

Epiroc Australia Pty Ltd

Epiroc Standard Warranty

Effective: 15 October 2021

Epiroc Australia Pty Ltd

Epiroc Australia
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Perth Airport, WA 6105

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Epiroc Australia Pty Ltd
ABN: 70 000 086 706

Background

This document consists of:

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

How to contact us:

1300 366 880

24 HOUR FREECALL

or call your local branch

Location	Office Hours	After Hours Parts
Adelaide SA	08 8329 8700	0428 407 011
Brisbane QLD	07 3422 7600	0457 735 530
Broken Hill NSW	08 8087 0090	0427 907 296
Burnie TAS	03 6435 1503	0409 237 226
Cobar NSW	02 6836 4892	0427 237 997
Kalgoorlie WA	08 9026 1400	0419 904 233
Mackay QLD	07 4968 1300	0409 834 630
Melbourne VIC	03 9316 1600	0409 237 226
Mount Isa QLD	07 4743 4233	0408 238 481
Muswellbrook NSW	02 6542 0900	0419 212 238
Newman WA	08 9175 9800	0427 988 073
Orange NSW	02 6393 9900	0437 529 421
Perth WA	08 9262 9745	0438 654 187
Sydney NSW	1300 366 880	0419 601 192
Townsville QLD	07 4774 9600	0400 362 016

Epiroc Australia Pty Ltd New Machine Warranty Effective: 15 October 2021

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 Premises 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 (including machines branded “Atlas Copco”) 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

- (i) Spare Parts;
- (ii) Epiroc Labour;
- (iii) Service exchange and Component Kits; and
- (iv) 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):

- (i) repair¹, replace or adjust (in Epiroc’s absolute discretion and at an Epiroc Nominated Premises) any part of a New Machine that has a Defect; and/or
- (ii) repair¹, at an Epiroc Nominated Premises, 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 Second Hand Machines

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

2.4 Replacement Parts

Epiroc may (in its absolute discretion) replace parts or components of a New Machine with new parts or new components or with rebuilt parts or components.

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 Commissioning or two thousand (2000) engine hours, whichever occurs first.
Hydraulic rotation units	Twelve (12) months from Commissioning or the first specific overhaul interval according to specific product maintenance instruction, whichever occurs first.
Engine	Warranty Period varies according to type of New Machine and engine manufacturer. 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 Commissioning or two thousand (2000) engine hours, whichever occurs first.
Underground Material Handling Equipment	Twelve (12) months from Commissioning or six thousand (6000) engine hours, whichever occurs first.
Engine	Warranty Period varies according to type of New Machine and engine manufacturer. Warranty Period is available from Epiroc on request.

(c) Drilling Solutions Equipment (DS)

Machine	Warranty Period
All deephole drill rigs, waterwell drill rigs, TXW and DBXX model numbers, TH60, RD10+, RD20 and Predator as well as blasthole drill rigs with DMXX and PVXX model numbers	Twelve (12) months from Commissioning or six thousand (6000) engine hours, whichever occurs first.
All blast hole drill rigs with IDMXXX, IBHXX, SCH 200 model numbers and water well drill rigs with THXX model numbers	Twelve (12) months from Commissioning or two thousand (2000) engine hours, whichever occurs first.
Technology upgrade kits sold by ADS division	Twelve (12) months from Commissioning or three thousand (3000) hours of operation, whichever occurs first, provided that the installation is completed by a trained and qualified Epiroc representative.
Original Undercarriage* *Important Note <i>For any part of an undercarriage that is replaced under warranty, the replaced part will be warranted for the remainder of the original warranty.</i>	Twenty four (24) months from Commissioning.
Engine	Warranty Period varies according to type of New Machine and engine manufacturer. Warranty Period is available from Epiroc on request.
Airend/Compressor	Twelve (12) months from Commissioning or six thousand (6000) hours of service, whichever occurs first.

