

Warranty Terms and Conditions

1. DEFINITIONS AND INTERPRETATIONS

- 1.1 "Agreement" means this agreement incorporating these terms and conditions, any schedule to this agreement and includes any written variation to this agreement.
- 1.2 "Supplier" means Oreflow Australia Pty Ltd, its successors and assigns or any person acting on behalf of and with the authority of Oreflow Australia Pty Ltd.
- 1.3 "OFA" means Oreflow Australia Pty Ltd and shall be, for the purposes of these terms and conditions agreement, where relevant, be interchangeable with "Supplier".
- 1.4 "Customer" means the person/s or any person acting on behalf of and with the authority of the Customer requesting the Supplier to provide the Services as specified in any proposal, quotation, order, invoice, or other documentation, and:
 - (a) if there is more than one Customer, is a reference to each Customer jointly and severally.
 - (b) if the Customer is a part of a Trust, shall be bound in their capacity as a trustee.
 - (c) includes the Customer's executors, administrators, successors and permitted assigns.
- 1.5 "Goods" means all Goods (including but not limited to, any supplementary aftermarket accessories and/or consumables) or Services supplied by the Supplier to the Customer at the Customer's request from time to time (where the context so permits the terms 'Goods' or 'Services' shall be interchangeable for the other).
- 1.6 "OEM" means Original Equipment Manufacturer.
- 1.7 "DOM" means date of manufacture.
- 1.8 "DOIC" means date of installation and commissioning.

2. GENERAL TERMS AND CONDITIONS

- 2.1 The Australian Competition and Consumer Act (CCA) 2010 including the Australian Consumer Law) as well as other Australian laws guarantee certain conditions, warranties and undertakings, and give you other legal rights in relation to the quality and fitness for purpose of goods and services provided by the Supplier in Australia. You are entitled to a replacement or refund for a major failure and 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. What constitutes a major failure is set out in the Australian Consumer Law.
- 2.2 Nothing in this Warranty purports to modify or exclude the conditions, warranties and undertakings, and other legal rights, under the Australian Competition and Consumer Act (CCA) 2010 and other Australian Laws.
- 2.3 This Warranty is to be read in conjunction with the Supplier's "Sales - Terms and Conditions of Trade".
- 2.4 This Warranty gives you additional protection for the Supplier's goods and services provided and identifies a preferred approach to resolving warranty claims which will be the quickest and simplest for all parties' subject to the exclusions, terms and conditions below.

3. WARRANTY COVERAGE AND APPLICATION

- 3.1 Warranty on components against any perceived defects in the Supplier's workmanship and materials are detailed in clause 4 under Warranty Period.
- 3.2 The warranty is provided in addition to any conditions or warranties applied by the Australian Competition and Consumer Act (CCA) 2010 or legislation of any Federal or State Government.
- 3.3 The Supplier reserves the right to examine all failed components and provide advice regarding the appropriate repair method.
- 3.4 Any repairs or replacement will be made at the Supplier's factory or by the Supplier's approved repairer in accordance with any schedules and limitations in our written warranty within a reasonable time after written notice upon receipt of the goods determined by the Customer to be defective.
- 3.5 OFA expressly warrants (unless otherwise stated by it in writing as part of, or in addition to, the original contract of sale), that it shall repair or replace component parts manufactured by it and originally supplied by it which are:
 - (a) Shown to its satisfaction to be defective due to faulty workmanship or materials.
 - (b) Shown to fail under normal use or operation.

4. WARRANTY PERIOD

- 4.1 The period during which this Warranty is in effect will depend upon the Supplier's provided goods and / or services.
- 4.2 In all cases, the commencement date for the period is the actual day of purchase as reflected on the Supplier's invoice / receipt provided to the Customer.
- 4.3 The components / parts are divided into those which goods / services have been supplied by the Supplier to the Customer as follows:
 - (a) Product / service
 - (b) Time (warranty period)
- 4.4 OFA warrants its products to be free of defects in manufacturing, materials and workmanship for a period of 18 months from date of manufacture or 12 months from installation and commissioning whichever fall earlier.

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4.5 This part of the Warranty identifies the Supplier's preferred approach to resolving claims in relation to major items of capital equipment and spare parts. The table below identifies the periods under which a claim may be made under this Warranty:

Product / Service	Time / Warranty Period
Apron & Belt Feeders	Earlier of 18 months DOM / 12 months DOIC
Banana & Maxflow Screens	Earlier of 18 months DOM / 12 months DOIC
Horizontal Linear Motion Screens	Earlier of 18 months DOM / 12 months DOIC
Inclined Circular Motion Screens	Earlier of 18 months DOM / 12 months DOIC
Conveyor Systems	Earlier of 18 months DOM / 12 months DOIC
Vibrating Feeders	Earlier of 18 months DOM / 12 months DOIC
Vibrating Feeder Screens	Earlier of 18 months DOM / 12 months DOIC
Pulleys	Earlier of 18 months DOM / 12 months DOIC
Bucket Elevators	Earlier of 18 months DOM / 12 months DOIC
Spare Parts (which fall under normal use or operation)	3 months from date of delivery ex works or 1000 hours of operation whichever occurs first
Other as noted specifically as falling outside general warranty scope	As otherwise limited by Manufacturers Warranty

4.6 The Supplier warranty will end after the expiration of time from the date of the original invoice.

4.7 Any repairs or replacement will not extend the Warranty.

4.8 The Customer shall be responsible for all defects, thereafter, regardless of cause and the Supplier makes no warranty of merchantability or fitness for a particular purpose.

