

## **OZ Excavator Buckets Pty Ltd Standard Warranty Policy**

### **Inclusions:**

- 1) The warranty covers defects in workmanship and material for a period of twelve (12) months from the date of invoice.
- 2) All warranties are subject to approval by OZ Excavator Buckets Pty Ltd (OZ).
- 3) Where the Goods were purchased from OZ directly, the Purchaser shall notify OZ within 24 hours of the failure or breakdown of any attachments, including situations where negligent use of the goods by the Purchaser has led to the failure and provide all details as per section 6(a) below.
- 4) If attachments were purchased through a dealer or distributor, the Purchaser shall notify OZ within the 24-hour period of the failure of breakdown and provide all details as per section 6(a) below.
- 5) Attachments proven defective will be replaced or repaired, free of charge, F.O.B. original shipping plant, with freight prepaid.
- 6) Standard claim procedure is as follows:
  - a) The Purchaser shall provide OZ with as much evidence of the issue to support their claim as possible including clear high-resolution photographs of:
    - i. OZ identification tag and manufacture stamp (located between pick-ups);
    - ii. Overall image of attachment, host machine and working environment;
    - iii. Overall image of fault / defect with the attachment; and
    - iv. Close-up of fault / defect with the attachment.
- 7) Unless otherwise agreed, faulty Goods should be returned to OZ for further investigation prior to the commencement of warranty procedure.
- 8) In the event of quality failure resulting in a claim from a third party, OZ Warranty cover will vary depending on the following different scenarios:
  - a) Where the Goods failure was due to clear violation of quality standard as specified, OZ will elect to repair, replace, or refund the Goods.
  - b) For special warranty claims that fall outside the above scenario, both parties shall discuss on an individual case basis to best resolve the warranty issue.
- 9) The purchaser shall not attempt to repair the goods without prior written approval by OZ. Warranty repairs carried out by a third-party repairer or contractor require prior written approval by OZ. Warranty repairs are not authorised without a prior itemised quote being received by OZ. OZ will provide a purchase order matching the quote as approval to commence repairs under the advice of OZ. Evidence of repair process to be documented by photo images and submitted to OZ to retain the remainder of the warranty term on the attachment.
- 10) Maintenance and daily pre-start checks must be carried out as per the operator's manual to maintain warranty on hydraulic attachments and

other attachments with greaseable and/or moving/articulating components.

The above warranty shall only apply to cracking and bending of attachments during correct and normal usage and shall not extend to the breakage of, or failure of bucket teeth, cutting edges, bucket sides/side cutters or base, or to any other failure in performance due to an attachment being used in applications outside of its intended specified applications. For example, where a general-purpose bucket or heavy-duty bucket is used for rock and concrete excavations.

**Exclusions:**

- 1) No charges for field corrections shall be allowed nor any merchandise returned for credit unless authorised in writing by the OZ warranty department office.
- 2) In no event, whether as a result of breach of contract or warranty, shall OZ be liable for incidental or consequential damages. Including, but not limited to, inspection labour, installation labour, loss of profits or revenue, loss of use of the equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, downtime costs, or claims of customer of the buyer for such damages. OZ liability is limited to the cost of repair or replacement of the attachment.
- 3) Warranty shall be voided where equipment has been subjected to misuse, neglect, accident, unauthorised repairs, severe use, or misapplication.
- 4) Warranty is not applicable to parts or attachments which have been repaired, substituted, or modified by the owner or a third party without prior formal written authorisation from OZ.
- 5) OZ cannot be held responsible should the Purchaser decide to return the Goods after any period of use due to personal preference in design. Any custom made or non-shelf Goods cannot be returned or refunded unless the Goods were incorrectly manufactured, or there is a defect in workmanship.
- 6) OZ endeavours to model and provide the most suitable solution to its best knowledge and design capability to suit the Purchaser's requirements. Warranty does not cover any unforeseeable design flaw that is outside of our current knowledge.
- 7) Failure to follow OZ or the third-party manufacturer's recommendations for oil pressure and flow ratings on hydraulic components will invalidate all warranty claims relating to both the attachment and the hydraulic components of the attachment.
- 8) OZ accepts no responsibility whatsoever for determining the suitability, or otherwise, of the carrier machine or other equipment to which an OZ attachment may be mounted upon or fitted to at present or in the future.

All implied warranties of fitness for a particular purpose are hereby disclaimed by the seller and excluded from this agreement.

**Purchaser Obligations:**

- 1) The Purchaser is responsible for the correct and proper installation of the part or attachment including hydraulic and electrical connections.
- 2) The Purchaser is responsible for the completion of a formal Pre-delivery check.
- 3) The Purchaser is responsible for ensuring that the part or attachment, including any hydraulic components and fittings, is operated and maintained using best industry practice.
- 4) The Purchaser shall notify OZ within 24 hours of the failure or breakdown of any attachments, including situations where negligent use of the Goods by the Purchaser has led to the failure.