Engine | Warranty Period varies according to type of New Machine and engine manufacturer.<br>Warranty Period is available from Epiroc on request. |

d) Rock Drills and Rotation Units (URR)

| Machine | Warranty Period |
|---|---|
| COP/RD Rock Drills and DHR rotation units | Twelve (12) months from the Original Commissioning date or first schedule overhaul interval according to the specific product maintenance instruction, whichever occurs first.[4]<br>This is subject to:<br>The rock drill or unit being installed by an Epiroc representative.<br>The rock drill or unit having regular daily and hourly based service actions performed and documented. |

e) Battery

| Machine | Warranty Period |
|---|---|
| Battery packs and subpacks | Twelve (12) months from the date of installation or 800 charge cycles, whichever occurs first. |

### 3.2 Calculation of Warranty Period

For the purposes of this clause 3:

a) when calculating “engine hours”:
   (i) for diesel hydraulic products, engine hours will be based on diesel engine hours;
   (ii) for electric hydraulic products, engine hours will be based on electrical motor hours;
   (iii) for battery packs and subpacks, number of charges cycles equal (=) Total energy discharged (kWh) divided by (/) capacity of the battery pack (kWh);
   (iv) for Robbins and Easer models, engine hours will be based on rotation hours;

b) the applicable engine, electric motor or rotation hours or hours of service will be calculated by Epiroc;

c) if there is a discrepancy between the hours displayed by the engine, impact unit or Airend/Compressor and the hours obtained from other sources (including any log files), then Epiroc may (acting reasonably) estimate the engine or impact hours or the hours of service. This applies even if there is a defect in the hour or impact counter; and

d) for products without an hour meter, the Warranty Period will be based on calendar time.

### 3.3 No Extensions

Warranty Periods do not extend under any circumstances (for example, and without limitation, if a Defect in a New Machine is repaired, then the Warranty Period for the Machine does not extend – regardless of how long the New Machine was unavailable as a result of the Defect or how long it took to repair it).

# 4 EXCLUSIONS, EXCEPTIONS AND CANCELLATION

## 4.1 Exclusions

Warranty does not cover the following:

a) Fuel, coolant, hydraulic oil, compressor oil, hammer oil and lubricating oils, grease, anti-freeze, or any filter elements.

b) The replacement of hydraulic pumps, motors, cylinders, and electronic components when the component failure could have been economically repaired, for example, by the replacement of overhaul/ seal kit or by warranty repair after return of the part to Epiroc.

c) Hoses, fittings, bulbs, seals, gaskets, O-rings, screws, nuts, bolts, rivets, washers, safety labels, stickers, tyres, tubes, ground engaging parts, sliding pieces, centraliser bushings, gripper inserts, wire ropes, track chain and plates, feed chains, rubber goods, air water and hydraulic tubing, and other parts requiring replacement as the result of normal use or wear.[5]

d) Deterioration of parts such as rubber goods or components affected as a result of corrosion.

e) Failures and progressive damage resulting from the use of a non-Epiroc approved attachment, part accessory, consumable, or drill tooling not authorized as per Epiroc RDT advised configuration for application (Drilling Solutions Only).

f) Loss or damage caused by transport carrier or any towing, hauling, loading, and unloading costs

g) Repairs resulting from improper handling, storage or protection (unless attributable to Epiroc).

h) Distributors or customers poor workmanship.

i) Downtime, lost production costs, lost profits, or any other consequential damage and costs.

j) Preventive maintenance or operating services, including but not limited to adjustments and inspections.

k) Accessories such as drill steel, shank adaptors, shock subs, floating Subs.

l) Batteries (up to 12 VDC) with more than 50 machine running hours.

m) Parts that fail due to improper lubrication, installation, inadequate air, fuel & coolant flow.

n) Carrier on truck mounted Epiroc machines, such as, but not limited to truck chassis or mini excavator.

o) Anything that Epiroc has reasonable grounds for believing has been obtained illegally.

