

WARRANTY POLICY for Finkbeiner EHB 908 Series

RUD Chains Pty Ltd ACN 010 547 949

DEFINITIONS AND INTERPRETATION

1. In this Warranty Policy:

Commencement Date means the date on which the purchaser first obtains possession of the Product.

Force Majeure Event means any circumstance which:

- (a) is beyond the reasonable control of the party affected by it; and
- (b) causes or results in a default or delay in the performance by that party of any of its Obligations under this agreement where the occurrence of the circumstance and the effects of it could not be avoided or remedied by the exercise by that party of a standard of foresight, care and diligence consistent with the operations of a reasonable, prudent and competent person under the circumstances, and includes any of the following circumstances if they meet the requirements of paragraphs (a) and (b):
- (c) explosion, earthquake, landslide, fire, cyclone, flood, or other natural disaster declared by the relevant Government Body;
- (d) war, invasion, act of foreign enemy, hostilities (whether or not war has been declared) and any other unlawful act against public order or authority;
- (e) acts or omissions of a Government Body;
- (f) governmental restraint and adverse changes in government regulations that directly affect a party or render unlawful the performance of the party's Obligations under this agreement;
- (g) ionizing radiation or contamination, radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear waste or from the combustion of nuclear, radioactive, toxic, explosive or other hazardous properties of any explosive assembly or nuclear component;
- (h) pandemic;
- (i) except to the extent instigated by the affected party, a strike, lockout, blockade, picketing action or industrial action, dispute or disturbance of any kind; and
- (j) breakdown of plant or machinery and the loss of supply of services or the unavailability of services.

RELEVANT WARRANTY PERIOD MEANS:

- (a) in respect of the Structural Warranty - the period commencing on the Commencement Date and ending on the day immediately before the tenth anniversary of the Commencement Date;
- (b) in respect of the Mechanical Warranty - the period commencing on the Commencement Date and ending on the day immediately before the second anniversary of the Commencement Date; and
- (c) in respect of the Electrical Warranty - the period commencing on the Commencement Date and ending on the day immediately before the second anniversary of the Commencement Date.
- (d) in respect of the Spare Parts Warranty - the period commencing on the Commencement Date and ending on the day immediately before the first anniversary of the Commencement Date.

Manufacturer means Walter Finkbeiner GmbH

Manufacturer Warranty means the manufacturer warranty for the Products provided to RUD Chains Pty Ltd by the Manufacturer, prior to the Commencement Date.

2. ACCEPTANCE

- (a) The Purchaser shall be responsible for examining whether the Products received are free of defects within

ten working days from the transfer of risk and title to the Products.

- (b) If a defect is apparent, this must be reported within five (5) working days of its actual discovery.
- (c) Any defects discovered must be reported to RUD Chains Pty Ltd in writing. Complaints must include a detailed description enabling the presumed cause as well as the consequences to be identified. Upon request, suitable documentary material, particularly in the form of photographs, must be made available to RUD Chains Pty Ltd.
- (d) If the Purchaser fails to fulfil its obligations to examine the Products and to raise a complaint in accordance with this clause the Product and its performance shall be deemed to have been accepted.
- (e) The Purchaser shall be obliged to cover the costs incurred by RUD Chains Pty Ltd in conjunction with a culpably raised unjustifiable complaint.

3. PURCHASER OBLIGATIONS

- (a) The Purchaser shall not modify alter, disassemble, or otherwise tamper with any aspects of the Products. The Purchaser shall, in particular, not amend or remove existing warnings about the dangers of improper use. If this obligation is breached, the Purchaser shall indemnify RUD Chains Pty Ltd in respect of product liability claims, unless the Purchaser was not responsible for the fault that triggered the liability.
- (b) If RUD Chains Pty Ltd is obliged to initiate measures, in particular product warnings or product recalls, the Purchaser shall support RUD Chains Pty Ltd in such endeavours to the best of its ability.
- (c) The Purchaser shall inform RUD Chains Pty Ltd in writing without undue delay of any risks in relation to the Product that become known to it.

4. WARRANTY

4.1 Structural warranty

RUD Chains Pty Ltd warrants that the Product is structurally free from defects in workmanship and materials for the Relevant Warranty Period.

4.2 Mechanical warranty

RUD Chains Pty Ltd warrants that the mechanical components, other than those defined as Wear Parts of the Product, are free from defects in workmanship and materials for the Relevant Warranty Period.

4.3 Electrical warranty

RUD Chains Pty Ltd warrants that electrical components, other than those defined as Wear Parts of the Product, are free from defects in workmanship and materials for the Relevant Warranty Period.

4.4 Wear Parts

Wear parts include products such as solenoids, nylon chain guides and thrust washers.

5. TRANSFERABILITY OF WARRANTY

- (a) The Warranties given by RUD Chains Pty Ltd are non-transferrable and are given only to the original Purchaser of the Product.
- (b) If the Purchaser parts with legal or beneficial title (or both) to the Product at any time during the Relevant Warranty Period, then:
 - (1) The Relevant Warranty Period shall be deemed to have ended on the date on which the Purchaser first parts with legal or beneficial title to the Product; and
 - (2) The Warranties shall otherwise cease to be of any force or effect.

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6. CLAIM PROCESS

6.1 Right to refuse

The Purchaser expressly acknowledges and agrees that RUD Chains Pty Ltd reserves the right to refuse claims which would otherwise be covered under this Warranty if the Purchaser fails to follow the claims process set out in this clause, the intention being that following the defined claim process is for the benefit of both the Purchaser and RUD Chains Pty Ltd in that the process allows RUD Chains Pty Ltd to deal with any claims by the Purchaser in a more and timely manner than would otherwise be the case.