5. WARRANTY CLAIMS

5.1 The Customer specifically acknowledges that the components purchased will require additional accessories / components and must be properly installed or the warranty is void.

5.2 The Customer specifically acknowledges that proper / routine maintenance procedures which may include, but not be limited to, replacement or calibration as applicable, filters, lubricant, hoses, belts, worn parts etc must be performed as recommended by the OEM or the Supplier's Warranty will be void.

5.3 The Supplier will not assume any responsibility for the cost of the above proper / routine maintenance.

5.4 The Supplier and the Customer agree that the Supplier's price is based upon this Warranty.

5.5 The Supplier and the Customer also agree that the Customer's sole and exclusive remedy against the Supplier on account of breach of contract, warranty or performance shall be for the repair or replacement at the Supplier's factory in Kewdale, Western Australia of defects in the Supplier's workmanship or material within the periods of this Warranty.

5.6 The Customer will be responsible for shipment and subject to the limitations and conditions of this warranty.

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6. WARRANTY EXCLUSIONS

6.1 The Warranty will be void and not apply to defects or failures caused by the following:

- (a) Equipment operated outside of design parameters.
- (b) Improper use including, but not limited to, failure to observe safe or warning signage instructions or practices.
- (c) Supply voltages fluctuating beyond + / - 5% of the manufacturers' recommendation as per the OEM.
- (d) Changes to rotation of mechanisms.
- (e) Welding or other unapproved modifications to the body or components including charges made to protective linings and deck media.
- (f) Damage relating to reasonable wear, lightning, fire flood, vandalism, accident, or act of God.
- (g) Damaged or faulty parts are not returned if requested by OFA.
- (h) If the equipment is not able to operate as a free body at all times and is not allowed to run in material that has built up in chutes or hoppers.
- (i) The feed to the equipment is seen to be as to specification but not uniformly fed to the unit.
- (j) The equipment is not maintained in good mechanical order at all times and protective linings are not repaired as required.
- (k) Changes to original alignment of mechanical drives, or where mechanical drives are not correctly aligned, and counter settings not being uniform at all times.
- (l) All bolts are not torqued to specification as per the supplied installation, operating and maintenance manuals or bolt torque chart.
- (m) Improper starting, warm up, run in and shut down.
- (n) Failure to perform normal maintenance in accordance with OEM / OFA operating manuals and instructions.
- (o) Improper installation or maintenance including but not limited to, failure to replace or adjust worn components or use of contaminated lubricants or filtration.
- (p) Improper application of the equipment or parts.
- (q) Use of a part not approved for such use by OFA or OEM.

6.2 The Customer agrees that the Supplier will not be responsible for:

- (a) Incidental or consequential damages arising for any reason, including negligence of OFA, its employees or agents or any defect or malfunction in or relating to the goods and / or services provided by the Customer.
- (b) Damage caused by foreign influences including but not limited to:
 - (i.) **Abnormal environmental conditions such as water, heat etc.**
 - (ii.) **Electronic failure of safety equipment.** Error! Bookmark not defined.
- (c) **Lost profits, sales, or income.**
- (d) **Injury to person or property.**
- (e) **Oil, lubricants, or other substances.**
- (f) **Freight.**
- (g) **Substitute transportation.**
- (h) **Travel and accommodation costs.**

7. GENERAL

7.1 OFA does not warrant parts supplied by the Customer.

7.2 OFA does not warrant spare parts not manufactured by OFA, however, OFA shall use all reasonable endeavours to enforce the warranty (if any) given by the OEM for the benefit of the Customer.

7.3 No benefits or remedies are available under this Warranty while the invoice for the unit, component or related services remains outstanding (including any retention monies outstanding).

7.4 Without limitation to clause 6, the warranties provided shall only apply if the machines or equipment are operated in accordance with the normal operating instructions set out in any manual or other material notified to the Customer by OFA.

7.5 Except as provided herein, OFA shall not be liable.

7.6 **In summary, the Customer acknowledges, accepts, and agrees overall as part of these terms and conditions:**

- (a) **OFA Customer Management Policy.**
- (b) **OFA Warranty Policy.**
- (c) **OFA Sales - Terms & Conditions of Trade.**
- (d) **These documents are available for download from the OFA website – <http://www.oreflow.com.au>**