

SANDVIK MINING AND ROCK SOLUTIONS

STANDARD WARRANTY - AUSTRALIA

(Effective for Sandvik Equipment, Spare Parts, Rock Tools and Consumables sold after 25 March 2021)

1. Definitions:

- 1.1. Commissioning** means the process that takes place after Delivery to verify that the Sandvik Equipment functions in accordance with the specifications set out in the Contract, which shall result in a commissioning certificate or other written statement. If the Purchaser unreasonably delays or frustrates the ability of Sandvik to complete the commissioning process, even if the commissioning process could be completed, Commissioning will be deemed to have been completed one (1) calendar month after Delivery.
- 1.2. Contract** means the written contract between Sandvik or the Sandvik Distributor and the Purchaser for the supply of Sandvik Goods.
- 1.3. Delivery** means the date of (i) dispatch of shipment, or (ii) the delivery as per the agreed Incoterm in accordance with the Contract.
- 1.4. Purchaser** means the customer that purchased Sandvik Goods from Sandvik and/or a Sandvik Distributor. To the extent permitted by law and unless otherwise agreed in writing, Sandvik does not provide or extend any warranty beyond the first end user.
- 1.5. Sandvik** means the relevant Sandvik Group entity.
- 1.6. Sandvik Consumables** means new: ground engaging tools (including Shark products); and grinding cups and grinding wheels; either supplied direct to the first end user by Sandvik, or by Sandvik to the first end user through a Sandvik Distributor in accordance with the Contract.
- 1.7. Sandvik Distributor** means the company which has been contractually appointed to represent Sandvik as its distributor in order to promote and sell Sandvik Goods in a specified territory.
- 1.8. Sandvik Equipment** means new: loading and hauling machines; drill rigs; underground boosters and compressors; mechanical cutting machines; and systems; either supplied direct to the first end user by Sandvik, or by Sandvik to the first end user through a Sandvik Distributor in accordance with the Contract.
- 1.9. Sandvik Goods** means the Sandvik Equipment and/or Sandvik Spare Parts and/or Sandvik Rock Tools and/or Sandvik Consumables.
- 1.10. Sandvik Group** means any of Sandvik AB's affiliated companies.
- 1.11. Sandvik Rock Tools** means new rock tools including drilling consumables (shank adaptors; drill tubes; drill rods; drill pipes; bits; raise boring tools and equipment; and down the hole hammers); cutting tools and rock bolts; and grinding machines either supplied direct to the first end user by Sandvik, or by Sandvik to the first end user through a Sandvik Distributor in accordance with the Contract.
- 1.12. Sandvik Spare Parts** means new spare parts (other than Sandvik Consumables) which are either supplied direct to the Purchaser by Sandvik, or by Sandvik to the Purchaser through a Sandvik Distributor in accordance with the Contract including any hardware supplied in conjunction with digital or connected services.

1.13. Sandvik Warranty or Warranty means this document.

1.14. Sandvik Warranty Registration Form means the registration document for the Sandvik Equipment provided in accordance with section 5 of this Sandvik Warranty.

2. Warranty Coverage

2.1. During the term of the Warranty and subject to the terms and conditions of this Warranty, Sandvik warrants that it will repair, refund or replace (at its option) any Sandvik Goods which are found to be defective in materials or workmanship, in accordance with section 7 of the Warranty.

3. Warranty Periods

3.1. Start of Warranty periods. The Warranty periods commence as follows:

3.1.1. for Sandvik Equipment: from the earlier of the date of Commissioning or the date that Sandvik signs the Sandvik Warranty Registration Form; and

3.1.2. for Sandvik Spare Parts, Sandvik Rock Tools, Sandvik Consumables and Artisan battery pack, Artisan battery module: from Delivery.

