

WARRANTY CONDITIONS 2023

ETRACK Mobile crushing and screening equipment

THESE ARE ETRACK'S GROUP STANDARD LIMITED WARRANTY CONDITIONS FOR NEW CRUSHING AND SCREENING EQUIPMENT, COMPONENTS, PARTS AND SERVICES.

1. WARRANTY.

ETRACK N.V. warrants new crushing and screening equipment, as well as components and spare parts thereto supplied by ETRACK under the contract between ETRACK and its purchaser ("contract"), to be free from defect in materials and workmanship in accordance with this warranty. Subject to clause 4.2, wear parts and consumables are not warranted. This warranty covers the first purchaser or first user ("user") and is **not transferable** without ETRACK's prior written consent.

In case a user purchases Demo or rental equipment from a ETRACK authorized dealer, the remaining original warranty period may be transferable to the new owner and must be confirmed by ETRACK in writing upon receipt of a completed CWR-form as described in section 2.

2. DURATION AND ACTIVATION.

Warranty for new equipment, unless otherwise agreed in the contract, is valid for 12 month's or for 1500 operating hours, whichever comes first, counted from the date when commercial operation of the equipment starts.

The warranty period expires, and whether in case of extended storage, delayed start-up, repairs or otherwise, after 18 months from the original delivery of the equipment to the purchaser or ETRACK's written notification of readiness for shipment at the latest, counted in accordance with the delivery term in the contract.

In case of equipment, the Commissioning and Warranty Registration (CWR) form shall be filled in and sent to ETRACK within 10 days from the CWR inspection. Subject to applicable mandatory law warranties becomes effective only if ETRACK receives the properly filled CWR form. The CWR form must be signed by the owner / operator of the equipment and by the authorized person who performed the start-up / commissioning. Only fully completed forms shall be accepted.

Unless otherwise agreed in the contract, warranty period for **components and spare parts** supplied by ETRACK are six months from the delivery to the user or 1000 operating hours, whichever comes first. The warranty period expires, in case of extended storage, delayed installation, repairs, replacements or otherwise, after 12 months from the original delivery of the component or spare part to the user at latest.

If the equipment, components or spare parts are used more intensely than specified by ETRACK or against good industry practice, above periods of time shall be reduced proportionally as determined by ETRACK in good faith.

3. REMEDY.

ETRACK shall, at its option, either repair the defect or replace the defective equipment, component or part under this warranty. Repair work shall be carried out by ETRACK or its authorized representative at the place decided by ETRACK.

The user may have the right to carry out the warranty repair or replacement only subject to ETRACK prior written consent. Any outside contractor interference must be pre-authorized by ETRACK in writing and shall carry a ETRACK authorization number. Verbal authorization is not permitted and shall not be considered authorized and therefore not be credited. Costs resulting from preparatory work, auxiliaries or plant environment shall not be reimbursed. No compensation shall be paid by ETRACK for overtime, Sunday or other holiday work nor for any removal or installation costs.

Replacement or repair of parts and / or components according to this warranty terms shall not extend or renew the original warranty period for any new equipment or spare part. The remaining original warranty period shall apply only.

Unless otherwise agreed, transport of the machine or part or component from site to ETRACK (or other repair shop or replacement source) and to site in connection with remedying of defects under this warranty shall be at the risk and expense of the owner. The defect in question shall be clearly marked on the part, component or equipment, which must be packed properly and in such a way that ETRACK can carry out a defect or fault analysis reliably.

3.1 Compensation

ETRACK shall credit warranty expenditure for approved claims only.

Labor hours for authorized service personnel shall be compensated at ETRACK's fixed hourly rate. The hourly rate may be adapted to market situation from time to time and shall be solely at ETRACK's discretion.

Diagnostic time shall be compensated at labor hour rate, limited to a maximum of two (2) hours per warranty case.

Approved **sub-contractor** labor shall be compensated at ETRACK's labor rate.

Travel labor hour rate shall be compensated at ETRACK's fixed hourly rate, limited to a maximum of four (4) hours travel time per warranty case. The hourly rate may be adapted to market situation from time to time and shall be solely at ETRACK's discretion.

Travel mileage shall be compensated at ETRACK's fixed km rate, limited to a maximum of 500 km per warranty case. The km rate may be adapted to market situation from time to time.

4. WARRANTY EXCLUSIONS.

4.1 Normal wear and tear, normal deterioration of machinery, components or parts. Machinery service or maintenance (as engine adjustments, performance adjustments and regular services and inspections etc.) service parts and lubricants and all subsequent damages.