## 4.2 Exceptions

The Warranty does not cover any Defects or any Damage that arise from, or that are caused or contributed to by, any of the following:

a) use of non-Epiroc authorised parts, accessories (including, without limitation, use of non-Epiroc authorised filters, fluids or lubricants);
b) use of lubes, oils or fuels that do not conform to Epiroc recommended specifications.
c) work performed on a New Machine (or, to avoid doubt, any part of it) by anyone other than Epiroc or an authorised Epiroc service agent;
d) an act or omission relating to maintenance or repairs (including, without limitation, any failure to follow any prescribed or recommended maintenance or repair recommendations or guidelines and any lack of routine maintenance);
e) any failure to carry out any recommended checks (including, without limitation, any checks in any New Machine documentation) which directly caused or contributed to the Defect or Damage;
f) improper handling, storage or protection of a New Machine;
g) failure to operate a New Machine in accordance with the manufacturer's operating instructions, practices or guidelines (including, to avoid doubt, in accordance with an instruction manual);
h) use of a New Machine for any purpose other than its intended purpose;
i) exceeding any capacity or operating limits;
j) use of a New Machine by unqualified operators;
k) alterations, additions or modifications made to a New Machine (or, to avoid doubt, any part of it) without Epiroc's express written consent;
l) abuse, misuse, negligence (including, without limitation, negligent repairs) or intentional misuse;
m) use of a New Machine after the First Purchaser (or any of its personnel) become aware, or ought to have become aware, of any form of fault in (or problem with) a New Machine (including, to avoid doubt, any abnormal operation or any leaks, noises or faults that could cause damage (or additional damage) to a New Machine);
n) without limiting (a) – (m) above, damage of any kind resulting from negligence, accidents or intentional misuse.

## 4.3 Cancellation Events

If any of the following occur in relation to a New Machine, then without limiting clauses 4.1 or 4.2 of this Epiroc Australia Pty Ltd New Machine Warranty or any other right or remedy of Epiroc, Epiroc may, in its absolute discretion and by notice, immediately cancel the Warranty on the New Machine Warranted Item:

a) significant and material use of non-Epiroc authorised parts, accessories or fluids (including, without limitation, use of non-Epiroc authorised filters, fluids or lubricants);

b) alterations, additions or modifications made to a New Machine (or, to avoid doubt, any part of it) without Epiroc's express written consent;

c) significant and material damage (whether the damage occurred accidentally, negligently, deliberately or otherwise) caused by the First Purchaser, the First Purchaser's personnel or a third party; or

d) Epiroc has reasonable grounds for believing that the New Machine or any part of a New Machine has been obtained illegally.

If Epiroc cancels the Warranty on a New Machine pursuant to this clause 4.3 then Epiroc is not required to provide any form of compensation of any kind.

# 5 MAKING A WARRANTY CLAIM

## 5.1 First Purchaser Reporting Obligations

The First Purchaser must:

a) inform Epiroc Service Centre within 24 hours of any leaks, noises or faults that could result in damage (or additional damage) to a New Machine; and

b) report any other potential Warranty issue or concern to Epiroc as soon as possible after becoming aware of it.

For the avoidance of doubt, providing any of the information referred to above does not affect any of the exclusions or exceptions in clause 4 of this Epiroc Australia Pty Ltd New Machine Warranty or in any way increase Epiroc's obligations or liability under the Warranty or otherwise.

## 5.2 Warranty Claim Handling

a) The New Machine must be recorded as Commissioned by Epiroc.

b) Accurate serial number data must be provided, and the serial number must match the New Machine.

c) First Purchaser identification (e.g. certificate of incorporation) must be provided. Proof of first purchase (such as receipt or invoice) must also be provided.

d) The First Purchaser must provide a completed warranty claim form and forward it to an Epiroc Service Centre. Warranty claim form must be accompanied by clear digital photographs of the defect or failure and a documented service history.

e) For each claim, the First Purchaser must provide detailed information and supporting documentation as follows:

(i) Purchase order(s) for full value of the item under warranty.

(ii) Warranty claim form, with all fields fully completed, including the serial numbers of both the removed part/component and the replacement part/component fitted.

(iii) Photo of the display screen hour meter.

(iv) Proof of purchase for parts warranty claims (a customer purchase order is acceptable)

(v) RCS fault log download (upon request).

(vi) Oil sample results for any fluid related claims from the last (6) months (if available), e.g. engine, hydraulic, compressor, cooling system, final drives.

(vii) Maintenance history, this is needed as evidence the machine has been maintained (upon request)

(viii) Epiroc Service Report (signed technician report).

(ix) Photos of the fault (e.g. leaking cylinder, chassis cracks, non-functional

display screen) where an hour meter reading cannot be captured.

(x) Photo of the new part/component fitted on the machine

f) The First Purchaser must send the warranted item to the Epiroc Nominated Service Centre within 14 days and must be clearly marked as subject to warranty and accompanied by Epiroc Warranty Claim form.

