



SANDVIK ROCK PROCESSING SOLUTIONS STANDARD WARRANTY

(Effective for Sandvik Goods sold after 1 August 2023)

Contents

Warranty	Sections 1 (BACKGROUND AND DEFINED TERMS) to 11 (GENERAL) inclusive Background and Defined Terms , Commissioning of Sandvik Equipment , Warranty Registration Process , Warranty Coverage , Warranty Periods , Warranty Exclusions , Warranty Claim Handling Process , Return Policy and Title , Sandvik's Obligation under Warranty , Limitations , and General .
Glossary (of defined terms)	Glossary
Warranty Periods	Exhibit A
Excluded Events	Exhibit B
This document was last updated: August 2023	

1. BACKGROUND AND DEFINED TERMS

- 1.1. Sandvik is the supplier of certain Sandvik Goods under the Contract to: (a) the Sandvik Distributor; or (b) a direct-sales customer (in each case, the “**Purchaser**”).
- 1.2. This document (the Sandvik Standard Warranty) applies to the Purchaser only and sets out, with respect to the Sandvik Goods, the exclusive (except where the Sandvik Extended Warranty has been purchased) terms and conditions upon which Sandvik shall repair, refund, or replace Defective Sandvik Goods.
- 1.3. Capitalised words and phrases (defined terms) used in this Sandvik Standard Warranty shall have their respective meanings given in the [Glossary](#) and the rules of interpretation set out in Section 11.8 (INTERPRETATION) shall apply.

2. COMMISSIONING OF SANDVIK EQUIPMENT

- 2.1. At Sandvik’s option and direction and at any time following Delivery of the Sandvik Equipment, the Commissioner shall attend the site or location where the Sandvik Equipment is stored (the “**Equipment Location**”) for the purpose of completing Commissioning.
- 2.2. Except in cases where the Sandvik Distributor is acting as both the Purchaser and Commissioner the, the Purchaser shall ensure that:
 - (a) the Commissioner is given all reasonably requested:
 - (i) access to the Equipment Location; and (ii) cooperation, in connection with Commissioning; and
 - (b) it provides, at its cost and expense, a suitable service facility for Sandvik to complete Commissioning including ensuring that Sandvik’s representatives are provided with: (i) a safe working space and safe working conditions; (ii) lifting and welding equipment (including the labour to operate) where requested; (iii) a storage area for relevant Sandvik Spare Parts and Sandvik Consumables; (iv) water; (v) compressed air and gas; (vi) electricity; and (vii) adequate and appropriate lighting.
- 2.3. If the Purchaser fails to perform its obligations under Section 2.2, or otherwise causes an unreasonable delay or frustration to Commissioning (whether or not Commissioning has or could be completed), the Warranty shall not apply to the affected Sandvik Equipment.

3. WARRANTY REGISTRATION PROCESS

- 3.1. The Warranty given in this Sandvik Standard Warranty is made subject to the Purchaser completing the Sandvik Warranty Registration Process described in this Section 3.
- 3.2. **Registering Sandvik Equipment:** Except as stated otherwise in the Contract (for example, where warranty registration is: completed during Commissioning; or is not

applicable to the Sandvik Equipment in question), the Purchaser shall, before the expiry of thirty (30) days from (and including) the Commissioning Date: (a) accurately and fully complete and sign; and (b) ensure that Sandvik has received the Sandvik Warranty Registration Form, for the Sandvik Equipment.

- 3.3. For the purposes of Section 3.2(b), the Sandvik Warranty Registration Form shall be sent to Sandvik using the relevant Warranty Portal or as otherwise permitted by Sandvik in writing (including e-mail).
- 3.4. **Engine warranty registration:** The Purchaser acknowledges and agrees that: (a) the Warranty does not apply to engines; and (b) the Purchaser is solely responsible for completing any engine warranty registration process required by the relevant local engine OEM representative.