3.2. End of the Warranty periods. The Warranty period will end on the earlier of eighteen (18) months from the Delivery to Purchaser, or on the earlier of the time periods as indicated per product category as follows:

3.2.1. Drill Rigs

3.2.1.1. Surface top hammer drill rigs: twelve (12) months or two thousand (2000) engine hours except the following components which carry additional Warranty: air end: twelve (12) months unlimited hours; piston pumps and motors: twelve (12) months unlimited hours; and hydraulic rock drills: twelve (12) months or one thousand (1000) percussion hours;

3.2.1.2. Underground top hammer drill rigs: twelve (12) months;

3.2.1.3. Hydraulic rock drills: twelve (12) months or one thousand (1000) percussion hours;

3.2.1.4. Surface down the hole drill rigs: twelve (12) months or two thousand (2000) engine hours except the following components which carry additional Warranty: air end: twelve (12) months unlimited hours; piston pumps and motors: twelve (12) months unlimited hours; and rotary head: twelve (12) months or two thousand (2000) engine hours;

3.2.1.5. Down the hole hammer (when sold with the new drill rig): three (3) months from delivery;

3.2.1.6. Underground in the hole drill rigs: twelve (12) months or two thousand (2000) hydraulic power pack hours, except onboard reciprocating boosters one thousand (1000) operating hours; and

3.2.1.7. Rotary drills rigs and high pressure down-the-hole drill rigs: twelve (12) months or two thousand (2000) engine hours, except the following components which carry additional Warranty: air end: twenty-four (24) months unlimited hours; rotary head: twelve (12) months unlimited hours; piston pumps and motors: twelve (12) months unlimited hours; feed and jack cylinders: twelve (12) months unlimited hours.

3.2.2. Load and Haul

- 3.2.2.1. LHDs and trucks: twelve (12) months or two thousand (2000) engine hours (operating hours for electric equipment and Artisan vehicles); and
- 3.2.2.2. Quick detach system appliances: six (6) months.

3.2.3. Mechanical Cutting

- 3.2.3.1. Equipment: twelve (12) months or four thousand (4000) hydraulic motor hours except the following component: Drill Head six (6) months; and
- 3.2.3.2. Flameproof Loaders: twelve (12) months or two thousand (2000) engine hours.

3.2.4. Underground Boosters and Compressors

- 3.2.4.1. Reciprocating boosters: twelve (12) months or one thousand (1000) operating hours; and
- 3.2.4.2. Screw boosters and compressors: twelve (12) months or two thousand (2000) operating hours.

3.2.5. Systems

- 3.2.5.1. Onboard automation within the machine or fire suppression systems fitted as part of the new machine build (LHD, truck, drill rig, etc.) follows the warranty terms of the machine on which it is fitted;
- 3.2.5.2. Automation system excluding onboard automation: twelve (12) months; and
- 3.2.5.3. Fire suppression: twelve (12) months.

3.2.6. Sandvik Spare Parts

- 3.2.6.1. General spare parts: three (3) months or five hundred (500) operating hours from date of fitment, with a maximum of six (6) months from date of Delivery;
- 3.2.6.2. Hydraulic rock drills: hydraulic rock drills mounted on used drill rig: six (6) months from Delivery or five hundred (500) percussion hours; and
- 3.2.6.3. Artisan battery packs and Artisan battery modules: twelve (12) months or two thousand (2000) operating hours from Delivery whichever comes first.

3.2.7. Sandvik Rock Tools

- 3.2.7.1. Drilling consumables: three (3) months from date of Delivery;
- 3.2.7.2. Cutting tools and rock bolts: three (3) months from date of Delivery;
- 3.2.7.3. Grinding machines and spare parts: six (6) months from date of Delivery or (for spare parts only) three (3) months from the date of fitment; and
- 3.2.7.4. Sandvik does not warrant and expressly excludes any liability for any other rock tools.

3.2.8. Sandvik Consumables

3.2.8.1. Ground Engaging Tools (including Shark products): three (3) months from date of Delivery;
and

3.2.8.2. Grinding cups and grinding wheels: three (3) months from Delivery.

3.3. Optional Extended Warranty. The Purchaser may be offered the opportunity to purchase Extended Warranty by Sandvik in a separate document. Any Extended Warranty shall apply in accordance with the terms and conditions of that Extended Warranty document.