Should the First Purchaser fail to provide sufficient information to substantiate the warranty claim within 15 days of submitting the claim, Epiroc may adjust the claimed value or deny the claim in total.

### 5.3 Claimed parts/return of claimed parts

Warranty replaced parts or components are owned by Epiroc and must be handled sufficiently so that no additional damage is caused, so that all parts are included, and so that they are as complete and unaltered as possible.

a) Connections on hydraulic components must be properly sealed to avoid contamination internally.

b) All returns must be clearly marked with the corresponding Customer PO number and Warranty Notification number.

c) If after investigation fault has not been found or proven, the First Purchaser can request the part back.

**Notes**:

Warranty claims can be denied if the claimed parts are not available on time or when applicable returned in an unreasonably poor condition. Returned parts must not have been manipulated or warranty will be void. Please contact Epiroc for advice before conducting a local repair or investigation.

Additionally, the warranty becomes void if a component is opened or repaired by anyone other than Epiroc. Opening a component interferes with the manufacturer's quality control process and could cause additional damage due to improper handling or incorrect reassembly.

### 5.4 Transportation

a) Subject to any non-excludable rights of the First Purchaser under the Australian Consumer Law, the First Purchaser is responsible (solely at its cost) for all freight and transport to send a New Machine to, and pick it up from, the Epiroc Nominated Service Centre as directed by Epiroc. To avoid doubt, this includes heavy lifting, towing, loading and unloading.

# 6 GENERAL

## 6.1 Sole Remedy

Subject to clause 6.2 of this Epiroc Australia Pty Ltd New Machine Warranty, and to the maximum extent permitted by law:

a) This Warranty is in lieu of all other warranties or conditions express, implied or statutory, including but not limited to warranties of merchantability and fitness for a particular purpose;

b) No other warranties express or implied are given unless they are expressly given by Epiroc in writing; and

c) The rights and remedies in this Warranty are the First Purchaser's sole and exclusive remedies for any defect of any kind in, or damage of any kind to, a New Machine.

## 6.2 Non-Excludable Rights

Nothing in this Warranty affects any non-excludable statutory rights or statutory remedies that the First Purchaser may have under State, Territory or Federal legislation.

## 6.3 Limitation of Liability

a) Epiroc's aggregate liability for all claims under this Warranty, whether by the First purchaser or its successors in interests, beneficiaries or assignee will not exceed the price paid for the New Machine.

b) Epiroc, its suppliers and its distributors shall in no event be liable to the First Purchaser, any successors in interest, or any beneficiary or assignee relating to this sale for any consequential, incidental, indirect, special or punitive damages arising out of this sale or any breach thereof, or any defects in, or failure of, or malfunction of the New Machine under this sale, including but not limited to loss of use, lost profits or revenue, interest, lost goodwill or reputation, work stoppage, impairment of other goods, loss by reason of shutdown, downtime costs, energy costs, loss of opportunity, lost business, cost of financing, waste of time management or labour, damages (liquidated or otherwise) under contracts with others, penalties, fines, loss of use or development of resources, or nonoperation, increased expenses of operation of the equipment, cost of purchase of replacement power or claims of users or customers of the user for service interruption, whether or not any such loss or damage is based on contract, warranty, negligence, indemnity, strict liability or otherwise, whether or not such loss is direct or indirect and even if Epiroc, its suppliers, or distributors have been advised of the possibility of any such damages or if such damages are foreseeable.

## 6.4 Consumer Guarantees

The following information is provided for Consumers pursuant to the Australian Consumer Law. This clause only applies to Consumers under the Australian Consumer Law. To the maximum extent permitted by law, this clause does not in any way affect the Warranty as set out above.

a) The Warranty provided by Epiroc is set out in clause 2 of this Epiroc Australia Pty Ltd New Machine Warranty above.

b) The Warranty Periods are set out in clause 3 of this Epiroc Australia Pty Ltd New Machine Warranty above.

c) The Warranty is given by Epiroc Australia Pty Ltd of 19 Reid Road, Perth Airport, W.A., 6105 (Telephone +61 8 9262 9700)

d) To make a Warranty claim, you must:

   (i) report the Defect or Damage to Epiroc, in writing, within the relevant Warranty Period (see clause 3 of this Epiroc Australia Pty Ltd New Machine Warranty above); and

   (ii) follow the Warranty Claims process in clause 5 of this Epiroc Australia Pty Ltd New Machine Warranty above.

e) You bear the expense of sending the New Machine to Epiroc for a Warranty Claim (see clause 5.3 above).

f) Some Epiroc goods come with guarantees that cannot be excluded under the Australian Consumer Law. Where this is the case, you are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

g) The benefits given to you under the Warranty are in addition to other rights or remedies that you may have under State, Territory or Federal legislation.

h) Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair goods.

