



KOMATSU SMART SOLUTIONS WARRANTY (AFTERMARKET)

Komatsu Australia Pty Ltd (ABN 63 053 514 739) (Komatsu) warrants to You for the relevant Warranty Period that the SMART SOLUTIONS Products and Associated Services sold to You by Komatsu are free from Defects in material and workmanship, subject to the terms of this Warranty.

This Warranty covers the SMART SOLUTIONS Products and Associated Services supplied by Komatsu to You.

1. Definitions

In this Warranty, the following definitions apply:

Associated Services means any work performed by Komatsu in relation to any of the SMART SOLUTIONS Products and associated solutions pursuant to an order placed by You with Komatsu;

Associated Services Date means the earlier of either: (A) the date of Komatsu's invoice for the Associated Services; or (B) the date on which Komatsu notifies You that the Associated Services are complete, or it deems them complete;

Associated Services Warranty Period means six (6) months from the Associated Services Date;

Business Hours means normal trading hours of Komatsu or Komatsu Service;

Defect or defective means any failure that occurs, during the applicable Warranty Period, due to defects in the SMART SOLUTIONS Products or workmanship from the Associated Services;

Documentation means the guides, manuals and other documentation relating to the System that are provided or made available to You by Komatsu;

Exclusions means those Hardware items listed in Annexure A for the relevant SMART SOLUTIONS Product that are not covered by this Warranty;

Hardware means the hardware items for the relevant SMART SOLUTIONS Product provided by Komatsu, including all components and parts as set out in Annexure A;

Hardware Warranty Period means twelve (12) months from the Sale Date for those Hardware items listed as Inclusions in Annexure A;

Inclusions means those Hardware items listed in Annexure A for the relevant SMART SOLUTIONS Product that are covered by this Warranty;

Komatsu means Komatsu Australia Pty Ltd (ABN 63 053 514 739);

Machine means the equipment in which the SMART SOLUTIONS Product is to be installed;

Maintenance Program means the program, specified by the OEM and/or Komatsu, that details the processes, methods and Your responsibilities for the Hardware and Software maintenance and includes the Manuals provided by Komatsu from time to time;

Manuals means any operation, service or other manual, guide or instruction or recommendation or other information supplied to You by the OEM or Komatsu in relation to the Hardware or Software in which it is fitted;

Proposal means the proposal, scope of works, quotation, or other similar document provided by Komatsu for the SMART SOLUTIONS Product and/or the Associated Services;

Required Documents includes all documents relevant to the Hardware and/or Software including without limitation, Warranty registration documents, proof of purchase documents, installation or maintenance records and any other similar document required by Komatsu;

Sale Date means the earlier of either: (A) the date You take possession of the SMART SOLUTIONS Product; or (B) the date you pay for the SMART SOLUTIONS Product.

SMART SOLUTIONS Products means the Smart Quarry Site and SMART CONSTRUCTION 3D Machine Guidance, and SMART CONSTRUCTION Edge 2 sold by Komatsu, whether in the form of Hardware or Software, and any Associated Services;

Software means the software specified in the Proposal together with all Documentation and including the object code version of the software specified and all Updates to that software;

Software Warranty Period means three (3) months from the date of installation of the SMART SOLUTIONS Product on Your Machine;

Specifications means the specifications for the Hardware or Software described in the Proposal and the applicable Documentation;

System means, together, all Hardware, Software, and Documentation;

Update means any alteration, upgrade, new version, new release, enhancement, development, customisation or modification to the Software that Komatsu provides or makes available to You;

Warranty means this document;

You means the person or business who initially purchased the SMART SOLUTIONS Products from Komatsu and *Your* has a corresponding meaning.

2. Introduction

2.1 This warranty statement provides warranty information in relation to the Hardware and the Software sold by Komatsu.

2.2 The benefits of this warranty are in addition to any rights and remedies imposed by Australian State and Federal or New Zealand legislation applicable to the supply of goods which cannot be excluded, restricted or modified.

3. Warranty on Hardware

3.1 Komatsu warrants that, subject to any exclusions and limitations outlined in this Warranty, the Hardware sold to You by Komatsu will be free from Defects in the:

- (a) materials supplied by Komatsu; or
- (b) workmanship of Komatsu,

subject to these terms and conditions for the Hardware Warranty Period.

3.2 In the event that any Hardware is found to be defective in either materials or workmanship during the Hardware Warranty Period, Komatsu will at its cost and at its option:

- (a) repair the defective Hardware; or
- (b) replace the defective Hardware with any new or used Hardware,

in accordance with this Warranty, subject to these terms and conditions.

3.3 Immediately after reporting a Defect, You must give Komatsu a documented example of the Defect and, if requested by Komatsu, give Komatsu a listing of output and any other data which Komatsu requires in order to reproduce operating conditions similar to those present when the Defect arose or was discovered.