4. WARRANTY COVERAGE

- 4.1. Subject at all times to: (a) the Purchaser’s performance of its obligations under this Sandvik Standard Warranty; (b) completion of the Sandvik Warranty Registration Process (if applicable) and the Warranty Claim Handling Process; and (c) the warranty exclusions specified in Section 7 (WARRANTY EXCLUSIONS) and the limitations described in Section 10 (LIMITATIONS), if, within the relevant Warranty Period, Sandvik receives written notice from the Purchaser of a Defective Sandvik Good then, where Sandvik accepts the Warranty Claim, Sandvik warrants that it shall (at Sandvik’s option) either: (i) repair; (ii) refund; or (iii) replace, such Defective Sandvik Good in accordance with Section 9.3 (SANDVIK’S OBLIGATION UNDER WARRANTY) (the “**Warranty**”).
- 4.2. Except as required otherwise by applicable law, or where Sandvik expressly agrees otherwise in writing, the Warranty is: (a) non-transferrable or assignable in accordance with Section 11.1 (NO ASSIGNMENT); and (b) personal to, and for the benefit of, the original Purchaser of the relevant Sandvik Goods only.

5. WARRANTY PERIODS

- 5.1. The Warranty Period in respect of each relevant Sandvik Good is as specified in Part 1 (WARRANTY PERIODS) of [Exhibit A](#).
- 5.2. The Warranty described in this document is Sandvik’s “*Standard Warranty*” applicable to purchases of Sandvik Goods under a Contract and, where the Purchaser purchases an Extended Warranty, such Extended Warranty is subject to the applicable Sandvik Extended Warranty.

6. WARRANTY CLAIM HANDLING PROCESS

- 6.1. Subject to completion of the Warranty Registration Process in respect of the relevant Sandvik Equipment, in the event that the Purchaser discovers a Defective Sandvik Good within the relevant Warranty Period, Sandvik will



perform its obligations under Section 9 (SANDVIK'S OBLIGATIONS UNDER WARRANTY) subject to the Purchaser:

- (a) fully and accurately completing and digitally submitting a Warranty Claim Form for each alleged Defect without undue delay and in any event within fourteen (14) calendar days of:
 - (i) first discovering the Defect; or
 - (ii) in cases where a Defect repair is carried out by a Sandvik Distributor with Sandvik's permission, carrying the Defect repair;
 - (b) ensuring that the Warranty Claim Form:
 - (i) includes a reasonably detailed description of the Defect together with all other information required by the Warranty Claim Form; and
 - (ii) is accompanied by: (A) clear digital photographs of the Defect; (B) the documented service history (including collected data or oil sample tests or oil pressure settings where applicable) or engineer's reports; and (C) proof of purchase (e.g., copy of the purchase order or the purchase order number; copy of invoice or the invoice number; or the job charge out report).
 - (c) complying with its obligations under Section 8 (RETURN POLICY AND TITLE) and giving Sandvik all other reasonably requested information, assistance, and access (including to the relevant Sandvik Good and the Equipment Location) necessary to inspect the relevant Sandvik Good and validate the existence of the Defect. In particular, Sandvik may request additional information or the operating data where appropriate and, in such cases, the Purchaser must respond and send the requested information within five (5) calendar days after receiving such request from Sandvik.
- 6.2. If the Defect is of a type that may or will cause damage to other Sandvik Goods (or component parts), any persons or property, then the Purchaser must immediately stop use of the affected Sandvik Good and the related damaged parts and components and notify Sandvik promptly and without delay.
- 6.3. To the maximum extent permissible under applicable law, the Purchaser shall bear the risk of all loss or damage resulting from its failure to comply with Section 6.2.
- 6.4. All Warranty Claim Forms must be digitally submitted and received by Sandvik within the relevant Warranty Period and any Warranty Claim Form received by Sandvik: (a) after the expiry of the Warranty Period; or (b) otherwise

than in accordance with the requirements of the Warranty Claim Handling Process, will be declined.

7. WARRANTY EXCLUSIONS

- 7.1. To the maximum extent permitted under applicable law: (a) except as described in this Sandvik Standard Warranty and the Contract, all terms, conditions, warranties, undertakings, duties, or remedies implied by law or statute in relation to the Sandvik Goods are fully and effectively excluded; and (b) the Warranty does not apply to (and may be voided in the case of) the [Excluded Events](#).
- 7.2. To ensure quality, performance, and overall product safety, the use or installation of non-Sandvik Goods will void the Warranty and Sandvik's obligations under the Warranty.