[1] Diesel Hydraulic products: diesel engine hours. Electric Hydraulic products: electrical motor hours. Raiseboring equipment: rotation hours. For equipment without an hour meter warranty is based on calendar time.
[2] Office kits follow first 3000 hours of operation or 12 months of operation (whichever comes first).
[3] Ventilation products 24 months.
[4] Under the condition that the COP/RD Rock drill or DHR Rotation unit have been maintained in accordance with the specific maintenance instruction.
[5] Unless material or workmanship defects can be proven.

# Epiroc Australia Pty Ltd Parts and Services Warranty Effective: August 2026

## 1 DEFINITIONS

In this Epiroc Australia Pty Ltd Parts and Services Warranty:

**Australian Consumer Law** means Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

**Commissioned** means: (a) the date on which Epiroc signs a "Commissioning and Warranty Validation Form" for the Warranted Item; or (b) the date advised by Epiroc as the date on which the Warranted Item was commissioned.

**Component Kit** means an Epiroc component kit as described in clause 2 of this Epiroc Australia Pty Ltd Parts and Services Warranty, but excludes anything listed in clause 3.1 of this Epiroc Australia Pty Ltd Parts and Services Warranty.

**Consumer** has the meaning given to it in the Australian Consumer Law.

**Epiroc** means Epiroc Australia Pty Ltd.

**Epiroc Equipment** means an Epiroc machine or product (including machines or products branded "Atlas Copco")

**Epiroc Labour** means work performed by Epiroc, on Epiroc Equipment or non-Epiroc Equipment.

**Epiroc Nominated Service Centre** means an Epiroc designated Australian servicing facility supervised by qualified technical representatives of Epiroc or (in Epiroc's sole discretion) any other nominated facility and/or site (which, to avoid doubt, can be on-site).

**First Purchaser** means the first purchaser of a Warranted Item, which shall be established by providing proof of purchase documentation to Epiroc's satisfaction.

**Spare Part** means an Epiroc spare part described in clause 2 of this Epiroc Australia Parts and Services Warranty, but excludes anything listed in clause 3.1 of this Epiroc Australia Pty Ltd Parts and Services Warranty.

**Warranty** means the warranty described in clause 2.1 of this Epiroc Australia Pty Ltd Parts and Services Warranty.

**Warranty Claim** means a warranty claim as described in clause 5 of this Epiroc Australia Pty Ltd Parts and Services Warranty.

**Warranted Item** means:

a) Spare Parts;
b) Epiroc Labour;
c) Service exchange and Component Kits; and
d) OEM specification rebuilds

sold by Epiroc. For the avoidance of doubt items branded “Atlas Copco” which are sold by Epiroc fall under the scope of this warranty.

**Warranty Period** means the warranty periods in clause 3 of this Epiroc Australia Pty Ltd Parts and Services Warranty:

# 2 WARRANTY

## 2.1 Scope

This Warranty applies to Warranted Items sold by Epiroc.

Epiroc warrants to the First Purchaser that, subject to the exclusions, exceptions and cancellation events listed in clause 4 of this Epiroc Australia Pty Ltd Parts and Services Warranty, the Warranted Items supplied by Epiroc will be free from defects in materials or workmanship (**Defect**) and, at Epiroc's option it will:

a) repair, replace or adjust (in Epiroc's absolute discretion and at an Epiroc Nominated Service Centre) any Warranted Item that has a Defect; and

b) reperform any Epiroc Labour that is subject to a Defect,

### *Interaction with Machine Warranty*

For the avoidance of doubt, nothing in this Warranty extends any warranty period applying to an Epiroc machine that is still under the Epiroc Australia Pty Ltd New Machine Warranty. Where parts are supplied to or services performed on an Epiroc machine that is still under the Epiroc Australia Pty Ltd New Machine Warranty, then the Warranty Period will be the balance of the warranty period for that new machine.