3.4 If You report a Hardware Defect and it is determined by Komatsu that the Hardware is performing in accordance with the Specifications, then You will pay an additional charge for time and expense incurred by Komatsu investigating the Defect.

4. Warranty on Software

- 4.1 Komatsu will use commercially reasonable efforts to correct any Defects arising in the Software that are properly reported by You and that cause the Software to deviate from the Specifications.
- 4.2 Immediately after reporting a Defect, You must give Komatsu a documented example of the Defect and, if requested by Komatsu, give Komatsu a listing of output and any other data which Komatsu requires in order to reproduce operating conditions similar to those present when the Defect arose or was discovered.
- 4.3 If You report a Software Defect and it is determined by Komatsu that the Software is performing in accordance with the Specifications, then You will pay an additional charge for time and expense incurred by Komatsu investigating the Defect.
- 4.4 If You refuse to accept an Update of the Software, Komatsu will be released from all and any warranties contained in this Warranty whatsoever. Any rectification of Defects will incur additional charges.

5. Warranty for Associated Services

- 5.1 Komatsu warrants that all Associated Services supplied to You by Komatsu will be free from Defect in the workmanship of Komatsu subject to these terms and conditions for the Associated Services Warranty Period.
- 5.2 In the event that any Associated Services are found to be Defective in either materials or workmanship during the Associated Services Warranty Period, Komatsu will at its cost and at its option:
 - (a) supply the Associated Service again (which may include in Komatsu's sole discretion, repairing or replacing any service items rendered unusable by the Defective Associated Service); or
 - (b) pay the cost of having any Associated Services supplied again, in accordance with this Warranty, subject to these terms and conditions.

6. Services to be provided by Komatsu

- 6.1 Any services to which You are entitled under this Warranty will be provided to You by Komatsu during Business Hours.
- 6.2 If You are entitled to any of the services under this Warranty, then at Komatsu's option, reasonable travel and transportation costs (up to a maximum distance of 100 kilometres and 2 hours travel time) for our service personnel between Your site and Komatsu's premises will be paid by Komatsu.
- 6.3 Appropriate packaging and transportation costs of the SMART SOLUTIONS Products and any repaired or replacement SMART SOLUTIONS Products whether to or from (as Komatsu advises) Komatsu for the purposes of any Warranty claim are at Your expense unless Komatsu advises You otherwise in writing.

7. How a claim is made and evaluated – 'Your Responsibilities'

- 7.1 All claims and associated enquiries by You under this Warranty must be notified in writing to Komatsu.
- 7.2 Komatsu has no obligation under this Warranty unless You notify Komatsu of any warranty claim promptly and no later than seven (7) days from becoming aware of any potential claim and allow Komatsu reasonable access to the SMART SOLUTIONS Products and if required, the Hardware or Software, the subject of the Warranty claim in order to evaluate the claim.
- 7.3 In order to lodge a valid claim under this Warranty, You must:
 - (a) provide Komatsu with a purchase order stating, 'Subject to Warranty' and specifying the details of the warranty claim including full details of the alleged Defect;
 - (b) provide evidence to Komatsu that the Hardware or Software was purchased from Komatsu and is under Warranty as at the claim date;
 - (c) provide all other Required Documents;
 - (d) pay for or provide all non-warranted labour and bear all non-warranted labour costs; pay for any non-warranted shipping charges if any; pay for any non-warranted travel costs if any and pay the non-warranted transport costs if any, associated with moving the Products to Komatsu;
 - (e) pay the costs of making the claim and the costs incurred if any, to investigate any claim found not to be a covered by this Warranty.
- 7.4 Prior to returning a SMART SOLUTIONS Product to Komatsu:
 - (a) all data should be backed up; and
 - (b) any removeable media (such as microSD cards, USB thumb drives, SIM cards etc) should be removed.
- 7.5 Failure to comply with any of these requirements may invalidate or reduce your warranty entitlements.

