
	Document Name	Kwatani Standard Warranty
	Document Number	QP – Quality - 13
	Revision Number	01
	Authorised By	Chief Executive Officer
	Date Authorised	01 March 2022

KWATANI STANDARD WARRANTY

Effective for Kwatani Goods sold as of March 2022

1. Definitions:

- 1.1. Commissioning** means the process that takes place after delivery to verify that the Kwatani equipment functions in accordance with the specifications set out in the contract, which shall result in a commissioning certificate, or any other written statement issued by Kwatani. If the purchaser unreasonably delays the ability of Kwatani to complete the commissioning process, even if the commissioning process could be completed, commissioning will be deemed to have been completed by no later than six (6) calendar months after delivery.
- 1.2. Contract** means the written contract between Kwatani or the Kwatani distributor and the purchaser for the supply of Kwatani 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 Kwatani goods from Kwatani and/or a Kwatani distributor. To the extent permitted by law and unless otherwise agreed in writing, Kwatani does not provide or extend any warranty beyond the first end user.
- 1.5. Kwatani Consumables** means new: wear parts, isolation elements (e.g., rubber buffers, coil springs, torsional springs etc.), v-belts, screening media and wear protection products; either supplied direct to the first end user by Kwatani, or by Kwatani to the first end user through a Kwatani distributor in accordance with the contract.
- 1.6. Kwatani Drives** means all new unbalanced motors and exciter gearboxes including driveline components and motor base/s; either supplied direct to the first end user by Kwatani, or by Kwatani to the first end user through a Kwatani distributor in accordance with the contract.
- 1.7. Kwatani Distributor** means the company which has been contractually appointed to represent Kwatani as its distributor to promote and sell Kwatani goods in a specified territory.
- 1.8. Kwatani Equipment** means new screens and feeders; either supplied direct to the first end user by Kwatani, or by Kwatani to the first end user through a Kwatani distributor in accordance with the contract.
- 1.9. Kwatani Goods** means the Kwatani equipment and/or Kwatani spare parts and/or Kwatani consumables.
- 1.10. Kwatani Inspection Centre** means the location as determined in writing by the authorized Kwatani representative.
- 1.11. Kwatani Spare Parts** means new spare parts (other than Kwatani consumables) including new Kwatani drives which are either supplied direct to the purchaser by Kwatani, or by Kwatani to the purchaser through a Kwatani distributor in accordance with the contract including any hardware supplied in conjunction with digital or connected services.

	Document Name	Kwatani Standard Warranty
	Document Number	QP – Quality - 13
	Revision Number	01
	Authorised By	Chief Executive Officer
	Date Authorised	01 March 2022

1.12. Kwatani Refurbished Equipment means screens and feeders; either refurbished and supplied direct to the first end user by Kwatani, or by Kwatani to the first end user through a Kwatani distributor in accordance with the contract.

1.13. Kwatani Refurbished Spare Parts means spare parts (other than Kwatani consumables) including Kwatani drives; either refurbished and supplied direct to the first end user by Kwatani, or by Kwatani to the first end user through a Kwatani distributor in accordance with the contract.

1.14. Kwatani Warranty or Warranty means this document.

1. Warranty Coverage

1.1. During the term of the warranty and subject to the terms and conditions of this warranty, Kwatani warrants that it will repair, refund, or replace (at its option) any Kwatani goods which are found to be defective in materials or workmanship, in accordance with section 7 of the warranty.

2. Warranty Periods

2.1. Start and End of Warranty periods for Kwatani Goods. The warranty periods commence and end as indicated per product category as follows:

2.1.1. Kwatani Equipment: eighteen (18) months from delivery, or twelve (12) months from commissioning; whichever is the earlier.

2.1.2. Kwatani Spare Parts: twelve (12) months from date of delivery.

2.1.3. Kwatani Consumables: three (3) months from date of delivery.

2.1.4. Kwatani Refurbished Equipment: nine (9) months from date of delivery; six (6) months from date of installation, whichever the earlier.

2.1.5. Kwatani Refurbished Spare Parts: six (6) months from date of delivery.

2.2 Option to purchase Extended Warranty. Kwatani may offer the purchaser the opportunity to purchase extended warranty by Kwatani in a separate document. Any extended warranty shall apply in accordance with the terms and conditions of that extended warranty document.


3 Exceptions

3.1 To the maximum extent permitted by law all terms, conditions, warranties, undertakings, duties, or remedies implied by law or statute in relation to the Kwatani goods are excluded. Kwatani expressly excludes any liability whatsoever to any party, other than the purchaser as first end user.


3.2 Kwatani does not warrant and expressly excludes any liability for:

3.2.1 Natural wear and tear of the Kwatani equipment, normal maintenance service and replacement items such as but not limited to, adjustments and inspections, and damage resulting therefrom.

