

WARRANTY AGAINST DEFECTS – MINING AND QUARRY WARRANTY

In this Warranty:

We, us, or our means Aussie Buckets Pty Ltd (ACN 667 031 085) and our contact details are set out at the end of this warranty;

You, or your means the purchaser or the original end-user of the Goods;

Goods means the product or equipment supplied to you by us, pursuant to the Terms of Trade and which were purchased in Australia.

Services means services supplied by us pursuant to the Terms of Trade.

This warranty is attached to and forms part of Terms of Trade.

Our Goods and Services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the Service, you are entitled:

- to cancel your service contract with us; and
- to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to a replacement or refund for a major failure with Goods. If a failure with the Goods or a Service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the Goods and to cancel the contract for the Service and obtain a refund of any unused portion. You may also be entitled to further remedies under Australian Consumer Law for a failure in the Goods or Service.

1 Warranty

- 1.1 We provide this Warranty to you in addition to any rights or remedies you have under the Australian Consumer Law or any other applicable law (**Consumer Law Rights**).
- 1.2 Subject to the terms of this Warranty, if during the period of 375 days from delivery OR 4,100 operating hours (whichever occurs first) (**Warranty Period**), the Goods or Services prove defective by reason of improper workmanship or materials, we will, at our discretion: (a) repair the defective Goods; (b) replace the defective Goods with equivalent Goods; or (c) refund the price paid for the defective Goods or Services (or the relevant portion thereof), or (d) resupply the Services. Your Consumer Law Rights may extend beyond the Warranty Period.
- 1.3 If any materials, parts or features required to facilitate any repair or replacement pursuant to clause 1.2 are unavailable or no longer in production, or your model of Goods is no longer available or in production, we will use our best endeavours to use appropriate equivalent materials, parts, features or model.
- 1.4 **Labour and Transport Coverage:** Unless covered by Australian Consumer Law, Labour costs for repair or replacement of defective Goods are not covered under this Warranty. You are responsible for all costs associated with returning the Goods to us and collecting them after repair or replacement.

2 Making a valid warranty claim

- 2.1 To claim the benefit of this Warranty, you must:
 - (a) notify us by email as soon as you become aware that the Goods are defective and in any event, within 14 days of when you become aware that the Goods are defective with evidence of proof of purchase of your Goods from us and a description and photographs of the claimed defect;
 - (b) allow us sufficient access to your site to inspect your Goods; and
 - (c) provide any other information reasonably required by us to assess your claim.
- 2.2 Where you return the Goods as part of a Warranty claim under this clause 2.1 and are confirmed by us to be covered by this Warranty, we will arrange or assist with the return transportation of the Goods. You must not incur any freight or transportation costs without prior written authorisation from us. Only transportation costs expressly approved in writing by us will be eligible for reimbursement. All other transport costs associated with returning Goods to us for assessment or repair under this Warranty are your responsibility.
- 2.3 Where we accept your claim under this Warranty, clause 1.2 will apply.

3 When this warranty applies and when it does not

3.1 This Warranty does not cover any defect which is caused (or partly caused) or contributed to, by any:

- (a) act or omission, accident, or negligence by you or any third party not engaged by us (including any third party installer of your Goods);
- (b) failure on your part to follow any instructions or guidelines (including any manual) provided by us or the manufacturer in relation to your Goods or properly maintain your Goods in accordance with any of our instructions or guidelines (including any manual);
- (c) failure to complete and return the Pin Size Declaration Form, or to comply with installation, operation, maintenance, or inspection requirements (including regular checks of bolt tightness and greasing);
- (d) use of your Goods otherwise than for any application or use specified by us or the manufacturer;
- (e) continued use of your Goods (where such use is not reasonable) after any defect in your Goods becomes apparent or would have become apparent to a reasonably prudent person;
- (f) incorporation or installation of fixtures, appliances or other items into your Goods;
- (g) where the Goods have been used outside the scope of the Operational Manual, provided that if you did not receive or have misplaced the Operational Manual, you are required to contact us prior to using the implement to obtain a replacement;
- (h) failure by you to notify us of any defect in your Goods within a reasonable period of time after you become aware of or ought to have reasonably become aware of the relevant defect;
- (i) where the Goods are used on a machine other than specified at time of order;
- (j) reasonable wear and tear of your Goods;
- (k) cosmetic issues such as paint colour variations, profiles, or wear protection;
- (l) misuse, overloading, negligent overloading, or incorrect application of the Goods;
- (m) damage from machine fire, machine rollover or mechanical fault of the host machine;
- (n) fit-for-purpose outside agreed specifications.
- (o) act of God or force majeure event (including but not limited to war, riot, invasion, act of terrorism, contamination, earthquake, flood, fire, or other natural disaster, or any other event or circumstance beyond our or the manufacturer's reasonable control); or
- (p) installation, repair, replacement, maintenance, altering, overhauling or otherwise compromise of the Goods by you or any person other than us or the manufacturer.

