

# GLENCORE TECHNOLOGY

## Standard Warranty for Spare Parts

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### Document/Records Management

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## 1. Background

Glencore Technology develops, markets, and supports technology solutions for the global mineral processing, metals smelting and refining industries. It offers a range of specialist services to improve the productivity, availability or maintenance in plants, in addition to the supply of spare parts and aftermarket service for all its technologies.

## 2. Audience and Scope of Document

This warranty document outlines the terms and conditions in which GT provides its warranty to its clients; the first Purchaser of Goods. This document also outlines how to make a 'Warranty Claim'.

## 3. Definitions and Interpretation

### 3.1 Definitions

- **Date of Supply** means the date the Goods were delivered to the Purchaser in accordance with the delivery term under the relevant Purchase Order.
- **Goods** or **Spare Parts** means the GT supplied spare parts.
- **GT** means Glencore Technology Pty Ltd
- **GT Warranty** or **Warranty** means this document.
- **Purchase Order** means the Purchase Order in which the Goods were ordered under

### 3.2 Interpretations

In this Warranty document:

- references to parts, clauses, schedules, exhibits and annexures refer to them of, in and to this Warranty document unless explicitly stated;
- a reference to including, includes or include must be read as if it is followed by (without limitation);
- where an expression is defined, any other part of speech or grammatical form of that expression has a corresponding meaning;
- the singular includes the plural and vice-versa;
- a reference to any party includes that party's executors, administrators, substitutes, successors and permitted assigns;
- clause headings and sub-headings shall not be taken into consideration in the interpretation of the Agreement.

## 4. GT's Warranty Obligations

### 4.1 GT's Obligations

Subject to the terms and conditions of this Warranty, GT warrants to the first Purchaser of GT Goods that such Goods will be free from defects in materials and workmanship. Provided GT receives a completed GT Warranty Application

Form during the Warranty Period and GT accepts the Warranty claim, GT's obligation under this Warranty is limited, in GT's sole discretion and option to;

- a) repair the Goods, or
- b) replace the Goods, or
- c) refund the Goods at its order price value

The Warranty provided for in this Warranty document is the sole and exclusive warranty and remedy given by GT in respect of any Goods or Spare Parts.

## 4.2 Warranty Period

The Warranty Period will be 12 months from the Date of Supply. Subject to Section 4.3, under no circumstances will there be an extension of the Warranty Period.

## 4.3 Warranty on replaced parts

Upon successful remedy of a defect to the Goods, the warranty on the replaced or repaired Goods shall be a further 12 months from the date of such replacement or repair.

# 5. Warranty Claim

## 5.1 Claim by Purchase

For a Purchaser to seek a warranty claim, the Purchaser must notify GT in writing and without delay of any defects that have occurred and provide GT the reasonable opportunity to inspect and remedy the defect.

## 5.2 Warranty Application Form

Warranty claims must be provided in writing using the 'Warranty Application Form' shown in Appendix 1. Please fully complete this form and submit it to either your GT contact or to [service@glencore.com.au](mailto:service@glencore.com.au). Warranty claims must be submitted within 14 days upon discovery of the defect. Any incomplete submissions or submission submitted 14 days after the discovery of the defect will be declined and the Purchaser will have no right to have the defect remedied under this Warranty.

The Purchaser must submit a separate **Warranty Application Form** for each defect in the Goods they wish to claim.

Where the defect is such that it may cause damage or injury, the Purchaser must immediately cease using the Goods and any equipment that utilizes the Goods. The Purchaser will bear the risk of damage or injury resulting from their failure to notify. The Purchaser must comply with any instructions provided by GT.

## 5.3 Evidence

The Warranty Application Form must be submitted with clear photographic evidence of the defect or failure, accompanied by any other supporting evidence of the defect. GT may request further evidence or information from the Purchaser to assess the claim. The Purchaser is not permitted to charge GT for this request and must provide such requested information within 5 business days.

It may be necessary to return the defective Goods to GT. If requested by GT the Purchaser must send the defective Goods to a point nominated by GT within 20 business days of such request. If the Warranty Application is successful, GT will credit the reasonable value of any freight associated with the return of the Defective Goods.

Failure to provide the information or return the defective Goods will immediately suspend the Purchaser Warranty Claim. If there are any cumulative delays of over 14 calendar days in responding to GT's request/s relating to the claim, the Purchaser's Warranty Claim will be immediately terminated and the Purchaser will not be entitled to submit another claim for the same defect.

## 5.4 Proof of Purchase

As shown in the **Warranty Application Form**, all Warranty Claims must include a proof of purchase, either in the form of:

- a) a copy of the Purchaser's Purchase Order; or
- b) a copy of GT's Sales Order Acknowledgement or if that is not available, the Sales Order Number.

Ideally, if both are available to be provided, the Purchaser shall provide both.