4. Exceptions

4.1. To the maximum extent permitted by law:

4.1.1. all terms, conditions, warranties, undertakings, duties or remedies implied by law or statute in relation to the Sandvik Goods are excluded;

4.1.2. Sandvik expressly excludes any liability whatsoever to any party, other than the Purchaser as first end user.

4.2. Sandvik does not warrant and expressly excludes any liability for:

4.2.1. natural wear and tear of the Sandvik Equipment, normal maintenance service and replacement items such as but not limited to, engine tune-ups, adjustments and inspections, and damage resulting therefrom;

4.2.2. natural wear and tear of the Sandvik Spare Part and the damage resulting therefrom;

4.2.3. all wear parts and consumables (other than Sandvik Consumables) including but not limited to seals, filters, hoses, v-belts, tyres, fittings, screws, bolts, washers, rock drill connecting pieces, chucks, diaphragms, pick holders, conveyor chain and sprockets, fuses, spray nozzles, idlers, trailing cable, rubber skirting, pick bushes, teeth and knives, fuel, coolant, oils and lubricants, subs (shock subs, cushion subs) and deck bushes; and grinding cup engagement tools;

4.2.4. damage caused by the Purchaser's failure to operate or use the Sandvik Equipment properly, or not in accordance with Sandvik operating instructions, or due to overloading or failure to pay proper attention to service and operating instructions or caused by accident or caused by working beyond rated capacities or exceeding or not meeting recommended power inputs;

4.2.5. damage caused by negligence or failure of Purchaser to store, maintain or mount the Sandvik Goods properly, in accordance with Sandvik's storage and maintenance instructions or bulletins if available;

4.2.6. damage which is caused by but not limited to, operating conditions such as deep and/or aggressive water, poor roadways, dust, poor ventilation, excessive heat, where components which are designed and manufactured according to industrial standards, fail prematurely;

4.2.7. any defect or damage arising out of (i) materials provided or, (ii) designs which have been provided, specified or stipulated by the Purchaser, or (iii) any other defect or damage which are a consequence of the Purchaser's action or stipulation;

- 4.2.8. any defect or damage arising out of missing, faulty or incorrect criteria, application data or other information provided or informed to Sandvik by the Purchaser or its agent which Sandvik has relied upon;
- 4.2.9. any damage caused by parts or components that are not Sandvik Spare Parts, or by a third party technology or third party interfacing;
- 4.2.10. as per section 8.3, defects to Sandvik Goods that occur when other than Sandvik Spare Parts or Sandvik Consumables are installed, assembled, or merged in lieu of Sandvik Spare Parts or Consumables;
- 4.2.11. damage to any parts or components supplied by third parties caused by Sandvik Goods;
- 4.2.12. Sandvik Spare Parts that are not being used or installed with their OEM recommended application;
- 4.2.13. any costs such as labor, accommodation, meals, travel and similar costs or any transportation;
- 4.2.14. product improvements or updates carried out or made available by Sandvik, unless otherwise specified in writing by Sandvik;
- 4.2.15. Sandvik Spare Parts or parts of Sandvik Equipment which can be repaired or corrected with minimum action such as but not limited to, changing of seals, tightening or adjustment;
- 4.2.16. for Artisan products: where battery modules and battery packs have not been stored or maintained as per the Artisan storage, operation and maintenance instructions; and
- 4.2.17. any defect or damage arising out of installation, condition inspections, technical assistance and performance of necessary repairs, where such was carried out by a party other than Sandvik or its approved service partner, and for fire suppression systems any defect or damage arising out of installation and commissioning by a technician that is not authorised and accredited by Sandvik.