## 2.2 Benefit

The Warranty applies solely to the First Purchaser of a Warranted Item and is not transferrable under any circumstances (including, without limitation, where the Warranted Item is sold, given away or compulsorily acquired). To avoid doubt, the Warranty does not apply where the Warranted Item is leased, rented or otherwise made available to anyone other than the First Purchaser.

## 2.3 Secondhand Components and Parts

The Warranty does not apply (in any way) to secondhand components or secondhand parts.

## 2.4 Economical and sustainable repair

Components or parts that can be sustainably and economically repaired using available overhaul or seal kits shall be repaired accordingly.

# 3 WARRANTY PERIOD

## 3.1 Warranty Periods

The Warranty Periods for the Warranted Items are set out in the tables below.

**NOTE**: Epiroc genuine parts that have been received and are found to be not working or damaged upon arrival (not installed) must be returned directly to the Epiroc supply centre from which the part/s were ordered for a replacement.

a) Spare Parts

| Warranted Item | Warranty Period |
|---|---|
| All Epiroc genuine parts sold and installed on a machine by an Epiroc representative (including those branded “Atlas Copco”), excluding COP, RD and DHR complete units. | Twelve (12) months from the original invoice date or two thousand (2000) operation hours, whichever occurs first.[1] |
| COP, RD and DHR complete units when sold as a spare part | First recommended scheduled overhaul interval according to the specific product maintenance instruction or twelve (12) months, whichever occurs first.[4] |

**NOTE:** The twelve (12) month / two thousand (2,000) operating hour spare parts warranty applies only to genuine Epiroc spare parts purchased on or after 1 July 2026. Genuine Epiroc spare parts purchased before 1 July 2026 remain subject to the warranty period in effect at the time of purchase.

b) Epiroc Labour

| Warranted Item | Warranty Period |
|---|---|
| All Epiroc labour sold by Epiroc | Three (3) months after the work is performed. |

c) Service Exchange and Component Kits

| Warranted Item | Warranty Period |
|---|---|
| Service Exchange Component. | Twelve (12) months after the Service Exchange Component is provided by Epiroc or two thousand (2000) operation hours in service, whichever occurs first.[1] |
| Epiroc Component Kits (Custom Engineering Solutions) sold and mounted on a product by an Epiroc representative | Twelve (12) months from the date of installation or two thousand (2000) operation hours in service, whichever occurs first.[1] |

**NOTE:** The twelve (12) month / two thousand (2,000) operating hour spare parts warranty applies only to genuine Epiroc spare parts purchased on or after 1 July 2026. Genuine Epiroc spare parts purchased before 1 July 2026 remain subject to the warranty period in effect at the time of purchase.

d) OEM Specification Rebuilds

| Warranted Item | Warranty Period |
|---|---|
| Parts or components that are placed in an OEM Specification Rebuild by Epiroc | Twelve (12) months after the OEM Specification Rebuild is provided by Epiroc or two thousand (2000) operation hours, whichever occurs first.[1] |
| Epiroc labour used to create an OEM Specification Rebuild. | Three (3) months after the OEM Specification Rebuild is provided by Epiroc. |

e) Battery Conversion Kits

| Warranted Item | Warranty Period |
|---|---|
| Battery Conversion Kits sold and mounted on a product by an Epiroc representative | Twelve (12) months or two thousand (2000) hours of operation from the installation date, whichever occurs first.[1] |

**NOTE:** The twelve (12) month / two thousand (2,000) operating hour spare parts warranty applies only to genuine Epiroc spare parts purchased on or after 1 July 2026. Genuine Epiroc spare parts purchased before 1 July 2026 remain subject to the warranty period in effect at the time of purchase.

f) Battery packs and Sub packs

Epiroc Battery packs and subpacks are covered by a warranty period of 12 months from the date of installation or commissioning or 800 charge cycles (whichever comes first).

Number of charge cycles = Total energy discharged (kWh) / capacity of the battery pack (kWh).

g) Chargers and stand-alone units

Charger products and standalone units are covered by a warranty period of 12 months from the original commissioning date. For the warranty to be valid, start-up and commissioning must be carried out by an Epiroc Technician with the appropriate certification level.