3.2 **Additional Inclusions and Exclusions:** Schedule B sets out the specific warranty inclusions and exclusions that apply to the Goods.

3.3 **Additional Expenses:** Any works or services requested by you to be performed by us (including any work or services that are additional to repairs carried out by us pursuant to clause 1.2 and deemed by us to not be covered under this Warranty) may incur additional charges, which we will advise you of prior to commencing those additional work or services. We are under no obligation to perform any additional work or services that you may request.

4 General

4.1 **Terms of Trade prevails:** This Warranty is subject to the Terms of Trade and in the event of any inconsistency or ambiguity between this Warranty and the Terms of Trade, the Terms of Trade will prevail.

4.2 This Warranty is only valid and enforceable in Australia and is governed by the laws of Victoria.

4.3 **No third party reliance:** The benefit of this Warranty is for you only, and no other person or third party can rely on or make a claim under this Warranty.

4.4 **No Assignment or transfer:** This Warranty or the benefit under this Warranty cannot be assigned or transferred to any other person or third party.

4.5 **Severance:** If any provision of this Warranty is held to be void, invalid or illegal or unenforceable in any jurisdiction, that provision is to be read down as narrowly as necessary to allow it to be valid or enforceable, failing which, that provision (or part of that provision) will be severed from this Warranty without affecting the validity or enforceability of the remainder of that provision or the other provisions in this Agreement.

Contact us for further details:

Aussie Buckets Pty Ltd (ACN 667 031 085)

Level 15, 607 Bourke Street, Melbourne, Victoria, 3000.

Support@aussiebuckets.com.au,

03 9917 8598

Schedule A: Goods Covered and Warranty Period

Goods	Warranty Period
Mining Backhoe Bucket	375 days from delivery OR 4,100 operating hours (whichever occurs first)
Mining Front Shovel	
Quarry Bucket	
Loader Bucket	

For any Goods not specifically listed in the above table, please contact us to confirm the applicable Warranty Period.

Schedule B: Inclusions and Exclusions

INCLUSIONS	EXCLUSIONS
<ul style="list-style-type: none"> • Materials and workmanship defects • Weld integrity failures • Manufacturing defects • Material properties not matching specifications • Clear evidence of casting defects • Weld porosity • Low penetration welds • Cold lapping • Material not matching design specifications • Component failure due to manufacturing defect • Workmanship and components when conducted by us 	<ul style="list-style-type: none"> • Wear components (GET, lips, shrouds, adapters, liners) • Abrasion/erosion • Normal wear and tear • Cosmetic issues • Production loss • Downtime • Fit-for-purpose outside agreed specifications • Misuse or incorrect application • External damage • Negligent overloading • Machine fire damage • Machine rollover damage • Host machine mechanical faults • Any installation or maintenance conducted by a person not qualified or suited to install the Goods • Unapproved labour costs associated with installation, operation or product return.

Pin Size Declaration Form means the form provided by us that must be completed and returned by you, declaring the pin sizes and specifications of the machine or equipment to which the Goods will be attached, to ensure proper fitment and compatibility.

Operational Manual means the instruction manual provided by us with the Goods.