5. Warranty Registration

- 5.1. At Commissioning of the Sandvik Equipment a start-up document and a Sandvik Warranty Registration Form shall be filled in, signed by the Purchaser and sent to Sandvik representative within fourteen (14) days from Commissioning. For applicable Sandvik Goods, Sandvik Warranty registration must be performed online in a specific digital platform for Sandvik Warranty registration.
- 5.2. The completed and signed Sandvik Warranty Registration Form must be received by Sandvik, or by the way of registration on a digital platform, before any claims for Warranty will be processed and considered by Sandvik.
- 5.3. The Warranty registration for engines must be completed separately with a local engine OEM representative at Commissioning.

6. Warranty Claim Handling

- 6.1. **Claim by Purchaser.** In order for the Purchaser to exercise the rights under this Warranty, the Purchaser must notify Sandvik or the Sandvik Distributor in writing without delay of any defects that have appeared and give Sandvik reasonable opportunity to inspect and remedy them.

Where the defect is such that it may cause damage, the Purchaser shall immediately inform Sandvik or the Sandvik Distributor in writing. The Purchaser shall bear the risk of damage to the Sandvik Goods

resulting from their failure to notify. The Purchaser shall take reasonable measures to minimise damage and shall in that respect comply with instructions of Sandvik.

- 6.2. Warranty Application form.** Warranty claims must be sent in writing using a "Sandvik Warranty Application" form. The forms shall be completely filled in and delivered to a Sandvik representative within fourteen (14) calendar days from the time when the Purchaser discovers or should have discovered the alleged defect. Claims lodged after this period will be declined and the Purchaser will lose their right to have the defect remedied under this Warranty. Each alleged failure must be detailed in an separate Sandvik Warranty Application form.
- 6.3. Evidence.** Sandvik Warranty Application forms must be accompanied by clear digital photographs of the defect or failure and the documented service history (including collected data and/or oil sample test and/or oil pressure settings where applicable). Sandvik may request additional information and /or the operating data where appropriate. In such case the Purchaser must respond and send the requested information within five (5) days after receiving such request from Sandvik. Sandvik Warranty Application forms concerning the failure in rock drills must also include a "Sandvik Drifter Failure Report". In the event the claim relates to a compressor failure, Sandvik Warranty Application forms concerning the failure in pedestal drills must also include a "Compressor Failure Report".
- 6.4. Engines.** Claims relating to engines shall be handled with the local OEM engine representative. The Purchaser shall send a copy of the claim notice to Sandvik.
- 6.5. Proof of purchase.** All Warranty claims need to include a proof of purchase, for example:
 - 6.5.1. copy of the purchase order or the purchase order number;
 - 6.5.2. copy of invoice or the invoice number; or
 - 6.5.3. job charge out report.
- 6.6. Return policy.** The Purchaser must retain the claimed defective Sandvik Goods, or the relevant component or part of the Sandvik Goods, for 90 days from claim settlement, for Sandvik's inspection and on request the alleged defective component or part shall be sent as directed by Sandvik and at Sandvik's cost to a destination designated by Sandvik. No part may be returned to Sandvik without Sandvik's prior written consent. In the event of an accepted claim and after Warranty handling, the title to the returned defective components or parts shall be transferred to Sandvik.
- 6.7. Return Address.** Return parts to your local Sandvik representative.
- 6.8. Appeal.** An appeal of a decision on a Warranty claim must be made in writing to Sandvik's representative within fourteen (14) calendar days from the date of the decision, after which period the decision is final.

7. Sandvik's obligation under Warranty

- 7.1.** On receipt of the Sandvik Warranty Application form and acceptance of the claim, the obligation of Sandvik under this Warranty is limited, at Sandvik's option, to:
 - 7.1.1. refund the Sandvik Goods at its stock replenishment order price;
 - 7.1.2. repair the Sandvik Goods; or
 - 7.1.3. replace the Sandvik Goods, free of charge, DDP (delivered, duty paid, Incoterms 2020) at the place of business of the Sandvik representative.

