

INNOVATION.
NOT DUPLICATION.™



GENERAL WARRANTY



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GENERAL WARRANTY

Reference Number	Warranty Period	Warranty Description	Applies to (but not limited to)	Component Specific Conditional clauses
WT0001	0 Hrs	Limited Warranty	General Assemblies	N/A, No Warranty Offered
WT0002	3 Months	Used Parts/Assemblies, Electrical Component Warranty and Services	Used parts, or assemblies; New, Remanufactured Parts and Workmanship Warranty for Electrical Components; or Services of any form provided through but not limited to Supplier's Crushing Solutions or Engineering entities (applicable from date of completion)	2.1, 2.2, 2.3, 2.4, 2.6
WT0003	6 Months	Used Parts and Assemblies, New Parts, and Workmanship	Used Assemblies that have not been repaired; Assemblies that have been repaired to a minimal scope of repair; New Assemblies (e.g pumps)	2.1, 2.2, 2.3, 2.4, 2.6
WT0004	12 Months	Goods	Goods or items provided through but not limited to Supplier's Crushing Solutions or Engineering entities.	N/A
WT0005	6,000 Hrs/12 Months	6,000 Hrs/12 Months New Parts and Workmanship	Standard Repair Component assemblies, including but not limited to; select Drive line components, Engines, Front wheel groups, Cooling assemblies including Fans and Hydraulic cylinders	2.1, 2.2, 2.3, 2.4
WT0006	10,000 Hrs/24 Months	10,000 Hrs/24 Months New Parts and Workmanship	Enhanced Repair Component assemblies, including but not limited to select Drive line components, Engines, Front wheel groups and Cooling assemblies	2.1, 2.2, 2.3, 2.4, 2.5, 2.6
WT0007	12,000 Hrs/24 Months Pro-rata	6,000 Hrs full, Pro-rata 6001 to 12,000 Hrs Warranty	GDY 106 Wheel Motors, Select Enhanced wheel groups	2.1, 2.2, 2.3, 2.4, 2.5
WT0008	Various	Automotive Manufacturer Warranty Transferred	Automotive Products purchased from Supplier will reflect the original manufacturer express warranty periods and conditions included all cooling products fitted to on road vehicles and machinery.	2.4, 2.6
WT0009	7,500 Hrs/18 Months	7,500 Hrs/18 Months Cor Cooling™ Products	Products purchased outright, not fitted by Supplier	2.4, 2.6
WT0010	12,000 Hrs/24 Months	12,000 Hrs/24 Months Cor Cooling™ Products	Components used within the Supplier's Service Exchange Radiator	2.4, 2.6
WT0011	Operating pressure below 350 PSI; 7,500 Hours/18 Months Tubes & Frame; 12,000 Hours/36 Months Seals. Operating Pressure above 350 PSI; 12 months tubes and frame; 18 months seals.	Low Pressure Removable Tube and Seal Cooling products; 12,000 Hrs/36 Months Cooling Products	Removable Tube and Seal: Radiators, Fluid Coolers, Charge Air Coolers & Heat Exchangers; Components used within the Supplier's Service Exchange Radiator	2.4, 2.6
WT0012	Operating Pressure above 350 PSI; 12 months tubes and frame; 18 months seals	High Pressure Removable Tube and Seal Cooling products; Low Pressure Removable Tube and Seal Cooling products	Removable Tube and Seal: Radiators, Fluid Coolers, Charge Air Coolers & Heat Exchangers; Removable Tube and Seal: Radiators, Fluid Coolers, Charge Air Coolers & Heat Exchangers	2.4, 2.6
WT0013	12,000 Hrs/24 Months Pro-rata	6,000 Hrs full (applies to all new parts and workmanship, 6001 to 12,000 Hrs Pro-rata, applies to radiator parts and workmanship only, Supplier rebuilt Component High Pressure Removable Tube and Seal Cooling products	Exchange Radiator Nose Cone Module Warranty, Exchange Radiator Warranty, Removable Tube and Seal: Radiators, Fluid Coolers, Charge Air Coolers & Heat Exchangers	2.1, 2.4, 2.6
WT0014	As agreed between Supplier and Principal	Equipment, Used or New parts and Assemblies	Items of equipment or machinery provided by the Supplier which have specific warranty terms agreed Exchange Radiator Nose Cone Module Warranty	2.1, 2.2, 2.3, 2.4, 2.5, 2.6

GENERAL WARRANTY

GUIDANCE NOTES

1.0 Supplier is H-E Parts International, LLC or any of its subsidiary companies, including but not limited to its Cooling Solutions, Crushing Solutions, Mining Solutions, Engineering and Dom-Ex divisions.

