

## Mine Master Standard Warranty Terms and Conditions (MMSWT&C)

This warranty policy is valid for all deliveries and orders relating to products supplied by Mine Master, unless there exists another written agreement signed by both parties. Any special conditions specified by the customer (hereinafter called the Purchaser), in their purchase order is not considered binding, unless agreed in writing by Mine Master.

The warranty of the equipment will not apply, when the equipment has been subjected to misuse, negligence, accident, overloading or corrosion. Nor shall warranty apply to any Mine Master products which are altered by the Purchaser, or not repaired according to Mine Master's instructions and technical specifications.

The MMSWT&C effective for NEW: Equipment, Spare Parts, Rock Tools and Consumables sold after 25 May 2020).

### Chapter 1 - Definitions

1. 1. "Commissioning" means the process that takes place after Delivery to verify that the 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 Mine Master 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 Mine Master or its Distributor and the Purchaser for the supply of 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 Goods from Mine Master and/or a Mine Master Distributor.  
To the extent permitted by law and unless otherwise agreed in writing, Mine Master does not provide or extend any warranty beyond the first end user.
1. 5. "Mine Master Distributor" means the company which has been contractually appointed to represent Mine Master as its distributor in order to promote and sell Mine Master Goods in a specified territory.
1. 6. "Equipment" means equipment produced and / or delivered by Mine Master.
1. 7. "Goods" means the Mine Master Equipment and/or Mine Master Spare Parts and/or and Mine Master Rock Tools and/or Mine Master Consumables.
1. 8. "Rock Tools" means new rock tools including, but not limited to drill rods, cutting tools and bolts, drilling consumables and grinding machines either supplied direct to the first end user by Mine Master, or by Mine Master to the first end user through a Mine Master Distributor in accordance with the Contract.
1. 9. "Spare Parts" means new spare parts, which are either supplied direct to the Purchaser by Mine Master, or by Mine Master to the Purchaser through a Mine Master Distributor in accordance with the Contract.



1. 10. "Consumables" means parts with a limited 'fair wear and tear' lifespan, including parts where the lifespan is notified in spare parts catalogue and requires replacement of the consumable at recommended service intervals.
1. 11. "Warranty Registration Form" means the registration document for the Mine Master Equipment provided in accordance with Appendix no.1.

## **Chapter 2 - Warranty Coverage**

- 2.1. Mine Master guarantees its products against any manufacturing or material defects, if such identified products/spares experience only normal use and service for the following applicable warranty periods:
  - a) Machines: 12 months from date of delivery or 1500 working hours (counted from power pack counter) whichever comes first; rockdrill mounted on the machine: 12 months from date of delivery or 1000 percussion hours, whichever comes first.
  - b) Rockdrill mounted on used machine: 6 months from the date of delivery, or 500 percussion hours, whichever comes first.
- 2.2. To sustain the warranty, the following conditions have to be fulfilled:
  - a) All equipment has to be serviced by authorized service provider;
  - b) must be serviced using only spare parts delivered by Mine Master;
  - c) The consumables pointed out in spare parts catalogues are required to be replaced during service intervals
  - d) The equipment has to be used with shank adapters provided by Mine Master.
- 2.3. 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.
- 2.4. It is the responsibility of the Purchaser to inform Mine Master about defects immediately upon discovery. Mine Master will not accept claims made under this warranty unless submitted in writing within **14 days** of the date of discovery of the defect. All warranty claims shall be made in writing on a Mine Master Claim Form – appendix no 1.
- 2.5. Mine Master defrays the costs for materials only. Costs of labour, accommodation, meals, travel and similar costs or any transportation, custom or taxes in the destination country spent on the replacement of the faulty part or component is not covered by Mine Master. If repair requires special knowledge, Mine Master may decide to send a service engineer to the equipment location to carry out warranty repairs, the Purchaser shall, at his cost, provide one skilled helper, available throughout the required working period. The Purchaser shall take reasonable precautions to ensure that no circumstances delay the repair, test and operation of the equipment during the warranty service visit. In the event of delays that result in a the visit of the Service Engineer being excessively longer than would normally be required to carry out the repair, the Purchaser will be liable for the additional charges related to the Service Engineer costs.
- 2.6. If no specialist knowledge is needed for replacement, Mine Master's obligation for the defect is fulfilled when a replacement or repaired part is delivered. A specialist is defined as someone with relevant recognised qualifications.

