

INTERNATIONAL WARRANTY CONDITIONS – TRENCHERS (1 Year / 1000 hours)

1. WARRANTY

- 1.1 Tesmec Australia Pty Ltd (hereinafter Tesmec) warrants to the initial purchaser (hereinafter User) that this Product is free of defects in material and/or workmanship, matching the technical level reached at the time of manufacturing.
- 1.2 The warranty begins on the day of the commissioning of the Product and is valid for 365 days or 1000 engine working hours (whichever occurs first) for any User who takes delivery of the Product during this period. If the Product is not placed under commissioning within 365 days from invoice date the warranty shall expire and become null and void.
- 1.3 The warranty is only effective if the claim for the defect is notified to Tesmec in writing within eight (8) days from its discovery, provided that the deadline of above are not expired.
- 1.4 At Tesmec option, the warranty consists of the repair of the faulty parts/components or replacement of the same with new or re-built parts/components supplied by Tesmec directly or through the local dealer or authorised workshop.
- 1.5 The replacement or repair of the faulty parts/components does not extend the terms of this warranty.
 - a) The following activities will be covered by the warranty and will be free of charge for the User:
 - i. repair or replacement of the faulty parts;
 - ii. labour for replacement and repair.

Works under warranty shall be carried out at Tesmec factories or at local authorized Tesmec dealer or workshop. Other locations are allowed only upon prior written authorization of Tesmec.
 - b) The following activities will not be covered by the warranty and will be at User's charge:
 - i. all transport costs (and risks of loss) of the Product to a suitable repair facility;
 - ii. costs and care of labour, facilities, tools, crane, etc. needed for the repair/replacement if it is not performed at Tesmec factories or at a local authorized Tesmec dealer/workshop;
 - iii. board, lodging and travel costs for the Tesmec technicians if the repair/replacement is not performed in the Tesmec factories or at a local authorized Tesmec dealer/workshop;
 - iv. local taxes and import duties, if any;
 - v. oils, lubricants, fluids, filters and any other consumables necessary for the repair/replacement;
 - vi. shipping costs of the parts/components from Tesmec factories or from local dealer workshop to the place of repair, if the repair/replacement is not performed in the Tesmec factories or at a local authorized Tesmec dealer/workshop.

The parts replaced shall be available for the Tesmec and under their request shall be returned to the Tesmec or to the local Tesmec dealer within 30 days from the date of their replacement.

Transport costs are at Tesmec's charge.
 - c) The warranty, as per point a), is not valid and will immediately elapse in case the defect or breakdown totally or partially, directly or indirectly connected to:
 - i. use of the Product and accessories not in accordance with the Tesmec installation, operation and maintenance manuals;
 - ii. maintenance of the Product not in accordance with the Tesmec installation, operation and maintenance manuals;
 - iii. service of the first 250 hours not carried out by Tesmec, or by the Tesmec authorized dealer, or by personnel authorized by Tesmec;
 - iv. use of accessories, items or parts not sold by, authorized by, or recommended by Tesmec;
 - v. the installation of any component, engine, part, supplies, or materials, whether original or not, which is deemed by Tesmec in its sole discretion to be inconsistent with the Product's design or improperly installed;
 - vi. modifications of the Product carried out without prior written Tesmec authorisation;
 - vii. repairs carried out by personnel not authorised by Tesmec and/or not in accordance with Tesmec instructions;
 - viii. any repair which is delayed in any way;
 - ix. improper adjustment and/or improper tightening or replacement of hardware or fasteners, or by operating the Product with missing hardware or fasteners;
 - x. normal wear and tear of the Product;
 - xi. negligent treatment, improper use or use of the Product in the manner which was not intended in the Product's design;
 - d) This warranty does not include:
 - i. batteries, lamp, bulbs, fuses, various types of gaskets and packing, belts, , filter elements, oil, lubricants, track chain, track drive, sprockets, and other normal wearing or aging parts.
 - ii. buckets, digging chain, teeth, digging plates, wear plates, conveyor belts and any other part in direct contact with the material dug or to be dug;
 - iii. cracking caused from bouncing of the Product
 - iv. engines and transmissions not manufactured by Tesmec.

Tesmec extends to the User the benefits of any warranty (if any) of the manufacturers or suppliers of any of the excluded items.
 - e) This warranty does not apply, in any case, to second hand Products and to any Product that has been put into service, used and/or operated without prior commissioning done by a Tesmec technician or by a local authorized Tesmec dealer.

The Acceptance and Test-Run Certificate duly signed by the User and by Tesmec constitutes the sole evidence of the commissioning.
 - f) This warranty is *in lieu* of any other warranties and/or liabilities, expressed or implied, under the applicable law.
 - g) Therefore the User is not entitled to ask Tesmec for other remedies, liabilities and/or obligations which are different or additional to those listed under this warranty, such as (but not limited to) reduction of price, cancellation of the contract, reimbursement of eventual direct and indirect costs, damages, production losses.

2. SPARE PARTS WARRANTY

- 2.1 Tesmec guarantees the good quality of the spare parts purchased and their proper functioning within the limits of the operating conditions and technical performance provided for the type of Tesmec machine and / or provided by the manufacturers for the components of the same.
- 2.2 The warranty is valid for 6 months from the delivery of the spare part or from the return of the machine, if the repair or replacement took place in the workshop and is applicable only to mechanical groups that have been completely overhauled or replaced in authorized workshops or by Tesmec personnel who intervened on site.
- 2.3 This warranty does not cover electrical parts, those subject to normal wear and tear and components in contact with the excavation area (such as, but not limited to, teeth, pockets, plates, chains, belts, ploughshares, bolts).
- 2.4 The warranty is limited to the repair or replacement, at the choice of Tesmec, of those parts that will be recognized as defective for materials or workmanship.
- 2.5 The Customer is solely responsible for the hours of travel, transport costs, board and lodging and supplies such as lubricating oils, diesel, antifreeze, relating to the repair or replacement mentioned above.
- 2.6 The warranty is to be considered canceled and lapses independently if:
 - a) the machine or spare part supplied is used or installed in a manner that does not comply with the indications of the relevant Use and Maintenance Manual or the machine has been modified, repaired or disassembled, even in part, by unauthorized personnel or has not been immediately stopped pending repair, if its operation is defective, or non-original spare parts have been installed on it; the Customer is not in good standing with payments.
 - b) This warranty replaces any other express or implied warranty and does not give rise to any indemnity claim, of any kind, or to a reduction in price or termination of the supply contract.

- 2.7 For any parts, which have to be returned for inspection to Tesmec Australia, Tesmec Australia will send to the Customer the Goods Return Authorization Form clarifying the components which the Customer has to send back, including also the number of warranty claim itself and the Authorization for goods return number (N.A.R.). This number shall be written by the Customer onto the Delivery Document.
- 2.8 In case of goods return either without N.A.R. or without Delivery Document, the Reception Department of Tesmec Australia will reject any goods and send them back. Any expense for delivery will be on charge of the Sender. The N.A.R. number will be necessary also for goods return not involved in warranty issues. Any authorized goods have to be delivered to Tesmec Australia premises.
- 2.9 Customer may ask to return parts they did not use and which are in pristine shelf conditions only after Tesmec Australia's approval. Tesmec Australia will evaluate the type of part(s), its potential reuse and its value and accept or refuse the return. Subject to Tesmec Australia acceptance, the Customer must appropriately package the parts and ship them to Tesmec Australia at its own cost. Once the conditions of the parts are evaluated by Tesmec Australia, a request for invoicing will be issued. Any parts return will attract a 15% return fee.