## 5.5 Return Policy

During the time GT is assessing, repairing or replacing the defective Goods, the Purchaser must properly store the Goods at the Purchaser's costs for up to 90 days from claim settlement. At the time of assessing a Purchaser's Warranty Application Form, GT may instruct the Purchaser to dispose of or return to GT the defective Goods. The costs of disposal by GT's instruction or return of the defective Goods will be borne by GT.

In the event of the Purchaser's Warranty Claim being accepted title to the defective Goods will be transferred to GT

## 6. Exceptions

This Section 6 outlines the situations where GT's Warranty will not apply.

### 6.1 By Law

To the maximum extent permitted by law;

- a) all terms, conditions, warranties, undertakings, duties or remedies implied by law or statute in relation to the Goods are excluded;
- b) GT expressly excludes any liability whatsoever to any party, other than the Purchaser as first end user.

## 6.2 By Failure To Follow GT's Instructions

GT does not warrant and expressly excludes any liability for:

1. ordinary and operational wear and tear, corrosion or erosion of the Goods incurred either through the usage or the storage of the Goods;
2. damage caused by the Purchaser's failure to operate or use the Goods in accordance with GT operating instructions. This includes:
  - a) damage caused due to overloading or failure to pay proper or due attention to the service and operating instructions;
  - b) damage caused by the Purchaser accidentally;
  - c) damage caused by working beyond the rated and approved capacities or caused by exceeding or not meeting the recommended operating variables;
3. damage caused by abuse, misuse (including intentional misuse), negligence (including negligent repairs) or failure of the Purchaser to store or maintain the Goods properly in accordance to GT's storage and maintenance instructions or normal industry standard of storage of similar Goods;
4. damage to any third party goods caused by GT Goods;
5. any damage caused by goods that are not GT's Goods;
6. any defect or damage arising out of missing, faulty or incorrect criteria, application data or other information provided or informed to GT by the Purchaser or its agent which GT has relied upon;
7. improvements, modifications or updates to the Goods made without GT's knowledge and written consent;
8. Goods that can be repaired or corrected with minimum action such as but not limited to, changing of seals, tightening or adjustment;
9. any defect or damage arising out of materials or designs provided, specified or stipulated by the Purchaser, or any other defect or damage which are a consequence of the Purchaser's action or stipulation;
10. damage caused by use of the Goods not for its intended purposes;
11. use of the Goods or equipment that incorporates the Goods by unqualified operators; or
12. use of the Goods or equipment that incorporates the Goods after the Purchaser (or any of its personnel) become aware or ought to be aware, of any form of fault in (or problem with) the Goods or any equipment that incorporates the Goods.

## 7. Limitations

### 7.1 Limitation on Liability

GT's total aggregate liability arising out of or in connection with any Goods (including a claim in tort or under statute) is limited to the purchase price paid for the Goods in relation to which the liability arises.

### 7.2 Warranty is Limited to GT Goods Only

This Warranty will only cover Goods provided by GT. No liability shall result from goods that are not provided by GT. The use of non-GT goods will void this Warranty when such non-GT goods have caused or contributed to any damage to GT's Goods.

## 7.3 No Suspension and Assignment

This Warranty shall not be suspended on the basis of non-use, intermittent use or any other reason.

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 GT to any third party will be void and ineffective, unless GT has provided its prior written consent to the Purchaser. In no event will an assignment extend the initial warranty period on the Goods.

## 7.4 Implied Warranty

Unless provided by the Purchase Order, this Warranty is in lieu of all other warranties or conditions express, implied or statutory. GT 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 Goods.

Furthermore 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 GT in writing. This Warranty contains the entire warranty terms and conditions between GT and the Purchaser.

## 7.5 Exclusion of Consequential Damages

GT 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, loss or denial of any other opportunity; loss of access to markets; cost of sourcing any alternate supply or substitute for the 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 Purchase Order or the 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 managers and employees.

The Purchaser waives all claims it may have for any consequential loss against GT, the members of the Glencore Group, or any of either of their affiliates, contractors, subcontractors, consultants, employees, agents, for any of the types of loss or damage specified in this clause 7.5, and indemnifies them and holds them harmless in relation to the same.

# 8. Miscellaneous

## 8.1 Precedence

If any inconsistencies exist between this Warranty and any other applicable agreement, then this Warranty shall take precedence in regard to such inconsistency.

