

# QUOTATION FOR PARTS

Prepared for Universal Recycling Company

4 JULY 2025

REF: CS-00097454, REV 0

COMMERCIAL IN CONFIDENCE



# QUOTATION FOR PARTS

SUMMARY	
Customer Reference	Email
Customer	Universal Recycling Company`
For the attention of	Aaron
By E-mail to	<a href="mailto:aaron@urc.co.za">aaron@urc.co.za</a>
Date	04 July 2025
Sandvik Supply Entity	KWATANI (PTY) LTD
Issuing Address	18 Belgrade Avenue, Aeroport Spartan EXT 2, Kempton Park, South Africa
Sandvik Representative	John Mathunywa <a href="mailto:John.mathunywa@sandvik.com">John.mathunywa@sandvik.com</a> 011 923 9058

Dear Aaron,

Thank you for your request to provide a quotation to your organization for the following Parts:

TABLE 1: SCOPE OF SUPPLY AND PRICING				
ITEM	Part type	Qty	Price / Unit	Total Price
01	ROSTA MOUNT AB50 SCREEN MOUNT ALUMINIUM P/N: PSJF-AB50	6	11 952.00	71 712.00
TOTAL PRICE				71 712.00

Above indicated prices are in ZAR and exclusive of VAT.

## DELIVERY

The Price quoted is based on delivery in accordance with Incoterms 2020 and the details set out in Table 2 below.

**TABLE 2: DELIVERY AND TIMETABLE**

<b>Incoterm 2020</b>	<b>Details</b>	<b>Timetable</b>
FCA	Delivery FCA the nominated Place: Spartan, Kempton Park	Approximately 3-4 weeks from confirmation of order following contract execution.

**Transportation Adjustment:**

The price indicated in Table 1 is based on the above indicated Incoterms. If during the Term of the Agreement the transport costs and/or other fees related to the transportation of the goods in scope increase, the price(s) set out in Table 1 above shall be adjusted by the amount equal to the actual cost incurred by Sandvik ("Transportation Adjustment").

Sandvik shall give Customer notice of any Transportation Adjustment increase within 15 business days of Sandvik receiving written notice of any applicable increase.

**PAYMENT**

The price will be invoiced upon Delivery.

Payment terms are 100% upfront.

**TERMS OF SUPPLY**

Unless agreed in writing otherwise, Sandvik Terms and Conditions of Supply referenced below as Attachment 1 and Sandvik Rock Processing Solutions Standard Warranty referenced as Attachment 2 shall apply to any supply which may be made in connection with this Quotation.

If you place an order for the parts referred to in this Quotation, you will be deemed to have agreed that the Terms apply to the exclusion of all other terms and conditions.

**VALIDITY**

The quoted prices are valid for a period of 30 days from the date of this Quotation.

**WARRANTY**

These Sandvik Parts are covered by the Sandvik Rock Processing Solutions Standard Warranty.

A copy has been provided with this Quotation as referenced in Attachment 2.



## CONFIDENTIALITY

All information disclosed or provided by Sandvik in connection with this Quotation (whether before or after the date of the Quotation) is so disclosed or provided on the basis that it is confidential and it should not, without the prior written consent of Sandvik, be disclosed or provided to any third party or used for any purpose other than the Customer's assessment of the proposed supply by Sandvik. For the avoidance of doubt, in consideration of Sandvik disclosing the commercially sensitive information in this Quotation, you agree to comply with the obligations set out in this item.

## ATTACHMENTS

Submitted with and forming part of this Quotation are the following:

- **Attachment 1:** Sandvik Terms and Conditions of Supply
- **Attachment 2:** Sandvik Rock Processing Solutions Standard Warranty



**Terms and Conditions of Supply**  
(for Goods, Services, and Digital Services)

**1. Introduction, definitions, and interpretation**

- 1.1. These Terms and Conditions of Supply (the "ToS"): (a) apply to and govern: (i) all sales of Goods; (ii) the supply of Digital Services; and (iii) the supply of Services; and (b) form part of the Contract between Sandvik and the Purchaser.
- 1.2. The parties agree that: (a) in these ToS, words or phrases beginning with a capital letter shall have their respective meanings given under Clause 25 (*Definitions*); and (b) these ToS shall be construed and interpreted in accordance with Clause 3.5 (*The Contract*) and Clause 26 (*Interpretation*).

**2. Quotes, Orders, and Order Acceptance**

- 2.1. The Purchaser may submit an Order to Sandvik (which Order may follow a Quote).
- 2.2. Subject to Clause 3 (*The Contract*), the Order constitutes an offer (by the Purchaser) to purchase (from Sandvik) certain Goods, Services, or Digital Services subject to these ToS.
- 2.3. Sandvik may, at its sole discretion, either: (a) accept the Order by way of an Order Acceptance (at which time the parties shall be immediately bound by the Contract); or (b) reject the Order.

**3. The Contract**

- 3.1. The parties agree that: (a) the provision or supply of all Goods, Services, and Digital Services under, or in connection with, an Order is subject to these ToS and the other provisions of the Contract; (b) the Contract contains the entire agreement between the parties with respect to its subject matter and supersedes all prior communications and agreements between the parties; (c) in entering into the Contract, the Purchaser has not, and does not, rely on any communication or representation (other than fraudulent misrepresentation) that has not been expressly set out in the Contract; (d) the Contract applies to the exclusion of any other terms or conditions including those: (i) issued, or referred to, by the Purchaser (including in an Order); or (ii) which may be implied by statute, trade, custom, practice, or course of dealing.
- 3.2. Sandvik will not supply on, and expressly rejects: (a) the Purchaser's standard terms and conditions of purchase (or similar); and (b) to the fullest extent permissible under applicable Law, any terms and conditions other than those contained in the Contract.
- 3.3. The parties agree that the Contract is formed as described in Clause 2 (*Quotes, Orders, and Order Acceptance*).
- 3.4. The Purchaser agrees that, without limiting the Sandvik Warranty, by: (a) accepting possession of the Goods; or (b) receiving the benefit of the Services or Digital Services, the Purchaser irrevocably acknowledges and agrees that the Goods, Services, or Digital Services (as the case may be) have been supplied in accordance with the Contract.
- 3.5. If, and to the extent, there is any conflict, inconsistency, or ambiguity between the constituent parts of the Contract then such conflict, inconsistency, or ambiguity shall be resolved in accordance with the following order of precedence (with the document earlier in the list prevailing over a document later in the list): (a) the Order Acceptance (if documented); (b) any other document attached or referred to in the Order Acceptance (if documented); (c) these ToS; (d) any other document attached or referred to in the ToS; (e) the Quote; (f) any other document attached or referred to in the Quote; and (g) subject to Clause 3.2, the Order.

**4. Facilities and Security Interests**

- 4.1. Subject to Clause 4.2, if Sandvik has provided the Purchaser with a Facility then Sandvik may withdraw the Facility either: (a) as agreed in writing with Sandvik; or (b) otherwise, at any time and without prior notice to the Purchaser.
- 4.2. Sandvik reserves the right to review, at any time, the Facility (including the extent, nature, and duration of the Facility).
- 4.3. The Purchaser agrees that: (a) Sandvik may, from time to time, condition an Order Acceptance on Sandvik's timely receipt of a Security Interest; and (b) where Sandvik requires a Security Interest, Sandvik shall not be obliged to deliver, supply, or otherwise make available the related Goods, Services, or Digital Services unless and until the Security Interest has been established to Sandvik's satisfaction.
- 4.4. Sandvik shall be entitled to an equitable extension to any: (a) agreed Delivery Date; or (b) any other performance obligations, that may result from the Purchaser's failure to provide, or a delay in establishing, a Security Interest.

**5. Goods - Delivery and Risk**

- 5.1. The parties agree that: (a) Sandvik will deliver the Goods to the Sandvik address set out in the Order Acceptance; (b) risk in the Goods shall pass to the Purchaser in accordance with the Incoterm determined in accordance with Clause 9.1; (c) delivery of the Goods may be made in one or more instalments and at different times or by separate shipments or deliveries; (d) adherence to the Delivery Date is determined by the date of the POD; and (e) the Purchaser's obligation to take delivery of the Goods is a material obligation under the Contract.
- 5.2. The Purchaser agrees that, without prejudice to the Purchaser's obligations under the Contract or Sandvik's other rights or remedies available under the Contract, if Sandvik is not able to deliver the Goods to the Purchaser on the Delivery Date due to the Purchaser's inability, unavailability, or unwillingness to accept delivery, then Sandvik may (at its option): (a) dispatch the Goods; or (b) put the Goods into storage at the expense and risk of the Purchaser (such expenses to be due and payable immediately on demand).
- 5.3. If the Purchaser fails to collect, or take delivery of, the Goods within three (3) months of the Delivery Date, Sandvik shall be entitled, without prejudice to its other rights and remedies under the Contract, to: (a) terminate all or part of the Contract; and (b) dispose of the Goods and, unless otherwise stated in the Order Acceptance, to charge the Purchaser compensation of: (i) for standard Goods, 15% of the Amount Payable for the Goods in question; or (ii) for non-standard Goods, 30% of the Amount Payable for the Goods in question or the cost of materials and labour incurred until the cancellation date, whichever is higher, which shall be paid by the Purchaser within ten (10) days of Sandvik issuing the corresponding invoice.
- 5.4. The parties agree that the compensation described in Clause 5.3 is a genuine pre-estimate of the costs and losses which Sandvik would suffer from the Purchaser failing to take delivery of the Goods.
- 5.5. Subject to Clause 6 (*Delay Payments*) and to the fullest extent permissible under applicable Law, the Purchaser agrees that: (a) the Delivery Date is estimated and not guaranteed; and (b) although Sandvik shall use reasonable endeavours to meet an estimated Delivery Date, Sandvik shall not be liable to the Purchaser for any loss or damage suffered or incurred by the Purchaser as a result of Sandvik's failure to deliver the Goods before the expiry of the Delivery Date.

**6. Goods – Delay Payments**

- 6.1. The parties agree that, subject to Clause 21 (*Force Majeure and Specified Risks*), if: (a) the Contract (in the Order Acceptance) expressly provides for a Delay Payment; and (b) the Goods are not delivered before the expiry of the Delivery Date, then the Purchaser may, subject to Clause 6.2, claim the Delay Payment which Sandvik shall (at its option) either: (i) repay to the Purchaser; (ii) deduct from the purchase price for the Goods; or (iii) credit to the Purchaser.
- 6.2. The Purchaser's right to claim a Delay Payment is subject to the Purchaser giving Sandvik written notice of the claim before the expiry of ninety (90) days from (and including) the original Delivery Date.
- 6.3. To the fullest extent permissible under applicable Laws, if the Purchaser exercises its right to receive a Delay Payment then: (a) provided that the Purchaser receives the Goods in question; and (b) without prejudice to the Purchaser's remedies under the Sandvik Warranty, the Purchaser shall not be entitled to any additional remedy in respect of the late delivery of the Goods.
- 6.4. The parties agree that: (a) the Delay Payment represents a genuine pre-estimate of loss and a price adjustment by way of a refund of charges for the value of Goods not delivered on time; (b) the Delay Payment has been negotiated by parties of similar bargaining strength and who have had the benefit of legal advice; and (c) if a court having competent jurisdiction determines that the Delay Payment is unenforceable under applicable Law, then the Purchaser may instead seek general damages (provided that Sandvik's liability for such general damages shall (subject to Clause 18.1 (*Liability*)) not exceed the Delay Payment that would have been payable had such Delay Payment been enforceable.



## 7. Goods - Cancellations

- 7.1. The Purchaser agrees that: (a) except as expressly specified otherwise in the Contract, it is not entitled to cancel, terminate, change, or postpone a Contract without the prior written authorisation and agreement of Sandvik; and (b) it shall indemnify Sandvik for any loss, cost, or damage which arises as a consequence of a breach of this Clause 7.1 (less of any cancellation fee agreed in the Quote).
- 7.2. The parties agree that: (a) the Purchaser must notify Sandvik of any damage or shortage to the Goods in writing within: (i) two (2) Days of the date of the POD in the case of chemical resins and resin capsules; and (ii) in all other cases, seven (7) Days of the date of the POD; and (b) if the Purchaser does not notify Sandvik within such time period, the Purchaser is deemed to have accepted the Goods unconditionally.
- 7.3. The parties agree that: (a) the Purchaser must notify Sandvik of the incorrect supply of Goods in writing within twenty-one (21) days of the date of the POD; and (b) if the Purchaser does not notify Sandvik within such time period, the Purchaser is deemed to have accepted the Goods unconditionally.
- 7.4. Sandvik agrees that, subject to Clause 7.3: (a) the purchase price for all Goods incorrectly supplied to the Purchaser under a Contract will be refunded or credited in full; and (b) where Clause 7.4(a) applies, the freight costs to the receiving Sandvik designated warehouse will be for Sandvik's account.