## 3.2 Calculation of Warranty Period

For the purposes of this clause 3 when calculating “engine hours”:

a) for diesel hydraulic products, engine hours will be based on diesel engine hours;

b) for electric hydraulic products, engine hours will be based on electrical motor hours;

c) for Robbins and Easer models, engine hours will be based on rotation hours;

d) the applicable engine, electric motor or rotation hours or hours of service will be calculated by Epiroc;

e) if there is a discrepancy between the hours displayed by the engine, impact unit or Airend/Compressor and the hours obtained from other sources (including any log files), then Epiroc may (acting reasonably) estimate the engine or impact hours or the hours of service. This applies even if there is a defect in the hour or impact counter; and

f) for products without an hour meter, the Warranty Period will be based on calendar time.

### 3.3 No Extensions

Warranty Periods do not extend under any circumstances (for example, and without limitation, if a Defect in a Warranted Item is repaired, then the Warranty Period for the Warranted Item does not extend – regardless of how long the Warranted Item was unavailable as a result of the Defect or how long it took to repair it).

# 4 EXCLUSIONS, EXCEPTIONS AND CANCELLATION

## 4.1 Exclusions

Warranty does not cover the following:

a) Fuel, coolant, hydraulic oil, compressor oil, hammer oil and lubricating oils, grease, anti-freeze, or any filter elements.

b) The replacement of hydraulic pumps, motors, cylinders, and electronic components when the component failure could have been economically repaired, for example, by the replacement of overhaul/ seal kit or by warranty repair after return of the part to Epiroc.

c) Hoses, fittings, bulbs, seals, gaskets, O-rings, screws, nuts, bolts, rivets, washers, safety labels, stickers, tyres, tubes, ground engaging parts, sliding pieces, centraliser bushings, gripper inserts, wire ropes, track chain and plates, feed chains, rubber goods, air water and hydraulic tubing, and other parts requiring replacement as the result of normal use or wear.[5]

d) Deterioration of parts such as rubber goods or components affected as a result of corrosion.

e) Failures and progressive damage resulting from the use of non-Epiroc approved attachment, part accessory, consumable, or drill tooling not authorized as per Epiroc RDT advised configuration for application (Drilling Solutions Only).

f) Loss or damage caused by transport carrier or any towing, hauling, loading, and unloading costs.

g) Repairs resulting from improper handling, storage or protection (unless attributable to Epiroc).

h) Distributors or customers poor workmanship.

i) Downtime, lost production costs, lost profits, or any other consequential damage and costs.

j) Preventive maintenance or operating services, including but not limited to adjustments and inspections.

k) Accessories such as drill steel, shank adaptors, shock subs, floating Subs.

l) Batteries (up to 12 VDC) with more than 50 diesel engine hours

m) Parts that fail due to improper lubrication, installation, inadequate air, fuel & coolant flow.

n) Anything that Epiroc has reasonable grounds for believing has been obtained illegally.

## 4.2 Exceptions

The Warranty does not cover any Defects that arise from, or that are caused or contributed to by, any of the following:

a) use of non-Epiroc authorised parts, accessories or fluids (including, without limitation, use of non-Epiroc authorised filters, fluids or lubricants);

b) use of lubes, oils or fuels that do not conform to Epiroc recommended specifications;

c) work performed on the Warranted item (or, to avoid doubt, any part of it) by anyone other than Epiroc or an authorized Epiroc service agent;

d) an act or omission relating to maintenance or repairs (including, without limitation, any failure to follow any prescribed or recommended maintenance or repair recommendations or guidelines and any lack of routine maintenance);

e) any failure to carry out any recommended checks (including, without limitation, any checks in any Warranted Item documentation) which directly caused or contributed to the Defect or Damage;

f) improper handling, storage or protection of a Warranted Item;

g) failure to operate a Warranted Item in accordance with the manufacturer's operating instructions, practices or guidelines (including, to avoid doubt, in accordance with an instruction manual);

h) use of a Warranted Item for any purpose other than its intended purpose;

i) exceeding any capacity or operating limits;

j) use of a Warranted Item by unqualified operators;

k) alterations, additions or modifications made to a Warranted Item (or, to avoid doubt, any part of it) without Epiroc's express written consent;

l) abuse, misuse, negligence (including, without limitation, negligent repairs) or intentional misuse;

m) corrosion, erosion or normal wear and tear;

n) exposure to radioactive material or radiation of any kind;

o) use of a Warranted Item after the First Purchaser (or any of its personnel) become aware, or ought to have become aware, of any form of fault in (or problem with) a Warranted Item (including, to avoid doubt, any abnormal operation or any leaks, noises or faults that could cause damage (or additional damage) to a Warranted Item);

p) without limiting (a) – (o) above, any damage of any kind resulting from negligence, accidents or intentional misuse.

