

SCOPE

This warranty applies to all products and services purchased from KAISHAN AUSTRALIA PTY LTD (**KA**) or its authorised distributor (**Products** and **Services**). KA warrants that, subject to the exclusions and limitations below, such Products and Services are, at the time of delivery or supply to the Purchaser, free of defects in material and workmanship and will remain so for the Warranty Period.

This warranty is only provided to the purchaser of the Products or Services (**Purchaser**) and is not transferable and may not be reassigned or modified unless in writing and signed by an authorised representative of KA.

AUSTRALIAN CONSUMER LAW

The benefits of this warranty are in addition to any rights and remedies imposed by Australian State and Federal legislation that cannot be excluded. Nothing in this warranty is to be interpreted as excluding, restricting or modifying any State or Federal legislation applicable to the supply of goods and services which cannot be excluded, restricted or modified.

If the Purchaser is a "consumer" as defined in the Australian Consumer Law, then KA confirms the following:

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 choose a refund or replacement for major failures 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 are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

1. WARRANTY

- 1.1 If a defect appears in the Products before the end of the Warranty Period and KA finds the Products to be defective in materials or workmanship, KA will, in its sole discretion, either:
 - (a) replace or repair the Products or the defective part of the Products free of charge; or
 - (b) cause the Products or the defective part of the Products to be replaced or repaired by a qualified repairer free of charge.
- 1.2 If a defect or non-conformance appears in the Services before the end of the Warranty Period and KA finds the Services to be defective or non-conforming, it will, in its sole discretion, either:
 - (a) resupply the Services, or part of the Services, free of charge; or
 - (b) refund the price of the Services.
- 1.3 KA reserves the right to replace defective parts of the Products with parts and components of similar quality, grade and composition where an identical part or component is not available.
- 1.4 Products presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the Products.

2. WARRANTY CLAIMS

- 2.1 The Purchaser must inspect the Products and notify KA in writing of the inspection and possible defects in material or workmanship without delay

and not later than fourteen (14) days from initial receipt of the Products.

- 2.2 If a defect covered by warranty appears, the Purchaser must first contact KA and provide:
 - (a) proof of purchase;
 - (b) full details of the alleged defect; and
 - (c) any other relevant documents (like historical and maintenance records).
- 2.3 The Purchaser must ensure that ensure that KA has the opportunity to verify that the Products are duly covered by KA's warranty. Without notification the Product shall be constituted accepted by the Purchaser.
- 2.4 The Purchaser must allow KA or its authorised repair agent inspect, test and remedy any alleged defects in the Products. If KA's inspection and testing finds no defect in the Products, the Purchaser must pay KA's usual service work and testing costs.
- 2.5 The Purchaser must allow KA or an authorised agent to inspect and assess the Services. If that inspection and assessment finds no defect or non-conformance, the Purchaser must pay KA's usual inspection and assessment costs.

3. WARRANTY PERIOD

- 3.1 KA's obligation under this warranty is limited to repairing or replacing any defective Products or resupplying or refunding any defective Services, during normal business hours at an authorised service facility of KA, within the applicable warranty period as follows (**Warranty Period**):

- (a) Compressor Rotary Screw Airends
 - (i) Compressor air end unit, consisting of all parts within and including the compressor cylinder and gear housing, excluding shaft seals, are warranted for 24 months from the date of shipment to the Purchaser.
 - (ii) Any disassembly or partial disassembly of the air end, or failure to return the "unopened" air end per KA's instructions, will be cause for denial of warranty.
- (b) Compressor package
 - (i) All other components in the compressor package are warranted for 12 months from the date of shipment to the Purchaser.
 - (ii) Appeal period for each KA decision in warranty claim is thirty (30) days as of the date of the decision after which the said decision is final.
- (c) Workmanship
 - (i) KA offer a 3 month warranty on workmanship in relation to service work and repairs performed for our customers.
 - (ii) For this warranty to be valid the customer must pay the full price for the original service/repair, retain evidence of payment in full, and make property accessible to KA or our nominated contractor to perform the repairs.