- 7.2. Warranty on replaced parts.** When a defect in a part of the Sandvik Equipment or a Sandvik Spare Part has been remedied, the Warranty for the replaced or repaired part of Sandvik Equipment or of a Sandvik Spare Part expires at the same time as the original Warranty of the supplied Sandvik Equipment or Sandvik Spare Part.
- 7.3. Warranty on replaced Sandvik Rock Tools and Sandvik Consumables.** Replacements to Sandvik Rock Tools and Sandvik Consumables provided by Sandvik will be subject to the same Warranty as granted on new Sandvik Rock Tools and Sandvik Consumables, from the date of replacement.

8. Limitations

- 8.1. Overall limitation on Liability.** To the extent permitted by law, Sandvik's liability whether in respect of a singular claim or in the aggregate, arising out of or in connection with any Contract or otherwise, shall not exceed the purchase price payable under the Contract for such Sandvik Goods in relation to which the liability arises.
- 8.2. Threshold value.** Warranty claims must be for an amount equal to or in excess of fifty euros (EUR 50) or the equivalent in another currency.
- 8.3. Sandvik Goods only.** This Warranty only covers Sandvik Goods. Sandvik rejects all liability for non-Sandvik goods. The use of non-Sandvik goods will void or impact this Warranty, where those non-Sandvik goods have caused or contributed to any damage to the Sandvik Goods. In addition to the circumstances listed in section 4, no claim will be considered, in cases:
- 8.3.1. other than where Sandvik Spare Parts are used in the Sandvik Equipment; or
 - 8.3.2. where Sandvik Spare Parts, Sandvik Rock Tools or Sandvik Consumables are dismantled and used in another product than Sandvik Equipment and not being used or installed with the OEM recommended application.
- 8.4. No suspension.** This Warranty shall not be suspended on the grounds of non-use, intermittent use or for any other reason.
- 8.5. No assignment.** To the extent permitted by law, the Purchaser agrees and acknowledges that all warranties shall immediately terminate in the event that the Purchaser expressly or impliedly purports to transfer or assign or otherwise any of its rights under this Warranty to a third party. Any attempt by the Purchaser to transfer or assign the warranties provided by Sandvik to any third party shall be void and ineffective, unless Sandvik has provided its prior written consent to the Purchaser. Such consent is always subject to inspection on Sandvik Equipment and a separate Sandvik Warranty Registration Form. In no event shall accepted assignment extend the initial Warranty period on Sandvik Equipment.
- 8.6. All Warranty.** This Warranty is in lieu of all other warranties or conditions express, implied or statutory. Sandvik makes no express or implied representation, promise or warranty (whether collateral, antecedent or otherwise) as to the quality, performance or freedom from defect of any of the Sandvik Goods. Specifically, no actual or implied warranty is given as to merchantability, fitness for purpose, the ability to achieve any particular result or quality. No other warranties express or implied are given unless they are expressly given by Sandvik in writing. This Warranty contains the entire warranty terms and conditions between Sandvik and the Purchaser.
- 8.7. No consequential damages.** Regardless of how such loss arises and regardless of the cause of action (including any claim for breach of contract or warranty, tort (including negligence), product liability,

indemnity, contribution, strict liability or any other legal theory), and to the extent permitted by law, Sandvik expressly excludes any liability for any consequential, incidental, indirect, special, exemplary or punitive damages and any loss of actual or anticipated earnings, profit or revenue; loss of business or customer; loss of savings or anticipated savings; loss of contract or opportunity under or in respect of any other contract, including the Contract; loss or denial of any other opportunity; loss of access to markets; cost of sourcing any alternate supply or substitute for the Sandvik Goods; loss of production or loss arising from an interruption (including costs for completing unfinished work); loss under any of the Purchaser's third party agreements in connection with the Contract or the Sandvik Goods, including sale, purchase or off-take agreements; loss of use; loss of property or equipment; loss by reason of shutdown or non-operation; increased capital, or operating costs; loss of goodwill or reputation; loss of information or data; increased financing costs or the costs of obtaining new finance; and any expenditure of time by managers and employees. The Purchaser waives all claims it may have for any consequential loss against Sandvik, the members of the Sandvik Group, or any of either of their affiliates, contractors, subcontractors, consultants, employees, agents, Sandvik Distributors, for any of the types of loss or damage specified in this clause 8.7, and indemnifies them and holds them harmless in relation to the same.