## 8. Goods – Return of Goods not affected by defects

- 8.1. The Purchaser acknowledges and agrees that: (a) returns of Goods not affected by defects will only be accepted following Sandvik's prior written agreement; (b) all Goods accepted as returns will be subject to a handling charge; and (c) Goods affected by defects shall be handled subject to Clause 11 (*Sandvik Warranty*).
- 8.2. Subject to Clauses 8.1 (above) and 18 (*Liability*) and except as set out in Clauses 7.2 and 7.3, the following conditions apply to all Goods that the Purchaser seeks to return: (a) the Purchaser must notify Sandvik of its intention to return the Goods before the expiry of seven (7) Days from (and including) the date of the POD (following which notice, Sandvik shall generate a Return Note); (b) the Purchaser must ensure that the Goods are received by Sandvik's designated warehouse before the expiry of fourteen (14) Days from (and including) the date of the Return Note; and (c) non-returnable items (regardless of other criteria) shall include: (i) gaskets; (ii) seals; (iii) belts; (iv) hoses; (v) opened kits; (vi) Goods made to order; (vii) non-Sandvik Goods; and (viii) glass.
- 8.3. The Purchaser acknowledges and agrees that, to the fullest extent permissible under applicable Law, Sandvik shall not: (a) be liable; or (b) accept any risk or responsibility, for returned Goods unless and until Sandvik has accepted the return through generation and delivery of the Return Note and in accordance with Clause 8.4.
- 8.4. The Purchaser acknowledges and agrees that: (a) the Return Note shall constitute Sandvik's preliminary approval for the return of the Goods; and (b) full and final acceptance of the return is at Sandvik's sole discretion and subject to the following conditions: (i) a copy of the Return Note must accompany the Goods; (ii) the returning Goods will be subject to a visual and technical inspection upon their receipt at Sandvik's designated warehouse; (iii) returned Goods must be: (A) undamaged; (B) in their original packaging (where applicable); and (C) re-saleable as new; and (iv) the Goods must not have been fitted or otherwise used in any manner.
- 8.5. The Purchaser acknowledges and agrees that: (a) Goods rejected by Sandvik's receiving warehouse due to a non-compliance with the conditions specified in Clause 8.4 will be held by Sandvik pending instructions from the Purchaser; and (b) Goods that have been rejected by Sandvik and which have not been collected by the Purchaser will be disposed of if not collected by the Purchaser before the expiry of three (3) months from (and including) the date that Sandvik received the Goods to its designated warehouse.
- 8.6. The parties agree that, where Sandvik accepts the return of Goods, if the Goods are returned: (a) before the expiry of fourteen (14) Days from (and including) the date of the Return Note, but not later than thirty (30) Days from (and including) the date of the POD, the Purchaser shall be entitled to receive full credit for the invoiced value of the Goods in question; or (b) later than thirty (30) Days from (and including) the date of the POD, the Purchaser shall not be entitled to receive credit for the invoiced value of the Goods in question.
- 8.7. The parties agree that, in all cases, freight costs to Sandvik's designated warehouse are for the Purchaser's account.

## 9. Price and payment

- 9.1. **Incoterms:** Unless otherwise specified in the Contract, all prices are quoted "Ex Works" (as per Incoterms 2020) and do not include packaging, freight, insurance, VAT, other taxes, customs, or excise levies or duties (or similar).
- 9.2. **Variations to an Order prior to delivery:** The Purchaser acknowledges and agrees that: (a) if variations should occur prior to delivery, the price may be amended by Sandvik; (b) if the Purchaser requests a variation to the Order before: (i) delivery of the Goods; or (ii) performance of the Services or Digital Services, Sandvik may, at its discretion accept or reject such request; (c) where an Order is varied, the price of the Order will increase or decrease (as the case requires) by an amount agreed between the parties or, failing such agreement, by an amount determined by Sandvik acting reasonably; and (d) where the amount is to be determined by Sandvik, Sandvik will calculate the amount by reference to Sandvik's then current price list, costs, expenses, losses, and damages suffered, off-site overheads, profit and such other reasonable rates and charges in connection with the variation.
- 9.3. **Taxation:** The parties agree that, with respect to VAT or other applicable taxation: (a) prices are quoted on a VAT-exclusive basis; (b) if in any jurisdiction VAT is payable by Sandvik to a tax authority in relation to the supply, exportation and importation of the Goods, Services, or Digital Services, an amount equal to such VAT will be calculated and charged to the Purchaser as an additional amount; (c) to the extent that a payment to a party under or in connection with the Contract is calculated by reference to, or as a specified percentage of, another amount or revenue stream, that payment shall be calculated by reference to, or as a specified percentage of, the amount or revenue stream exclusive of VAT; (d) in addition to and without limiting the above, where a sale of Goods is treated as not subject to VAT on the basis that the Purchaser or its freight forwarder will move the Goods from one country to another country, the Purchaser will provide to Sandvik, upon request, all transport related documentation and (if applicable) customs documentation to demonstrate the cross-border movement of the Goods and pay the customs excise taxes to Sandvik which may be assessed on it as the Importer of Record; (e) if the Purchaser fails to provide the requested documentation within the period of time requested, or the documentation is not of the standard required by the relevant tax authority, or the documentation indicates that: (i) the Goods were not moved cross-border and/or (ii) the Goods were not moved cross-border within the period of time required by law or tax authority practice; and/or (iii) the Goods were moved by a party other than the Purchaser or its freight forwarder without the written approval of Sandvik, the Purchaser will pay to Sandvik an amount equal to any VAT for which Sandvik is required to account to a tax authority in accordance with the operation of Clause 9.3(b) together with any penalties and interest imposed on Sandvik by a tax authority in relation to that supply of Goods; and (f) this Clause 9.3 will continue to apply after expiry or termination of the Contract.
- 9.4. **Invoicing and payment:** The Purchaser agrees that: (a) unless otherwise specified in the Contract, Sandvik will invoice the Purchaser for the Amount Payable upon delivery of the Goods, Services, or Digital Services (as the case may be); (b) the Purchaser will pay the Amount Payable (in full and without set off, withholding, or deduction) on or before the expiry of the Due Date; (c) if any Amount Payable is not paid by the Due Date, Sandvik shall be entitled to charge and recover interest at the rate of 1.5% per month or part thereof on the Amount Payable overdue for the period between the Due Date until payment is made in full; (d) payment received from the Purchaser is valid once honoured or funds are cleared; (e) it shall indemnify (and keep indemnified) Sandvik against any costs incurred by Sandvik in connection with the Purchaser's failure to pay the Amount Payable before the expiry of the Due Date (including legal fees on an attorney and own client scale, collection charges, and debt collection agency fees) on a full indemnity basis. Unless both parties agree otherwise in writing, Purchaser shall be required to pay any sales, use, excise, customs duties and other taxes arising from Purchaser's purchase of Equipment under an Order, which shall be billed as a separate line item on the invoice unless a current and valid tax exemption certificate is provided at time of purchase. Purchaser may be required to pay any late charge, interest, finance charge, or similar charge. Purchaser's payment of the purchase price does not indicate its acceptance of the Goods or Equipment or Services or a waiver of any right of Purchaser to test or inspect the Equipment, however, any rejection must be made within thirty (30) days of shipment. Payment terms shall be specified in the Order. Payment may be withheld, or setoffs made against Sandvik if Sandvik is not performing work pursuant to the Order. Sandvik can suspend performance or terminate the Order for Purchaser's failure to timely pay invoices. Notwithstanding the foregoing, Purchaser shall not be obligated to pay invoices for Goods or Equipment on which a Return Note number has been issued or for which a Return Note request is pending.
- 9.5. **Failure to pay the Amounts Payable:** Without prejudice to Sandvik's other rights or remedies available under the Contract (including under Clause 9.4), Sandvik: (a) may without prior notice to the Purchaser suspend or terminate: (i) the supply of Goods, Services, or Digital Services; and (ii) the grant of any rights or licences with respect to the Goods, Services, or Digital Services, where any Amount Payable is or remain(s) unpaid after the Due Date; and (b) shall be entitled to recover from the Purchaser all reasonably incurred costs and losses arising from suspension or termination.



## 10. Goods - Retention of Title

- 10.1. The title in any Goods sold and delivered by Sandvik to the Purchaser shall not pass to the Purchaser until the total Amount Payable for the Goods under the Contract (plus all accrued interest (if any) payable under Clause 9) has been paid in full.
- 10.2. Until title in any Goods sold and delivered by Sandvik has passed to the Purchaser in accordance with Clause 10.1, the Purchaser shall: (a) keep those Goods separated and non-affixed from any other goods of the Purchaser so that they remain readily identifiable as Sandvik's property; (b) maintain the Goods in satisfactory condition; (c) not remove, deface, or obscure any identifying mark or packaging on or relating to the Goods; and (d) notify any landlord of any premises leased by the Purchaser where the Goods are stored that the Goods are Sandvik's property.
- 10.3. In addition to all other rights which Sandvik has under the Contract or applicable Laws, Sandvik will be entitled to enter the premises of the Purchaser (including leased premises) at any time (to the extent permissible by Law) to recover possession of the Goods that are subject to Clause 10.1.
- 10.4. The parties agree that, where Sandvik enters the premises of the Purchaser to take possession of the Goods and it is not possible to identify which goods are Goods owned by Sandvik but are in the possession of the Purchaser, the Goods will be deemed sold to the Purchaser in the same sequence that the Purchaser took delivery of the Goods.
- 10.5. If the quantity of the Goods exceeds the amount owing, Sandvik will be entitled to determine which of the Goods it claims ownership in.
- 10.6. The Purchaser shall: (a) keep the Goods adequately insured against all risks (for goods of that kind) from the point in time that risk in the Goods passes to the Purchaser under Clause 5.1 and until the point in time in which legal title to the Goods passes to the Purchaser under Clause 10.1; and (b) if requested by Sandvik, provide Sandvik with a copy of the relevant insurance policies promptly and without delay.
- 10.7. Without limiting any other of Sandvik's rights or remedies, if, before title to the Goods passes to the Purchaser under Clause 10.1, the Purchaser becomes subject to an Insolvency Event then: (a) the Purchaser's right to re-sell the Goods or use them in the ordinary course of the Purchaser's business shall cease immediately; and (b) Sandvik may at any time: (i) require the Purchaser to deliver up all Goods in its possession that have not been re-sold or irrevocably incorporated into another product; and (ii) if the Purchaser fails to comply with Clause 10.7(b)(i), enter any premises of the Purchaser (or of any third party where the Goods are stored) in order to recover them.

## 11. Goods - Sandvik Warranty

- 11.1. The parties agree that the Sandvik Warranty applicable at the date of Order Acceptance shall: (a) if within the scope of the Sandvik Warranty, apply to the Goods supplied by Sandvik; and (b) at the Purchaser's request, be provided or made available to the Purchaser at the time of the Contract.
- 11.2. To the extent that the Sandvik Warranty does not apply to the Goods and subject to Clause 11.4, Sandvik warrants that the Goods supplied (which, for the avoidance of doubt, excludes commissioning of the Goods) shall, under proper use, be free from defects in materials and workmanship and substantially conform to the Contract for a period of three (3) months (or two (2) months in the case of chemical resins and resin capsules) from (and including) the Delivery Date.
- 11.3. For the purposes of Clause 11.2: (a) "proper use" means installation, commissioning, operation and maintenance in accordance with Sandvik's relevant documentation; and (b) "defects" means any defect or omission in materials or workmanship and any nonconformity with the specifications for the Goods agreed in the Contract (excluding trivial or immaterial defects not affecting functionality or use).
- 11.4. In no event does Sandvik give any warranty to parts or components manufactured and/or supplied by any third party, unless otherwise agreed in the Contract.
- 11.5. To the fullest extent permissible under applicable Law: (a) the warranties given in the Sandvik Warranty and in Clause 11.2 are in lieu of all other warranties or conditions express, implied or statutory, including warranties of satisfactory quality and fitness for a particular purpose and any remedies for consequential or other loss against a manufacturer of the Goods; and (b) no other warranties express or implied are given unless they are expressly given by Sandvik in writing.
- 11.6. Subject to Clause 18.1 (*Liability*), Sandvik's obligations under this Clause 11 shall be limited (at Sandvik's option): (a) as described in the Sandvik Warranty; and (b) in all other cases, to making good by repair, replacement, or refund of any Goods in which any defect appears.
- 11.7. Any warranty claim must be notified in writing by the Purchaser to Sandvik within the applicable warranty period.

## 12. Services

- 12.1. Subject to Clause 12.4, Sandvik shall perform the Services: (a) using reasonable skill and care; (b) substantially in accordance with the Service descriptions (if any) specified in the Contract; (c) in accordance with all applicable Laws that bind Sandvik as a provider of the Services; and (d) using reasonable endeavours to meet the performance dates specified in the Contract provided that the Purchaser acknowledges and agrees that, unless expressly agreed otherwise in the Contract: (i) any such dates will be estimates only; and (ii) time shall not be of the essence of the Contract.
- 12.2. The Purchaser shall, in connection with the Services: (a) perform its obligations under the Contract (including, in particular, Clause 22 (*Unsafe conditions and applicable Laws*)); (b) obtain and maintain all necessary licences, consents, and permissions necessary for it to provide or make available the Purchaser's materials and facilities to Sandvik; (c) provide, for Sandvik, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Purchaser's premises, office accommodation, and other facilities as reasonably requested by Sandvik from time to time; (d) provide Sandvik with, in a timely manner, all reasonably requested assistance and materials requested by Sandvik in connection with the Services; (e) inform Sandvik of all health and safety and security requirements that apply to the Purchaser's premises; (f) use the latest end-point security and versions of anti-virus definitions and software available from an industry accepted anti-virus software provider in respect of its computer systems, technology and network infrastructure that Sandvik is required to use in connection with the Services or which connect to Sandvik's own systems; (g) perform any other responsibilities (as specified in the Quote, Order Acceptance, or elsewhere in the Contract); and (h) use the Goods and any outputs or deliverables arising from the Services in accordance with Sandvik's documented instructions, together, the "Purchaser Obligations".
- 12.3. To the fullest extent permitted by applicable Law and except to the extent expressly set out in Clause 12.1: (a) Sandvik does not give any warranties, representations, or other commitments to the Purchaser with respect to the Services; and (b) all other warranties, conditions, representations, and terms (whether written or oral, express or implied by statute, common law, custom, trade usage, course of dealing or otherwise, including as to satisfactory quality, fitness for a particular purpose or use, accuracy, adequacy, completeness or timeliness) are expressly excluded.
- 12.4. Sandvik will not be in breach of the Contract and, subject to Clause 18.1 (*Liability*), will have no liability to the Purchaser (whether in contract (including under any indemnity or warranty), in tort (including negligence), for breach of statutory duty, or otherwise) arising under or in connection with the Contract for any loss or damage arising from any failure by Sandvik (or its personnel) to perform any obligations under the Contract if, and to the extent, such failure: (a) results from a failure by the Purchaser (or its personnel) to perform a Purchaser Obligation; (b) is caused by any other act, omission, or default of the Purchaser (or its personnel) in the performance of a Purchaser Obligation; or (c) Sandvik following the Purchaser's designs, specifications, or instructions.
- 12.5. In the event of any failure by the Purchaser (or its personnel) to perform a Purchaser Obligation, Sandvik may, and without prejudice to any other right or remedy available to it, equitably adjust: (a) the estimated due date for the delivery of the Services (including any deliverable) or Goods; and (b) any other timetable for delivery agreed between the parties from time to time.