8. RETURN POLICY AND TITLE

- 8.1. The Purchaser must:
- (a) retain the Defective Sandvik Goods (or the relevant Defective component or part of the Sandvik Goods) in appropriate and safe custody, for not less than ninety (90) days from (and including) the date on which Sandvik rejects or accepts the Warranty Claim under Section 9.2 to allow Sandvik to inspect the alleged Defect;
 - (b) at Sandvik's request, send the alleged Defective Sandvik Goods (or the relevant Defective component or part of the Sandvik Goods) to an address and recipient designated by Sandvik (which may be the Purchaser's local Sandvik representative) provided that Sandvik shall bear the reasonable carriage costs associated with such delivery; and
 - (c) not return the Defective Sandvik Goods (or the relevant Defective component or part of the Sandvik Goods) to Sandvik without Sandvik's prior written consent and instructions.
- 8.2. The title to the Sandvik Goods or any Defective parts originally supplied shall revert to Sandvik upon the supply of replacement Sandvik Goods or parts and the Warranty Period in respect of replaced or repaired Defective part shall continue for: (a) the remainder of the original Warranty Period; or (b) ninety (90) calendar days, whichever is the greater and provided that, under no circumstances, will the Warranty Period in respect of the replaced or repaired part be extended beyond ninety (90) calendar days of the expiry of the original Warranty Period.

9. SANDVIK'S OBLIGATION UNDER WARRANTY

- 9.1. Sandvik shall, on receipt a Warranty Claim Form and the accompanying documentation and information required by the Warranty Claim Handling Process (a "**Warranty Claim**"), take all steps reasonably necessary to:

- (a) review the Warranty Claim Form (and accompanying documentation and information);
 - (b) inspect, where necessary and at Sandvik's option, the relevant Sandvik Good and validate the existence of the Defect; and
 - (c) investigate and determine whether (or not) the Warranty applies or an exclusion under this Sandvik Standard Warranty applies (including where the Purchaser has failed to perform its obligations hereunder, under Section 7 (WARRANTY EXCLUSIONS), or under Section 10 (LIMITATIONS)).
- 9.2. Sandvik shall not unreasonably withhold or delay its confirmation that a Warranty Claim has been *accepted* or *rejected* (as the case may be).
- 9.3. Where Sandvik accepts a Warranty Claim, Sandvik's only obligation (and the Purchaser's sole and exclusive remedy) under or in connection with the Warranty shall be for Sandvik to (at its option):
- (a) repair the Defective Sandvik Goods so as to remove the Defect;
 - (b) provide, at Sandvik's option, a refund or credit for the Defective Sandvik Goods at the invoiced price; or
 - (c) replace the Defective Sandvik Goods, free of charge, DDP (delivered, duty paid, Incoterms 2020) at the place of business of the Purchaser's local Sandvik sales representative; or
 - (d) replace the Defective part of the Attachment Tool free of charge, FCA (Free Carrier, Incoterms 2020) at the place of business of the Purchaser's local Sandvik representative.
- 9.4. If the Purchaser wishes to appeal Sandvik's decision to reject a Warranty Claim then the Purchaser must: (a) submit an appeal to Sandvik in writing within fourteen (14) calendar days from (and including) the date Sandvik notifies the Purchaser of its decision under Section 9.2; and (b) ensure that its appeal contains a detailed description of its reasons for disputing Sandvik's decision.
- 9.5. If the Purchaser fails to submit an appeal in accordance with Section 9.4 then: (a) Sandvik's decision shall be construed as un-appealable and final; and (b) the Purchaser will be deemed to have waived all rights or remedies available under or in connection with the Warranty.
- ## 10. LIMITATIONS
- 10.1. To the maximum extent permissible under applicable laws and subject to Sections 7 (WARRANTY EXCLUSIONS) and 10.2:
- (a) the Warranty (and Sandvik's obligations under Section 9 (SANDVIK'S OBLIGATION UNDER WARRANTY)) shall apply only to Defects where the repair, refund, or replacement costs are equal to, or in excess of, fifty Euros (€50.00) or the equivalent purchase currency specified in the Contract at the time of the Warranty Claim; and
 - (b) subject to Sections 10.1(a) and 10.2, Sandvik's total aggregate liability to the Purchaser for any or all loss or damage arising under or in connection with Sandvik's obligations under this Sandvik Standard Warranty and in respect of all causes of action (whether such causes of action arise in contract (including any claim for breach of contract or warranty, tort (including negligence), product liability, indemnity, contribution, strict liability or any other legal theory) shall not exceed the purchase price under the Contract for the Sandvik Goods to which the liability, loss or damage relates.
- 10.2. **No indirect or consequential damages.** To the maximum extent permissible under applicable laws, regardless of how such loss or damage 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), Sandvik hereby expressly excludes any and all liability for any loss or damage arising under or in connection with this Sandvik Standard Warranty (and the Contract) to the extent comprising: (a) punitive or pure economic cost or loss; (b) indirect, incidental, special, or consequential loss or damage; (c) loss of opportunity or contract; (d) loss of production; (e) loss of use; (f) loss of sales; (g) loss or depletion of goodwill; (h) loss of profit; (i) loss of anticipated profit; (j) loss of revenue (excluding charges payable to Sandvik); (k) Loss of data, in each case, whether arising directly or indirectly under or in connection with this Sandvik Standard Warranty (and the Contract) and whether or not reasonably foreseeable, reasonably contemplatable, actually foreseen or actually contemplated by a party at the time the Contract was agreed.
- 10.3. 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, or agents for any of the types of loss or damage specified in Section 10.2, and indemnifies them and holds them harmless in relation to the same.
- ## 11. GENERAL
- 11.1. **No Assignment:** To the extent permitted by applicable law: (a) this Sandvik Standard Warranty (and the rights under it) may not be transferred or assigned to any third party without Sandvik's express written permission (which: (i) Sandvik may withhold at its discretion; (ii) is conditional