- 8.8.** All limitations in this Warranty on Sandvik's liability shall apply notwithstanding the fact that Sandvik's warranties fail of their essential purpose or are held to be invalid or unenforceable.

9. Australian Consumer Law

- 9.1.** To the full extent permitted by law, this Warranty is in lieu of all other warranties or conditions express, implied or statutory, including, but not limited to warranties of merchantability and fitness for a particular purpose. No other warranties express or implied are given unless they are expressly given by Sandvik in writing. NB. This clause does not affect any rights the Purchaser may have under Schedule 2 of the Competition and Consumer Act 2010 (Cth) ("Australian Consumer Law") or other law if, and to the extent that, those rights may not be lawfully excluded or modified under this Warranty. This Warranty shall not be suspended on the grounds of non-use, intermittent use or for any other reason. This is explained further at the end of this Warranty.

Important note: A Sandvik Distributor has no authority to make any representation, promise or admission or to modify the terms or limitations of this Warranty in any way. The only warranties provided by Sandvik are those set out in this document.

SANDVIK EQUIPMENT	
Product	Warranty Term
Drill Rigs	
Rotary and high-pressure down-the-hole drills (other than Air Ends, Rotary Heads, Piston Pumps and Motors and Feed and Jack Cylinders)	twelve (12) months or two thousand (2000) engine hours
Air Ends	twenty-four (24) months and unlimited hours for rotary drills
Rotary Heads	twelve (12) months and unlimited hours for rotary drills
Piston Pumps and Motors	twelve (12) months and unlimited hours for rotary drills
Feed and Jack Cylinders	twelve (12) months and unlimited hours for rotary drills
Surface top hammer drill rigs (other than Air Ends, Piston Pumps and Motors and Hydraulic rock drills)	twelve (12) months or two thousand (2000) engine hours
Air Ends	twelve (12) months and unlimited hours for surface top hammer drill rigs
Piston Pumps and Motors	twelve (12) months and unlimited hours for surface top hammer drill rigs
Hydraulic rock drills	twelve (12) months or one thousand (1000) percussion hours for surface top hammer drill rigs
Underground top hammer drill rigs	twelve (12) months
Hydraulic rock drills	twelve (12) months or one thousand (1000) percussion hours
Underground in the hole drill rigs (other than onboard reciprocating boosters)	twelve (12) months or two thousand hydraulic power pack hours
Onboard reciprocating boosters	one thousand (1000) operating hours
Down the Hole Hammers (when sold with the new drill rig)	three (3) months
Surface Down the Hole Rigs (other than Air Ends, Rotary Heads, and Piston Pumps and Motors)	twelve (12) months or two thousand (2000) engine hours
Air Ends	twelve (12) months and unlimited hours for surface down the hole rigs
Rotary Heads	twelve (12) months or two thousand (2000) engine hours for surface down the hole rigs
Piston Pumps and Motors	twelve (12) months and unlimited hours for surface down the hole rigs
Loading and Hauling	
LHDs and trucks	twelve (12) months or two thousand (2000) engine hours or, for electric equipment and Artisan vehicles, operating hours
Quick detach system appliances	six (6) months
Mechanical Cutting	
Mechanical Cutting	twelve (12) months or four thousand (4000) hydraulic motor hours except the following component: Drill head six (6) months
Flameproof Loaders	twelve (12) months or two thousand (2000) engine hours
Boosters and Compressors	
Reciprocating boosters	twelve (12) months or one thousand (1000) operating hours
Screw boosters and compressors	twelve (12) months or two thousand (2000) operating hours
Systems	