### 4.3 Cancellation Events

If any of the following occur in relation to a Warranted Item, then without limiting clause 4.1 and 4.2 of this Epiroc Australia Pty Ltd Parts and Services Warranty or any other right or remedy of Epiroc, Epiroc may, in its absolute discretion and by notice, immediately cancel the Warranty on that Warranted Item:

a) significant and material use of non-Epiroc authorised parts, accessories or fluids (including, without limitation, use of non-Epiroc authorised filters, fluids or lubricants);

b) alterations, additions or modifications made to a Warranted Item (or, to avoid doubt, any part of it) without Epiroc's express written consent;

c) significant and material damage of any kind (whether the damage occurred accidentally, negligently, deliberately or otherwise) caused by the First Purchaser, the First Purchaser's personnel or any third party; or

d) Epiroc has reasonable grounds for believing that the Warranted Item (or, to avoid doubt, any part of it) has been obtained illegally.

If Epiroc cancels the Warranty pursuant to this clause 4.3 then Epiroc is not required to provide any form of compensation of any kind.

# 5 MAKING A WARRANTY CLAIM

## 5.1 First Purchaser Reporting Obligations

The First Purchaser must:

a) inform Epiroc Service Centre within 72 hours of any leaks, noises or faults that could result in damage (or additional damage) to a Warranted Item; and

b) report any other potential warranty issue or concern to Epiroc as soon as possible after becoming aware of it.

For the avoidance of doubt, providing any of the information referred to above does not affect any of the exclusions or exception in clause 4 of this Epiroc Australia Pty Ltd Parts and Services Warranty or in any way increase Epiroc's obligations or liability under the Warranty or otherwise.

## 5.2 Warranty Claim Handling

a) Where relevant, the Warranted Item must be recorded as "Commissioned" by Epiroc.

b) Accurate serial and part number data must be provided, and the serial and part number data must match the Warranted Item.

c) First Purchaser identification (e.g. certificate of incorporation) must be provided. Proof of first purchase (such as receipt or invoice) must also be provided.

d) The First Purchaser must provide a completed warranty claim form and forward to an Epiroc Service Centre. Warranty claim form must be accompanied by clear digital photographs of the defect or failure and a documented service history.

e) The First Purchaser must send the warranted item to the Epiroc Nominated Service Centre within 14 days and must be cleared marked as subject to warranty and accompanied by Epiroc Warranty Claim Form.

f) For each claim, the First Purchaser must provide detailed information and supporting documentation as follows;

   (i) Purchase order(s) for full value of the item under warranty.

   (ii) Warranty claim form, with all fields fully completed, including the serial numbers of both the removed part/component and the replacement part/component fitted.

   (iii) Photo of the display screen hour meter.

   (iv) Proof of purchase for parts warranty claims (a customer purchase order is acceptable)

   (v) RCS fault log download (upon request)

   (vi) Oil sample results for any fluid related claims from the last (6) months, e.g. engine, hydraulic, compressor, cooling system, final drives.

   (vii) Maintenance history, this is needed as evidence the machine has been maintained (upon request).

(viii) Epiroc Service Report (signed technician report).

(ix) Photos of the fault (e.g. leaking cylinder, chassis cracks, non-functional display screen) where an hour meter reading cannot be captured.

(x) Photo of the new part/component fitted on the machine.

Should the First Purchaser fail to provide sufficient information to substantiate the warranty claim within 15 days of submitting the claim, Epiroc may adjust the claimed value or deny the claim in total.

### 5.3 Claimed parts/return of claimed parts

Warranty replaced parts or components are owned by Epiroc and must be handled sufficiently so that no additional damage is caused, so that all parts are included, and so that they are as complete and unaltered as possible.

a) Connections on hydraulic components must be properly sealed to avoid contamination internally.

b) All returns must be clearly marked with the corresponding Customer PO number and Warranty Notification number.

c) If after investigation fault has not been found or proven, the First Purchaser can request the part back.

**Notes**:

Warranty claims can be denied if the claimed parts are not available on time or when applicable returned in an unreasonably poor condition. Returned parts must not have been manipulated or warranty will be void. Please contact Epiroc for advice before conducting a local repair or investigation.

Additionally, the warranty becomes void if a component is opened or repaired by anyone other than Epiroc. Opening a component interferes with the manufacturer's quality control process and could cause additional damage due to improper handling or incorrect reassembly.