## 13. Intellectual Property Rights

- 13.1. Sandvik (or its licensors): (a) is and will remain the owner of the Sandvik IPR; and (b) may freely incorporate into the Sandvik IPR any feedback or suggested improvements provided by, or on behalf of, the Purchaser.
- 13.2. Except as expressly stated in the Contract, the Purchaser shall have no right or interest in the Sandvik IPR.

### Licence to use Project IPR

- 13.3. Upon Order Acceptance and, subject to the full payment of the Amount Payable for the relevant Goods or Services, Sandvik grants the Purchaser a non-exclusive, non-transferable, non-assignable, non-sub-licensable licence to use the Project IPR (which shall exclude the Digital Services), strictly limited to the extent necessary for installing, and operating the Goods originally delivered by Sandvik, in accordance with manuals and use instructions supplied by Sandvik, and for receiving the Services and for no other purposes whatsoever.
- 13.4. Unless expressly agreed otherwise between the parties in writing, the limited licence described in Clause 13.3 shall continue unless terminated in accordance with these ToS.



- 13.5. Nothing in the Contract permits the Purchaser to copy, reproduce, modify, adapt, alter, translate, reverse engineer, 3D copy/print, or create derivative works from any Goods or Services or of the Sandvik IPR, in whole or in part, without Sandvik's prior written consent.
- 13.6. If the Purchaser uses any of the Sandvik IPR in breach of the Contract, Sandvik may immediately terminate or revoke such rights, in whole or in part in its sole discretion.
- Licence to use the Digital Service
- 13.7. The Purchaser shall be permitted to use the Digital Service and Software as described in Clause 17 (*Software*) or otherwise as described in the separate terms of use applicable to the relevant Digital Services provided or made available to the Purchaser by Sandvik in advance of the Digital Services.
- General
- 13.8. The Purchaser acknowledges and agrees that the Goods, Services, and Digital Services comprise commercially valuable, proprietary assets and trade secrets of Sandvik or its licensors, the design and development of which reflect the effort of skilled developers and the investment of considerable time and money by or on behalf of Sandvik.
- 13.9. If (at any time): (a) through use of the Goods, Services, or Digital Services; (b) by operation of applicable Law; or (c) otherwise, the Purchaser comes to own Intellectual Property Rights in the Sandvik IPR then the Purchaser shall (promptly on Sandvik's request and without delay) assign (or procure the assignment of) such Intellectual Property Rights to Sandvik and, to the extent permitted by applicable Law, waive (or procure the waiver of) all moral rights (and analogous rights) worldwide in connection with such Intellectual Property Rights.
- 14. IPR Indemnity**
- 14.1. Subject to Clauses 14.2, 14.3, 14.4, 14.5 and 18, Sandvik shall indemnify the Purchaser against any claim made against the Purchaser by a third party to the extent that such claim alleges that the Purchaser's use of the Goods, Digital Services, or Services (excluding, in each case, any third party products or components) in accordance with the Contract infringes any Intellectual Property Rights belonging to that third party (the "**Sandvik Indemnity**").
- 14.2. The Sandvik Indemnity: (a) applies only to loss or damage that is: (i) awarded to the third party and against the Purchaser by a court or other body having competent jurisdiction over the indemnified claim; or (ii) agreed by Sandvik to be paid to the third party in settlement of the indemnified claim; (b) is subject to: (i) the Purchaser giving Sandvik prompt notice of the indemnified claim (and in any event ensuring that notice is given within five (5) Days of the Purchaser becoming aware of, or being notified of, the indemnified claim); (ii) the Purchaser providing reasonable co-operation to Sandvik in the defence and settlement of the indemnified claim; (iii) the Purchaser taking all reasonable and timely action necessary to mitigate all loss, damage, costs, and expenses incurred by the Purchaser as a result of the indemnified claim (including taking such reasonable actions as Sandvik may request to avoid, dispute, resist, appeal, compromise, or defend any such indemnified claim); and (iv) Sandvik being given sole authority to defend and settle the indemnified claim.
- 14.3. In the defence or settlement of any claim to which the Sandvik Indemnity applies, Sandvik may: (a) procure a right for the Purchaser to continue using the infringing material or service; (b) replace or modify the infringing materials or service so that it becomes non-infringing; or (c) if such remedies are not reasonably available, terminate or suspend the Contract on notice to the Purchaser without any additional liability to the Purchaser.
- 14.4. Where Clause 14.3 applies, Sandvik shall provide the Purchaser with a refund of the Amount Payable for the infringing material or service to the extent not delivered or received by the Purchaser.
- 14.5. In no event shall Sandvik, its Affiliates, or their employees, agents, or subcontractors be liable to the Purchaser to the extent that the indemnified claim is based on any one (or more) of the following: (a) a modification of the Goods, Services, or Digital Service (or their outputs) by anyone other than Sandvik or its representatives; (b) an infringing third party component or product; (c) use of materials, documentation, or data provided or made available by the Purchaser; (d) compliance with the Purchaser's instructions, specifications, or other requirements; (e) the Purchaser's use of the Goods, Services, or Digital Service in breach of the Contract; or (f) a breach of a Purchaser Obligation.
- 14.6. The Purchaser shall have no rights or remedies in respect of infringement of any third party Intellectual Property Rights except as expressly set out in this Clause 14.
- 15. Confidential Information**
- 15.1. The Purchaser agrees: (a) to only use Sandvik's Confidential Information to exercise its rights and perform its obligations under or in connection with the Contract; and (b) that any information disclosed by or on behalf of Sandvik is, and remains, Sandvik's property at all times.
- 15.2. Each party undertakes to the other that it shall: (a) not, at any time and except as permitted by Clause 15.3, disclose any Confidential Information belonging to the other to a third party (including information concerning technical solutions or problems or the results of testing, which information shall be construed as Sandvik's Confidential Information); and (b) hold the other party's Confidential Information in confidence using at least the same degree of care (but not less than a reasonable degree of care) to safeguard and prevent disclosure to third parties as it applies to its own information of a similar nature.
- 15.3. Subject to Clause 19 (*Sanctions, Export Laws, End-User assurance etc.*), each party may disclose the other party's Confidential Information: (a) to its Affiliates or Representatives who need to know the Confidential Information for the purposes of exercising that party's rights or carrying out that party's obligations under or in connection with the Contract, provided that: (i) an Affiliate or Representative receiving Sandvik's Confidential Information may not be a direct competitor of Sandvik without Sandvik's express prior written consent; and (ii) the party making the onward disclosure: (A) takes all steps necessary to ensure that its Affiliates or Representatives are aware of, and comply with, the confidentiality obligations contained in this Clause 15 as though they were a party to the Contract; and (B) shall be responsible for its Affiliates' or Representatives' acts or omissions and compliance with the confidentiality obligations set out in this Clause 15; and (b) as may be required by Law, a court of competent jurisdiction, or any governmental or regulatory authority.
- 15.4. The obligations imposed by this Clause 15 shall not apply to any Confidential Information which is or becomes: (a) in the public domain other than as a result of the breach of an obligation under the Contract; (b) lawfully acquired from a third party who owes no obligation of confidence in respect of the information; (c) independently developed by the recipient without reference to the Confidential Information; (d) in the recipient's lawful possession prior to receipt; or (e) required to be disclosed by mandatory Law or by order of a judicial or governmental or regulatory authority.
- 15.5. Each party reserves all rights in its Confidential Information and no rights or obligations in respect of a party's Confidential Information other than those expressly stated in the Contract are granted to the other party or shall be implied from the Contract.
- 16. Data**
- Input Data and Output Data
- 16.1. The Purchaser acknowledges and agrees that Sandvik may: (a) collect, store, analyse, and process any Input Data, Output Data, and other metrics and logs (*i.e.*, use data) collected by the Goods in order for Sandvik to: (i) provide the Purchaser with the Digital Services (including the Equipment Monitoring Services and any services in relation or in connection thereto provided by Sandvik or its Representatives); and (ii) develop Sandvik Data to use for the Purpose; and (b) permit its Distributors permission to access and process Output Data solely in connection with the Contract and for the purpose of enabling such Sandvik Distributors perform services in connection with the Contract.
- 16.2. The Digital Services (including the Equipment Monitoring Service) may include monitoring: (a) equipment hours; and (b) equipment productivity, or assisting or conducting aftermarket services or similar.
- 16.3. The Purchaser may use Input Data and Output Data for its own internal business purposes provided that the Purchaser shall not, without obtaining Sandvik's prior written consent, disclose or otherwise make available any Input Data or Output Data (in whole or in part and regardless of format) to any third party (excluding its Affiliates); provided, however, that the Purchaser may disclose Input Data or Output Data to its third party service providers who: (a) have need to know the Input Data or Output Data in order to service the Goods for and on behalf of the Purchaser; and (b) have entered into written confidentiality undertakings with the Purchaser that are no less protective of the Input Data and Output Data as those contained in the Contract and prevent further onward disclosure.
- 16.4. Sandvik shall: (a) in connection with, and during the term of, the Equipment Monitoring Service; and (b) following the Purchaser's written request, provide or otherwise make available to the Purchaser a copy of any Purchaser-specific Input Data or Output Data stored by Sandvik from time to time.





- 16.5. Except as may be permitted in separate terms of use applicable to the Digital Services, the Purchaser will not install any third party hardware or software in, or onto, the Goods, nor shall it connect the Goods to any third party computer or automation system without obtaining Sandvik's prior written consent.
- 16.6. Sandvik shall apply the same security and confidentiality standards to the Input Data and Output Data as it applies to its own commercially sensitive data.
- Equipment Monitoring Service
- 16.7. The Purchaser acknowledges and agrees that: (a) the Equipment Monitoring Service is a Digital Service provided by Sandvik based on Input Data received by Sandvik; and (b) Sandvik does not warrant (and cannot guarantee) that the Equipment Monitoring Service completely and accurately reflects the factual condition of the Connected Equipment; and (c) it is the Purchaser's sole responsibility to: (i) review the information in relation to the Equipment Monitoring Service; and (ii) confirm the actual condition of the Connected Equipment.
- 16.8. If, and to the extent, Input Data and/or Output Data contains any Personal Information, both parties agree to comply with all applicable requirements of the Data Protection Legislation.
- 16.9. For the purposes of the Data Protection Legislation, the Purchaser is the data controller and Sandvik is the data processor for such Personal Information.
- 16.10. For the avoidance of doubt, the Purchaser is solely responsible for ensuring that: (a) it has provided all necessary notices to all relevant data subjects; and (b) if deemed necessary by the Purchaser, all appropriate consents have been obtained to enable the lawful transfer to, and processing of, Input Data and/or Output Data by Sandvik and its Representatives (including Distributors) as described in the Contract.
- 16.11. The Purchaser hereby agrees that Sandvik, at its discretion and subject to Clause 16.8, may engage any subcontractor inside or outside the Republic of South Africa as a sub-processor for the processing of Personal Information hereunder; provided that Sandvik shall remain responsible in relation to the Purchaser for the acts and omissions of such subcontractors.
- 16.12. Except as expressly set out in the Contract, Sandvik: (a) makes no separate representation, warranty, or statement concerning the Digital Service, Equipment Monitoring Service, or software, their use, performance, results obtained, integration, satisfactory quality, suitability for any Purchaser requirements or given or intended purpose or situation, or information technology systems or its virus-free, error free or uninterrupted operation, or that the Digital Service, Equipment Monitoring Service, or software will not affect or disrupt any information technology systems; (b) does not provide any representation or warranty as to the accuracy of any Input Data and/or Output Data and makes no statement about the suitability of the Digital Service or Equipment Monitoring Service for a given situation; and (c) shall be under no obligation to store any Purchaser-specific data except for the Input Data.
- 16.13. The Purchaser agrees to indemnify (and keep indemnified) and fully reimburse Sandvik from and against any and all actions, claims (including counterclaims), proceedings, costs (including all reasonable legal costs), losses, damages, fines, penalties (including punitive or exemplary damages) and all other liabilities resulting from any obligations, acts and/or omissions by the Purchaser under this Clause 16 except where and to the extent that such violation is due to Sandvik's breach of its obligations under Clause 16.6.
- 17. Software**
- 17.1. Where the sale of any Goods, Services, Digital Services, or Connected Equipment also comprises the provision of software or systems ("**Software**") then, subject to any alternative licence specified in any separate terms of use applicable to the Digital Services, the Purchaser is granted, during the term of the Contract, a non-exclusive, non-transferable, non-sublicensable, and revocable right to use the relevant Software in accordance with the terms set forth in the Contract (while title to and any and all rights relating to the Software shall always remain vested in Sandvik).
- 17.2. The Purchaser shall not: without the prior written consent of Sandvik; or except to the extent expressly permitted under applicable Law: (a) format, convert, adapt, modify, reverse engineer, decompile, or disassemble the Digital Service or any Software or remove any Software from the Goods or Connected Equipment; (b) make copies of the relevant Digital Service or Software; (c) sell, licence, transfer, or otherwise dispose of, or distribute, the Digital Service or Software; or (d) use the Digital Service or Software for any other purpose than to the extent necessary for installing, operating and maintaining the Goods.
- 17.3. The Purchaser shall procure and ensure that its Representatives comply with Clause 17.2.
- 17.4. The Purchaser acknowledges and agrees that, as between the parties, the Digital Service (including the Equipment Monitoring Service) is provided to the Purchaser only and cannot be assigned by the Purchaser without Sandvik's prior written consent.
- 17.5. The Purchaser shall notify: (a) Sandvik if it sells, leases, rents, or otherwise assigns or transfers the Connected Equipment; and (b) the new customer and/or user that the Connected Equipment is connected to Sandvik's systems.
- 17.6. Other than the Connected Equipment, the Purchaser must have computer and network infrastructure that meets the requirements specified by Sandvik at Order Effective Date (the "**Minimum Technical Requirements**").
- 17.7. The Purchaser acknowledges and agrees that: (a) the performance of the Digital Service (including Equipment Monitoring Service) is dependent upon the Purchaser's information technology equipment meeting the Minimum Technical Requirements; (b) the Purchaser must throughout the term of the Contract ensure that its computing systems (including the network infrastructure) meets the Minimum Technical Requirements.
- 17.8. The Purchaser acknowledges and agrees that Connected Equipment and Digital Services may contain: (a) third party software; and (b) software that is subject to open-source licences, and that such third party software and open-source software is provided "as is" and "as available" and without any representation or warranty of any kind.
- 17.9. The Purchaser shall comply with any licence terms applicable to third party software and open-source software made known to it by Sandvik from time to time and agrees that such licence terms shall, unless otherwise expressly stated in the Contract, apply in lieu of these ToS as regards the Purchaser's use of such third party software and open-source software.
- 17.10. Any licence granted or implied under the Contract can be revoked at any time.
- 17.11. The Purchaser agrees to indemnify, defend, and hold harmless (and keep indemnified) Sandvik and its Representatives from and against all liabilities, costs and expenses suffered or incurred by Sandvik or its Representatives (including, without limitation, against all reasonable legal fees, arising out of or in connection with the delivery of or use of the Software by the Purchaser) except to the extent that any liability, loss or damage is solely and directly caused by negligence of Sandvik.
- 18. Liability**
- 18.1. Nothing in the Contract shall limit or exclude (or seeks to limit or exclude):
- 18.1.1. either party's liability to the other (to a greater extent than is permitted by applicable Laws) for any loss or damage resulting from: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; or (c) any other matter in respect of which loss or damage may not be limited or excluded under applicable Laws;
- 18.1.2. the Purchaser's liability to Sandvik: (a) to pay the Amounts Payable (including the price, freight, insurance, VAT, other taxes, customs or excise levies or duties (or similar)); or (b) for loss or damage arising: (i) under an indemnity given in the Contract; (ii) from a breach of applicable Laws (including arising from Unsafe facilities or activities, or in contravention of Export Laws, Sanctions, or Data Protection Legislation); or (iii) from any breach of Clause 15 (*Confidential Information*).
- 18.2. Subject to Clause 18.1, neither party shall be liable to the other (or to any third party claiming under or through the other) under any cause of action (whether such cause of action arises in contract (including under an indemnity or warranty), in tort or delict (including negligence or under statutory duty), for breach of statutory duty, or otherwise) for any loss or damage to the extent comprising: indirect, incidental, special, or consequential loss or damage; or 18.2.1 punitive or pure economic loss or cost; 18.2.2 loss of anticipated savings; 18.2.3 loss of contract or business opportunity; 18.2.4 loss of production or use; 18.2.5 loss or depletion of goodwill; 18.2.6 loss of profit, sales, revenue, or anticipated profit, sales, or revenue; 18.2.7 loss, damage, or corruption of data, in each case, whether arising directly or indirectly under or in connection with the Contract and whether or not reasonably foreseeable, reasonably contemplable, actually foreseen, or actually contemplated by a party at the Order Effective Date.
- 18.3. **Goods:** Subject to Clauses 6.4, 18.1, and 18.2, Sandvik's total aggregate liability to the Purchaser (and to any third party claiming under or through the Purchaser) shall not, with respect to liability arising from or caused by the supply and sale of Goods in breach of the Contract, exceed one hundred percent (100%) of the Amounts Payable that have been paid by the Purchaser for the Goods giving rise to the claim.



