

SANDVIK ROCK PROCESSING SOLUTIONS

STANDARD WARRANTY

(Effective for Sandvik Equipment, Spare Parts, Consumables sold after 1 April 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. Major Components** means:

Equipment Type	Major Component
CH/CS series crushers	Bottomshell, Topshell, Mainshaft with headcenter, Eccentric, Hydroset cylinder and Hydroset cylinder cover, Piston, Hub, Dust collar, Gear and pinion set
CJ/C series crushers	Mainframe, Swing jaw, Eccentric shaft, Bearing housings, Flywheel
CV series crushers	Support frame and structure, Crusher roof, Crusher base, Bearing housing, Shaft, Motor brackets and covers
CI series crushers	Mainshaft, Fixed frame, Pivot frame, First & second Pivot shafts, First & second Curtain frame
CG series crushers	Bottomshell, Topshells (lower & upper), Spider, Mainshaft, Gear and Pinion, Hydroset cylinder, Hydroset cover, Piston and Spherical spider bushing
CR series crushers	Main frame and drive support frames, Crusher housing, Crushing roll shafts, Bearing housings, Flywheels, Motor pulleys
SA, SJ, SL, LF, SC, SK, SG, CS, XS and MSO series screen	Mainframe, Bearing housing, Shafts
SV series feeder	Mainframe, Bearing housing, Shafts
SP series feeder	Mainframe
Hydraulic hammer	Cylinder, Front head, Valve body
Plate compactor	Main housing, Eccentric assembly

- 1.5. 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.

- 1.6. Sandvik** means the relevant Sandvik Group entity.
- 1.7. Sandvik Consumables** means new: crushing chamber wear parts (limited to mantles, concaves, and jaw plates); impactor rotors wear parts; screening media and wear protection products; grinding cups and grinding wheels; and Hydraulic hammer tools 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.
- 1.8. 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.
- 1.9. Sandvik Equipment** means new: Attachment Tools, Mobile and Stationary crushers, screens and feeders; Mobile scalpers; plants 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.
- 1.10. Sandvik Goods** means the Sandvik Equipment and/or Sandvik Spare Parts and/or Sandvik Consumables.
- 1.11. Sandvik Group** means any of Sandvik AB's affiliated companies.
- 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 Consumables and crushing and screening plant solutions: 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:

- 3.3. Attachment Tools, Crushers, Screens and Feeders**

3.3.1. Attachment Tools: twelve (12) months or two thousand (2000) carrier hours;

3.3.2. Mobile crushers: twelve (12) months or two thousand (2000) engine hours;

3.3.3. Mobile screens and feeders: twelve (12) months or two thousand (2000) hours.

3.3.4. Stationary crushers: twelve (12) months; and

3.3.5. Stationary screens and feeders: twelve (12) months.

3.4. Systems

3.4.1. Crushing and screening plant solutions: eighteen (18) months from Delivery, or twelve (12) months from Commissioning;

3.4.2. Onboard automation within the machine (eg. crusher) follows the warranty terms of the machine on which it is fitted;

3.4.3. Automation system excluding onboard automation: twelve (12) months;

3.4.4. Plants: twelve (12) months.

3.5. Sandvik Spare Parts

3.5.1. General Spare Parts: three (3) months from date of fitment, with a maximum of six (6) months from date of Delivery; and

3.5.2. Major Component Spare Parts: twelve (12) months from date of Delivery.

3.6. Sandvik Consumables

3.6.1. Crushing chamber wear parts (limited to mantles, concaves, and jaw plates): three (3) months from date of Delivery;

3.6.2. Impactor rotor wear parts and liners: three (3) months from date of Delivery;

3.6.3. Screening media and wear protection products: three (3) months from date of Delivery; and

3.6.4. Hydraulic hammer tools: three (3) months from Delivery.

3.7. 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 under conditions that are substantially adverse, such as operating for extended continuous periods at significantly reduced designed capacities or throughput, and applications unsuited for the equipment 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 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;
- 4.2.14 any costs such as labor, accommodation, meals, travel and similar costs or any transportation incurred by the Purchaser, without the prior written consent of Sandvik;
- 4.2.15. product improvements or updates carried out or made available by Sandvik, unless otherwise specified in writing by Sandvik; and
- 4.2.16. 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.

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 date of 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 Purchaser is solely responsible for completing engine warranty registration 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 or Sandvik Distributor 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.** 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.

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;

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; or

7.1.4. replace the defective Attachment Tool part or component free of charge, FCA (Free Carrier, 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 Consumables. Replacements to Sandvik Consumables provided by Sandvik will be subject to the same Warranty as granted on new 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. 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 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. No Installation. Where the Purchaser has installed the Sandvik Goods so that they form part of a fixture, Sandvik be not be liable for the costs of re-installation of Sandvik Goods that are repaired or replaced under Warranty. All replacements or repairs in these instances shall be delivered at Sandvik's cost and fitted and installed by the Purchaser at the Purchaser's cost.

8.7. 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.

8.8. 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.

- 8.9.** 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.

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
Attachment Tools, Crushers and Screens	
Attachment Tools	twelve (12) months or two thousand (2000) carrier hours (whichever comes first)
Crushers (Mobile)	twelve (12) months or two thousand (2000) engine hours (whichever comes first)
Screens and feeders (Mobile)	twelve (12) months or two thousand (2000) operating hours (whichever comes first)
Crushers (Stationary)	twelve (12) months
Screens and feeders (Stationary)	twelve (12) months
SANDVIK EQUIPMENT	
Product	Warranty Term
Systems	
Onboard automation within a machine (eg. crusher)	included as part of the warranty terms for the machine on which it is fitted
Crushing and Screening Plant solutions	eighteen (18) months from Delivery or twelve (12) months from Commissioning (whichever comes first)
Automation system, excluding onboard automation	twelve (12) months
Plants systems	twelve (12) months



SANDVIK SPARE PARTS	
Product	Warranty Term
General Spare Parts	three (3) months from date of fitment, with a maximum of six (6) months from date of Delivery
Major Component Spare Parts	12 months from date of Delivery

SANDVIK CONSUMABLES	
Product	Warranty Term
Crushing chamber wear parts	three (3) months from Delivery
Impactor rotor wear parts and liners	three (3) months from Delivery
Screening media and wear protection	three (3) months from Delivery
Hydraulic hammer tools	three (3) months from Delivery