### 5.4 Transportation

a) Subject to the Australian Consumer Law, the First Purchaser is responsible (solely at its cost) for all freight and transport to send a Warranted Item (and any damaged Epiroc Equipment) to, and pick it up from, the Epiroc Nominated Service Centre as directed by Epiroc. To avoid doubt, this includes heavy lifting, towing, loading and unloading.

# 6 GENERAL

## 6.1 Sole Remedy

Subject to clause 6.2 of this Epiroc Australia Pty Ltd Parts and Services Warranty, and to the maximum extent permitted by law:

a) This Warranty is in lieu of all other warranties or conditions express, implied or statutory, including but not limited to warranties of merchantability and fitness for a particular purpose;

b) No other warranties express or implied are given unless they are expressly given by Epiroc in writing; and

c) The rights and remedies in this Warranty are the First Purchaser's sole and exclusive remedies for any defect of any kind in Warranted Item, or damage of any kind to an Epiroc machine that is caused by a Warranted Item or that is caused by any defect in any Epiroc labour.

## 6.2 Non-Excludable Rights

Nothing in this Warranty affects any non-excludable statutory rights or statutory remedies that the First Purchaser may have under State, Territory or Federal legislation.

## 6.3 Limitation of Liability

a) Under no circumstances and in no conditions shall Epiroc's liability whether in respect of one claim or in aggregate, arising out of any contract, exceed the price paid for the Warranted Item.

b) Epiroc, its suppliers and its distributors shall in no event be liable to the First Purchaser, any successors in interest, or any beneficiary or assignee relating to this sale for any consequential, incidental, indirect, special or punitive damages arising out of this sale or any breach thereof, or any defects in, or failure of, or malfunction of the Warranted Item under this sale. including but not limited to loss of use, lost profits or revenue, interest, lost goodwill or reputation, work stoppage, impairment of other goods, loss by reason of shutdown, downtime costs, energy costs, loss of opportunity, lost business, cost of financing, waste of time management or labour, damages (liquidated or otherwise) under contracts with others, penalties, fines, loss of use or development of resources, or nonoperation, increased expenses of operation of the equipment, cost of purchase of replacement power or claims of users or customers of the user for service interruption, whether or not any such loss or damage is based on contract, warranty, negligence, indemnity, strict liability or otherwise, whether or not such loss is director or indirect and even if Epiroc, its suppliers, or distributors have been advised of the possibility of any such damages or if such damages are foreseeable.

## 6.4 Consumer Guarantees

The following information is provided for Consumers pursuant to the Australian Consumer Law. This clause only applies to Consumers under the Australian Consumer Law. To the maximum extent permitted by law, this clause does not in any way affect the Warranty as set out above.

a) The Warranty provided by Epiroc is set out in clause 2 of this Epiroc Australia Pty Ltd Parts and Services Warranty above.

b) The Warranty Periods are set out in clause 3 of this Epiroc Australia Pty Ltd Parts and Services Warranty above.

c) The Warranty is given by Epiroc Australia Pty Ltd of 19 Reid Road, Perth Airport, W.A., 6105 Phone: 1300 366 880

d) To make a Warranty claim, you must:

   (i) report the Defect to Epiroc, in writing, within the relevant Warranty Period (see clause 3 of this Epiroc Australia Pty Ltd Parts and Services Warranty above); and

   (ii) follow the Warranty Claims process in clause 5 of this Epiroc Australia Pty Ltd Parts and Services Warranty above.

e) You bear the expense of sending Warranted Items or damaged Epiroc Equipment to Epiroc for a Warranty Claim (see clause 5.3 of this Epiroc Australia Pty Ltd Parts and Services Warranty above).

f) Some Epiroc goods come with guarantees that cannot be excluded under the Australian Consumer Law. Where this is the case, you are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

g) The benefits given to you under the Warranty are in addition to other rights or remedies that you may have under State, Territory or Federal legislation.

h) Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods.

[1] Diesel Hydraulic products: diesel engine hours. Electric Hydraulic products: electrical motor hours. Raiseboring equipment: rotation hours. For equipment without an hour meter warranty is based on calendar time.
[2] Office kits follow first 3000 hours of operation or 12 months of operation (whichever comes first).
[3] Ventilation products 24 months.
[4] Under the condition that the COP/RD Rock drill or DHR Rotation unit have been maintained in accordance with the specific maintenance instruction.
[5] Unless material or workmanship defects can be proven.