- 18.4. For the purpose of Clause 18.3, the Amounts Payable shall be calculated: (a) less any paid Delay Payments and reduction or reduced market value for replaced or terminated Goods claimed by the Purchaser; and (b) inclusive of all Amounts Payable for the initial commissioning of the Goods except in cases where the commissioning of the Goods is provided by Sandvik as a Service under a separate Contract.
- 18.5. **Services and Digital Services:** Subject to Clauses 18.1 and 18.2, Sandvik's total aggregate liability to the Purchaser (and to any third party claiming under or through the Purchaser) shall not, with respect to liability arising from or caused by the provision of Services or Digital Services in breach of the Contract, in each successive period of twelve (12) months from (and including) the Order Effective Date (each a "**Contract Year**") and in respect of all causes of action arising in that Contract Year (as determined by the date on which the liability giving rise to the cause of action arose), exceed one hundred percent (100%) of the Amounts Payable that have been paid by the Purchaser for the Services or Digital Services giving rise to the claim under the Contract for the Contract Year in question.
- 18.6. The parties agree that the provisions of this Clause 18 (*Liability*) are considered by them to be reasonable in all the circumstances, having taken into account the nature of the Goods, Services, Digital Services, and the Amounts Payable.
- 19. Sanctions, Export Laws, End-User Assurance etc.**
- 19.1. The Purchaser represents and warrants that neither it nor any Related Entity or Representative (including its Related Entities) is currently (or is otherwise controlled by) a Sanctioned Person or otherwise the subject or the target of any Sanctions.
- 19.2. The Purchaser represents and warrants, from the Order Effective Date and on an ongoing basis, that it shall: (a) strictly comply with, and adhere to, all Sanctions; (b) not engage in any activity, practice or conduct involving a Sanctioned Person or a Prohibited Country; (c) not engage in activity, practice, or conduct in any manner that would breach Sanctions, cause Sandvik or its Related Entities to breach Sanctions, or that could expose it, Sandvik or their Related Entities to the risk of adverse measures pursuant to any Sanctions (including being designated as a Sanctioned Person); (d) not directly or indirectly (even when under threat of deterring financial liability) sell, re-sell, circumvent, transfer, retransfer, provide, export, re-export, divert, loan, lease, consign, or otherwise release or dispose of any Goods or Confidential Information to military (or military intelligence) end-users or for military (or military intelligence) end use; to, via or for the benefit of a Sanctioned Person; or to a Prohibited Country; (e) ensure that the Goods and Confidential Information will not be used, re-exported, transferred, or retransferred for any purpose connected with chemical, biological, or nuclear weapons, or missiles capable of delivering such weapons; and the Goods, or any replica of them, will not be used in any nuclear explosive activity or unsafeguarded nuclear fuel cycle. The Purchaser understands and acknowledges that Sandvik is not responsible for any Goods or Confidential Information that are subsequently exported or re-exported by the Purchaser or sold to another person and/or representative, domestic, or foreign. In the event of such a post-sale re-export, transfer or re-transfer of the Goods or Confidential Information, the Purchaser is responsible for complying with (and warrants and represents that it shall comply with) all Sanctions and Export Laws, including by obtaining all export licenses or authorisations where required under law (including the Sanctions) and imposing obligations equivalent to those contained in this Clause 19 on its customers with respect to all subsequent transactions involving the Goods; and (f) maintain its own policies and procedures to ensure compliance with Sanctions and Export Laws (and the Sanctions-related / Export Laws- related provisions in the Contract).
- 19.3. The Purchaser: (a) represents and warrants that it will take all reasonable measures to ensure that its employees, subcontractors, agents, intermediaries, and Representatives will comply with the terms of the Contract; (b) shall cause all subcontractors to give and enter into representations, warranties, and undertakings substantially equivalent to those set out in Clause 19.2. For the purposes of this Clause 19.3, reasonable measures includes (but is not limited to) policies, procedures, and training relating to compliance with Sanctions, Export Laws, and the Sanctions-related provisions of these ToS; and (c) shall establish and maintain adequate internal controls and mechanisms to: (i) detect conduct by third parties in its downstream commercial chain, including possible resellers, that violates, or frustrates the purpose of, Sanctions; and (ii) ensure it obtains sufficient knowledge about the end-user to determine whether, for each contract, the Goods could be destined for an end-use which is not permitted under this Agreement.
- 19.4. Nothing in the Contract requires either party to take any action, or refrain from taking any action, where doing so would be prohibited by, or subject to penalty under any Sanctions, or where doing so would expose the party or its Related Entities to the risk of adverse measures pursuant to any Sanctions.
- 19.5. Each party agrees to take advantage of any general licence to lawfully allow for the performance of the terms of the Contract if such performance is affected by Sanctions. For the avoidance of doubt, nothing in the Contract, or otherwise, requires Sandvik to apply for any specific licence or authorisation in the event that performance of the terms of the Contract becomes unlawful pursuant to Sanctions.
- 19.6. If the Purchaser breaches any representation or warranty set out in this Clause 19 or, in Sandvik's reasonable opinion, any such breach is likely to occur, the parties agree that Sandvik may terminate or suspend (at its own discretion) its relationship with the Purchaser immediately, and that Sandvik shall not be liable toward the Purchaser or any third party for any subsequent non-performance by Sandvik under the Contract, and that the Purchaser shall indemnify and hold Sandvik harmless from any claims, losses, damages, fines, or penalties relating to such non-performance or otherwise arising from a breach of representation or warranty.
- 19.7. The Purchaser shall notify Sandvik immediately (and no later than within seventy two (72) hours of knowing or suspecting the breach) of any known or suspected breach or any activities that could frustrate or breach this Clause 19 (whether by the Purchaser or any other entity or person) of any representation or warranty set out in the Clauses above or it becomes aware that performance of the Contract, or any actions taken in relation to or pursuant to the Contract have, or may lead to, a breach of this Clause 19. Further, the Purchaser shall provide all information relating to requests for any Goods, that the Purchaser suspects could violate or circumvent Sanctions, or where the provision of Goods would breach the Purchaser's commitments under the obligations above in these Clauses, including requests from or on behalf of a Sanctioned Persons or attempts to acquire any Goods in violation of Sanctions.
- 19.8. If Sandvik elects to suspend the Contract pursuant to Clause 19.6: (a) Sandvik shall cease performance under the Contract with immediate effect upon serving written notice to the Purchaser; (b) the Purchaser shall make available to the Sandvik information concerning compliance with the obligations under Clause 19 within two weeks of the simple request of such information, (c) any suspension will last for a period of up to one hundred and twenty (120) Days. If, after this period, Sandvik is unable to confirm that the Purchaser is in compliance with this Clause 19, Sandvik may elect to terminate the Contract with immediate effect; and (c) for the suspension to cease having effect, Sandvik must serve the Purchaser with a written notice confirming that the suspension period has come to an end.
- 20. Termination**
- 20.1. If: the Purchaser breaches any provision of the Contract (including a provision relating to the payment of money) and fails to remedy such breach within 10 (ten) Business Days after receiving written notice from Sandvik; or the Purchaser suffers or becomes subject to an Insolvency Event; or an event giving rise to a termination right described in the Contract occurs, then Sandvik may, at its sole discretion, upon written notice to the Purchaser: (a) immediately withdraw any Facility which may have been extended to the Purchaser and require the immediate payment of all moneys owed to Sandvik by the Purchaser, whether or not they were due for payment at that time or due for payment in the future; (b) immediately suspend the performance of the Contract (including any licence granted under the Contract); (c) immediately terminate (without penalty) the Contract; (d) immediately take all possible action to protect its interest in the Goods and the Sandvik IPR; and/or (e) recover all costs and losses associated with such termination action.
- 20.2. Termination of the Contract (howsoever arising) shall be without prejudice to the accrued rights and liabilities of either party as at the termination date.
- 20.3. Sandvik agrees to store and to allow the Purchaser to download or otherwise retrieve, Purchaser-specific Input Data and/or Output Data provided that such request has been made to Sandvik in writing and within a maximum of thirty (30) days from (and including) the date on the Contract terminated or expired.
- 20.4. The Purchaser may terminate the Contract with immediate effect by giving written notice to Sandvik if Sandvik commits a material breach of the Contract that is not so remedied within forty five (45) Days from written notice requiring remedy of the material breach.
- 20.5. For the purposes of Clause 20.4, the Supply of defective Goods shall not in and of itself be construed as a material breach of the Contract and, in such cases, the Purchaser's rights and remedies available under the Sandvik Warranty and the provisions of Clause 11 (*Sandvik Warranty*) apply.
- 20.6. Any provision of this Contract which contemplates performance or observance subsequent to any termination or expiration of this Contract shall survive any termination or expiration of this Contract and continue in full force and effect.
- 20.7. If there is no fixed term stipulated in the Contract, then the Contract shall continue indefinitely, subject to cancellation in accordance with the Contract and/or these ToS.



## 21. Force Majeure and Specified Risks

### Force Majeure

- 21.1. The Purchaser acknowledges and agrees that Sandvik shall not be: (a) in breach of the Contract; or (b) liable to the Purchaser under the Contract (or otherwise) for any default or delay in the performance of its obligations under the Contract if, and to the extent, the breach, default, or delay is caused or contributed to by an event of Force Majeure.
- 21.2. Where an event of Force Majeure occurs: (a) Sandvik shall be excused from further performance or observance of the obligations in the Contract impacted by the event of Force Majeure for so long as the circumstances causing the event of Force Majeure prevail; (b) Sandvik shall be entitled to receive an equitable adjustment to any milestones or delivery dates impacted by the event of Force Majeure; and (c) Sandvik shall, as soon as is reasonably practicable: (i) notify the Purchaser of any known consequences to the supply of the Goods or Services (including transport and logistics and their costs) impacted by the event of Force Majeure; and (ii) give the Purchaser reasonable details of the likely consequences of the event of Force Majeure, and, with respect to the foregoing, Sandvik (acting reasonably) reserves the right to pass through such cost to the Purchaser provided that any increase in costs will be calculated in accordance with any rates specified in the Contract, or if there are no rates, by a reasonable amount.
- 21.3. If a Force Majeure event prevents, hinders, or delays Sandvik's performance of its obligations for a continuous period of one hundred and eighty (180) Days or more, then either party may terminate the Contract impacted by the event of Force Majeure by giving two (2) weeks' written notice to the other party.

### Specified Risks

- 21.4. The Purchaser agrees that: (a) given the nature of the Specified Risks; and (b) without prejudice or limitation to the generality of Clauses 21.1 to 21.3 (inclusive), Sandvik's performance or observance of its obligations under the Contract may be impacted by a Specified Risk.
- 21.5. The Purchaser agrees that, on the occurrence of a Specified Risk, Sandvik may, acting reasonably, require equitable changes to the Contract (including to milestones, delivery dates, and prices) to the extent necessary to compensate for the consequences of the Specified Risk.