3.2.2 Natural wear and tear of the Kwatani spare part and the damage resulting therefrom.

	Document Name	Kwatani Standard Warranty
	Document Number	QP – Quality - 13
	Revision Number	01
	Authorised By	Chief Executive Officer
	Date Authorised	01 March 2022

- 3.2.3 All wear parts and consumables (other than Kwatani consumables) including but not limited to seals, filters, hoses, v-belts, wheels, fittings, screws, bolts, washers, connecting pieces, spray nozzles, rubber skirting, oils, and lubricants.
- 3.2.4 Damage caused by the purchaser’s failure to install, maintain, operate or use the Kwatani equipment properly or not in accordance with Kwatani 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.
- 3.2.5 Damage caused by negligence or failure of purchaser to store, maintain, install or mount the Kwatani goods properly, in accordance with Kwatani’s storage, installation, user and maintenance manuals, instructions or bulletins if available.
- 3.2.6 Damage, which is caused by but not limited to, operating under conditions that are substantially adverse, such as operating at significantly reduced or higher design capacities or throughput, and applications unsuited for the equipment where components which are designed and manufactured according to industrial standards, fail prematurely.
- 3.2.7 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 (iv) any other defect or damage caused to Kwatani equipment or any component thereof after delivery to the purchaser during transport.
- 3.2.8 Any defect or damage arising out of missing, faulty or incorrect criteria, application data, material or process specification and data or other information provided or informed to Kwatani by the purchaser or its agent which Kwatani has relied upon.
- 3.2.9 Any damage caused by parts or components that are not Kwatani spare parts or by a third-party technology or third-party interfacing.
- 3.2.10 As per section 6.3, defects to Kwatani goods that occur when other than Kwatani spare parts or Kwatani consumables are installed, assembled, or merged in lieu of Kwatani spare parts or consumables.
- 3.2.11 Damage to any parts or components supplied by third parties caused by Kwatani goods.
- 3.2.12 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 Kwatani or its approved service partner.
- 3.2.13 Any costs such as labor, accommodation, meals, travel and similar costs or any transportation incurred by the purchaser, without the prior written consent of Kwatani.
- 3.2.13 Product improvements or updates carried out or made available by Kwatani, unless otherwise specified in writing by Kwatani; and

	Document Name	Kwatani Standard Warranty
	Document Number	QP – Quality - 13
	Revision Number	01
	Authorised By	Chief Executive Officer
	Date Authorised	01 March 2022

3.2.14 Kwatani spare parts or parts of Kwatani equipment which can be repaired or corrected with minimum action such as but not limited to, changing of drive or equipment settings, seals, tightening or adjustment.

4 **Warranty Registration**

At commissioning of the Kwatani equipment a commissioning document shall be filled in and signed by an authorized Kwatani representative, and the purchaser within fourteen (14) days or a reasonable period as agreed by the parties from date of commissioning.

5 **Warranty Claim Handling**

5.1 Claim by Purchaser. For the purchaser to exercise the rights under this warranty, the purchaser must notify Kwatani or the Kwatani distributor in writing without delay of any defects that have appeared and give Kwatani reasonable opportunity to inspect and remedy them. Where the defect is such that it may cause damage, the purchaser shall immediately inform Kwatani or the Kwatani distributor in writing. The purchaser shall bear the risk of damage to the Kwatani goods resulting from their failure to notify. The purchaser shall take reasonable measures to minimize damage and shall in that respect comply with instructions of Kwatani.

5.2 Warranty Application Process. Warranty claims must be sent in writing by no later than 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. It is the responsibility of the purchaser to maintain and document the service history. Each alleged failure must include a copy of the original purchase order number or a clear photo of the Kwatani product tag comprising the Kwatani serial number and job number, detailed description of the defect clear digital photographs where possible and the documented service history. Kwatani 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 Kwatani.


5.3 Return Policy. The purchaser must retain the claimed defective Kwatani goods, or the relevant component or part of the Kwatani goods, for 90 days from claim settlement, for Kwatani's inspection and on request the alleged defective component or part shall be sent to the nearest approved Kwatani inspection centre. No part may be returned to Kwatani without Kwatani'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 Kwatani.

5.4 Return Address. Return parts to the nearest approved Kwatani inspection centre.

5.5 Appeal. An appeal of a decision on a warranty claim must be made in writing to Kwatani's approved representative within fourteen (14) calendar days from the date of the decision, after which period the decision is final.