4. LABOUR, TRANSPORTATION AND INSPECTION

- 4.1 KA will at its discretion, provide onsite labour, (by KA representative or authorised service personnel), for repair or replacement of any Product or part thereof which in KA's judgement is proved to be faulty. Labour shall be limited to the amount specified in KA's published labour rate schedule specific to set tasks (See Appendix 5 attached).
- 4.2 Labour costs in excess of KA rate schedules due to, but not limited to, location or inaccessibility of the equipment, work outside of service business hours (7:30am to 3:30pm weekdays) or labour provided by unauthorised service personnel is not provided by this warranty.
- 4.3 Travel time, meals, accommodation, kilometres or any other expense relating to travelling from base to site and return will not be accepted as part of a warranty claim.
- 4.4 All costs of transportation, freight, importation or insurance or local taxes or customs clearances of product or parts claimed not to be as warranted and of repaired or replacement parts shall be borne by the Purchaser, whether relating to the return to or shipment from an authorised service facility of KA. KA may require the return of any part claimed not to be as warranted to one of such

facilities designated by KA, transportation prepaid by Purchaser, to establish a claim under this warranty.

- 4.5 Replacement parts provided under the terms of this warranty are warranted for the remainder of the warranty period of the product upon which installed to the same extent as if such parts were original components.
- 4.6 KA's labour charge rates are subject to change from time to time. Please contact KA for the current service charge rates.

5. SPARE PARTS

- 5.1 Re-manufactured Airends delivered by KA are warranted for one (1) year from the date of installation provided that the installation is performed by KA or a KA authorised third party. A full major service must be carried out using genuine parts and lubricants when installing the Airends for warranty to continue.
- 5.2 Any parts removed or replaced automatically become the property of KA and are to be returned to the nearest branch, freight pre-paid, and suitably identified with the Customer Name, Purchase Order number relating to the claim, Model and Serial Number of the machine in question
- 5.3 Customer to be advised that failure to return parts or to complete the relevant paperwork will automatically void the claim

6. EXCLUSIONS

- 6.1 The warranty does not apply if:
 - (a) the Products are repaired, altered or modified by someone other than KA or its authorised repair agent;
 - (b) the alleged defect in the Products or Services is within acceptable industry standards;
 - (c) KA cannot find any defect in the Products or Services after testing, inspecting and assessing them;
 - (d) the Products are used other than for their designed purpose;
 - (e) the defect is due to the Purchaser's failure to properly use and maintain the Products according to KA's instructions, recommendations and specifications (including applicable maintenance schedules);
 - (f) the defect or non-conformance of the Services is due to the customer's failure to follow KA's instructions, recommendations and specifications (including applicable maintenance schedules);
 - (g) the defect is due to the customer's request to customise the Products or Services;
 - (h) the Products are subject to abnormal conditions, including environment,

KAISHAN AUSTRALIA PTY LTD (ACN 114 574 515)
TAC008 - WARRANTY TERMS AND CONDITIONS

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REV NO. 005

temperature, water, fire, humidity, pressure, stress or similar;

- (i) the defect is due to abuse, misuse, neglect or accident;
- (j) the Products are used with unauthorised parts or accessories; or
- (k) the Products are overloaded or involved in an accident.

6.2 The warranty does not extend to damage or defects caused by normal wear and tear.

7. MAINTENANCE ITEMS

7.1 This warranty does not apply to service consumable parts, lubricants and maintenance items which are the customer's responsibility.

8. LIMITATIONS

8.1 KA makes no express warranties or representations other than those included in this warranty.

8.2 KA's liability under this express warranty is limited to:

- (a) repairing or replacing the Products or part of the Products; and
- (b) re-supplying the Services or refunding the cost of the Services.

8.3 KA to the extent permitted by law will not be liable in any circumstances for any loss or damage (including indirect or consequential loss) to any property or person resulting from the provision or delay in provision of Products or Services.