- upon the assignee completing or re-completing the Sandvik Warranty Registration Process; and (iii) shall not extend the original Warranty Period for the affected Sandvik Goods); and (b) in the event that the Purchaser expressly or impliedly purports to transfer or assign this Sandvik Standard Warranty (or any of its rights under it) to a third party in breach of Section 11.1(a) then: (i) the Warranty (and Sandvik's obligations with respect to the Warranty) shall immediately terminate; and (ii) such transfer or assignment shall be void and ineffective.
- 11.2. **No Installation:** Where the Purchaser has installed the Sandvik Goods so that they form part of a fixture, Sandvik shall not be liable for any costs associated with or incurred as a result of the re-installation of Sandvik Goods that are repaired or replaced under the Warranty. All replacements or repairs in these instances shall be delivered at Sandvik's cost and installed by the Purchaser at the Purchaser's cost.
- 11.3. **Entire Agreement:** The Warranty is given in lieu of all other warranties or conditions express, implied, or statutory. Except as described in the Contract and this Sandvik Standard Warranty, 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. This Sandvik Standard Warranty contains the entire warranty terms and conditions between Sandvik and the Purchaser.
- 11.4. **Third party rights:** This Sandvik Standard Warranty does not confer any rights on any person or party (other than the parties to the relevant Contract).
- 11.5. **Severability:** If any provision (or part of a provision) of this Sandvik Standard Warranty is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable, or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable, or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties. All limitations in this Sandvik Standard 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.
- 11.6. **Sandvik Distributors: THE PURCHASER SHOULD NOTE (WHERE IT IS NOT A DISTRIBUTOR) THAT** a Sandvik Distributor has no authority to make any representation, promise or admission or to modify the terms or limitations of this Sandvik Standard Warranty in any way.
- 11.7. **Governing law and jurisdiction:** This Sandvik Standard Warranty and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims) shall be governed by and construed in accordance with the applicable law governing the Contract. Each party irrevocably agrees that the courts located in jurisdiction specified in the relevant Contract shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Sandvik Standard Warranty (including non-contractual disputes or claims).
- 11.8. **Interpretation:** Any list, word, or phrase following the words **including, include, in particular, for example,** or any such similar expression shall be construed as having the phrase **without limitation** following them.

GLOSSARY

In this **Sandvik Standard Warranty**:

Word/Phrase	Meaning
Commissioner	means, at Sandvik’s option: (i) Sandvik; (ii) the Sandvik Distributor; (iii) or any third-party representative acting for or on Sandvik’s behalf in connection with the Commissioning.
Commissioning	means the process(es) carried out by or on behalf of Sandvik following Delivery to: (i) verify that the Sandvik Equipment is not Defective; and (ii) ensure that the Sandvik Equipment has been set up correctly with all relevant training provided.
Commissioning Date	means, with respect to the relevant Sandvik Equipment, and subject to Section 2.3, the date on which all required Commissioning (e.g., wet and dry commissioning) was completed as may be evidenced by (as applicable to the Sandvik Equipment in question): <ul style="list-style-type: none"> (i) a commissioning certificate issued and signed by Sandvik; (ii) a warranty registration card uploaded to the Warranty Portal by Sandvik; (iii) in the case of Sandvik Equipment comprising Mobiles and Attachment Tools, the submission (by a Distributor) of a commissioning form to the Warranty Portal; or (iv) in the case of plant solutions, the completion of “take-over” in accordance with the Contract, and “ Commissioned ” shall be construed accordingly.
Connected Equipment	means Sandvik Goods which have remote monitoring hardware or software installed, connected, and activated by Sandvik pursuant to a Contract.
Contract	means the written contract for the supply of Sandvik Goods between Sandvik and the relevant Purchaser.
Defect(s)	means, subject to Section 7 (WARRANTY EXCLUSIONS) and Section 10 (LIMITATIONS), a defect in the materials of, or workmanship in, a Sandvik Good that causes such Sandvik Good to function otherwise than in accordance with the relevant Specification and “ Defective ” shall be construed accordingly.
Defective Sandvik Good(s)	means a Sandvik Good that is, or becomes, Defective during the Warranty Period.
Delivery	means either: (i) delivery in accordance with the relevant Incoterms specified in the Contract; or (ii) where delivery or the relevant Incoterms are not so specified in the Contract, dispatch of the shipment of the relevant Sandvik Goods from, or on behalf of, Sandvik (as the case may be).
Delivery Date	means the date on which Delivery occurs.
Equipment Location	has the meaning given in Section 2.1 (COMMISSIONING OF SANDVIK EQUIPMENT).
Excluded Events	means the events listed in Exhibit B (EXCLUDED EVENTS).

Extended Warranty	means an extended warranty purchased or otherwise provided in the Contract over and above the Warranty given in this document (as described in the Sandvik Extended Warranty) and “ Extended Warranties ” shall be construed accordingly.
Incoterm	means the International Commercial Terms published by the International Chamber of Commerce in the version specified in the Contract.
Major Component	means the components listed in Part 2 (MAJOR COMPONENTS) of Exhibit A .
OEM	means the original equipment manufacturer.
Purchaser	has the meaning given in Section 1.1 (<i>i.e.</i> , is the Sandvik Distributor or a direct-sales customer (as the case may be) with whom Sandvik has agreed a Contract).
Refurbished Equipment	means used Sandvik Equipment comprising screens or feeders that has, immediately before sale, been refurbished by or on behalf of Sandvik or Sandvik Distributor (excluding all stationary crushers).
Refurbished Components	Major means Major Components that have, immediately before sale, been refurbished by or on behalf of Sandvik or Sandvik Distributor (excluding all Major Components for stationary crushers).
Sandvik	means the Sandvik entity specified in the Contract.
Sandvik Consumables	means: (i) the following crushing chamber wear parts: (a) mantles; (b) concaves; and (c) jaw plates); (ii) impactor rotors; (iii) wear parts, , isolation elements (<i>e.g.</i> , rubber buffers, coil springs, torsional springs <i>etc.</i>), v-belts, screening media, and wear protection products; (iv) grinding cups and grinding wheels; and (v) hydraulic hammer/breaker tools, in each case, in new condition and as supplied to the Purchaser under, and in accordance with, the relevant Contract.
Sandvik Digital Services	means digital or connected software, system, or platform services provided or made available by Sandvik in connection with Connected Equipment under a separate licence or subscription agreement.
Sandvik Distributor	means Sandvik’s authorised third party re-seller of Sandvik Goods.
Sandvik Equipment	means: (i) Attachment Tools; (ii) Mobile and Stationary crushers, screens and feeders; (iii) Mobile scalpers; or (iv) Plants, in each case as specified in the Contract and described in the Specification and as supplied to the Purchaser under, and in accordance with, the relevant Contract.
Sandvik Extended Warranty	means the terms and conditions applicable to Extended Warranties specified in the Contract (<i>e.g.</i> , “ <i>Sandvik Rock Processing Solutions Extended Warranty Stationary Equipment</i> ” or “ <i>Sandvik Rock Processing Solutions Security+ Extended Warranty Mobile Equipment</i> ”).
Sandvik Goods	means the: (i) Sandvik Equipment; or (ii) Sandvik Spare Parts; or (iii) Sandvik Consumables, in each case, excluding Sandvik Digital Services.
Sandvik Group	means Sandvik and its affiliated companies.
Sandvik Spare Parts	means spare parts to Sandvik Equipment (other than Sandvik Consumables but including any hardware supplied in conjunction with Sandvik Digital Services) in each