## 22. Unsafe conditions and applicable Laws

- 22.1. The Purchaser shall ensure that it complies with all applicable Laws relating to or concerning: (a) the environment and emissions; (b) occupational health and safety; (c) sustainability; (d) the operation of plant and machinery; and (e) hazards and hazardous substances, and shall have and maintain all appropriate procedures and policies required by applicable Law.
- 22.2. Notwithstanding the generality of Clause 22.1, the Purchaser shall: (a) take all steps necessary to prevent the occurrence of Unsafe conditions or activities; and (b) notify Sandvik if it observes, reasonably suspects, or becomes aware of an Unsafe condition or activity.
- 22.3. If Sandvik identifies an Unsafe condition as described in Clause 22.2, Sandvik may require the Purchaser to remove or, to the extent reasonably possible, mitigate the effect of the Unsafe condition, and the Purchaser must comply with that request promptly and without delay.
- 22.4. Sandvik reserves the right to suspend the delivery of Goods or performance of Services or Digital Services to the Purchaser where any Unsafe condition exists until such time as the Unsafe condition has been rectified to Sandvik's satisfaction.
- 22.5. The Purchaser shall ensure that: (a) it notifies Sandvik of all Unsafe conditions or activities of which it becomes aware (including those within its control) promptly and without delay (and immediately where the Unsafe condition or activity may risk the health or safety of Sandvik's Representatives); and (b) all relevant personnel are informed of, and comply with: (i) all relevant Laws; and (ii) any Sandvik protocols, codes of conduct, policies, or procedures notified to the Purchaser (which may include health and safety requirements, machine operation instructions or manuals, security policies, employee conduct requirements, sustainability and environment policies) from time to time in connection with the Contract.

## 23. Applicable Laws Indemnity

- 23.1. The Purchaser shall indemnify Sandvik, its Affiliates, and their Representatives and Related Entities (and keep such persons indemnified) for itself and on behalf of its Related Entities and Representatives from and against all and any Liabilities suffered or incurred in any jurisdiction by Sandvik or its Affiliates or any of its Related Entities or Representatives in relation to: (a) any failure by the Purchaser to comply with Clause 19 (*Sanctions, Export Laws, and End-User Assurances etc.*), or Clauses 24.3 (*Anti-bribery*), 24.4 (*Modern Slavery*), or 24.5 (*Anti-facilitation of tax avoidance*), including Liabilities relating to any steps or actions which are required to be taken by Sandvik to remedy any such failures; or (b) a breach of the applicable Laws described therein.
- 23.2. For the purposes of this Clause 23: (a) "**Liabilities**" means all Claims which may be alleged, threatened, made or brought by or against Sandvik and/or its Affiliates (or any of its Related Entities or Representatives) and all Losses which may be suffered or incurred by Sandvik and/or its Affiliates (or any of its Related Entities or Representatives); (b) "**Claims**" means any actual or potential claims, suits, actions, proceedings or investigations (whether by any investigative body, Sanctions Authority or otherwise), demands, judgments or awards; and (c) "**Losses**" means any losses, liabilities, damages, costs, charges or expenses (including reasonable professional fees incurred in investigating or defending any claim or proceeding whether such claim or proceeding is successfully defended or not), fines or penalties; and including all Losses which it may incur in investigating, considering, responding to, disputing, defending or settling any Claim (whether or not Sandvik and/or its Affiliates or any Related Entity or Representative is an actual or potential party to such Claim) or in establishing its right to be indemnified pursuant to the Contract.

## 24. Miscellaneous provisions

- 24.1. Severability: If any provision of the Contract is found by a court or administrative body having competent jurisdiction over the Contract to be wholly or partly illegal, invalid, or unenforceable then that provision (or the part that is illegal, invalid, or unenforceable) shall be: (a) modified to the extent necessary to give effect to the commercial intention of the parties; or (b) where the above is not possible, treated as deleted from the Contract, provided that a deletion made under Clause 24.1(b) shall not affect the validity or enforceability of the remaining provisions (or part provisions) of the Contract.
- 24.2. Exclusive and cumulative remedies: Except as otherwise expressly provided in the Contract (including as a sole or exclusive remedy): (a) no right, power, privilege, or remedy conferred is intended to be exclusive of any other right, power, privilege, or remedy; and (b) remedies provided under the Contract shall be cumulative and in addition to, and not in lieu of, any other remedies available to either party at Law, in equity, or otherwise.
- 24.3. Code of conduct and compliance with anti-bribery Laws: The Purchaser shall at all times comply with: (a) the Sandvik Code of Conduct (a copy of which is available on request); and (b) all applicable Laws relating to anti-bribery and anti-corruption (including anti-money laundering) including the [Prevention and Combating of Corrupt Activities Act, No. 12 of 2004](#), the UK Bribery Act 2010 and the US Foreign Corrupt Practices Act as amended from time to time).
- 24.4. Modern slavery: Without prejudice to any other provision within the Contract, the Purchaser shall, at all relevant times: (a) comply with the provisions of the Modern Slavery Act 2015 and all applicable Laws made under it or relating to it, and ensure that all of its personnel have received appropriate training on the same; (b) comply with the Sandvik Code of Conduct relating to modern slavery or human trafficking as is notified to the Purchaser by Sandvik from time to time; (c) immediately notify Sandvik in writing if it has reason to believe that it, or any member of its supply chain, is in breach of, or is likely to breach, the Modern Slavery Act 2015 or any provisions of this Clause 24.4 (or would do so if it were a party to the Contract), or if it receives a communication from any person alleging breach of the Modern Slavery Act 2015; (d) retain detailed, accurate, and continuously maintained records setting out: (i) its staff hiring procedures; (ii) its supplier and sub-contractor selection processes; and (iii) the steps it takes to ensure that it, and each member of its supply chain, is not engaged in any activity prohibited by the Modern Slavery Act 2015, and shall promptly provide copies of such records to Sandvik at Sandvik's request.
- 24.5. Anti-facilitation of tax evasion: The Purchaser shall (and shall ensure that its supply chain shall): (a) not engage in any activity, practice, or conduct which will or may constitute: (i) a tax evasion facilitation offence; or (ii) a foreign tax evasion facilitation offence; (b) have (and maintain in place) throughout the term of the Contract, a reasonable prevention procedure to ensure: (i) the prevention of the facilitation of tax evasion by another person (including without limitation employees of the Provider); and (ii) compliance with this Clause 24.5; (c) promptly report to Sandvik any request or demand from a third party made in connection with the Contract to facilitate the evasion of tax; and (d) within twelve (12) months of Order Effective Date, and annually thereafter, certify to Sandvik in writing signed by an officer of the Purchaser, its compliance with this Clause 24.5 by the Purchaser and all persons associated with it.



## 24.6. Data Protection Legislation Consent:

- 24.6.1 The Purchaser consents to and agrees that: (a) Sandvik, and its employees, officers and authorised contractors (hereinafter referred to as "Sandvik") may collect personal information and special personal information as defined in the Data Protection Legislation ("Personal Information") from the Purchaser and where necessary from any other source for the purpose of Sandvik conducting and furthering its business interests in general, and including, without limitation, for the purpose of executing any rights and obligations that it may have in relation to the Purchaser or any matter in respect of which the Purchaser and/or the Personal Information applies, the preservation of data which is, or which may be applicable to any claim or dispute, and the maintenance of reasonable, accurate and complete historical record keeping ("the Purpose"); (b) the Purpose is fair and legitimate for Sandvik, so that it can comply with law and contract with the Purchaser and manage the concomitant relationship and other matters arising from it, including to facilitate the duration of any prescriptive periods contemplated in the Prescription Act No. 68 of 1969, or any other period reasonably determined by Sandvik; (c) Sandvik may use and/or disclose Personal Information to any person (in any geographic area) that Sandvik, acting reasonably, deems desirable for the Purpose; (d) Sandvik may retain Personal Information in any form, for as long as Sandvik in its sole discretion deems desirable for the Purpose; and (e) notwithstanding the provisions contained in 26.6.2 below, in terms of section 18(4) of POPIA, it does not require Sandvik to comply with all of the provisions of section 18(1) of POPIA.
- 24.6.2 The Purchaser, subject to paragraph 24.6.1(e), is hereby informed that the provisions of section 18(1) of POPIA state that: (a) "a responsible party must take reasonably practicable steps to ensure that the data subject is aware of: (i) the information being collected and where the information is not collected from the data subject, the source from which it is collected; (ii) the name and address of the responsible party; (iii) the purpose for which the information is being collected; (iv) whether or not the supply of information by the data subject is voluntary or mandatory; (v) the consequences of failure to provide the information; (vi) any particular law authorising or requiring the collection of the information; (v) the fact that, where applicable, the responsible party intends to transfer the information to a third country or international organisation and the level of protection afforded to the information by that third country or international organisation; (vii) any further information such as the: a. recipient or category of recipients of the information; b. nature or category of the information; c. existence of the right of access to and the right to rectify the information collected; d. existence of the right to object to the processing of personal information as referred to in Section 11(3); and e. right to lodge a complaint to the information regulator and the contract details and the information regulator, which is necessary, having regard to the specific circumstances in which the information is or is not to be processed, to enable processing in respect of the data subject to be reasonable".
- 24.6.3 Insofar as Sandvik is a member of a group of companies, the Purchaser extends the consents hereby given to each Sandvik entity constituting the said group.
- 24.7. Assignment and novation: The parties agree that: (a) Sandvik may assign, novate, or otherwise deal with the Contract pursuant to these ToS without the consent of the Purchaser, to the extent permissible by Law; and (b) the Purchaser agrees to provide all assistance reasonably required by Sandvik to give effect to its rights under this Clause.
- 24.8. Subrogation rights: Except where prohibited by Law, the Purchaser shall require its insurer (if any) to waive all rights of subrogation against Sandvik or Sandvik's insurers.
- 24.9. No waiver: No delay, neglect, or forbearance on the part of either party in enforcing against the other party any term or condition of the Contract shall be, or shall be deemed to be, a waiver or in any way prejudice any right of that party under the Contract.
- 24.10. Notices: Any notice or demand under the Contract shall be: (a) given in writing; and (b) delivered by registered mail, courier, or by hand to the address set out in the Order or, with the exception of the service of legal proceedings, sent by email to the address specified in the Order. A notice given in accordance with this Clause 24.9 shall be deemed to have been received: (a) if delivered by hand or courier on a business day (for the recipient) before 17:00 p.m. recipient's time, on the date of delivery; (b) if delivered by hand or courier on a business day (for the recipient) on or after 17:00 p.m. recipient's time, the business day (for the recipient) following the date of delivery; (c) if delivered by registered mail, seven (7) Days after the date of posting; or (d) email, at 9.00 a.m. (recipient's time) on the business day (for the recipient) immediately following transmission.
- 24.11. Third party rights: A person who is not a party to the Contract may not enforce any of its terms under the applicable laws or otherwise.
- 24.12. No partnership or agency: The parties agree that nothing in the Contract is intended to create: (a) a partnership; (b) the relationship of principal and agent; or (c) the relationship of employer and employee, between the parties.
- 24.13. Survival: Those provisions of the Contract that, by their nature, are intended to survive the termination or expiry of the Contract, shall so survive.
- 24.14. Dispute resolution: The parties agree that: (a) any dispute arising out of, or in connection with, the Contract (including any question regarding its existence, validity, or termination) shall be referred to and finally resolved by arbitration in accordance with the Rules of the Arbitration Foundation of Southern Africa – Commercial Arbitrations (**AFSA Rules**). The arbitration proceedings shall be conducted as expeditiously as possible and be governed by the Arbitration Act, Act 42 of 1965 (as amended) (the "**Arbitration Act**") but the time periods provided for in Section 23 of the Arbitration Act shall not apply hereto., which rules are deemed to be incorporated by reference into this Clause; (b) the arbitration shall be determined by, at Sandvik's option: (i) a single; or (ii) a panel of, independent arbitrator(s) who, in the absence of agreement between the parties, shall be appointed by AFSA; (c) the seat, or legal place, of arbitration shall be Johannesburg, South Africa; (d) the language to be used in the arbitral proceedings shall be English; (e) the decision of the arbitrator(s) shall be final and binding on the parties, and subject to the aforesaid, the parties hereby exclude any rights of application or appeal to any court to the extent that they may validly so agree and in particular in connection with any question of Law; (f) all documents and information disclosed in the course of the arbitration shall be kept strictly confidential by the recipient and shall not be used by the recipient for any purpose other than for the purposes of the arbitration or the enforcement of the arbitrator's decision and award; (g) except as required to enforce the arbitrator's decision and award, the parties shall not, and shall procure that their respective personnel, their respective Affiliates, and the personnel of their respective Affiliates shall not, make any announcement, or comment upon, or originate any publicity, or otherwise provide any information to any third party (other than its legal advisors, insurers, and auditors) concerning the arbitration including the fact that the parties are in dispute, the existence of the arbitration, or any decision or award of the arbitrator; and (h) nothing in the Contract shall prevent Sandvik from applying for interim, interlocutory, or other provisional relief to protect its rights and interests (including temporary restraining orders and interlocutory injunctions to protect the Sandvik IPR or Confidential Information) in any court of competent jurisdiction provided that such provisional relief shall not prevent or stay any arbitration.
- 24.15. Governing law and jurisdiction: The parties agree that: (a) the governing law of the Contract shall be the laws of the Republic of South Africa (without giving effect to its conflict of laws provisions); (b) the submission to the jurisdiction of the AFSA Rules shall not limit the right of Sandvik to take proceedings against the Purchaser in any court which may otherwise exercise jurisdiction over the Purchaser or any of its assets; (c) the United Nations Convention on Contracts for the International Sale of Goods does not apply to the Contract; (d) for the purposes of Sandvik's rights under Clause 24.16(h), the Gauteng Division of the High Court shall have jurisdiction with respect to applications for interim, interlocutory, or other provisional relief (including applications for temporary restraining orders and interlocutory injunctions); and e) The Customer hereby warrants to and in favour of Sandvik that it is a juristic entity with an asset value and/or annual turnover of at least R2,000,000.00 (two million Rand) and accordingly: the provisions of the National Credit Act, No. 34 of 2005 do not apply to this Contract by virtue of section 4 thereof; and the provisions of the Consumer Protection Act, No. 68 of 2008 do not apply to this Contract by virtue of section 5 of thereof.
- 24.16. All provisions of this Contract are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. If any provision of this Contract becomes unenforceable, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatsoever, it shall, only to the extent that it is so unenforceable, be treated as pro non scripto and the remaining provisions of this Contract shall remain of full force and effect. The parties declare that it is their intention that this Contract would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof.
- 24.17. Sandvik (without prejudice to its other rights), will be entitled from time to time to deduct from any amounts due or owing by Sandvik to the Customer in connection with any agreement or contract with the Customer any and all amounts owed by the Customer to Sandvik.
- 24.18. The parties choose *domicilium citandi et executandi* for all purposes of the giving of any notice, the serving of any process and for any other purpose arising from the Contract and these ToS, on the addresses stipulated in the Contract as otherwise provided by a party in writing.