8. Application of this Warranty

- 8.1 This Warranty applies only to those SMART SOLUTIONS Products sold to You by Komatsu and used within Australia or New Zealand within the Hardware Warranty Period and the Software Warranty Period.
- 8.2 This Warranty is conditional upon the Hardware and Software being maintained by You in accordance with the Maintenance Program.
- 8.3 The Warranty does not cover any damage that results from:
 - (a) SMART SOLUTIONS Products that have been used under abnormal conditions or other than in accordance with Komatsu's Documentation, recommendations or industry accepted instructions.
 - (b) SMART SOLUTIONS Products have not been used in accordance with the purpose for which they were designed or provided.
 - (c) correction of Defects caused by modification, revision, variation, configuration, translation or alteration of the SMART SOLUTIONS Products by any person other than Komatsu or not authorised by Komatsu in writing.
 - (d) correction of Defects caused by the use of the SMART SOLUTIONS Products by a person not authorised by You.
 - (e) correction of Defects caused in whole or in part by the Software being integrated into or supplemented by third-party or your computer programs or a combination, operation, or use of the SMART SOLUTIONS Products with software, hardware, materials or data models not provided or authorised in writing by Komatsu or permitted by the relevant Documentation.
 - (f) rectification of operator errors.
 - (g) Software configuration changes (other than as required to remedy a covered Defect).
 - (h) diagnosis or rectification of faults not associated with the SMART SOLUTIONS Products.
 - (i) the Defects or damage has been caused by negligence, improper handling, misuse, unauthorised or attempted repairs, accidents, natural disasters or electrical storms, power surges or spikes, modification in any way, incorrect operating environment, incorrect electrical supply or input voltage, overheating as a result of inadequate ventilation or an environment with high dust levels for non IP rated products; and
 - (j) defaced, covered, damaged or missing serial number and bar-code labels and tamper labels void the warranty, at Komatsu's discretion.
- 8.4 This Warranty does not apply in the event that:
 - (a) Komatsu cannot establish any Defect in the Products after testing and inspection.
 - (b) Komatsu determines that the alleged Defect in the Product is within acceptable industry variances.
- 8.5 If a replacement SMART SOLUTIONS Product is shipped to You in advance and the warrantable Product is not returned within ten (10) working days of the receipt of the replacement SMART SOLUTIONS Product, then You will be billed for the replacement Product at Komatsu's then current standard price for the SMART SOLUTIONS Product.

9. Expiry of Warranty

9.1 This Warranty ceases at the end of the Software Warranty Period, Hardware Warranty Period or Associated Services Warranty Period (whichever applies).

10. Limitation of liability

10.1 To the extent permitted by law, this Warranty is exclusive and is in lieu of all other express or implied warranties, conditions and representations of merchantability or fitness for any particular purpose, whether statutory or otherwise.

10.2 Without limiting the generality of clause 10.1, no warranty is given, and Komatsu disclaims and excludes all express and implied warranties, conditions and representations in respect of:

- (a) used or reconditioned SMART SOLUTIONS Products which are not new at purchase;
- (b) parts, components or attachments not sold by Komatsu; or
- (c) defects caused or contributed to, or arising as a result of, or in connection with, any of the items in 8.3(a)-(j) above.

10.3 The liability of Komatsu to You for loss, damage, injury or property damage, whether direct or indirect, special or consequential or otherwise, arising out of breach of this Warranty, will be limited to requiring Komatsu to comply with clause 3.2.

10.4 Komatsu will not be liable to You or to any other third parties in contract, tort or equity, for breach of any statute (to the fullest extent permitted by law) or in any other action, including but not limited to all loss of actual or anticipated profit, loss of use, loss of productivity, loss of revenue, business interruption of any nature, loss of contracts, loss of opportunity, increased costs and expenses, wasted expenditure, loss or corruption of data, loss arising from delay, loss by reason of shutdown or non-operation or increased cost of borrowing capital or financing, loss of business reputation or goodwill and all special, indirect and consequential losses whether caused by or contributed to by a breach of contract or statute, breach of warranty (express or implied), tort, strict liability or any other cause whatsoever arising out of the supply, performance or use of the Machine or Part or any service performed by Komatsu, or in connection with, or arising out of, the supply, performance or use of the Machine or Part in the performance of, or in relation to this Warranty.

10.5 Australia only: Nothing in this Warranty limits those provisions of the *Competition and Consumer Act 2010* (Cth) including the Australian Consumer Law, nor statutes, rules or regulations from time to time in force in Australia which imply or guarantee certain conditions or warranties or impose obligations on Komatsu which conditions, warranties and obligations cannot, or cannot except to a limited extent be excluded, restricted or modified. If any such statutory provisions apply, then to the extent to which Komatsu is entitled to do so, its liability under those statutory provisions is limited at its option to:

- (a) in the case of goods:
 - i. the replacement of goods or the supply of equivalent goods; or
 - ii. the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - iii. the payment of the cost of having the goods repaired; or
 - iv. the repair of the goods; and
- (b) in the case of services:
 - i. the supply of the services again; or
 - ii. the payment of the cost of having the services supplied again.