	case, in new condition and as supplied to the Purchaser under, and in accordance with, the relevant Contract.
Sandvik Standard Warranty	means this document (including Sections 1 to 11 (inclusive), the Glossary and Exhibits).
Sandvik Warranty Registration Form	means the digital registration document or card for the Sandvik Equipment available through the Warranty Portal or otherwise notified to the Purchaser by Sandvik during or following Purchase of the Sandvik Goods (including as part of the sales process).
Sandvik Warranty Registration Process	means the process for registering the relevant Sandvik Goods described in Section 3 (WARRANTY REGISTRATION PROCESS).
Specification	means the technical specification (current at the date of Delivery and as described in the Contract) for the relevant Sandvik Goods specified in the Contract.
Warranty	has the meaning given in Section 4.1 (WARRANTY COVERAGE).
Warranty Claim	has the meaning given in Section 9.1 (SANDVIK’S OBLIGATION UNDER WARRANTY).
Warranty Claim Form(s)	means the digital warranty claim document / workflow available through the Warranty Portal or otherwise notified to the Purchaser by Sandvik during or following Purchase of the Sandvik Goods (including as part of the sales process).
Warranty Claim Handling Process	means the process specified in Section 6 (WARRANTY CLAIM HANDLING PROCESS).
Warranty Period	means, as applicable to the relevant Sandvik Good(s), the “ <i>Warranty Period</i> ” specified in Part 1 (WARRANTY PERIODS) of Exhibit A .
Warranty Portal	means the digital Sandvik warranty portal notified to the Purchaser by Sandvik during or following: (i) customer onboarding; or (ii) purchase of the Sandvik Goods (including as part of the sales process).



EXHIBIT A

PART 1 – WARRANTY PERIODS

Except as expressly stated otherwise in the relevant Contract, the **Warranty Period** commences as described below (WARRANTY PERIODS) and ends on the **earlier** to occur of: (i) eighteen (18) calendar months from (and including) the Delivery Date; or (ii) the period applicable to the relevant Sandvik Good(s) specified below.

Sandvik Good(s)	Warranty Period
	*References to “months” are to calendar months and a reference to the commencement of a Warranty “from” a given date shall include that date.
New Sandvik Equipment Attachment Tools, Attachment Equipment, Crushers, Screens and Feeders	(1) Attachment Tools: The first to occur of: (i) twelve (12) months from the Commissioning Date; and (ii) two thousand (2000) carrier hours (<i>i.e.</i> , the carrier machine, such as an excavator, on which the Attachment Tool is attached). (2) Attachment Equipment (Pedestal Systems including booms, power-packs, and hydraulic breaker attachments): The first to occur of: (i) twelve (12) months from the Commissioning Date; and (ii) two thousand (2000) carrier hours (<i>i.e.</i> , the carrier machine, such as an excavator, on which the Attachment Equipment is attached). (3) Mobile crushers: The first to occur of: (i) twelve (12) months from the Commissioning Date; and (ii) two thousand (2000) hours run. (4) Mobile screens and feeders: The first to occur of: (i) twelve (12) months from the Commissioning Date; and (ii) two thousand (2000) hours run. (5) Stationary crushers: Twelve (12) months from the Commissioning Date. (6) Stationary screens and feeders: Twelve (12) months from the Commissioning Date. (7) Exciters: Twelve (12) months from the Commissioning Date.
Plant Solutions	(8) Crushing and screening plant solutions (excluding Attachment Tools and Attachment Equipment): Twelve (12) months from the Commissioning Date. (9) Plants (excluding Attachment Tools and Attachment Equipment): Twelve (12) months from the Commissioning Date or eighteen (18) months from the date on which the Sandvik Goods are ready for shipment (whichever is the earlier).
Automation Systems	(10) Onboard automation within the machine (e.g., Crusher) follows the warranty period for the machine on which it has been installed. (11) Automation system excluding onboard automation: Twelve (12) months from the Delivery Date.
Sandvik Spare Parts	(12) General Spare Parts: Three (3) months from date of installation, with a maximum of six (6) months from the Delivery Date. (13) Major Component (See Part 2 of this Exhibit A): Twelve (12) months from the Delivery Date.
Refurbished Equipment / Refurbished Major Components	(14) Refurbished Equipment (excluding Exciters): Nine (9) months from the Delivery Date or six (6) months from installation (whichever is the earlier). (15) Refurbished Equipment (Exciters): six (6) months from the Delivery Date. (16) Refurbished Major Components: six (6) months from the Delivery Date.