4.2 Wear and tear parts and components as hoses, belts, rubber tires, blades, linings, discs, batteries, nozzles, lubricants, fuels, liquids, coolants, or other material and

parts per industry standard considered as consumables or wear and tear parts, apart from, but solely upon ETRACK's assessment and discretion, defective material or defects in workmanship causing premature failure or wear. In such case, ETRACK may upon ETRACK's discretion, as a sole remedy, grant a prorated credit upon industry accepted standards. In no case shall a prorated credit be granted if a seventy-five percent (75%) of typical wear or utilization of the component has been attained.

4.3 Components, parts and work, if repair or correction requires only minor effort such as changing of seals, tightening, adjustment or settings.

4.4 Any modifications or work if carried out by an unauthorized repairer or without ETRACK's prior consent.

4.5 Carelessness of the operators or service men, incorrect operation, maintenance, service or storage, overloading, or any use, action or omission against ETRACK' manuals or instructions.

4.6 Force Majeure events or any other circumstances beyond the reasonable control of ETRACK (such as transportation incurred damage, fire, lighting, flooding, earthquake, landslide, vandalism, labor dispute, war, riot, governmental action, utility shortage or excessive voltage fluctuation), or acts or omissions of the User or third party.

4.7 Parts, other than those approved by ETRACK, which have been used in after repair or maintenance work or are otherwise not of sufficed quality and design.

4.8 Defects or faults that have no significance to the operation of the equipment or plant, such as dents or surface scratches.

4.9 Defects or faults caused by materials or parts provided or designs or specifications specified by or on behalf of the User.

4.10 Any indirect or consequential damage or loss whatsoever, such as loss of profit, loss of production, downtime, business interruption, loss of business opportunity, capital costs, cost of substitute use, claims by third parties or loss of use.

4.11 Components not manufactured by ETRACK

Owner's warranty for engines, generators or other OEM manufacturer supplied parts, which are not manufactured by ETRACK, shall be warranted by the respective manufacturer of that part or component. It is the owner's sole responsibility to register the Diesel engine or other OEM manufacturer supplied equipment with the respective OEM manufacturer or its dealer network where applicable. The Diesel engine manufacturer covers any and all warranty issues related to the Diesel engine through his service network. The local service agent of the OEM manufacturer must be contacted by the owner of the warranty in case of any warrantable incident concerning the OEM manufacturer's equipment occurs.

5. REPORTING.

The User shall notify ETRACK in writing of any defect as soon as it becomes apparent or damage occurs and in no event later than 7 days after this Warranty expires in accordance with Clause 2 above.

Any warranty claim must be made within ten (10) working days after an incident occurs. ETRACK shall bear no responsibility whatsoever in respect to any claim for warranty which is made after more than ten (10) days after an incident occurred or with respect to incidents which occur after expiration of the warranty period.

5.1 WARRANTY CLAIM PROCEDURE & Timeline

ETRACK reserves the right to amend its warranty claim procedure from time to time for administration purposes. The warranty timeline is applicable to provide dealer and ETRACK the correct communication during the claim handling. Communications are happening via 1 email address warranty@ETRACK.net.

6. TITLE TO REPLACED PARTS.

Parts, components and equipment replaced under this warranty shall become the property of ETRACK upon ETRACK's request. ETRACK shall not send out parts for free, but the official representative will need to order his necessary parts and claim them back via the procedure. In the meanwhile, the dealer is obliged to pay the outstanding invoices on due time.

7. NO LIABILITY FOR OTHERS WORK.

ETRACK does not accept any liability for defects, faults or occurrences incurred as a result of any service, maintenance, repair or replacement carried out by others than ETRACK or its authorized representative.

8. GENUINE ETRACK PARTS REQUIRED.

No claim will be considered and this Warranty will be null and void to the extent any defect, fault or occurrence has been caused, fully or partly, as a result of the use of other than GENUINE ETRACK SPARE AND WEAR PARTS in the equipment or plant in question.

9. SERVICES.

ETRACK warrants that the services provided by ETRACK under a service contract shall be performed in a workmanlike manner. Unless otherwise agreed, no warranty of any kind is given by ETRACK as it comes to the result of the services. Upon User's notification, ETRACK shall investigate a claimed defect in the services and shall, in its sole discretion, either replace a defective part of the services again or reimburse the relevant portion of the price as User's entire and exclusive remedy.

10. APPLICABLE ETRACK COMPANIES AND PRODUCTS.

This Warranty shall apply only to the ETRACK equipment, components, parts and services and ETRACK companies specified in the Contract.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER LIABILITIES, WARRANTIES, CONDITIONS AND REMEDIES, WHICH ARE HEREBY EXCLUDED, DISCLAIMED AND WAIVED BY THE PARTIES WITH RESPECT TO ETRACK'S WARRANTY OBLIGATIONS FOR THE EQUIPMENT, COMPONENTS, PARTS AND SERVICES PROVIDED BY ETRACK OR A ETRACK GROUP COMPANY.