

SANDVIK ROCK PROCESSING SOLUTIONS EXTENDED WARRANTY STATIONARY EQUIPMENT

(Effective from 1 September 2023)

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This document was last updated: August 2023.

1. BACKGROUND AND DEFINED TERMS

- 1.1. Sandvik is the supplier of certain Sandvik Equipment to: (a) the Sandvik Distributor; or (b) a direct-sales customer (in each case, the “Purchaser”).
- 1.2. This document (the “**Sandvik Extended Warranty**”) applies to the Purchaser only and sets out, where purchased or provided in a Contract, the extended terms and conditions in addition to the Sandvik Standard Warranty upon which Sandvik will repair or replace Warranted Sandvik Equipment that is, or becomes, Defective during the Sandvik Extended Warranty Period.
- 1.3. Capitalised words and phrases (defined terms) used in this Sandvik Extended Warranty shall have their respective meanings given in the Sandvik Standard Warranty, or in all other cases, the [Glossary](#).
- 1.4. The rules of interpretation set out in Section 8.2 (INTERPRETATION) shall apply to this Sandvik Extended Warranty.

2. RELATIONSHIP TO THE SANDVIK STANDARD WARRANTY

- 2.1. This Sandvik Extended Warranty:
 - (a) applies in addition to the Sandvik Standard Warranty; and
 - (b) shall be read together with the Sandvik Standard Warranty.
- 2.2. Except as expressly provided otherwise in this Sandvik Extended Warranty the:
 - (a) Warranty Claim Handling Process (Section 6);
 - (b) Warranty Exclusions (Section 7); and
 - (c) Limitations (Section 10),

in each case set out in the Sandvik Standard Warranty shall apply equally, as if set out in full, to Warranty Claims made under this Sandvik Extended Warranty.

3. CONDITION INSPECTIONS

- 3.1. At Sandvik's option, and at the operating hour intervals described in [Exhibit B](#), Sandvik (or its service partner) may attend the Equipment Location for the purpose of completing a Condition Inspection.
- 3.2. The Purchaser is solely responsible for requesting and booking a Condition Inspection at the operating hour intervals described in [Exhibit B](#).
- 3.3. In cases where a Condition Inspection is to occur:
 - (a) the Condition Inspection shall be carried out as a “*service*” subject to the Sandvik Terms and Conditions of Supply; and

- (b) the Purchaser shall ensure that Sandvik (or its service partner) is given all reasonably requested:
 - (i) access to the Equipment Location; and
 - (ii) cooperation in connection with the Condition Inspection.

- 3.4. The Extended Warranty (and Sandvik's obligations under the Extended Warranty) is subject to the successful completion of:

- (a) each Condition Inspection (where applicable); and
- (b) any remedial actions reasonably required by Sandvik resulting from the Condition Inspection within fourteen (14) calendar days from (and including) the day on which the Purchaser receives Sandvik's written remedial actions report unless otherwise expressly agreed by an authorised representative of Sandvik in writing.

- 3.5. Sandvik's obligations under the Extended Warranty with respect to: (a) the Nominated Parts identified as requiring remedial action; and (b) any other Nominated Parts affected by such defective Nominated Parts, shall be suspended unless and until completion of the required remedial actions to Sandvik's reasonable satisfaction.

- 3.6. If the Purchaser fails to perform its obligations under Sections 3.2 to 3.4 (inclusive), or otherwise causes an unreasonable delay and/or frustration to the Condition Inspection (whether or not the Condition Inspection has or could be completed), then the Sandvik Extended Warranty shall not apply to the affected Sandvik Equipment.

- 3.7. The Condition Inspection and (except for the replacement of Nominated Parts which are Defective and covered under this Sandvik Extended Warranty) any resulting remedial actions required by Sandvik resulting from the Condition Inspection shall be conducted at the Purchaser's cost and expense.

4. MACHINE ASSESSMENTS

- 4.1. Sandvik Equipment is subject to, and will require, a Machine Assessment as follows:

- (a) where the Purchaser requests an Extended Warranty in respect of Used Sandvik Equipment (other than screens and feeders) before the Extended Warranty commences; and
- (b) thereafter and in respect of all Sandvik Equipment (including screens and feeders), on the expiry of each:
 - (i) thirty-six (36) calendar month period commencing from and including the Delivery Date in

respect of screening and feeding equipment; and

- (ii) sixty (60) calendar month period commencing from and including the Delivery Date in respect of all other Sandvik Equipment.

4.2. The Purchaser is solely responsible for requesting and booking a Machine Assessment as required by Section 4.1.

4.3. The Extended Warranty (and Sandvik's obligations under the Extended Warranty) is subject to the successful completion of:

- (a) the Machine Assessment (where applicable); and
- (b) any remedial actions reasonably required by Sandvik resulting from the Machine Assessment.