Sandvik Consumables	<ul style="list-style-type: none">(1) Crushing chamber wear parts (limited to mantles, concaves, and jaw plates): Three (3) months from the Delivery Date.(2) Impactor rotor parts and liners: Three (3) months from the Delivery Date.(3) Screening media, isolation elements, and wear protection products: Three (3) months from the Delivery Date.(4) Hydraulic hammer/breaker tools: Three (3) months from the date of installation.
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PART 2 - MAJOR COMPONENTS

Sandvik Equipment	"Major Component"
CH/CS series crushers	Bottomshell (excluding liners, wear plates (including eccentric wearing plates), bushings, hoses, seals, bolts, nuts & washers, transportation racks), Topshell (excluding filler ring, concave, arm shields, bushings, bolts, nuts & washers, sensors, transportation racks), Mainshaft with headcenter (excluding mantle, sleeve, head nut, eye bolt, transportation racks), Eccentric, Hydroset cylinder (excluding step bearing set) and Hydroset cylinder cover, Piston, Hub, Dust collar, gear and pinion set.
CJ series crushers	Mainframe (excluding jaw plate, wear plate, support strip, clamping bar/wedge, cheek plate assembly, liners, bolts, nuts & washers), Swing jaw (excluding jaw plate, wear plate, support strip, clamping bar/wedge, eccentric shaft, roller bearings, Labyrinth rings, Bearing houses, Puller sleeve, Labyrinth cover/ring, Dust seal list, Clamping Strip, seals, bolts, nuts & washers), Eccentric shaft (excluding roller bearings), Bearing housings (excluding roller bearings, Labyrinth ring), Flywheel (excluding spacer ring, cover, lock washer, counter weight).
CV series crushers	Support frame and structure (excluding bolts, nuts, washers, screws, transportation legs), Feed hopper (excluding bolts, nuts, plugs, washers, screws, throttle, hopper) Crusher base (excluding bolts, nuts, washers, screws, liners) bearing housing (included mainshaft), motor brackets and covers.
CI series crushers	Mainshaft (excluding rotor, screws, pins, hammer locators, shaft cover, sleeve clamping) Fixed frame (excluding liners, wear plates, seals, bolts, nuts & washers), Pivot frame (excluding liners, wear plates, seals, bolts, nuts & washers, inspection doors and covers), First & Second Pivot Shafts, First & Second Curtain Frame (excluding liners, nuts, washers, screws, nipples), Rotor (including bearings).
CG series crushers	Bottom shell (excluding liners, bushings, dust collar, hoses, seals, bolts, nuts & washers, transportation racks); Top shell - upper (excluding concave rows, bolts, nuts & washers); Top shell - lower (excluding concave rows, bolts, nuts & washers); Spider (excluding spider cap, spherical bearing, spider rim liner, cover spherical bearing, arm liners, bolts, nuts & washers, sensors); Main shaft (excluding mantle, casting compound, dust seal ring, sleeve, protective ring, eye bolt, transportation racks); Gear and Pinion (excluding support plate, bushing, wear plate, bolts, nuts & washers); Hydroset cylinder (excluding piston, position sensor, step bearing set); Hydroset cylinder cover (excluding bolts, nuts & washers); Piston (excluding hydroset cylinder, position sensor); Spherical Spider Bushing (excluding bolts, nuts & washers).
SA, SJ, SL, SG, and series screen	Mainframe (excluding wear protection, screening media, mechanism, drive unit, spring support, springs, options, and fastening parts). Bearing housing (excluding bearings, sealing, and fastening parts). Shafts Exciters
SV series feeder	Mainframe (excluding wear protection, grizzlies, mechanism, drive unit, spring support and spring, and fastening parts)