## 25. Definitions

In these ToS words or phrases beginning with a capital letter shall have their respective meanings given below:

- 25.1. **Affiliate:** any entity which: (a) is controlled by a party; (b) controls a party; or (c) is under common control with a party, where **control** means the direct or indirect ownership of more than fifty per cent (50%) of the shares or interests entitled to vote for the directors of such entity or equivalent power over the management of such entity, for so long as such entitlement or power exists.
- 25.2. **AFSA:** the Arbitration Foundation of Southern Africa.



- 25.3. **Amount Payable:** the amount of any debit balance shown on an invoice.
- 25.4. **Confidential Information:** any information or data, in respect of a party or its Affiliates or Representatives or their respective operations, including but not limited to reports, brochures, technical documents, specifications, part-numbers, service manuals, drawings, information, interpretations, production methods, records, operations, processes, plans, product information, price lists, market opportunities and customers containing or otherwise reflecting any information that is or may be proprietary and includes, but is not limited to, trade secrets, concepts, know-how, designs, patent applications, inventions, Software, (cross) references, processes, business plans, and financial information, that a party discloses to the other party or its Affiliates or Representatives in writing, orally or otherwise.
- 25.5. **Connected Equipment:** equipment, including Goods, which have remote monitoring hardware or software installed, connected, and activated by Sandvik.
- 25.6. **Contract:** means: (a) the Order Acceptance; (b) these ToS; (c) the separate terms of use applicable to the Digital Services provided or made available to the Purchaser by Sandvik in advance of the provision of the Digital Services (if any); (d) the Quote; (e) the Order (subject to Clause 3.2) or contract to which these ToS have been attached or incorporated by reference; and (f) any other document which is attached to or incorporated by reference in the Order Acceptance, these ToS, the terms of use for the Digital Services (if any), or the Quote.
- 25.7. **Data Protection Legislation:** means: (a) if directly applicable, the Protection of Personal Information Act, No. 4 of 2013; and/or (b) any national laws, regulations and legislation in relation to data privacy, as amended or updated from time to time.
- 25.8. **Day(s):** all calendar days, including weekends and holidays.
- 25.9. **Delay Payment(s):** the liquidated damages (if any): (a) expressly specified in the Contract; and (b) payable, subject to the performance relief mechanisms set out in these ToS, where specified Goods are not delivered on or before the expiry of the Delivery Date, provided that, under no circumstances, shall the Delay Payment payable for a relevant Good exceed 5% (five percent) of the total fees payable for that Good (ex VAT).
- 25.10. **Delivery Date:** the date (or period) for delivery of the Goods or Services as specified and agreed in the Contract.
- 25.11. **Digital Services:** the Sandvik digital services: (a) specified in the Contract; or (b) otherwise provided in connection with Connected Equipment (including the Equipment Monitoring Service).
- 25.12. **Distributor:** Sandvik Representatives (including agents, distributors, dealers, or other intermediaries) who: (a) sell or resell Goods, Services, or Digital Services; or (b) provide Sandvik with equipment or services.
- 25.13. **Due Date:** means, with respect to: (a) the sale of Goods comprising capital equipment or any sale of Goods to the Purchaser without a valid Facility, 50% (fifty percent) upon placement of the Order and 50% (fifty percent) before the Delivery Date, payable within seven (7) Days from (and including) the issue date of the relevant invoice; (b) the sale of Goods comprising parts or consumables, chemical resins, or resin capsules, thirty (30) Days from (and including) the issue date of the relevant invoice for a Purchaser with a valid Facility; and (c) the supply of Services or Digital Services, thirty (30) Days from (and including) the issue date of the relevant invoice for a Purchaser with a valid Facility.
- 25.14. **Equipment Monitoring Service:** the services provided by Sandvik in connection with receiving Input Data as may be further detailed in the Contract which may include, but is not limited to, availability to Connected Equipment data via a web managed (or similar) subscription service received following online acceptance of any relevant web portal terms and conditions.
- 25.15. **Export Laws:** the: (a) International Trade Administration Act, No. 71 of 2002; (b) UK Export Control Act 2002; (c) retained EU law version of the Dual-Use Regulation (428/2009/EC); (d) retained EU law version of the Anti-Torture Regulation (EU 2019/125); (e) retained EU law version of the Firearms Regulation (258/2012/EU); and (f) all other applicable import and export control laws of the Republic of South Africa and a Sanctions Authority.
- 25.16. **Facility:** a purchase or credit facility.
- 25.17. **Force Majeure:** any acts, events, omissions, or circumstances beyond Sandvik's reasonable control including: (a) any shortage of electricity, water, or other utilities; (b) lack of production or capacity; (c) a failure in public or third-party controlled telecommunications networks (including the Internet); (d) strikes, lock outs, labour disputes, fires, floods, storms, epidemics or pandemics, acts of God or public enemy, malicious or accidental damage, delays in transport or delays by a carrier servicer, breakdowns in plant, machinery, non-performance or failure by any bank in relation to sending or receiving money under the Contract due to applicable Laws; (e) compliance with Law, governmental order, rule, regulation or direction; or (f) acts or omissions of the Purchaser or a third party that would, or is likely to, result in Sandvik being in breach (or in the reasonable opinion of Sandvik is likely to become in breach) of any Law (including extraterritorial laws), any financing arrangements, including any loan facilities or issued notes of Sandvik AB (publ.) or any of its Affiliates, or the Contract. The parties agree that a breach of the Sanctions and Export Laws does not fall within the definition of "Force Majeure" except, with respect to Sandvik, for Sanctions and/or embargoes that relate directly or indirectly to Sandvik's supply chain.
- 25.18. **Goods:** the Sandvik equipment and/or other components supplied to the Purchaser under, and in accordance with, the Contract.
- 25.19. **Input Data:** data that is generated, collected, recorded, or uploaded either by, from or in connection with, the Connected Equipment, including utilisation information regarding the Connected Equipment and the standard industry data SAE J1939 but excluding any data or information regarding Sandvik's equipment control systems including how to achieve functional performance.
- 25.20. **Insolvency Event:** the Purchaser is or becomes subject to one or more of the following events: (a) it suspends or threatens to suspend payment of its debts or becomes unable to pay its debts when they are due; (b) its financial position deteriorates to such an extent that, in Sandvik's opinion, the Purchaser's ability to fulfil its obligations under the Contract has been placed in jeopardy; (c) it commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Purchaser or business rescue; (e) an application is made to court, or an order is made, for the appointment of an administrator, business rescue practitioner or liquidator of any kind, or if a notice of intention to appoint an administrator, business rescue practitioner or liquidator of any kind is given or if an administrator is appointed, over the Purchaser; (f) a person becomes entitled to appoint a receiver over the assets of the Purchaser or a receiver is appointed over the assets of the Purchaser; (g) the holder of a qualifying floating charge over the assets of the Purchaser over the assets of the Purchaser has become entitled to appoint or has appointed an administrative receiver; (h) a creditor or encumbrancer of the Purchaser attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Purchaser's assets and such attachment or process is not discharged within fourteen (14) Days; (i) it informs any person that it is, presumed to be, insolvent; (j) it ceases or threatens to cease to carry on business; or (k) any guarantee or security given to Sandvik (including the Security Interest) in relation to the Purchaser is revoked or becomes unenforceable.
- 25.21. **Intellectual Property Rights or IPR:** (a) patents, any extensions of the exclusivity granted in connection with patents, petty patents, utility models, registered designs, plant variety rights, applications for any of the foregoing (including, but not limited to, continuations, continuations-in-part and divisional applications), the right to apply for and be granted any of the foregoing, rights in inventions; (b) copyrights, design rights, semiconductor topography rights, moral rights, publication rights, database rights; (c) trade marks and service marks, applications for any of the foregoing, the right to apply for any of the foregoing, rights in trade names, business names, brand names, get-up, logos, domain names and URLs; (d) rights in know-how, trade secrets and Confidential Information, data exclusivity rights; and (e) all other forms of intellectual property right having equivalent or similar effect to any of the foregoing which may exist anywhere in the world.
- 25.22. **Law(s):** (a) statutes, statutory instruments, regulations, by-laws, rules, ordinances, guidance, or subordinate legislation; (b) the common law and the law of equity; (c) a binding court order, judgment, or decree; (d) any industry code, guidance, policy or standard which, in each case, is enforceable by law or a regulator; and (e) any direction, policy, rule or order that is legally binding and that is made or given by a regulator.
- 25.23. **Minimum Technical Requirements:** has the meaning given in Clause 17.6.
- 25.24. **Order:** the purchase order or request issued by the Purchaser to Sandvik for the Goods, Services, or Digital Services.
- 25.25. **Order Acceptance:** Sandvik's acceptance of the Order and consequent agreement to the Contract by either: (a) delivering the Goods, Services, or Digital Services; or (b) issuing the Purchaser with a document named 'Order Acceptance' (or similar).
- 25.26. **Order Effective Date:** the date on which the Order Acceptance occurs.
- 25.27. **Output Data:** Input Data that has been processed by Sandvik in order to provide deliverables to the Purchaser as part of the Equipment Monitoring Service which always excludes any data or information regarding Sandvik's equipment control systems including how to achieve functional performance.
- 25.28. **party:** Sandvik or the Purchaser (as the case may be).
- 25.29. **parties:** Sandvik and the Purchaser.



- 25.30. **Personal Data:** has the meaning to such term in the Protection of Personal Information Act, No. 4 of 2013.
- 25.31. **POD:** proof of delivery (as issued by Sandvik to the Purchaser).
- 25.32. **Project IPR:** the Intellectual Property Rights in any and all outputs, work products, or deliverables arising from, under, or in connection with the sale of the Goods or the provision or receipt of the Services or Digital Services.
- 25.33. **Purchaser:** the person or entity who Orders the Goods, Services, or Digital Services from Sandvik.
- 25.34. **Purchaser Obligations:** has the meaning given in Clause 12.2.
- 25.35. **Purpose:** Sandvik's business purposes including: development, optimisation, improvement, marketing, analysing market trends, evaluation of adoption rates, scheduling, and support of Sandvik's other current and future goods and services offerings, parts deliveries, software and hardware, product support, product development and other business improvements or offerings, including aggregating Sandvik Data with other data for the purpose of providing performance comparisons or benchmarking to Sandvik's other customers.
- 25.36. **Quote:** the quote or proposal document issued by Sandvik to the Purchaser for the Goods, Services, or Digital Services.
- 25.37. **Related Entity:** in respect of any entity, any of its representatives, contractors, subcontractors, intermediaries, joint venture and consortium partners, officers and directors and that entity's subsidiaries, parent companies (whether direct or indirect) and subsidiaries of a parent company, provided that such entity/person: (a) is receiving or performing services hereunder, or (b) is in any other way (directly or indirectly) associated with the Contract or linked to the Purchaser.
- 25.38. **Representatives:** any director, employee, officer, adviser, auditor, agent, consultant, distributor, or subcontractor of a party or its Affiliate.
- 25.39. **Return Note:** a written note from Sandvik instructing the Purchaser to return the Goods to a warehouse designated by Sandvik.
- 25.40. **Sanctioned Person:** any individual, entity, vessel, or aircraft: (a) listed on a Sanctions List; (b) that is resident or located in, operating from, or incorporated under the laws of a Sanctioned Territory; (c) that is, or is part of, the government of a Sanctioned Territory or any political subdivision, body, agency or instrumentality thereof, or fully or partially owned (directly or indirectly); or (d) fully or partially controlled by, or acting on behalf or at the direction of, or for the benefit of, any individual or entity on a Sanctions List (including but not limited to where the level of direct or indirect ownership amounts to 45% or more on aggregate).
- 25.41. **Sanctioned Territory:** Afghanistan, Belarus, Crimea, Cuba, Iran, North Korea, Syria, Russia, so-called Donetsk and Luhansk Peoples' Republics and other Ukrainian territories claimed to be Annexed by Russia or any country or region which is, or whose government is, or becomes, a target of comprehensive, country-wide or territory-wide Sanctions.
- 25.42. **Sanctions:** any laws enacted, administered, implemented, imposed, or enforced from time to time by any Sanctions Authority in relation to economic, financial, or trade sanctions or export controls, or similar restrictive measures.
- 25.43. **Sanctions Authority:** (a) the United Nations Security Council; (b) the United States of America; (c) the United Kingdom; (d) Canada; (e) Australia; (f) the European Union (and/or its individual member states); and (g) the respective governmental institutions and agencies of any of the foregoing, or any other jurisdiction that may be relevant to the performance of the Contract, or rights and obligations pursuant to the Contract (including jurisdictions relevant to any Related Entities or Affiliates, and/or to the end use of the Goods), including the Office of Foreign Assets Control of the US Department of Treasury (**OFAC**), the US Department of State, the Bureau of Industry and Security of the US Department of Commerce, the Office of Financial Sanctions Implementation, part of His Majesty's Treasury (**OFSI**), the European Commission and the relevant national competent authorities (**NCA**s) within an EU member state.
- 25.44. **Sanctions List:** any list of Sanctions targets maintained by a Sanctions Authority, including without limitation: (a) the Consolidated United Nations Security Council Sanctions List; (b) any list maintained by the OFAC or included in the International Trade Administration's "Consolidated Screening List", including the Specially Designated Nationals (**SDN**) and Blocked Persons List; (c) the Consolidated List of Financial Sanctions Targets or List of persons subject to restrictive measures in view of Russia's actions destabilising the situation in Ukraine, maintained by the UK Treasury; (d) the Consolidated List of Persons, Groups and Entities subject to EU Financial Sanctions; or (e) any similar list maintained by, or public announcement of sanctions made by, any other Sanctions Authority.
- 25.45. **Sandvik:** the Sandvik Group entity specified in, or relevant to, the Order Acceptance.
- 25.46. **Sandvik Code of Conduct:** Sandvik's code of conduct, available on request.
- 25.47. **Sandvik Data:** aggregated and/or anonymous data which is created, generated, derived or produced by Sandvik based on: (a) Input Data and/or Output Data; or (b) otherwise created through the use of the Digital Service (including the Equipment Monitoring Service), such data never to contain any Personal Data.
- 25.48. **Sandvik Group:** Sandvik and the Affiliates of Sandvik AB (publ.).
- 25.49. **Sandvik Indemnity:** has the meaning given in Clause 14.1.
- 25.50. **Sandvik IPR:** (a) all Intellectual Property Rights comprised in, relating to, or created as a result of, the sale of the Goods or the provision of the Services or Digital Services (including in the Sandvik Data); (b) all IPR in adaptations, add-ons, modifications, updates, and enhancements (including those made following a request or suggestion made by or on behalf of the Purchaser) made to the Intellectual Property Rights described in (a); and (c) any Intellectual Property Rights created in connection with the performance of the Contract (including all materials provided or made available by Sandvik in connection with the Contract and all Project IPR).
- 25.51. **Sandvik Warranty:** (a) the Sandvik standard warranty; and (b) if purchased in the Order, the Sandvik extended warranty, in each case, as in force as at the Order Effective Date.
- 25.52. **Security Interest:** a mortgage, transfer, pledge, notarial bond, lien or security cession, or any security or preferential interest or arrangement of any kind which allows a creditor to have its claims satisfied prior to other creditors from the proceeds of an asset (including retention of title, deposit of money by way of security or a conditionally repayable deposit or flawed asset arrangement) and includes any interest which can be registered under any law of any other jurisdiction that has an analogous or similar effect.
- 25.53. **Services:** the services specified in, or provided in connection with, the Order which Sandvik agrees to provide in the Order Acceptance.
- 25.54. **Software:** has the meaning given in Clause 17.1.
- 25.55. **Specified Risks:** the availability or cost of raw materials, commodities, transportation, warehousing, energy, or other critical components or elements relevant to Sandvik's supply chain and the Goods, Services, or Digital Services (including as may be caused by market volatility, climate change, epidemics, or pandemics (including current and future variants of Covid-19 and other Corona strain viruses)).
- 25.56. **Terms and Conditions of Supply or ToS:** has the meaning given in Clause 1.1 (*Introduction, definitions, and interpretation*).
- 25.57. **Unsafe:** unacceptable actual or potential hazards and incidents relating to safety, health, or the environment (including in breach of applicable Laws).
- 25.58. **VAT:** any value-added tax, goods and services tax, consumption tax, or similar tax imposed by Law.