4.4. The Machine Assessment (and any resulting remedial actions required by Sandvik resulting from the Machine Assessment) shall be conducted at the Purchaser's cost and expense.

5. AUXILIARY AUDIT

5.1. All Sandvik Equipment sold under a Sandvik Reborn Package shall be subject to an Auxiliary Audit.

5.2. The Extended Warranty (and Sandvik's obligations under the Extended Warranty) is subject to the successful completion of:

- (a) an Auxiliary Audit (where applicable); and
- (b) any remedial actions reasonably required by Sandvik resulting from the Auxiliary Audit.

5.3. The Auxiliary Audit (and any resulting remedial actions required by Sandvik resulting from the Auxiliary Audit) shall be conducted at the Purchaser's cost and expense.

6. EXTENDED WARRANTY COVERAGE

6.1. Subject at all times to:

- (a) the Purchaser's performance of its obligations under this Sandvik Extended Warranty;
- (b) completion of the Sandvik Warranty Registration Process (if applicable) and the Warranty Claim Handling Process described in the Sandvik Standard Warranty; and
- (c) the warranty exclusions specified in Section 7 (WARRANTY EXCLUSIONS) and the limitations described in Section 10 (LIMITATIONS), in each case, of the Sandvik Standard Warranty; and
- (d) the Extended Warranty Specific Conditions specified in Section 7 (EXTENDED

WARRANTY SPECIFIC CONDITIONS),

if, within the relevant Extended Warranty Period, Sandvik receives written notice from the Purchaser of a Defective Nominated Part then, where Sandvik accepts the Warranty Claim in accordance with the Warranty Claim Handling Process, Sandvik warrants that it shall (at Sandvik's option) either: (i) repair; or (ii) replace, such Defective Nominated Parts in accordance with Section 9.3 of the Sandvik Standard Warranty (and, for this purpose, references in the Sandvik Standard Warranty to "Defective Sandvik Goods" shall be construed as references to the relevant Defective Nominated Part) (the "Extended Warranty").

7. EXTENDED WARRANTY SPECIFIC CONDITIONS

7.1. To ensure quality, performance, and overall product safety, the Extended Warranty (and Sandvik's obligations under it) shall only if:

- (a) the Purchaser uses Sandvik Spare Parts and Sandvik Consumables at all times during the Total Warranty Period;
- (b) the Purchaser places orders for Sandvik Spare Parts and Consumables promptly and without delay to ensure that all necessary Sandvik Spare Parts and Consumables are available at the Purchaser's site when needed;
- (c) the Purchaser ensures that operation and all scheduled and required maintenance of the Sandvik Equipment is performed as specified in the applicable operator and maintenance manuals (including daily (document code LCSPID) and weekly (document code LCSPIW) inspection routines);
- (d) the Purchaser, promptly upon Sandvik's request, provides the maintenance reports evidencing compliance with Section (c);
- (e) the Purchaser fully performs its obligations under Section 3 (CONDITION INSPECTIONS);
- (f) the Purchaser gives Sandvik reasonable advance notice of its equipment usage plan in order to enable Sandvik to schedule Condition Inspections;
- (g) with respect to the completion of the mandatory Condition Inspections:
 - (i) the Purchaser ensures that the number of Condition Inspections agreed in the Contract (including in the relevant Quotation) are completed during the Total Warranty Period and at the

