

CONSTRUCTION PRODUCTS WARRANTY POLICY

- a) Construction products are defined under JB&A Quality Assurance Policy Manual; Title: Product Descriptions WI 4.3.2D. Section 3.5- Jaws classification; all Part Numbers that do not commence with prefix MN/ DO/ DT or other products as nominated.
- b) **Construction Products:** Jaws Buckets and Attachments' are warranted for a period of six (6) months or 1,000 hours unless otherwise stated. Quick Hitches are warranted for a twelve (12) month period or 1,500 hours unless otherwise stated. The warranty covers defects of manufacture, including material failure and welding fracture.
- c) Unless otherwise stated in writing the warranty is limited to (b) above and in no event shall the Seller be liable for any special, contingent or consequential damages, machine work, labour costs or other expenses incurred as a result of failure of any **Jaws** products including, where appropriate, failure to observe safety pin engagement during Quick Coupler operation and failure resulting from any inherent design flaw or inadequate engineering and/or specification supplied by the buyer or its principals, agents or employees for any proprietary products manufactured under license by the seller and/or authorized by the buyer, its principals, agents or employees.
- d) The warranty does not cover:
- i.) Normal wear and tear or metal fatigue associated with an expendable wear item.
 - ii.) Any subsequent machining or welding of any kind to the Attachment structure including repair and/or replacement of fixed welded wear components unless under the strict supervision or approval of/by the sellers nominated representative or at the sellers workshop.
 - iii.) Unauthorized repairs, alterations or modifications.
 - iv.) Any components free issued to the seller by the buyer, its principals, agents or employees for installation to any **Jaws** product. The seller undertakes to apply due care and attention, diligent workmanship and in accordance with OEM procedure and the procedures specified in the seller's Quality Assurance manual but accepts no loss or failure whatsoever for the subject components. Any failure or loss of such items is the responsibility of the original supplier or manufacturer or whoever held title in the subject components through issue of a commercial purchase order or invoice.
- e) Unless otherwise stated in writing the warranty for any free issued customer supplied components is limited to (d) above and in no event shall the Seller be liable for any special, contingent or consequential damages, machine work, labour costs or other expenses incurred as a result of the failure of any



customer supplied products installed by the seller on behalf of the buyer unless it's clearly determined beyond technical doubt that any loss or failure incurred by such components is proven to be directly attributable to poor installation workmanship by the seller, its subcontractors or employees; in which event the seller becomes liable under its warranty provisions for repair to the bucket/attachment or component, but only after complete internal or independent investigation by the seller that welding, testing and inspection procedures for component installation, as set out under the sellers Quality Assurance system (SGS Certificate No. AU95/0387), indicated non-adherence to the subject procedure by the seller or its appointed representatives.

- f) In the event of the seller becoming liable under its warranty provision for repairs or replacement to the Bucket/Attachment or components, the proportion of liability shall be determined following joint investigation by the seller and buyer pro-rata to the period of operational service completed by the Bucket/Attachment. The item must be returned to the sellers premises or alternatively to a suitable workshop as agreed to/nominated by the seller for the purpose of investigation and/or authorized repairs.
- g) No warranty is given nor implied should any Jaws product fail through negligence on the part of the buyer or its employees and subcontractors, abuse, inadequate maintenance procedures on equipment and hydraulic systems, misapplication, demolition work or use outside the normal operating scope for which they are designed.
- h) Warranty period commences from the date of product sale or from the date the Machine, fitted with the seller's product is commissioned, subject to proof of commissioning via invoice or hour meter etc.
- i) Any warranty rectification work of whatever kind must be notified immediately to the seller's appropriate representative. Any approval for repair/replacement work under the provisions of the sellers warranty policy must be notified in writing and conform strictly to the sellers documented warranty procedures.
- j) Where any JAWS product includes hydraulic components, including but not limited to, cylinders, pumps, valves, motors etc., the seller reserves the right to reject any claim where warranty involves the failure of such components resulting from contaminated hydraulic systems in the prime tool carrier or associated attachments, unless the buyer provides a copy of the oil sample results obtained prior to installation of the JAWS product and which shows clean and uncontaminated oil systems.