

NEW PARTS, REBUILT COMPONENTS AND WORKMANSHIP WARRANTY

Marlee Resources Pty Ltd (Marlee) warrants that if as a result of any defect in material or workmanship by Marlee a part or assembly malfunctions, Marlee will repair, or at its option replace that part or assembly.

Marlee provides three (3) warranty options and the warranty option available to the part or service will be stated on your invoice and on the Warranty Void Form provided with the new part or remanned unit. Warranty options are

- **Option 1 – Pro-rata 3,000 hours or 6 months**
- **Option 2 – Pro-rata 6,000 hours or 12 months**
- **Option 3 – Pro-rata 10,000 hours or 24 months**

The Marlee Warranty Void Form which will be provided with the part or remanned item must be completed and returned within thirty (30) days of installation for either Warranty Option 2 or Warranty Option 3 to be valid. If the Marlee Warranty Void Form is not returned within 30 days then Warranty Option 1 will apply regardless of the warranty outlined on the original invoice. The Marlee Warranty Void form must be emailed to warranty@marleeresources.com.au.

1. General Terms & Conditions

This warranty is given only to the original customer and is not transferable.

This warranty may be void if the incorrect lubricant is used (see section 2) or if the customer does not comply with the obligations in section 3.

Defective parts or assemblies must be delivered to Marlee's place of business during regular business hours for consideration for warranty repair or replacement. Marlee must be furnished with the customer's original order number to validate the date of purchase.

This warranty does not cover or extend to replacement or repair caused by or contributed to by negligent use, alterations or modifications of the part or assembly other than by Marlee, accidents or overloading or as a result of use not in accordance with the OEM's specifications.

This is a Pro-rata warranty, i.e. cover begins at 100%, and falls linearly to 0% over warranty level hours of use. In addition, cover lapses after the number of months for that warranty from the date of installation or date of Invoice dependent on receipt of the Marlee Warranty Void Form.

For the purposes of these warranties and the supply of wheel groups overload is defined by the following 10/10/20 rule. If the actual equipment payload exceeds the rated equipment payload by 10% for 10% or more of the time, or if the actual equipment payload exceeds the rated equipment payload by 20% at any time, any entitlement under this warranty will be void.

Dismantling of the wheel group i.e. removal of the wheel bearing retainer plate without prior approval from Marlee will also void entitlements under this warranty.

The liability of Marlee under this warranty is limited to the cost of repair or replacement at Marlee's sole discretion. Marlee is not liable for any consequential loss of any nature whatsoever.

Marlee is not liable in any event for any costs incurred by the customer for the removal and reinstallation of the part or assembly.

This warranty does not cover any used parts that the client directs Marlee to utilize in a reman rebuild.

This warranty does not cover normal wear that accrues to components in service, nor does it cover deterioration of parts or assemblies due to inadequate storage.

This is the only express warranty applicable to new parts and remanufactured assemblies manufactured by Marlee.

Marlee excludes all implied conditions and warranties except any implied condition or warranty the exclusion of which would contravene any statute or cause any part of these warranties to be void.

Any provision of this warranty that is invalid, unenforceable or illegal must be read down to the extent necessary to avoid that effect. If that is not possible that provision must be excluded from this warranty but only to the extent necessary to avoid that effect. All other provisions of this warranty continue to be valid and enforceable.

2. Lubrication

Unless otherwise specified lubrication and/or cooling 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 oil may void warranty entitlements.

3. Wheel Groups

For the purposes of these warranties and the supply of wheel groups overload is defined by the following 10/10/20 rule. If the actual equipment payload exceeds the rated equipment payload by 10% for 10% or more of the time, or if the actual equipment payload exceeds the rated equipment payload by 20% at any time, any entitlement under this warranty will be void.

Dismantling of the wheel group i.e. removal of the wheel bearing retainer plate without prior approval from Marlee will also void entitlements under this warranty.

1. Bearings

Bearings 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

This warranty does not extend to damage caused by a breakdown of the lubricant film due to operating temperatures in excess of 120 degrees Celsius, incorrect quantity of oil, contamination and/or incorrect oil viscosity.

2. Mechanical Face Seals

Marlee warrants that mechanical face seals have been tested for leaks prior to components being dispatched to the customer, and have been found to hold pressure.

Seal life is subject to factors outside of Marlee control. For this reason the warranty for mechanical face seals expires after six months from the time of delivery of the wheel group to the customer.

The warranty will be excluded if lubrication does not comply with section 2.

Should a wheel group be subject to premature mechanical face seal failure that cannot be attributed to new parts or workmanship, the customer agrees to pay for seal replacement. Where the mechanical face seals are replaced by Marlee, or duly appointed representative the hours on the wheel group will be logged, and any remaining warranty on other components in the wheel group will continue to run when the wheel group is returned to service.

3. Brakes

Brake life is subject to factors outside Marlee control. For this reason the warranty for brake discs and linings expires after six months from the time of delivery of the wheel group to the customer.

Should a wheel group be subject to premature brake failure that cannot be attributed to new parts or workmanship, the customer agrees to pay for repairs to the brake. Where the brake is repaired by Marlee

Parts, or duly appointed representative the hours on the wheel group will be logged, and any remaining warranty on other components in the wheel group will continue to run when the wheel group is returned to service.

4. Lubrication

Unless otherwise specified wheel group must be lubricated according to latest OEM specifications, including OEM recommended change out periods. Use of alternate oil may void warranty entitlements.

Where Marlee has specified an alternative lubricant to be used in a wheel group (e.g. synthetic oil), failure to use the specified lubricant will void any warranty entitlements.

5. Engines.

The customer will perform as a minimum and inclusive of the OEM maintenance requirements.

- Initial 50 hour oil sample on installation
- Initial 250 hour Oil change and sample
- Maximum of 500 hour oil change intervals
- Vale set completed after initial 1,000 hours and subsequently at maximum of 2,000 hour intervals.

6 Customer Obligations

The customer agrees to:

Properly install and maintain parts or assemblies as per Marlee instruction, or where not given, OEM instruction.

Supply unmerged maintenance and operational data from the equipment system on request.

Provide oil samples and oil sample analysis reports from the equipment on request.

Provide data on parts or component hours, and equipment that components are fitted to, on request.

In the event of an application for warranty a Purchase Order must be provided to Marlee to undertake the warranty assessment and all non warranty cost will be an account owing by the

customer.

In the event of any preliminary signs of malfunction the customer must promptly report details to the Marlee representative. Failure to comply with this condition may result in more serious damage and will void the warranty.

The Marlee representative in consultation with the customer will decide on what action to take. The customer is responsible to ensure that any information provided to the Marlee representative is accurate. The Marlee representative will use the representative's best endeavours to provide advice to the customer based on the information provided.

Neither Marlee nor its representative is liable in any event for any advice provided to the customer whether that advice is negligent or otherwise. The customer releases Marlee from any liability in relation to any advice provided by Marlee or its representative to the customer.