- intervals required in the Sandvik Standard Warranty and this Sandvik Extended Warranty; and
- (ii) the Purchaser, at all times, uses Sandvik or its approved service partner to: (a) perform the Condition Inspections; (b) provide technical assistance; and perform necessary remedial actions;
 - (h) the Purchaser makes the Sandvik Equipment available to Sandvik at reasonable times during normal working hours and days for the required Condition Inspections; and
 - (i) the Purchaser provides, at its cost and expense, a suitable service facility for Sandvik to complete Condition Inspections (including ensuring that Sandvik's representatives are provided with: (a) a safe working space around the Sandvik Equipment; (b) lifting and welding equipment (including the labour to operate); (c) a storage area for required Sandvik Spare Parts and Sandvik Consumables; (d) water; (e) compressed air and gas; (f) electricity; and (g) adequate and appropriate lighting.
- 7.2. To the maximum extent permissible under applicable laws and without limiting the Excluded Events, the Extended Warranty expressly does not cover:
- (a) costs associated with Sandvik Spare Part or Sandvik Consumables replacements (these costs are not included in the cost of inspections);
 - (b) freight of components;
 - (c) except where agreed by Sandvik in writing, lifting and crane costs;
 - (d) repair labour costs related to failures covered by Extended Warranty;
 - (e) any failures caused by or resulting from:
 - (i) the Purchaser's failure to store, maintain, repair or operate the Sandvik Equipment properly following the guidelines provided in the Sandvik Equipment's operating and maintenance manuals and related materials;
 - (ii) overload, abuse, misuse, negligent repairs, corrosion, erosion and normal wear and tear, the Purchaser's workmanship, or alterations;
 - (iii) accidents, any defects in materials provided by the Purchaser;
 - (iv) modifications made to the Sandvik Equipment without express written consent of Sandvik;
 - (v) failure of attachments not manufactured or supplied by Sandvik;
 - (vi) failures and progressive damage resulting from the use of parts not approved by Sandvik; or
 - (vii) failures caused by uncrushable objects;
 - (f) costs associated with loss of production, loss of use of equipment, third-party property or claims, and all associated incidental costs, including but not limited to any disassembly, mobilization, or reconstruction;
 - (g) cost of renting or leasing a back-up unit, any form of manipulator, costs of transportation for obtaining replacement equipment or components, telephone or other communication expenses, or any other consequential or indirect loss whatsoever; or
 - (h) any and all applicable taxes, duties or liens.
- 8. GENERAL**
- 8.1. Sections 10 (LIMITATIONS) and 11 (GENERAL) of the Sandvik Standard Warranty apply *mutatis mutandis* in this Sandvik Extended Warranty.
- 8.2. **Interpretation:** Any list, word, or phrase following the words **including, include, in particular, for example**, or any such similar expression shall be construed as having the phrase **without limitation** following them.

GLOSSARY

In this **Sandvik Extended Warranty**:

Word/Phrase	Meaning
Auxiliary Audit	means an inspection under a Sandvik Reborn Package carried out by or on behalf of Sandvik to determine the condition and status of the relevant auxiliaries and any remedial action necessary before the Sandvik Extended Warranty will apply.
Condition Inspection	means a periodic inspection of the Warranted Sandvik Equipment carried out by or on behalf of Sandvik during the Total Warranty Period to determine the condition and status of the relevant Warranted Sandvik Equipment and any remedial action necessary as a condition for the continuation of the Sandvik Extended Warranty.
Equipment Location	means the site and/or location where the Sandvik Equipment is stored.
Extended Warranty	has the meaning given in Section 6.1 (EXTENDED WARRANTY COVERAGE).
Extended Warranty Claim(s)	means a claim made under this Sandvik Extended Warranty in accordance with the Warranty Claim Handling Process.
Extended Warranty Period	means the period specified in the Contract (including as may be specified in the Quotation).
Machine Assessment	means an inspection of the Sandvik Equipment to ensure the original OEM specification carried out by or on behalf of Sandvik to determine the condition and status of the relevant Sandvik Equipment and any remedial action necessary for the Sandvik Extended Warranty to continue.
Nominated Part(s)	means the components and parts listed in Exhibit A (WARRANTED SANDVIK EQUIPMENT AND NOMINATED PARTS).
Quotation	means the quotation document (forming part of the Contract) to which this Extended Warranty has been attached.
Sandvik	means the Sandvik entity specified in the Contract.
Sandvik Reborn Package	has the meaning given in the <i>Sandvik Reborn Quote</i> .
Sandvik Reliability and Protection Package	has the meaning given in the <i>Sandvik Reliability and Protection Package Quotation</i> .
Sandvik Standard Warranty	means the warranty document titled “ <i>Sandvik Standard Warranty</i> ” referred to in the Contract.

Sandvik Terms and Conditions of Supply	means Sandvik's general terms and conditions for the supply of services provided by Sandvik to the Purchaser at the time of the applicable Condition Inspection.
Standard Warranty Period	means the initial warranty period specified in the Sandvik Standard Warranty.
Total Warranty Period	means the Standard Warranty Period and the Extended Warranty Period.
Warranted Sandvik Equipment	means such of the Nominated Parts listed in Exhibit A to the extent specified in the Quotation.

**EXHIBIT A
WARRANTED SANDVIK EQUIPMENT
AND
NOMINATED PARTS**

STATIONARY

Warranted Sandvik Equipment	Extended Warranty Period
New Sandvik Equipment (<i>as part of the original factory order</i>)	means the period beginning from the date on which the Sandvik Standard Warranty expires and continuing for the extended period described in the applicable Quotation.
Used Sandvik Equipment	means the period described in the applicable Contract (including in the Quotation).
Sandvik Reborn Package	means the period described in the applicable Contract (including in the Quotation).
Sandvik Reliability and Protection Package	means the period described in the applicable Contract (including in the Quotation).