	<p>Bearing housing (excluding bearings, sealing, and fastening parts)</p> <p>Shafts</p>
SP series feeder	Mainframe (excluding wear protection, vibrating motors, springs and spring support, and fastening parts).
SS and SF series screens ST series feeders	Mainframe (excluding wear protection, screening media, vibrating motors, spring support and springs, and fastening parts)
Hydraulic hammer	Cylinder, Front head, Valve body.
Plate compactor	Main housing, Eccentric assembly.
KWT / Schenk Screens	<p>Mainframe (excluding wear protection, grizzlies, mechanism, drive unit, spring/rubber buffers, and fastening parts)</p> <p>Bearing housing (excluding screws, bolts, nuts & washers, sealing)</p> <p>Shafts</p> <p>Drives</p> <p>Motor base</p> <p>Guards</p>
KWT / Schenk Feeders	<p>Mainframe (excluding wear protection, grizzlies, vibrating motors, spring/rubber buffers, and fastening parts)</p> <p>Bearing housing (excluding screws, bolts, nuts & washers, sealing)</p> <p>Shafts</p> <p>Drives</p> <p>Motor base</p> <p>Guards</p>

EXHIBIT B
EXCLUDED EVENTS

To the maximum extent permitted under applicable law, the Warranty **does not** apply to (and may be voided in the case of):

(1)	Defects caused by natural or normal wear and tear (including where applicable screening media) of Sandvik Goods (including Defects or damage caused as a result of abrasion, corrosion, or erosion, or the action of any radiation of any kind).
(2)	Sandvik Goods provided free of charge (except as a replacement Sandvik Good under the Warranty).
(3)	Normal maintenance service and replacement items including engine tune-ups, adjustments and inspections, and damage resulting therefrom.
(4)	Any wear parts or consumables (other than the Sandvik Consumables) including 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.
(5)	Defects or damage caused or contributed to by: (a) the Purchaser's failure to: (i) operate or use the Sandvik Goods properly; or (ii) follow Sandvik operating instructions; (b) the Purchaser's overloading or failure to pay proper attention to service and operating instructions; (c) accident; (d) working beyond rated capacities; (e) exceeding or not meeting recommended power inputs; or (f) where applicable, alteration of the screening media or wear liner types or configurations that have not been approved by Sandvik.
(6)	Defects or damage caused by negligence (including a failure to follow warnings or incorrect commissioning) or a failure of the Purchaser to store, maintain or mount the Sandvik Goods properly, in accordance with Sandvik's storage and maintenance instructions or bulletins if available.
(7)	Defects or damage which is caused by, but not limited to, operating Sandvik Goods 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 Sandvik Goods where components which are designed and manufactured according to industrial standards, fail prematurely.
(8)	Defects or damage arising out of: (a) materials provided by the Purchaser; or (b) designs which have been provided, specified or stipulated by the Purchaser; or (c) or as a consequence of the Purchaser's action, stipulation, or instruction.
(9)	Defects 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.
(10)	To the maximum extent permitted by applicable law and without prejudice to Section 7.2, Defects or damage caused by: (a) a third party component or technology not sold as a component part of Sandvik Equipment at the time of Delivery; (b) hardware, parts or components that are not Sandvik Spare Parts or non-Sandvik consumables; or (c) a third party interfacing with the Sandvik Goods, including the installation, assembly, or merger of third party parts or components in lieu of Sandvik Spare Parts or Sandvik Consumables.
(11)	Damage to any parts or components supplied by third parties caused by Sandvik Goods.
(12)	Sandvik Spare Parts that are not being used or installed with their OEM recommended application.
(13)	Defects 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.

(14)	Any costs such as labor, accommodation, meals, travel and similar costs (including ancillary costs such as craneage, scaffolding and the like) or any transportation incurred by the Purchaser, without the prior written consent of Sandvik.
(15)	Product improvements or updates carried out or made available by Sandvik, unless otherwise specified in writing by Sandvik.
(16)	Sandvik Spare Parts or parts of Sandvik Equipment which can be repaired or corrected with minimum action including the changing of seals, tightening or adjustment.
(17)	Defects or damage caused by Sandvik Spare Parts or Sandvik Consumables being dismantled and used in another product other than Sandvik Equipment and not being used or installed with the OEM recommended application.
(18)	Defects or damage caused by force majeure events (including fire, flood, wind, and lightning).

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