(d) Rocktec (RDT)

<p>COP/RD Rock Drills and DHR rotation units</p>	<p>Twelve (12) months from Commissioning or first schedule overhaul interval according to the specific product maintenance instruction, whichever occurs first.</p> <p>This is subject to:</p> <ul style="list-style-type: none"> • The rock drill or unit being installed by an Epiroc representative. • The rock drill or unit having regular daily and hourly based service actions performed and documented.
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(e) Batteries

<p>Batteries for battery powered machines</p>	<p>First two thousand (2000) hours of operation or 12 months from Commissioning, whichever occurs first.</p>
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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 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

The following items are not covered by the Warranty:

- (a) anything that requires replacement as a result of normal use or wear;
- (b) rubber goods;
- (c) normal consumable and wear parts, including but not limited to nuts, bolts, rivets, screws, washers;
- (d) fuel, coolant, compressor, hydraulic, hammer and lubricating oil, grease and anti-freeze, air filter elements, fuel filter elements, hydraulic oil filter elements, lubricating oil filter elements and spline wear;
- (e) replacement of hydraulic pumps, hydraulic motors or hydraulic cylinders or electrical components that could have been economically repaired by the replacement of a seal or seal kit. To avoid doubt, Epiroc may (in its absolute discretion) choose to replace a hydraulic pump, hydraulic motor or hydraulic cylinder instead of replacing a seal or a seal kit;
- (f) deterioration of parts or components affected as a result of corrosion;
- (g) anything (including attachments) that is not manufactured or supplied by Epiroc;
- (h) sliding pieces, centraliser bushings, gripper inserts, feed chain, wire ropes, track chain and plates;
- (i) bulbs;
- (j) starter motor, alternator, batteries;
- (k) air, water and hydraulic hoses, fittings and seals;
- (l) air, water and hydraulic tubing;
- (m) hose assemblies;
- (n) accessories such as drill steel, shank adapters, floating subs, shock subs, tools;
- (o) leaking gaskets, O-rings and loose connections;
- (p) tyres and tubes;
- (q) carriers on truck mounted Epiroc machines; and
- (r) 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) anything listed in clause 4.1 of this Epiroc Australia Pty Ltd New Machine Warranty above;
- (b) use of non Epiroc authorised parts, accessories (including, without limitation, use of non Epiroc authorised filters, fluids or lubricants);
- (c) use of lubes, oils or fuels that do not conform to Epiroc recommendations;
- (d) 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;
- (e) 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);
- (f) any failure to carry out any recommended checks (including, without limitation, any checks in any New Machine documentation);
- (g) improper handling, storage or protection of a New Machine;
- (h) 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);
- (i) use of a New Machine for any purpose other than its intended purpose;
- (j) exceeding any capacity or operating limits;
- (k) use of a New Machine by unqualified operators;
- (l) alterations, additions or modifications made to a New Machine (or, to avoid doubt, any part of it) without Epiroc's express written consent;
- (m) abuse, misuse, negligence (including, without limitation, negligent repairs) or intentional misuse;
- (n) corrosion, erosion or normal wear and tear;
- (o) exposure to radioactive material or radiation of any kind;
- (p) 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);
- (q) loss or damage caused by a transport carrier;
- (r) towing, haulage and unloading costs; or
- (s) without limiting (a) – (r) 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 immediately 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 Claims Process

- (a) Where relevant, 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 (eg 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 detailed description of the Defect, photographs and reports on measures taken to troubleshoot and correct the problem.

5.3 Transportation

- (a) 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 Premises as directed by Epiroc. To avoid doubt, this includes heavy lifting, towing, loading and unloading.
- (b) The First Purchaser must send the warranted item to the Epiroc Nominated Premises within 30 days of a request from Epiroc to do so.

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) 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 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:
 - 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
 - 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) Epiroc goods come with guarantees that cannot be excluded under the Australian Consumer Law. 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.

Epiroc Australia Pty Ltd Parts and Services Warranty Effective: 15 October 2021

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 Premises 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

- (i) Spare Parts;
- (ii) Epiroc Labour;
- (iii) Service exchange and Component Kits; and

(iv) 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 3 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 Premises) any Warranted Item that has a Defect; and

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

provided that the Defect is reported to Epiroc, in writing, within the relevant Warranty Period and the Warranty Claims process in clause 4 of this Epiroc Australia Pty Ltd Parts and Services Warranty is followed.

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 Replacement Parts

Epiroc may (in its absolute discretion) replace parts or components with new parts or new components or with rebuilt parts or components.

Inclusions

The Warranty includes the repair or replacement (at Epiroc's discretion) of the defective Warranted Item and associated labour to remove and replace.

3. Warranty Period

3.1 Warranty Periods

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

(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.	Six (6) months from the original invoice date or one thousand (1000) operation hours, whichever occurs first. NOTE: The installation of the component must be performed within 12 months from the original invoice date.
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.

Note: Epiroc remanufactured and service exchange components will be handled in accordance with the Spare Parts warranty period.

(b) Epiroc Labour

Warranted Item	Warranty Period
All Epiroc labour sold by Epiroc	Ninety (90) days after the work is performed. To avoid doubt, if the work involves a number of discrete tasks, the 90 day period applies to each discrete task and commences when the discrete task has been completed.