10.5 A New Zealand only: All legal, statutory or equitable liability, conditions or warranties of any type in relation to the System are excluded. Where You are acquiring, or holds Yourself out as acquiring, the System for the purposes of a business, in terms of section 43(2) of the *Consumer Guarantees Act 1993* (NZ) (the **Act**) You will not assert or attempt to assert any rights of claims against Komatsu under the provisions of the Act. However, nothing herein shall limit those provisions of the Act, nor statutes, rules or regulations from time to time in force in New Zealand which imply certain conditions or warranties or impose obligations on Komatsu which conditions, warranties and obligations cannot, or cannot except to a limited extent be excluded, restricted or modified. If any such statutory provisions apply, then to the extent to which Komatsu is entitled to do so, its liability under those statutory provisions shall be limited at its option to:

- (a) in the case of goods:
 - i. the replacement of goods or the supply of equivalent goods; or
 - ii. the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - iii. the payment of the cost of having the goods repaired; or
 - iv. the repair of the goods; or
 - v. a refund of any money paid, or other consideration provided; and
- (b) in the case of services:
 - i. the supply of the services again; or
 - ii. the payment of the cost of having the services supplied again; or
 - iii. a refund of any money paid, or other consideration provided.

10.6 Subject to clause 10.5, the benefits to you given by this Warranty are in addition to any other rights and remedies you may have as a consumer under a law in relation to the goods or services to which this Warranty relates. If you are acquiring goods from Komatsu as a "consumer" as defined under Australian Consumer Law, then Komatsu advises that its goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

10.7 Komatsu does not accept any responsibility or liability for:

- (a) any damage or loss during the shipment or transit of the SMART SOLUTIONS Products;
- (b) any loss or damage resulting from any data or software being lost, corrupted, deleted, or altered during any claim assessment or repair work undertaken by Komatsu; or
- (c) any loss or damage to any excluded add-ons.

11. Assignment or Transfer Subject to Condition

11.1 You must not assign or transfer any of Your rights or obligations under this Warranty unless in accordance with Komatsu's then current warranty transfer procedure.

12. Terms and Conditions

12.1 These Warranty Terms and Conditions form part of Komatsu's agreement with you and should be read in conjunction with the relevant Terms and Conditions of the SMART SOLUTIONS Product and Komatsu's Privacy Policy.

12.2 These Warranty Terms and Conditions may be updated by Komatsu from time to time. The warranty applying to a SMART SOLUTIONS Product will be the version of these Warranty Terms and Conditions valid as at the date of purchase of the SMART SOLUTIONS Product.

13. Governing Law

13.1 If You are in Australia, this Warranty is governed by the laws of New South Wales.

13.2 If You are in New Zealand, this Warranty is governed by the laws of New Zealand.



KOMATSU SMART SOLUTIONS WARRANTY (AFTERMARKET)

Annexure A – Inclusions and Exclusions

The following hardware items are included or excluded (as the case may be), from the Warranty for the relevant SMART SOLUTIONS Product:

1. SMART QUARRY SITE

(a) Inclusions:

- (i) XD8 8" PC tough Panel;
- (ii) 3:1 GNSS, WIFI, LTE Antenna; and
- (iii) BM2 Interface Harness.

(b) Exclusions (including but not limited to):

- (i) XD8 PC tough Panel Power cable;
- (ii) XD8 PC tough Panel to BM2 connection harness;
- (iii) Smart Quarry Site finishing kit plugs or wires;
- (iv) Smart Quarry Site wiring harness;
- (v) SIM Card; and
- (vi) RAM mounts and fixings.

2. SMART CONSTRUCTION 3D Machine Guidance

(a) Inclusions:

- (i) Controller [GNSS Receiver];
- (ii) 4 x IMU/s;
- (iii) 2 x Hydraulic Pressure Sensors (if supplied and installed by Komatsu);
- (iv) Modem WIFI Router;
- (v) 2 x GNSS Antennas;
- (vi) Samsung Tablet (if supplied and installed by Komatsu);
- (vii) External UHF Radio; and
- (viii) Tilting bucket or Tilting Coupler IMU/s (if supplied and installed by Komatsu).

(b) Exclusions (including but not limited to):

- (i) 3DMG wiring harness;
- (ii) USB power points;
- (iii) Power cables;
- (iv) IMU fixings;
- (v) RAM mounts; and
- (vi) Hydraulic adaptors.

3. SMART CONSTRUCTION Edge 2

(a) Inclusions:

- (i) Edge2
- (ii) Batteries
- (iii) Battery Charging Hub
- (iv) AC Adaptor (for Battery Charging Hub)
- (v) AC Adaptor (for Edge2)
- (vi) Samsung Tablet (if supplied and installed by Komatsu);

(b) Excluded (including but not limited to):

- (i) Power Cable
- (ii) Tribrach Unit
- (iii) Carry Case & Foam
- (iv) USB Charger (for Tablet)
- (v) USB
- (vi) USB converter
- (vii) UHF USB-Serial Cable