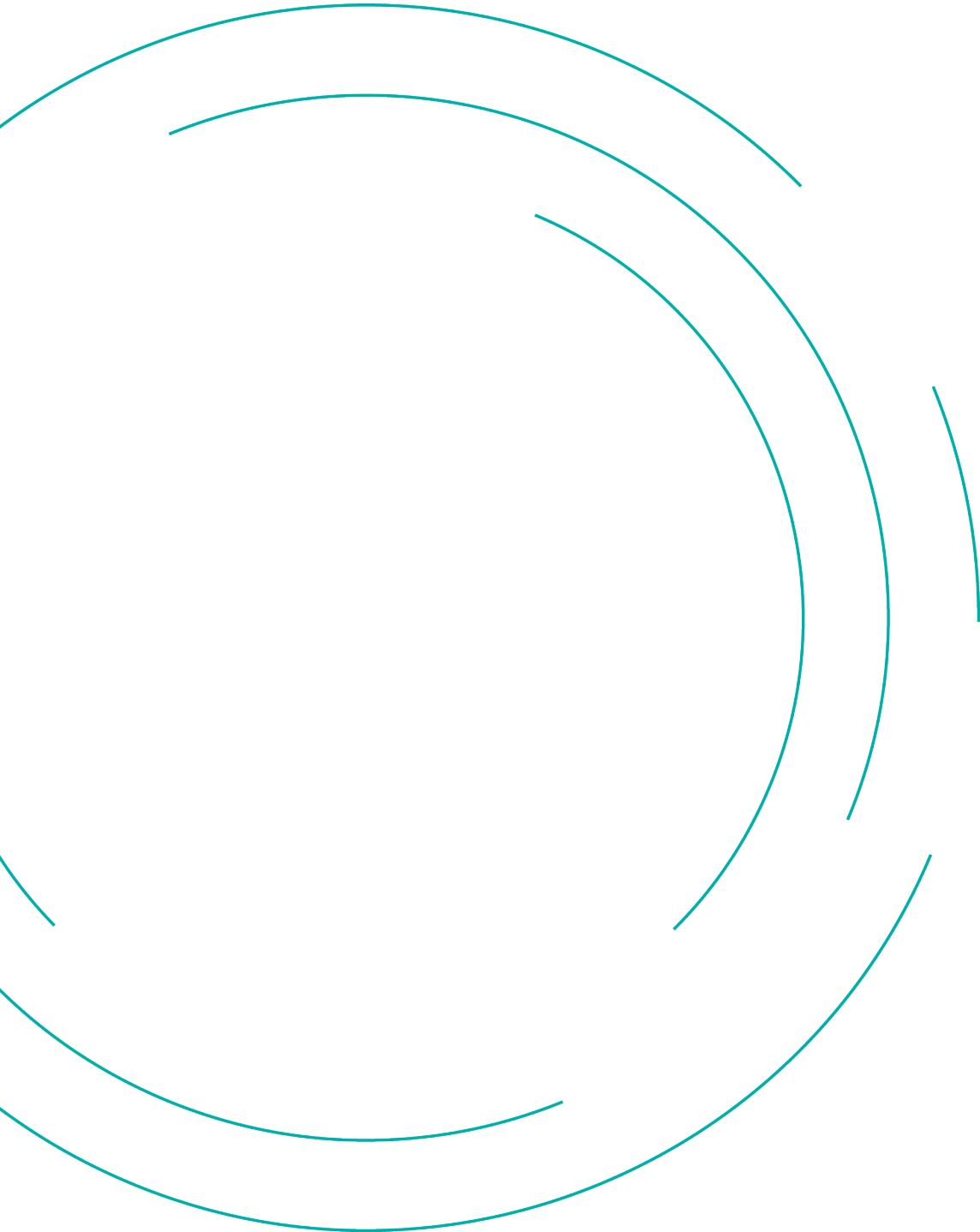
For clarity, this Warranty shall take precedence over GT document LCA-GT-CT0002.pdf in relation to any inconsistencies.

## 9. Appendix 1: Warranty Application Form

Please print this page only and submit the form to either your GT contact or to [service@glencore.com.au](mailto:service@glencore.com.au)

<b>Date:</b>		<b>Purchaser Business Name</b> <i>(Required)</i>	
<b>Purchaser Part No.</b>		<b>GT Part No.</b> <i>(Required)</i>	
<b>Serial Number (if applicable)</b>		<b>Part Name</b>	
<b>Purchase PO No.</b> <i>(Required)</i>		<b>GT Sales Order No.</b>	
<b>Date Detected</b> <i>(Required)</i>		<b>Initiated By</b>	
<b>Purchaser phone</b>		<b>Email of Purchaser</b>	
<b>Stage Discovered</b>	Choose an item.	<b>Equipment Type</b>	Choose an item.
<b>Spart Part at Site? Y/N</b>		<b>Warranty No.</b> <i>(GT to complete)</i>	
<b>Short Title Description of Defect</b>			
<b>Description of Defect and other relevant details.</b> <b>Note: Purchaser must attach photos showing defect and any other supporting evidence.</b>			
<b>Comments</b>			
<b>Proposed Action to Correct Non-Conformity</b> <i>(GT to complete)</i>			
<b>Comments</b>			
<b>Corrective Action</b> <i>(GT to complete)</i>			
<b>Comments</b>			
<b>Supplier Representative</b>		<b>Date</b>	
<b>Close Out Date</b> <i>(GT - Required)</i>		<b>Closed Out By</b> <i>(GT - Required)</i>	





# GLENCORE TECHNOLOGY

Level 29, 180 Ann Street, Brisbane QLD 4000 · Australia  
Tel +61 7 3833 8500 · Web [www.glencoretechnology.com](http://www.glencoretechnology.com)

A GLENCORE Company

Glencore Technology Pty Limited ABN 65 118 727 870