(c) Service Exchange And Component Kits

Warranted Item	Warranty Period
Parts or components that are placed in a Service Exchange Component by Epiroc as part of re- building or remanufacturing the Service Exchange Component.	Six (6) months after the Service Exchange Component is provided by Epiroc or one thousand (1000) operation hours in service, whichever occurs first.
Epiroc Component Kits (Custom Engineering Solutions) sold and mounted on a product by an Epiroc representative	Six (6) months from the date of installation or one thousand (1000) operation hours in service, whichever occurs first.
Epiroc labour used to create a Service Exchange Component.	Ninety (90) days after the Service Exchange Component is provided by Epiroc.

(d) OEM Specification Rebuilds

Warranted Item	Warranty Period
Parts or components that are placed in an OEM Specification Rebuild by Epiroc as part of remanufacturing the OEM Specification Rebuild	One hundred and eighty (180) days after the OEM Specification Rebuild is provided by Epiroc or one thousand (1000) engine hours, whichever occurs first.
Epiroc labour used to create an OEM Specification Rebuild.	Ninety (90) days after the OEM Specification Rebuild is provided by Epiroc.

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

The following items are not covered by the Warranty:

- (a) anything that requires replacement as a result of normal use or wear;
- (b) rubber goods;
- (c) normal consumable and wear parts , including but not limited to nuts, bolts, rivets crews, washers;
- (d) fuel, coolant, compressor, hydraulic, hammer and lubricating oil, grease and anti- freeze, air filter elements, fuel filter elements, hydraulic oil filter elements, lubricating oil filter elements and spline wear;
- (e) replacement of hydraulic pumps, hydraulic motors or hydraulic cylinders or electrical components that could have been economically repaired by the replacement of a seal or seal kit. To avoid doubt, Epiroc may (in its absolute discretion) choose to replace a hydraulic pump, hydraulic motor or hydraulic cylinder instead of replacing a seal or a seal kit;
- (f) deterioration of parts or components affected as a result of corrosion;

- (g) anything (including attachments) that is not manufactured or supplied by Epiroc;
- (h) sliding pieces, centraliser bushings, gripper inserts, feed chain, wire ropes, track chain and plates;
- (i) bulbs;
- (j) starter motor, alternator, batteries;
- (k) air, water and hydraulic hoses, fittings and seals;
- (l) air, water and hydraulic tubing;
- (m) hose assemblies;
- (n) accessories such as drill steel, shank adapters, floating subs, shock subs, tools;
- (o) leaking gaskets, O-rings and loose connections;
- (p) tyres and tubes;
- (q) carriers on truck mounted Epiroc machines; or
- (r) 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) anything listed in clause 4.1 of this Epiroc Australia Pty Ltd Parts and Services Warranty above;
- (b) use of non Epiroc authorised parts, accessories or fluids (including, without limitation, use of non Epiroc authorised filters, fluids or lubricants);
- (c) use of lubes, oils or fuels that do not conform to Epiroc recommendations;
- (d) 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;
- (e) 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);
- (f) any failure to carry out any recommended checks (including, without limitation, any checks in any Warranted Item documentation);
- (g) improper handling, storage or protection of a Warranted Item;
- (h) 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);
- (i) use of a Warranted Item for any purpose other than its intended purpose;
- (j) exceeding any capacity or operating limits;
- (k) use of a Warranted Item by unqualified operators;
- (l) alterations, additions or modifications made to a Warranted Item (or, to avoid

- doubt, any part of it) without Epiroc's express written consent;
- (m) abuse, misuse, negligence (including, without limitation, negligent repairs) or intentional misuse;
 - (n) corrosion, erosion or normal wear and tear;
 - (o) exposure to radioactive material or radiation of any kind;
 - (p) 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);
 - (q) loss or damage caused by a transport carrier;
 - (r) towing, haulage and unloading costs; or
 - (s) without limiting (a) – (r) 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 immediately 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 Claims Process

- (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 (eg 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 detailed description of the Defect, photographs and reports on measures taken to troubleshoot and correct the problem.

5.3 Transportation

- (a) 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 Premises as directed by Epiroc. To avoid doubt, this includes heavy lifting, towing, loading and unloading.
- (b) The First Purchaser must send the Warranted Item to the Epiroc Nominated Premises within 30 days of a request from Epiroc to do so.

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) Epiroc goods come with guarantees that cannot be excluded under the Australian Consumer Law. 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.