

Warranty Statement

Austchrome warranty on repaired, rebuilt or reconditioned components and Austchrome manufactured cylinders

For the Warranty Period, Austchrome Pty Ltd ("**Austchrome**") warrants: (i) components repaired, rebuilt or reconditioned in Australia by Austchrome, using Austchrome's repair procedures ("Component"), to be free from defects in workmanship, and (ii) cylinder piece parts and cylinder groups manufactured by Austchrome, using Austchrome's manufacturing procedures ("**Cylinder**"), to be free from defects in workmanship and materials. This warranty does not apply to:

- Components repaired under customer instructions.
- Any item or attachment warranted directly to the user by its manufacturer or other repairer.
- Partially rebuilt or repaired Components.

Warranty Period:

The warranty period is twelve (12) months from the date of delivery of the Component/Cylinder to the customer or 6000 hours of Component/Cylinder use from the date of dispatch, whichever occurs first ("**Warranty Period**"). All warranty claims are subject to approval by Austchrome's General Manager.

Limitations:

Austchrome is not responsible for failure or damage resulting from:

- Any use or installation not in accordance with the manufacturer's operational guidelines or which Austchrome judges as improper.
- Attachments, accessory items and parts not sold, repaired or rebuilt by Austchrome.
- Customer's unreasonable delay in notifying of a potential defect or customer's unreasonable delay in making the Component/Cylinder available after being notified of a potential problem.
- Abuse, neglect and/or improper storage, repair or maintenance by persons or entities other than Austchrome.
- Normal maintenance service or wear and tear.
- Costs to investigate complaints, unless the problem is covered by this warranty.
- Unauthorised repair or adjustments and unauthorised fuel setting changes.
- Where the customer provides labour to jointly perform repairs on site and the specific task allocation and completion is not clearly documented, and this results in a failure due to faulty workmanship, Austchrome will have no obligation to cover these costs.
- Any steel defects in the Component.

New parts are only covered for warranty by the manufacturer or supplier. Reused or reclaimed parts that meet reusability criteria as ascertained by Austchrome at the time of overhaul are not subject to warranty. Warranty only applies to the first user and is not transferable with the sale of the Component, Cylinder, machine or equipment.

Austchrome Responsibilities:

If a defect as set out above is found during the Warranty Period, Austchrome will, (in its sole discretion and as the customer's sole and exclusive remedy) during normal working hours, and at a place of business of Austchrome or other authorised facility, provide one or more of the following:

- Provide (at Austchrome's choice) new, remanufactured or approved repaired parts, assembled components or cylinders needed to correct the defect.
- Provide reasonable labour needed to correct the defect.

The rectified goods shall be warranted only through the remainder of the original applicable Warranty Period. If it is not practicable to repair at a place of business of Austchrome or other authorised facility, then serviceman travel costs, overtime costs, vehicle mileage, vehicle recovery, meals and accommodation costs are not covered under this warranty and will be charged to the customer's account.

Customer Responsibilities:

The customer is responsible for:

- Giving timely notice of a warrantable failure and promptly making the Component/Cylinder available for repair.
- All costs for transporting the Component/Cylinder or equipment in which the Component/Cylinder is installed.
- All costs of access to the Component/Cylinder in excess of those stated under "Austchrome Responsibilities".
- Labour and transport costs, except as stated under "Austchrome Responsibilities".
- Local taxes, if applicable.
- Parts shipping charges in excess of those which are usual and customary.
- Costs to investigate complaints, unless the problem is covered by this warranty. The customer must liaise with or involve Austchrome with any complaint investigation.

How to make a claim:

The customer is responsible for all costs associated with making a claim under the warranty set out in this document, except as expressly stated otherwise in this document, and the customer is referred to the balance of the document terms concerning claim procedures, Austchrome responsibilities and customer responsibilities. This warranty covers every major component of the goods. Claims under this warranty should be submitted to Austchrome at 37-41 Commercial Avenue, Paget, Mackay, Tel: 07 4952 8900 or contactus@austchrome.com.au.

Australian Consumer Law:

This warranty is expressly in lieu of all other warranties, conditions, liabilities or representations in relation to the quality, merchantability or fitness of goods or services (other than those warranties, conditions, liabilities or representations which are, or which give rise to any non-excludable rights under any applicable laws of Australia, or other countries, or the states, territories or other political sub-divisions thereof).

If this warranty cannot apply in whole or in part due to the application of the Australian Consumer Law, and if the parts (goods) or services are provided to a 'consumer' as defined under the Australian Consumer Law, then Austchrome goods and services come with guarantees that cannot be excluded. If the customer is a consumer, for major failures with the service, the customer is entitled to cancel any relevant service contract with Austchrome, and to a refund for the unused portion, or to compensation for its reduced value. The customer is 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, the customer is entitled to have the failure rectified in a reasonable time. If this is not done, the customer is entitled to a refund for the goods and to cancel any relevant services contract and obtain a refund of any unused portion. The customer is also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

For all goods and services supplied which are not of a kind ordinarily acquired for personal, domestic or household use or consumption, then Austchrome's liability shall be limited to the extent permitted under Australian Consumer Law to (i) in the case of services, to resupplying the services or paying the costs of having the services resupplied and (ii) in the case of goods, to the repair or replacement of the goods or

the supply of equivalent goods or the payment or the respective cost thereof, any election of remedies shall be at the sole option of Austchrome.

Subject to the foregoing, Austchrome shall not, in any event, be liable (whether before or after discharge or any contract for the supply of any goods or services) for any loss or damage arising from, caused by or due to any negligence of Austchrome's representatives, servants or agents, nor shall Austchrome be liable for any special, incidental, indirect or consequential loss or damage which may result from or relate to a breach by Austchrome of such non-excludable rights.