6 **Kwatani's obligation under Warranty**

6.1 On receipt of the Kwatani warranty application form and acceptance of the claim, the obligation of Kwatani under this Warranty is limited, at Kwatani's option, to:

	Document Name	Kwatani Standard Warranty
	Document Number	QP – Quality - 13
	Revision Number	01
	Authorised By	Chief Executive Officer
	Date Authorised	01 March 2022

- 6.1.1 Refund the Kwatani good.
- 6.1.2 Repair the Kwatani goods.
- 6.1.3 Replace the Kwatani goods, free of charge, DDP (delivered, duty paid, Incoterms 2020) at the place of business of the nearest approved Kwatani inspection centre; or

6.2 **Warranty on replaced parts.** When a defect in a part of the Kwatani equipment or a Kwatani spare part has been remedied, the warranty for the replaced or repaired part of the Kwatani equipment or Kwatani spare part expires at the same time as the original warranty of the supplied Kwatani equipment or Kwatani spare part.

6.3 **Warranty on replaced Kwatani Consumables.** Replacements of Kwatani consumables provided by Kwatani will be subject to the same warranty as granted on new Kwatani consumables, from the date of replacement.

6.4 **Warranty on refurbished Kwatani Equipment.** When a defect in a part of the refurbished Kwatani Equipment or a refurbished Kwatani spare part has been remedied, the warranty for the replaced or repaired part of the refurbished Kwatani equipment or Kwatani spare part expires at the same time as the original warranty of the supplied refurbished Kwatani equipment or Kwatani spare part.


7 Limitations

7.1 **Overall limitation on Liability.** To the extent permitted by law, Kwatani’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 Kwatani goods in relation to which the liability arises.

7.2 **Threshold Value.** Warranty claims must be for an amount equal to or more than fifty USD (EUR USD) or the equivalent in another currency.


7.3 **Kwatani Goods only.** This warranty only covers Kwatani goods. Kwatani rejects all liability for non-Kwatani goods. The use of non-Kwatani goods will void or impact this warranty. In addition to the circumstances listed in section 2, no claim will be considered, in cases:

- 7.3.1 Other than where Kwatani spare parts are used in the Kwatani equipment; or
- 7.3.2 Where Kwatani spare parts or Kwatani consumables are dismantled and used in another product than Kwatani equipment and not being used or installed with the OEM recommended application.
- 7.3.3 Where other than Kwatani screen media and liners are used in the Kwatani equipment without the prior written approval by Kwatani which will not unreasonably be withheld. If the purchaser wishes to change the original screen media and or liner with other than Kwatani screen media and/or liners, the purchaser will provide Kwatani the information required to technically evaluate such change in writing prior to implementing such change. Subject to passing the Kwatani technical evaluation, Kwatani will confirm the warranty in writing.

	Document Name	Kwatani Standard Warranty
	Document Number	QP – Quality - 13
	Revision Number	01
	Authorised By	Chief Executive Officer
	Date Authorised	01 March 2022

- 7.4 Kwatani Refurbished Equipment.** This warranty covers only the parts of the Kwatani refurbished equipment that were refurbished. Kwatani rejects all liability for those items that were not refurbished.
- 7.5 Kwatani Refurbished Spare Parts.** This warranty covers only the parts of the Kwatani spare parts that were refurbished. Kwatani rejects all liability for those items that were not refurbished.
- 7.6 No Suspension.** This warranty shall not be suspended on the grounds of non-use, intermittent use or for any other reason.
- 7.7 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 Kwatani to any third party shall be void and ineffective, unless Kwatani has provided its prior written consent to the purchaser. Such consent is always subject to inspection on Kwatani equipment and confirmation by an authorized Kwatani representative in writing. In no event shall accepted assignment extend the initial warranty period on Kwatani equipment.
- 7.8 No Installation.** Where the purchaser has installed the Kwatani goods so that they form part of a fixture, Kwatani shall not be liable for the costs of re-installation of Kwatani goods that are repaired or replaced under warranty. Kwatani will cover the cost of the replacement or repair of defective Kwatani good only, whereas the purchaser will cover cost of the re-installation.
- 7.9 All Warranty.** This warranty is in lieu of all other warranties or conditions expressed, implied, or statutory. Kwatani 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 Kwatani 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 Kwatani in writing. This warranty contains the entire warranty terms and conditions between Kwatani and the purchaser.
- 7.10 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, Kwatani 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 Kwatani 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 Kwatani 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

	Document Name	Kwatani Standard Warranty
	Document Number	QP – Quality - 13
	Revision Number	01
	Authorised By	Chief Executive Officer
	Date Authorised	01 March 2022

managers and employees. The purchaser waives all claims it may have for any consequential loss against Kwatani, the members of the Kwatani group, or any of either of their affiliates, contractors, subcontractors, consultants, employees, agents, Kwatani distributors, for any of the types of loss or damage specified in this clause 6.8 and indemnifies them and holds them harmless in relation to the same.

7.11 All limitations in this warranty on Kwatani’s liability shall apply notwithstanding the fact that Kwatani’s warranties fail of their essential purpose or are held to be invalid or unenforceable.

Important note:

A Kwatani 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 Kwatani are those set out in this document.