- 2.7. The warranty is limited to replacement or repair of equipment manufactured or supplied by Mine Master only. Mine Master disclaims all responsibility or liability related to loss of profits, loss of use, loss of business or damage to good will, personal injury damages, damage to property, or any incidental or consequential damages of any kind whatsoever, which may be caused by the user during the course of operation of the equipment.
- 2.8. Mine Master reserves the right to either rework the goods or carry out replacement, this is at the sole discretion of Mine Master. In this case the warranty period shall be prolonged for the length of time of the equipment standstill, till the defect is repaired.
- 2.9. Mine Master reserves the right to make repairs on-site, at Mine Master premises, or any other nominated premises.
- 2.10. For parts that are replaced or repaired under warranty, any new warranty shall not exceed the expiration date of the original warranty.
- 2.11. The Purchaser must retain the claimed defective Mine Master Good, or the relevant component or part of the Mine Master Good, for 90 days from claim settlement, for Mine Master inspection and on request the alleged defective component or part shall be sent as directed by Mine Master and at Mine Master's cost to a destination designated by Mine Master. No part may be returned to Mine Master without Mine Master'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 Mine Master. The Purchaser is responsible for all expenses in the case of custom clearance costs and taxes in the destination country.
- 2.12. Shipment of replacement/repaired parts is at Mine Master's risk and cost. The Purchaser shall follow Mine Master's forwarding procedures where applicable and he is responsible for all expenses in the case of custom clearance costs and taxes in the destination country.
- 2.13. The provisions of this guarantee do not apply to failures of parts arising from normal wear and tear, or to failures related to use in operational conditions in which parts might be expected to need replacement within the guarantee period. In assessing warranty of the part, the normal life expectancy shall be assessed against the life achieved and any subsequent credit may be proportioned accordingly. The decision of Mine Master will be final in all such cases.
- 2.14. To be able to improve the quality of our equipment, Mine Master reserves the right to examine and inspect at our premises, all equipment claimed under warranty.
- 2.15. All replacement parts will be delivered, sold and invoiced as spare parts. If Mine Master accepts the warranty claim the Purchaser will then receive a credit note for the spare parts purchased.
- 2.16. Unless otherwise agreed, Mine Master are not obliged to deliver replacement/repaired parts other than to the buyers address or original point of delivery.

### **Chapter 3 - Warranty exclusions**

Mine Master does not warrant and expressly excludes any liability for:

3. 1. Consumable parts specified including but not limited to:

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- parts designed to be replaced on specific time, pointed out in spare parts catalogue
  - hydraulic hoses, and hydraulic fittings,
  - drill guides, bushes, wear pads, rubber buffers
  - carriage ropes, chains, chain sprockets and bearings,
  - filters and filter elements,
  - seals, gaskets,
  - oil, grease, fuel, coolant,
  - all electrical components
  - v-belts, tyres,
  - fittings, screws, bolts, washers,
  - pick holders,
  - windshields made of glass or polyamide
3. 2. Goods damage caused by negligence or failure of Purchaser to store, maintain or install the Mine Master goods properly, in accordance with Mine Master's storage and maintenance instructions included in chapter 5;
3. 3. Damage which is caused by but not limited to, operating conditions such as deep and/or corrosive water, poor roadways, dust, poor ventilation, where components which are designed and manufactured according to industrial standards, fail prematurely;
3. 4. Any defect or damage arising out of missing, faulty or incorrect criteria, application data or other information provided or informed to Mine Master by the Purchaser or its agent which Mine Master has relied upon;
3. 5. Any damages caused by parts or components that are not Mine Master Spare Parts;
3. 6. Mine Master Spare Parts or parts of Mine Master Equipment which can be repaired or corrected with minimum action such as but not limited to, changing of seals, tightening or adjustment.
3. 7. Mine Master warranty is immediately terminated when service and maintenance is not carried out and documented according to the Mine Master manual and documentation.

#### **Chapter 4 - Return policy**

4. 1. The Purchaser wanting to make a return of the Goods is always required to receive written consent from Mine Master. Return of goods is possible within 30 days from the date of sale under the following conditions:
- 4.1. 1. All Goods must be new, unused and undamaged and in their original packaging. Mine Master reserves the right to inspect the Goods and at its own discretion, accept or not accept the returned goods.
- 4.1. 2. All costs resulting from the return of Goods such as shipment, taxes or custom duties is to be borne by the Purchaser – the Purchaser must return the Goods on DDP (INCOTERMS 2010) delivery base.
4. 2. In the case of return of the Goods after more than 30 days from the date of sale, return can only be accepted at a reduced value in way as follows:
- for 85% of the Ex-Works sale price if the return takes place between 2-12 months of the date of sale;



- for 70% of the Ex-Works sale price if the return takes place between 12-24 months from the date of sale;
- Specific returns from the Purchaser will need to be negotiated on a case by case basis with Mine Master, if the return takes place later than 24 months from the date of sale.

### **Chapter 5. Storage requirements**

Mine Master cover warranty for the Goods, which are stored in accordance with following requirements:

- 5.1. The store or storage place has to be dry (humidity less than 60%).
- 5.2. Ambient temperature has to be above 5C degree and less than 35C degree.
- 5.3. The Goods are not exposed to sun, wind, rain, snow or chemical fumes.
- 5.4. The Goods with unpainted steel surfaces must be covered with grease or other anti-corrosive preparation, allowed to be used by local environment protection law.
- 5.5. The Goods are protected against any physical, mechanical or chemical damages as well as protected from any reaction / activities, which may change the physical, mechanical or chemical properties.

#### **Important note:**

- A. The above Mine Master Standard Warranty Terms and Conditions (MMSWT&C) are the only ones unless the provisions of the supply contract state otherwise.
- B. A Mine Master 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 Mine Master are those set out in this document.
- C. The following equipment is not covered by this warranty if :
  - used,
  - second-hand,
  - modified equipment
  - "sold as seen" at the time of delivery, unless agreed otherwise in writing.

Member of the Management Board  
Sales Director  
*Witold Anas*

Vice Chairman of the Management Board  
*Andrzej Czajkowski*