



## **Taurus Mining Solutions**

### **WARRANTY TERMS AND CONDITIONS**

#### **1 Trade Practices / Fair Trading**

No term of this warranty purports to exclude, restrict or modify the application of any of the provisions of the Trade Practices Act or other governing or regulatory bodies where those provisions have mandatory application.

#### **2 TMS Products**

New Products TMS warranty on new TMS manufactured products commences from the delivery date. The warranty term shall be Twenty - Four (24) months or 12,000 operating hours, whichever occurs first. Where the installation is part of the agreed purchase value of the product, installation shall be carried out by TMS, an authorized company representative or an authorized contractor of TMS. The warranty includes workmanship, materials and built for purpose design engineering of the structural components but does not include any internal or external wear liners or target plate, issues that can be associated with fatigue or stress due by age, improper use, poor operating or maintenance practices. For the TMS warranty to apply, the following is mandatory and must be strictly adhered to. TMS require that for the first 6 months of operation a TMS supplied body or bucket inspection sheet must be filled out on a monthly basis and returned to TMS with all relevant machine's unit number, date and SMU hours and any defects noted. Example – Outside the 10/10/20 Loading Compliance.

After (6) months expiry, TMS inspection sheets are required to be completed at normal maintenance intervals and forwarded to TMS. At the time of fitting either a TMS body or bucket, whether a machine is new or used, the hours and date that the body or bucket was fitted to the machine must be sent into TMS within forty-eight hours for TMS records. Where TMS agrees to provide an extended structural warranty for any of its products, all standard conditions shall also apply. Any agreed extended structural warranty will be noted in the TMS quotation and included in the customer's PO.

#### **3 External Products**

Non OEM Components TMS extends no warranty on component/s supplied by others, external of TMS, which form part of the product. These products will be warranted under the supplier's warranty and where it is possible TMS will assign to the customer any benefits that exist under these warranties.

#### **4 Exclusions**

Components will not be subject to this warranty and TMS accepts no liability when it is found that the TMS Product is:

- Used outside its intended purpose
- Unsatisfactorily operated or maintained
- Modified in anyway, including addition of any component/s

or when

- Misleading, ambiguous or wrongly specified operating conditions, material densities or material types or design requirement parameters are provided by the customer

The TMS warranty does not extend to, nor will any claim be accepted by TMS for any:

- fault
- defect
- breakdown
- operate or to operate any specified performance level
- wear liners or target plates
- Impact damage caused by the loading tool or site materials

Where any one or more of the following has occurred:

- failure to operate the Products at or within any performance criteria set out by TMS or any third party who has supplied a component;
- failure to operate or use the product in compliance with any manuals or notices or the like if applicable and supplied by TMS or any third party who has supplied a component
- failure of a component supplied by someone other than TMS or an assigned representative
- caused by or indirectly related to any work carried out on the product by anyone other than TMS or its assigned representative
- failure of a component supplied by the customer or any specifications, technical data or other information supplied for or on behalf of the customer that are found to be associated with the failure
- Act of God or any other cause beyond the control of TMS.

This warranty is limited to the repair (at TMS's discretion) of the product under warranty only.

TMS does or will not accept any consequential loss or liabilities, pay compensation for loss of profit and/or damages to equipment or personnel of any nature.

### **5 Assignment of Warranty**

The benefit of this warranty is not assignable by the customer without TMS's written consent.

### **6 Claims**

All claims will follow TMS's warranty procedure as set out by TMS. Notification will be sent to TMS of any intended warranty work prior to commencement of work.

TMS will require confirmation of the number of operating hours, all TMS inspection reports and or company up-to-date inspection reports, and clearly defined photos showing the area of the defect. Depending on TMS acceptance and the severity of the claim, any products under warranty claim must be returned to TMS's designated facility at the customer's expense.

All warranty works will be undertaken at TMS's nominated place of work, and notwithstanding all transport costs, accommodation costs, and specialized hire equipment costs will remain the responsibility of the customer unless provisions were provided for and included in the purchase price of the product. All warranty work shall be carried out during normal working hours unless overtime is requested by the customer, therefore allowing all overtime and associated penalty rates to be charged to the customer's account.

Where confirmation on the cause of failure cannot be undoubtedly defined by TMS, an authorized TMS representative or independent body, agreed to be an authority for assessment within the appropriate profession, industry or institute, TMS reserves the right to invalidate any warranty claim.

### **7 TMS Claim Procedure**

The TMS Warranty Form is to be completed in full and faxed or emailed (preferred option) to TMS, together with a purchase order clearly marked in the description text 'Payment subject to Warranty Investigation.' No works should proceed on the assumption that TMS will reimburse all associated costs. TMS shall ensure the product returns to service in minimum time. On occasion, authority to proceed with warranty works on behalf TMS may be approved but only by TMS. Final acceptance of warranty cost will be subject to:

- Inspection of the item as listed in the warranty claim form
- Conditions and circumstances surrounding the failure
- Review of appropriate up-to-date maintenance inspection records, equipment onboard payload data supplied, Impact damage reports, site conditions relating blasting of material, fragmentation, size of material associated with best-practice mining practices, material types and the like
- In the case of Non-OEM items – acceptance of warranty by the component supplier.