## 26. Interpretation

- 26.1. The Contract (and the documents comprising the Contract) shall be construed and interpreted in accordance with the following rules: (a) headings are for ease of reference only and do not affect interpretation; (b) the singular includes the plural and vice versa; (c) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time; (d) a reference to a "person" includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity; (e) a reference to a legislative requirement or other Law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them; (f) the meaning of general words is not limited by specific examples introduced by the words "including", "for example" or similar expressions; (g) the rule known as *eiusdem generis* shall not apply and, accordingly, words introduced by the word "other" shall not be given a restrictive meaning by reason of the fact that such words are preceded by words indicating a particular class of acts, matters, or things; (h) references to "material breach" mean that such breach (which includes anticipatory breach, as that term is defined at common law): (i) is more than trivial, but need not be repudiatory; and (ii) if not remedied may, or is likely to have, a serious impact on the benefit that the innocent party would otherwise derive from the performance of the Contract in accordance with its terms, and the parties agree that any breach of any one or more of Clauses 13.5, 19, 22, 24.3, 24.4, or 24.5 shall be construed as a material breach; and (i) any obligation in the Contract on a party not to do something includes an obligation on that party not to agree, allow, permit or acquiesce to that thing being done.
- 26.2. The rule of interpretation that a written agreement shall be interpreted against the party responsible for the drafting or preparation of that agreement shall not apply.

# SANDVIK ROCK PROCESSING SOLUTIONS STANDARD WARRANTY

(Effective for Sandvik Goods sold after 1 August 2023)

## Contents

### Warranty

Sections 1 (BACKGROUND AND DEFINED TERMS) to 11 (GENERAL) inclusive

[\*Background and Defined Terms, Commissioning of Sandvik Equipment, Warranty Registration Process, Warranty Coverage, Warranty Periods, Warranty Claim Handling Process, Warranty Exclusions, Return Policy and Title, Sandvik's Obligation under Warranty, Limitations, and General.\*](#)

### Glossary (of defined terms)

[Glossary](#)

### Warranty Periods

[Exhibit A](#)

### Excluded Events

[Exhibit B](#)

This document was last updated: August 2023.



## 1. BACKGROUND AND DEFINED TERMS

- 1.1. Sandvik is the supplier of certain Sandvik Goods under the Contract to: (a) the Sandvik Distributor; or (b) a direct-sales customer (in each case, the “Purchaser”).
- 1.2. This document (the Sandvik Standard Warranty) applies to the Purchaser only and sets out, with respect to the Sandvik Goods, the exclusive (except where the Sandvik Extended Warranty has been purchased) terms and conditions upon which Sandvik shall repair, refund, or replace Defective Sandvik Goods.
- 1.3. Capitalised words and phrases (defined terms) used in this Sandvik Standard Warranty shall have their respective meanings given in the [Glossary](#) and the rules of interpretation set out in Section 11.8 (INTERPRETATION) shall apply.

## 2. COMMISSIONING OF SANDVIK EQUIPMENT

- 2.1. At Sandvik’s option and direction and at any time following Delivery of the Sandvik Equipment, the Commissioner shall attend the site or location where the Sandvik Equipment is stored (the “**Equipment Location**”) for the purpose of completing Commissioning.
- 2.2. Except in cases where the Sandvik Distributor is acting as both the Purchaser and Commissioner, the Purchaser shall ensure that:
  - (a) the Commissioner is given all reasonably requested: (i) access to the Equipment Location; and (ii) cooperation, in connection with Commissioning; and
  - (b) it provides, at its cost and expense, a suitable service facility for Sandvik to complete Commissioning including ensuring that Sandvik’s representatives are provided with: (i) a safe working space and safe working conditions; (ii) lifting and welding equipment (including the labour to operate) where requested; (iii) a storage area for relevant Sandvik Spare Parts and Sandvik Consumables; (iv) water; (v) compressed air and gas; (vi) electricity; and (vii) adequate and appropriate lighting.
- 2.3. If the Purchaser fails to perform its obligations under Section 2.2, or otherwise causes an unreasonable delay or frustration to Commissioning (whether or not Commissioning has or could be completed), the Warranty shall not apply to the affected Sandvik Equipment.

## 3. WARRANTY REGISTRATION PROCESS

- 3.1. The Warranty given in this Sandvik Standard Warranty is made subject to the Purchaser

completing the Sandvik Warranty Registration Process described in this Section 3.

- 3.2. **Registering Sandvik Equipment:** Except as stated otherwise in the Contract (for example, where warranty registration is: completed during Commissioning; or is not applicable to the Sandvik Equipment in question), the Purchaser shall, before the expiry of thirty (30) days from (and including) the Commissioning Date: (a) accurately and fully complete and sign; and (b) ensure that Sandvik has received the Sandvik Warranty Registration Form, for the Sandvik Equipment.
- 3.3. For the purposes of Section 3.2(b), the Sandvik Warranty Registration Form shall be sent to Sandvik using the relevant Warranty Portal or as otherwise permitted by Sandvik in writing (including e-mail).
- 3.4. **Engine warranty registration:** The Purchaser acknowledges and agrees that: (a) the Warranty does not apply to engines; and (b) the Purchaser is solely responsible for completing any engine warranty registration process required by the relevant local engine OEM representative.

## 4. WARRANTY COVERAGE

- 4.1. Subject at all times to: (a) the Purchaser’s performance of its obligations under this Sandvik Standard Warranty; (b) completion of the Sandvik Warranty Registration Process (if applicable) and the Warranty Claim Handling Process; and (c) the warranty exclusions specified in Section 7 (WARRANTY EXCLUSIONS) and the limitations described in Section 10 (LIMITATIONS), if, within the relevant Warranty Period, Sandvik receives written notice from the Purchaser of a Defective Sandvik Good then, where Sandvik accepts the Warranty Claim, Sandvik warrants that it shall (at Sandvik’s option) either: (i) repair; (ii) refund; or (iii) replace, such Defective Sandvik Good in accordance with Section 9.3 (SANDVIK’S OBLIGATION UNDER WARRANTY) (the “**Warranty**”).
- 4.2. Except as required otherwise by applicable law, or where Sandvik expressly agrees otherwise in writing, the Warranty is: (a) non-transferrable or assignable in accordance with Section 11.1 (NO ASSIGNMENT); and (b) personal to, and for the benefit of, the original Purchaser of the relevant Sandvik Goods only.

## 5. WARRANTY PERIODS

- 5.1. The Warranty Period in respect of each relevant Sandvik Good is as specified in Part 1 (WARRANTY PERIODS) of [Exhibit A](#).
- 5.2. The Warranty described in this document is Sandvik’s “Standard Warranty” applicable to purchases of Sandvik Goods under a Contract and, where the Purchaser purchases an Extended Warranty, such Extended Warranty is subject to the applicable Sandvik Extended Warranty.



## 6. WARRANTY CLAIM HANDLING PROCESS

- 6.1. Subject to completion of the Warranty Registration Process in respect of the relevant Sandvik Equipment, in the event that the Purchaser discovers a Defective Sandvik Good within the relevant Warranty Period, Sandvik will perform its obligations under Section 9 (SANDVIK'S OBLIGATIONS UNDER WARRANTY) subject to the Purchaser:
- (a) fully and accurately completing and digitally submitting a Warranty Claim Form for each alleged Defect without undue delay and in any event within fourteen (14) calendar days of:
    - (i) first discovering the Defect; or
    - (ii) in cases where a Defect repair is carried out by a Sandvik Distributor with Sandvik's permission, carrying the Defect repair;
  - (b) ensuring that the Warranty Claim Form:
    - (i) includes a reasonably detailed description of the Defect together with all other information required by the Warranty Claim Form; and
    - (ii) is accompanied by: (A) clear digital photographs of the Defect; (B) the documented service history (including collected data or oil sample tests or oil pressure settings where applicable) or engineer's reports; and (C) proof of purchase (e.g., copy of the purchase order or the purchase order number; copy of invoice or the invoice number; or the job charge out report).
  - (c) complying with its obligations under Section 8 (RETURN POLICY AND TITLE) and giving Sandvik all other reasonably requested information, assistance, and access (including to the relevant Sandvik Good and the Equipment Location) necessary to inspect the relevant Sandvik Good and validate the existence of the Defect. In particular, Sandvik may request additional information or the operating data where appropriate and, in such cases, the Purchaser must respond and send the requested information within five (5) calendar days after receiving such request from Sandvik.
- 6.2. If the Defect is of a type that may or will cause damage to other Sandvik Goods (or component parts), any persons or property, then the Purchaser must immediately stop use of the affected Sandvik Good and the related damaged parts and components and notify Sandvik promptly and without delay.
- 6.3. To the maximum extent permissible under applicable law, the Purchaser shall bear the risk of all loss or

damage resulting from its failure to comply with Section 6.2.

- 6.4. All Warranty Claim Forms must be digitally submitted and received by Sandvik within the relevant Warranty Period and any Warranty Claim Form received by Sandvik: (a) after the expiry of the Warranty Period; or (b) otherwise than in accordance with the requirements of the Warranty Claim Handling Process, will be declined.

## 7. WARRANTY EXCLUSIONS

- 7.1. To the maximum extent permitted under applicable law: (a) except as described in this Sandvik Standard Warranty and the Contract, all terms, conditions, warranties, undertakings, duties, or remedies implied by law or statute in relation to the Sandvik Goods are fully and effectively excluded; and (b) the Warranty does not apply to (and may be voided in the case of) the [Excluded Events](#).
- 7.2. To ensure quality, performance, and overall product safety, the use or installation of non-Sandvik Goods will void the Warranty and Sandvik's obligations under the Warranty.

## 8. RETURN POLICY AND TITLE

- 8.1. The Purchaser must:
- (a) retain the Defective Sandvik Goods (or the relevant Defective component or part of the Sandvik Goods) in appropriate and safe custody, for not less than ninety (90) days from (and including) the date on which Sandvik rejects or accepts the Warranty Claim under Section 9.2 to allow Sandvik to inspect the alleged Defect;
  - (b) at Sandvik's request, send the alleged Defective Sandvik Goods (or the relevant Defective component or part of the Sandvik Goods) to an address and recipient designated by Sandvik (which may be the Purchaser's local Sandvik representative) provided that Sandvik shall bear the reasonable carriage costs associated with such delivery; and
  - (c) not return the Defective Sandvik Goods (or the relevant Defective component or part of the Sandvik Goods) to Sandvik without Sandvik's prior written consent and instructions.
- 8.2. The title to the Sandvik Goods or any Defective parts originally supplied shall revert to Sandvik upon the supply of replacement Sandvik Goods or parts and the Warranty Period in respect of replaced or repaired Defective part shall continue for: (a) the remainder of the original Warranty Period; or (b) ninety (90) calendar days, whichever is the greater and provided that, under no circumstances, will the Warranty Period in respect of the replaced or repaired part be extended beyond ninety (90) calendar days of the expiry of the original Warranty Period.