2.0 Principal is the initial purchaser of the item, goods, services or components.

3.0 Component, part, item, assembly or good may be used interchangeably.

4.0 Where hours (Hrs) or months are indicated, the warranty period will terminate whichever time period is reached sooner.

5.0 A pro-rata warranty period starts at 100% and falls to 0% coverage at the conclusion of the warranty period.

6.0 Birrana™, CME™, StaterraPower™, Auspactor™ and COR Cooling™ are registered trademarks

7.0 Warranty periods commence upon delivery to the delivery point detailed in the applicable purchase order or sales order confirmation, the default delivery point is ex-works supplier's nominated facility. In the case of services unless otherwise stated, the warranty period commences upon completion of the services.

8.0 The following terms are as universally recognised;

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| ■ Assembly | ■ Removable tube and seal |
| ■ Assemblies | ■ Service exchange |
| ■ Automotive Products | ■ Wheel motors |
| ■ Radiators | ■ Workmanship |
| ■ Radiator nose cone | ■ Coolers (charge air or fluid) Components (electrical, new repair or used) |
| ■ Remanufactured parts | ■ OEM (original equipment manufacturer) |

1. CONDITIONS

1.1 To the extent Supplier is unable by law to exclude its liability, and unless otherwise stated herein to the contrary, Supplier's obligations in respect of the goods and/or services shall be limited at the Supplier's option, to repair or replacement, any defective goods, or in the case of services, re-performing the same service or refunding the cost of providing the services as Principal's sole remedy.

1.2 The General Warranty is provided to Principal and is not transferable.

1.3 For the purposes of the General Warranty "overload" means the 10/10/20 rule. If the machine loading exceeds the OEM rated payload by 10% for 10% or more of the time, or if the loading exceeds the rated payload by 20% at any time, the General Warranty will be void.

1.4 Supplier is not liable for any costs incurred by Principal for the removal and reinstallation of any defective part or assembly.

1.5 Where requested, failure to return installation and commissioning records may void the General Warranty.

1.6 Supplier is not liable for any costs incurred to transport the equipment, parts or goods back to Supplier for repair if such repair cannot be performed at Principal's site. Where supplier determines that repairs must be completed at Principal's site, all reasonable costs, including travel, accommodation, and onsite specific costs, shall be borne by Principal.

1.7 The General Warranty does not include re-used parts or second-hand goods which are supplied on an "as is" basis for a principle owned component or parts that are directed to be reused by a principle in any type of repair.

1.8 Dismantling of any component without prior approval from Supplier will void the General Warranty.

1.9 Unless otherwise specified, lubrication and/or cooling fluid or oil must be supplied to the part or assembly according to latest OEM specifications, including OEM recommended change out periods. Use of alternate lubrication or cooling fluid or oil may void the General Warranty.

1.10 Any claim under the General Warranty must be made within the specified warranty period and is subject to Supplier's Warranty Claim Procedure (Section 3).

1.11 Repair, reperformance or replacement under the General Warranty does not restart the Warranty Period, the Warranty Period will continue from the initial start date.

1.12 Notwithstanding anything contained in the General Warranty or any related Purchase Order, contract or agreement to the contrary, Supplier is not liable for any consequential loss of any nature whatsoever, whether foreseeable by either party arising as a result of any defective item or service referenced herein, and Principal releases and indemnifies Supplier in respect of any such loss, regardless of the cause. Costs to Supplier contemplated by the General Warranty shall at all times be limited to the value of the defective goods or services in question.

1.13 General Warranty provisions do not cover damage or defects caused by, or contributed to by:

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| ■ Fair wear and tear | ■ Not used in conformance with OEM specifications or any other specifications that may be notified by Supplier to Principal |
| ■ Negligent use or improper application | ■ Internal corrosion, external corrosion, overheating as a result of internal or external contamination |
| ■ Alterations, repair, maintenance, or modifications, other than by Supplier | ■ Transport related damage (irrespective of delivery point) |
| ■ Incorrect storage | |
| ■ Accidents or overloading | |
| ■ Over-pressuring caused by malfunction of relief devices | |

1.14 In the event of any signs of malfunction, Principal must report details to Supplier's representative as soon as reasonably practicable. Failure to comply with this condition may result in serious damage and void the General Warranty.