NOMINATED PARTS

Equipment Type	Nominated Part
*ASRi or ACS automation is mandatory for CH/CS series crusher **Automatic bearing lubrication mandatory *** Mandatory use of Sandvik Synthetic media	
CH/CS series crushers*	Bottomshell (excluding liners, wear plates (including eccentric wearing plates), bushings, hoses, seals, bolts, nuts & washers, transportation racks), Topshell (excluding filler ring, concave, arm shields, bushings, bolts, nuts & washers, sensors, transportation racks), Mainshaft with headcenter (excluding mantle, sleeve, head nut, eye bolt, transportation racks), Eccentric, Hydroset cylinder (excluding step bearing set) and Hydroset cylinder cover, Piston, Hub, Dust collar, gear and pinion set.
CJ series crushers **	Mainframe (excluding jaw plate, wear plate, support strip, clamping bar/wedge, cheek plate assembly, liners, bolts, nuts & washers), Swing jaw (excluding jaw plate, wear plate, support strip, clamping bar/wedge, eccentric shaft, roller bearings), Labyrinth rings, Bearing houses, Puller sleeve, Labyrinth cover/ring, Dust seal list, Clamping Strip, seals, bolts, nuts & washers), Eccentric shaft (excluding roller bearings), Bearing housings (excluding roller bearings, Labyrinth ring), Flywheel (excluding spacer ring, cover, lock washer, counter weight).

CV series crushers

Support frame and structure (excluding bolts, nuts, washers, screws, transportation legs), **Feed hopper** (excluding bolts, nuts, plugs, washers, screws, throttle, hopper) **Crusher base** (excluding bolts, nuts, washers, screws, liners) **bearing housing** (included mainshaft), **motor brackets** and **covers**.

CI series crushers

Mainshaft (excluding rotor, screws, pins, hammer locators, shaft cover, sleeve clamping) **Fixed frame** (excluding liners, wear plates, seals, bolts, nuts & washers), **Pivot frame** (excluding liners, wear plates, seals, bolts, nuts & washers, inspection doors and covers), **First & Second Pivot Shafts**, **First & Second Curtain Frame** (excluding liners, nuts, washers, screws, nipples), **Rotor** (including bearings).

CG series crushers *

Bottom shell (excluding liners, bushings, dust collar, hoses, seals, bolts, nuts & washers, transportation racks); **Top shell - upper** (excluding concave rows, bolts, nuts & washers); **Top shell - lower** (excluding concave rows, bolts, nuts & washers); **Spider** (excluding spider cap, spherical bearing, spider rim liner, cover spherical bearing, arm liners, bolts, nuts & washers, sensors); **Main shaft** (excluding mantle, casting compound, dust seal ring, sleeve, protective ring, eye bolt, transportation racks); **Gear and Pinion** (excluding support plate, bushing, wear plate, bolts, nuts & washers); **Hydroset cylinder** (excluding piston, position sensor, step bearing set); **Hydroset cylinder cover** (excluding bolts, nuts & washers); **Piston** (excluding hydroset cylinder, position sensor); **Spherical Spider Bushing** (excluding bolts, nuts & washers).

SA, SJ, SL, SG series screens ***

Mainframe (excluding wear protection, screening media, mechanism, drive unit, spring support, springs, options, and fastening parts)

Bearing housing (excluding bearings, sealing, and fastening parts)

Shafts

SV series feeder

Mainframe (excluding wear protection, grizzlies, mechanism, drive unit, spring support and spring, and fastening parts)

Bearing housing (excluding bearings, sealing, and fastening parts)

Shafts

SP series feeder

Mainframe (excluding wear protection, vibrating motors, springs and spring support, and fastening parts).

SS and SF series screens

ST series feeders

Mainframe (excluding wear protection, screening media, vibrating motors, spring support and springs, and fastening parts)

**EXHIBIT B
CONDITION INSPECTIONS**

STATIONARY		
Warranted Sandvik Equipment	Operating Hours	
	4000 hours and below	Above 4000 hours
Cone and Gyratory crushers, CH/CS/CG	2 inspections per year, one quarterly (possibly with closed crusher if no liner changes required) and one annual inspection. It is recommended to have 3 inspections per year with an additional quarterly.	3 inspections per year, one quarterly (possibly with closed crusher if no liner changes required), one mid-year and one annual inspection. It is recommended to have 4 inspections per year with an additional quarterly.
Jaw, Impact and Roll crushers, Screens and Feeders, CJ/CV/CI/CR/SA/SJ/SL/ SG/ /SV/SP/SS/SF/ST	2 inspections, one quarterly (possibly assembled if no wear part replacements required) and one annual inspection.	3 inspections, one quarterly (possibly assembled if no wear part replacements required), one mid-year and one annual inspection.

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