SANDVIK EQUIPMENT	
Product	Warranty Term
Onboard automation within a machine (LHD, truck, drill rig etc)	Included as part of the warranty terms for the machine on which it is fitted
Automation system, excluding onboard automation	twelve (12) months
Fire suppression	twelve (12) months

SANDVIK SPARE PARTS	
Product	Warranty Term
General Spare Parts	three (3) months or five hundred (500) operating hours from date of fitment, with a maximum of six (6) months from date of Delivery
Hydraulic Rock Drills mounted on a used drill rig	six (6) months from Delivery or five hundred (500) percussion hours from date of fitment on used drill rig
Mechanical cutting main components mounted on a used machine	<p>Cutter Gearbox: nine (9) months or two thousand (2000) net cutting hours from date of fitment, with a maximum of twelve (12) months from date of delivery; if the replacement is carried out by the customer, an acceptance (digital inspection protocol) must be carried out by Sandvik</p> <p>Cutter E-Motor (>200kW): nine (9) months or two thousand (2000) net cutting hours from date of fitment, with a maximum of twelve (12) months from date of delivery; if the replacement is carried out by the customer, an acceptance (digital inspection protocol) must be carried out by Sandvik</p> <p>Drill Head: six (6) months from date of fitment, with a maximum of nine (9) months from date of delivery</p>
Grinding machine spare parts	six (6) months from Delivery or three (3) months from date of fitment
Artisan Battery Pack	twelve (12) months or two thousand (2000) operating hours
Artisan Battery Module	twelve (12) months or two thousand (2000) operating hours

SANDVIK ROCK TOOLS	
Product	Warranty Term
Drilling consumables	three (3) months from Delivery
Cutting tools and rock bolts	three (3) months from Delivery
Grinding machines	six (6) months from Delivery

SANDVIK CONSUMABLES	
Product	Warranty Term
Ground Engaging Tools	three (3) months from Delivery
Impactor rotor wear parts	three (3) months from Delivery
Grinding cups and grinding wheels	three (3) months from Delivery



CONSUMER GUARANTEES

The following paragraphs apply only where Sandvik Goods or Sandvik services are supplied to a "consumer" for the purposes of the Australian Consumer Law and the requirements for warranties against defects and entitlement to consumer guarantees in the Australian Consumer Law apply to that supply.

SANDVIK MINING AND CONSTRUCTION AUSTRALIA PTY LTD (ABN 62 003 771 382) of Level 5, 135 Coronation Drive, Milton QLD 4064 (telephone number: (07) 3637 7400)

Warranty claims must be sent in writing using a "SANDVIK MINING AND CONSTRUCTION AUSTRALIA PTY LTD Warranty Claim" form. The forms shall be completely filled in and be delivered to the Sandvik Representative at the contact details above within the time provided in section 6.2 of this Warranty.

The benefits given to the Purchaser under the warranties provided under this Contract are in addition to the rights and remedies of the Purchaser available for failure to comply with a consumer guarantee under the Australian Consumer Law.

The Sandvik Goods or Sandvik services come with guarantees that cannot be excluded under the Australian Consumer Law. The Purchaser is entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. The Purchaser is also entitled to have the Sandvik Goods repaired or replaced if the Sandvik Goods fail to be of acceptable quality and the failure does not amount to a major failure.

Notwithstanding the above:

For Sandvik Goods: to the extent permitted by Law, Sandvik's liability for failure to comply with a guarantee under the Australian Consumer Law in relation to the supply of goods not of a kind ordinarily acquired for personal, domestic or household use or consumption shall be limited to the repair or replacement of the Sandvik Goods, which shall be at Sandvik's election.

For Sandvik services: to the extent permitted by Law, Sandvik's liability for failure to comply with a guarantee under the Australian Consumer Law, in relation to the supply of services not of a kind ordinarily acquired for personal, domestic or household use or consumption, shall be limited to supplying services to remedy the defective Sandvik services.