6.2 Warranty claim

In the event that the Purchaser seeks to make a claim under one of the Warranties:

- (a) The Purchaser shall provide RUD Chains Pty Ltd with written notice of the Warranty claim as soon as possible (but, in any event, within fourteen (14) days) after discovery of the defect the subject of the Warranty claim, including with such written notice, where appropriate, photographic evidence of such defect and a copy of the invoice or sale docket evidencing the purchase of the Product by the Purchaser.
- (b) RUD Chains Pty Ltd reserves the right to require the Purchaser to freight or transport the Product or the relevant component to such location as RUD Chains Pty Ltd reasonably requires for the purposes of inspection by RUD Chains Pty Ltd, and all freight or transportation charges (including charges incurred in returning the Product or component to the Purchaser) shall be at the Purchaser's sole cost; and
- (c) RUD Chains Pty Ltd will, upon inspection and to the satisfaction of RUD Chains Pty Ltd that the cause is as a result of a defect in material or workmanship, pay to repair, repair, or replace any part or parts which are required to rectify the defect.

7. LIMITATIONS OF LIABILITY

7.1 The Purchaser expressly acknowledges and agrees that, to the maximum extent permissible by law:

- (b) All implied conditions, warranties and undertakings are expressly excluded and except as provided in the Warranties;
- (c) RUD Chains Pty Ltd does not provide any additional warranties beyond or in addition to the Manufacturer Warranties.
- (d) The limitations and qualifications in the Manufacturer Warranty expressly limit and qualify the warranties, given to the Purchaser by RUD Chains Pty Ltd under this Warranty Policy. RUD Chains Pty Ltd is not liable for any loss or damage, whether direct or indirect (including consequential losses or damage) arising out of any breach of contract by RUD Chains Pty Ltd or any negligence of RUD Chains Pty Ltd, its employees or agents, and the Purchaser releases RUD Chains Pty Ltd from those claims;
- (e) RUD Chains Pty Ltd can deem the warranty void if the Purchaser of the Product fails to maintain the Product in accordance with RUD Chains Pty Ltd's written direction (including this Warranty Policy), the Manufacturer's written direction and Australian Standard AS/NZS 2550.9:1996.
- (f) It is the responsibility of the Purchaser to maintain adequate records that can substantiate that the Product has been maintained in accordance with RUD Chains Pty Ltd's written direction, the Manufacturer's written direction and Australian Standard AS/ NZS 2550.9:1996;
- (g) RUD Chains Pty Ltd may deem the warranty void if the

Purchaser of the Product fails to have the Product serviced or repaired by an authorised repairer using genuine parts;

- (h) The Purchaser must maintain the Product in accordance with the minimum maintenance requirement as detailed in the Maintenance Schedule of the Operator Manual, and must maintain documentary evidence of such maintenance (to be provided to RUD Chains Pty Ltd upon request);
- (i) The Warranties will be void if the Purchaser:
 - (1) Fails to maintain the Product in accordance with the minimum maintenance requirement as detailed in the Maintenance Schedule of the Operator Manual; or
 - (2) Is unable to produce, upon request by RUD Chains Pty Ltd, documentary evidence of such maintenance;
- (j) Repair or replacement under the Warranties does not extend the original warranty period; and
- (k) Claims made under these warranties shall be accepted only if the Product in within the Relevant Warranty Period and the cause of the defect was not due to:
 - (1) Improper adjustment or operation by the purchaser;
 - (2) Any modification of the Product which was not authorised in writing by RUD Chains Pty Ltd;
 - (3) Any misuse of the Product;
 - (4) Any use or operation of the product outside the physical, mechanical, electrical, or environmental specifications of the Product;
 - (5) Inadequate or improper maintenance of the Product;
 - (6) Storage of the Product other than as set out in the Operator Manual; or
 - (7) A Force Majeure Event.

8. RISK, RELEASE, AND INDEMNITY

8.1 Release

The Purchaser releases and discharges RUD Chains Pty Ltd from all claims that the Purchaser has or may have against RUD Chains Pty Ltd, in relation to the Product, including in respect of:

- (a) any damage to property or death of, or injury to, any person caused directly or indirectly by the Product;
- (b) any claim against RUD Chains Pty Ltd in relation to the Product or the use or operation of it; or
- (c) (c) any other thing in relation to which the Purchaser has assumed the risk or liability under clause 6.2. The release in this clause applies irrespective of whether RUD Chains Pty Ltd provides training or commissioning in relation to the Product to the Purchaser.

8.2 Indemnity

The Purchaser must indemnify RUD Chains Pty Ltd and keep RUD Chains Pty Ltd indemnified against all claims, taxes, liabilities, losses, and expenses incurred by RUD Chains Pty Ltd as a result of:

- (a) any damage to property or death of, or injury to, any person caused directly or indirectly by the Product;
- (b) any claim against RUD Chains Pty Ltd in relation to the Product or the use or operation of it; or
- (c) any other thing in relation to which the Purchaser has assumed the risk or liability under clause 8.2. The indemnity in this clause applies irrespective of whether RUD Chains Pty Ltd provides training or commissioning in relation to the Product to the Purchaser.

8.3 Effect of indemnity

- (d) It is not necessary for RUD Chains Pty Ltd to incur any expense before enforcing its right to an indemnity under clause 8.2.
- (e) The Purchaser must pay to RUD Chains Pty Ltd on

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demand any amount payable under the indemnity
contained in clause 8.2.