2. COMPONENT SPECIFIC CONDITIONS

2.1 Bearings and Gears

Bearings and gears are not covered for the following damage modes and any resulting surface originated fatigue resulting from such damage:

- Abrasive wear, grooving or bruising caused by foreign particles
- Corrosion etching caused by water or moisture in the lubricant
- Brinelling or case crushing caused by impact, shock or high loads
- Burns caused by electric current

2.2 Mechanical Face Seals

(a) Supplier warrants that mechanical face seals have been tested for leaks prior to components being dispatched to Principal and have been found to hold pressure.

(b) Seal life is subject to factors outside of Supplier control, such as brake cooling pressure and cooling oil viscosity, therefore the General Warranty for mechanical face seals expires after six months from the time of delivery of the component to Principal.

(c) The General Warranty for mechanical face seals is void if brake cooling pressures are not maintained within the OEM specified range and if lubrication does not comply with Section 2.4.

(d) Should a component be subject to premature mechanical face seal failure that cannot be attributed to new parts or workmanship, Principal agrees to pay for seal replacement. Where the mechanical face seals are replaced by Supplier, the Warranty Period will be suspended for the period the component is out of service and any remaining Warranty Period on other parts within the component will continue to run when the returned to service.

2.3 Brakes

(a) Supplier warrants that brake assemblies have been tested in the park and service circuits (where relevant) prior to components being dispatched to Principal and have been found to hold pressure.

(b) Brake life is subject to factors outside Supplier's control, therefore the General Warranty for brakes expires after six months from the time of delivery of the component to Principal.

(c) Should a component be subject to premature brake failure that cannot be attributed to new parts or workmanship, Principal agrees to pay for repairs to the brake. Where the brake is repaired by Supplier, the hours on the component will be logged, and any remaining General Warranty on other components in the component will continue to run when the component is returned to service.

2.4 Lubrication & Coolant

(a) Unless otherwise specified all lubrication and coolant must be supplied and installed according to latest OEM specifications, including OEM recommended change out periods.

(b) Where Supplier has specified an alternate lubricant or coolant to be used, failure to use the specified product will void the General Warranty.

2.5 Birrana™ Enhancements for wheel ends

The General Warranty is conditional on the following Birrana™ enhancements being installed in the wheel end where appropriate:

2.5.1 All wheel groups

- Wheel bearing spacer
- Birrana™ specification cup and cone fits
- Birrana™ specification wheel bearing adjustment
- Optimised mechanical face seal "U-gaps"

2.5.2 Rear wheel group only

- Hardened, splined anchor hub spacer
- Contamination guard
- Locked thrusts

2.5.3 Front wheel group only

- Birrana™ wheel bearing retainer plate

2.6 Cooling Systems – stray current

- Damage caused by stray current in the equipment's cooling system will void the General Warranty.
- Installation issues or failure to replace appropriate isolator mounting points may void warranty.

3. WARRANTY CLAIM PROCEDURE

3.1 Advise Supplier of the intention to submit a warranty claim.

3.2 Deliver the good at Principal's cost to Supplier.

3.3 Provide Supplier a copy of Principal's original purchase order and supplier invoice.

3.4 Provide Supplier a Principal purchase order with a description of the good and clearly mark "subject to warranty claim".

3.5 Provide a detailed written description of the nature of the defect, along with all service information pertaining to the engine and related components.

3.6 Provide any other information reasonably required by Supplier.

3.7 Supplier reserves the right to provide an alternate warranty procedure if conditions, in Supplier's reasonable judgement, deem necessary.

3.8 Goods and services from third parties are supplied on an as is basis and the General Warranty does not apply. The Supplier must make best commercial effort to hold any manufacturers warranties on trust for Principal's benefit and take all reasonable action to enforce those warranties but is unable to guarantee the same.

4. SEVERABILITY AND DISCLAIMER

Warranty conditions required by law in the location where the goods are delivered, or the services performed shall always prevail. If any provision of the General Warranty held to be invalid, unenforceable, or unlawful by any authority or court having proper jurisdiction, the balance of this General Warranty shall remain in full force and effect. Except as otherwise expressly provided for in the General Warranty, Supplier makes no warranty or guarantee, express or implied, including no warranty of merchantability or fitness for a particular purpose, regarding any services performed, or goods supplied.

This document and other policies can be found on our website www.h-e-parts.com