## 9. SANDVIK'S OBLIGATION UNDER WARRANTY

- 9.1. Sandvik shall, on receipt a Warranty Claim Form and the accompanying documentation and information required by the Warranty Claim Handling Process (a "**Warranty Claim**"), take all steps reasonably necessary to:
- (a) review the Warranty Claim Form (and accompanying documentation and information);
  - (b) inspect, where necessary and at Sandvik's option, the relevant Sandvik Good and validate the existence of the Defect; and
  - (c) investigate and determine whether (or not) the Warranty applies or an exclusion under this Sandvik Standard Warranty applies (including where the Purchaser has failed to perform its obligations hereunder, under Section 7 (WARRANTY EXCLUSIONS), or under Section 10 (LIMITATIONS)).
- 9.2. Sandvik shall not unreasonably withhold or delay its confirmation that a Warranty Claim has been *accepted or rejected* (as the case may be).
- 9.3. Where Sandvik accepts a Warranty Claim, Sandvik's only obligation (and the Purchaser's sole and exclusive remedy) under or in connection with the Warranty shall be for Sandvik to (at its option):
- (a) repair the Defective Sandvik Goods so as to remove the Defect;
  - (b) provide, at Sandvik's option, a refund or credit for the Defective Sandvik Goods at the invoiced price; or
  - (c) replace the Defective Sandvik Goods, free of charge, DDP (delivered, duty paid, Incoterms 2020) at the place of business of the Purchaser's local Sandvik sales representative; or
  - (d) replace the Defective part of the Attachment Tool free of charge, FCA (Free Carrier, Incoterms 2020) at the place of business of the Purchaser's local Sandvik representative.
- 9.4. If the Purchaser wishes to appeal Sandvik's decision to reject a Warranty Claim then the Purchaser must: (a) submit an appeal to Sandvik in writing within fourteen (14) calendar days from (and including) the date Sandvik notifies the Purchaser of its decision under Section 9.2; and (b) ensure that its appeal contains a detailed description of its reasons for disputing Sandvik's decision.
- 9.5. If the Purchaser fails to submit an appeal in accordance with Section 9.4 then: (a) Sandvik's decision shall be construed as un-appealable and final; and (b) the Purchaser will be deemed to have

waived all rights or remedies available under or in connection with the Warranty.

## 10. LIMITATIONS

- 10.1. To the maximum extent permissible under applicable laws and subject to Sections 7 (WARRANTY EXCLUSIONS) and 10.2:
- (a) the Warranty (and Sandvik's obligations under Section 9 (SANDVIK'S OBLIGATION UNDER WARRANTY)) shall apply only to Defects where the repair, refund, or replacement costs are equal to, or in excess of, fifty Euros (€50.00) or the equivalent purchase currency specified in the Contract at the time of the Warranty Claim; and
  - (b) subject to Sections 10.1(a) and 10.2, Sandvik's total aggregate liability to the Purchaser for any or all loss or damage arising under or in connection with Sandvik's obligations under this Sandvik Standard Warranty and in respect of all causes of action (whether such causes of action arise in contract (including any claim for breach of contract or warranty, tort (including negligence), product liability, indemnity, contribution, strict liability or any other legal theory) shall not exceed the purchase price under the Contract for the Sandvik Goods to which the liability, loss or damage relates.
- 10.2. **No indirect or consequential damages.** To the maximum extent permissible under applicable laws, regardless of how such loss or damage arises, and regardless of the cause of action (including any claim for breach of contract or warranty, tort (including negligence), product liability, indemnity, contribution, strict liability or any other legal theory), Sandvik hereby expressly excludes any and all liability for any loss or damage arising under or in connection with this Sandvik Standard Warranty (and the Contract) to the extent comprising: (a) punitive or pure economic cost or loss; (b) indirect, incidental, special, or consequential loss or damage; (c) loss of opportunity or contract; (d) loss of production; (e) loss of use; (f) loss of sales; (g) loss or depletion of goodwill; (h) loss of profit; (i) loss of anticipated profit; (j) loss of revenue (excluding charges payable to Sandvik); (k) Loss of data, in each case, whether arising directly or indirectly under or in connection with this Sandvik Standard Warranty (and the Contract) and whether or not reasonably foreseeable, reasonably contemplatable, actually foreseen or actually contemplated by a party at the time the Contract was agreed.
- 10.3. The Purchaser waives all claims it may have for any consequential loss against Sandvik, the members of the Sandvik Group, or any of either of their affiliates, contractors, subcontractors, consultants, employees, or agents for any of the types of loss or damage

specified in Section 10.2, and indemnifies them and holds them harmless in relation to the same.

## 11. GENERAL

- 11.1. **No Assignment:** To the extent permitted by applicable law: (a) this Sandvik Standard Warranty (and the rights under it) may not be transferred or assigned to any third party without Sandvik's express written permission (which: (i) Sandvik may withhold at its discretion; (ii) is conditional upon the assignee completing or re-completing the Sandvik Warranty Registration Process; and (iii) shall not extend the original Warranty Period for the affected Sandvik Goods); and (b) in the event that the Purchaser expressly or impliedly purports to transfer or assign this Sandvik Standard Warranty (or any of its rights under it) to a third party in breach of Section 11.1(a) then: (i) the Warranty (and Sandvik's obligations with respect to the Warranty) shall immediately terminate; and (ii) such transfer or assignment shall be void and ineffective.
- 11.2. **No Installation:** Where the Purchaser has installed the Sandvik Goods so that they form part of a fixture, Sandvik shall not be liable for any costs associated with or incurred as a result of the re-installation of Sandvik Goods that are repaired or replaced under the Warranty. All replacements or repairs in these instances shall be delivered at Sandvik's cost and installed by the Purchaser at the Purchaser's cost.
- 11.3. **Entire Agreement:** The Warranty is given in lieu of all other warranties or conditions express, implied, or statutory. Except as described in the Contract and this Sandvik Standard Warranty, Sandvik 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 Sandvik Goods. Specifically, no actual or implied warranty is given as to merchantability, fitness for purpose, the ability to achieve any particular result or quality. This Sandvik Standard Warranty contains the entire warranty terms and conditions between Sandvik and the Purchaser.
- 11.4. **Third party rights:** This Sandvik Standard Warranty does not confer any rights on any person or party (other than the parties to the relevant Contract).
- 11.5. **Severability:** If any provision (or part of a provision) of this Sandvik Standard Warranty is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable, or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable, or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties. All limitations in this Sandvik Standard Warranty on Sandvik's liability shall apply notwithstanding the fact that Sandvik's warranties fail

of their essential purpose or are held to be invalid or unenforceable.

- 11.6. **Sandvik Distributors: THE PURCHASER SHOULD NOTE (WHERE IT IS NOT A DISTRIBUTOR) THAT** a Sandvik Distributor has no authority to make any representation, promise or admission or to modify the terms or limitations of this Sandvik Standard Warranty in any way.
- 11.7. **Governing law and jurisdiction:** This Sandvik Standard Warranty and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims) shall be governed by and construed in accordance with the applicable law governing the Contract. Each party irrevocably agrees that the courts located in jurisdiction specified in the relevant Contract shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Sandvik Standard Warranty (including non-contractual disputes or claims).
- 11.8. **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 Standard Warranty:

Word/Phrase	Meaning
<b>Commissioner</b>	means, at Sandvik's option: (i) Sandvik; (ii) the Sandvik Distributor; (iii) or any third-party representative acting for or on Sandvik's behalf in connection with the Commissioning.
<b>Commissioning</b>	means the process(es) carried out by or on behalf of Sandvik following Delivery to: (i) verify that the Sandvik Equipment is not Defective; and (ii) ensure that the Sandvik Equipment has been set up correctly with all relevant training provided.
<b>Commissioning Date</b>	<p>means, with respect to the relevant Sandvik Equipment, and subject to Section 2.3, the date on which all required Commissioning (e.g., wet and dry commissioning) was completed as may be evidenced by (as applicable to the Sandvik Equipment in question):</p> <ul style="list-style-type: none"> <li>(i) a commissioning certificate issued and signed by Sandvik;</li> <li>(ii) a warranty registration card uploaded to the Warranty Portal by Sandvik;</li> <li>(iii) in the case of Sandvik Equipment comprising Mobiles and Attachment Tools, the submission (by a Distributor) of a commissioning form to the Warranty Portal; or</li> <li>(iv) in the case of plant solutions, the completion of "take-over" in accordance with the Contract,</li> </ul> <p>and "<b>Commissioned</b>" shall be construed accordingly.</p>
<b>Connected Equipment</b>	means Sandvik Goods which have remote monitoring hardware or software installed, connected, and activated by Sandvik pursuant to a Contract.
<b>Contract</b>	means the written contract for the supply of Sandvik Goods between Sandvik and the relevant Purchaser.
<b>Defect(s)</b>	means, subject to Section 7 (WARRANTY EXCLUSIONS) and Section 10 (LIMITATIONS), a defect in the materials of, or workmanship in, a Sandvik Good that causes such Sandvik Good to function otherwise than in accordance with the relevant Specification and " <b>Defective</b> " shall be construed accordingly.
<b>Defective Sandvik Good(s)</b>	means a Sandvik Good that is, or becomes, Defective during the Warranty Period.
<b>Delivery</b>	means either: (i) delivery in accordance with the relevant Incoterms specified in the Contract; or (ii) where delivery or the relevant Incoterms are not so specified in the Contract, dispatch of the shipment of the relevant Sandvik Goods from, or on behalf of, Sandvik (as the case may be).
<b>Delivery Date</b>	means the date on which Delivery occurs.
<b>Equipment Location</b>	has the meaning given in Section 2.1 (COMMISSIONING OF SANDVIK EQUIPMENT).
<b>Excluded Events</b>	means the events listed in <a href="#">Exhibit B</a> (EXCLUDED EVENTS).

<b>Extended Warranty</b>	means an extended warranty purchased or otherwise provided in the Contract over and above the Warranty given in this document (as described in the Sandvik Extended Warranty) and “ <b>Extended Warranties</b> ” shall be construed accordingly.
<b>Incoterm</b>	means the International Commercial Terms published by the International Chamber of Commerce in the version specified in the Contract.
<b>Major Component</b>	means the components listed in Part 2 (MAJOR COMPONENTS) of <a href="#">Exhibit A</a> .
<b>OEM</b>	means the original equipment manufacturer.
<b>Purchaser</b>	has the meaning given in Section 1.1 ( <i>i.e.</i> , is the Sandvik Distributor or a direct-sales customer (as the case may be) with whom Sandvik has agreed a Contract).
<b>Refurbished Equipment</b>	means used Sandvik Equipment comprising screens or feeders that has, immediately before sale, been refurbished by or on behalf of Sandvik or Sandvik Distributor (excluding all stationary crushers).
<b>Refurbished Major Components</b>	means Major Components that have, immediately before sale, been refurbished by or on behalf of Sandvik or Sandvik Distributor (excluding all Major Components for stationary crushers).
<b>Sandvik</b>	means the Sandvik entity specified in the Contract.
<b>Sandvik Consumables</b>	means: (i) the following crushing chamber wear parts: (a) mantles; (b) concaves; and (c) jaw plates; (ii) impactor rotors; (iii) wear parts, isolation elements ( <i>e.g.</i> , rubber buffers, coil springs, torsional springs <i>etc.</i> ), v-belts, screening media, and wear protection products; (iv) grinding cups and grinding wheels; and (v) hydraulic hammer/breaker tools, in each case, in new condition and as supplied to the Purchaser under, and in accordance with, the relevant Contract.
<b>Sandvik Digital Services</b>	means digital or connected software, system, or platform services provided or made available by Sandvik in connection with Connected Equipment under a separate licence or subscription agreement.
<b>Sandvik Distributor</b>	means Sandvik’s authorised third party re-seller of Sandvik Goods.
<b>Sandvik Equipment</b>	means: (i) Attachment Tools; (ii) Mobile and Stationary crushers, screens and feeders; (iii) Mobile scalpers; or (iv) Plants, in each case as specified in the Contract and described in the Specification and as supplied to the Purchaser under, and in accordance with, the relevant Contract.
<b>Sandvik Extended Warranty</b>	means the terms and conditions applicable to Extended Warranties specified in the Contract ( <i>e.g.</i> , “ <i>Sandvik Rock Processing Solutions Extended Warranty Stationary Equipment</i> ” or “ <i>Sandvik Rock Processing Solutions Security+ Extended Warranty Mobile Equipment</i> ”).
<b>Sandvik Goods</b>	means the: (i) Sandvik Equipment; or (ii) Sandvik Spare Parts; or (iii) Sandvik Consumables, in each case, excluding Sandvik Digital Services.
<b>Sandvik Group</b>	means Sandvik and its affiliated companies.
<b>Sandvik Spare Parts</b>	means spare parts to Sandvik Equipment (other than Sandvik Consumables but including any hardware supplied in conjunction with Sandvik Digital Services) in each case, in new condition and as supplied to the Purchaser under, and in accordance with, the relevant Contract.

<b>Sandvik Standard Warranty</b>	means this document (including Sections 1 to 11 (inclusive), the Glossary and Exhibits).
<b>Sandvik Warranty Registration Form</b>	means the digital registration document or card for the Sandvik Equipment available through the Warranty Portal or otherwise notified to the Purchaser by Sandvik during or following Purchase of the Sandvik Goods (including as part of the sales process).
<b>Sandvik Warranty Registration Process</b>	means the process for registering the relevant Sandvik Goods described in Section 3 (WARRANTY REGISTRATION PROCESS).
<b>Specification</b>	means the technical specification (current at the date of Delivery and as described in the Contract) for the relevant Sandvik Goods specified in the Contract.
<b>Warranty</b>	has the meaning given in Section 4.1 (WARRANTY COVERAGE).
<b>Warranty Claim</b>	has the meaning given in Section 9.1 (SANDVIK'S OBLIGATION UNDER WARRANTY).
<b>Warranty Claim Form(s)</b>	means the digital warranty claim document / workflow available through the Warranty Portal or otherwise notified to the Purchaser by Sandvik during or following Purchase of the Sandvik Goods (including as part of the sales process).
<b>Warranty Claim Handling Process</b>	means the process specified in Section 6 (WARRANTY CLAIM HANDLING PROCESS).
<b>Warranty Period</b>	means, as applicable to the relevant Sandvik Good(s), the " <i>Warranty Period</i> " specified in Part 1 (WARRANTY PERIODS) of <a href="#">Exhibit A</a> .
<b>Warranty Portal</b>	means the digital Sandvik warranty portal notified to the Purchaser by Sandvik during or following: (i) customer onboarding; or (ii) purchase of the Sandvik Goods (including as part of the sales process).

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## Exhibit A

### Part 1 – Warranty Periods

Except as expressly stated otherwise in the relevant Contract, the **Warranty Period** commences as described below (WARRANTY PERIODS) and ends on the **earlier** to occur of: (i) eighteen (18) calendar months from (and including) the Delivery Date; or (ii) the period applicable to the relevant Sandvik Good(s) specified below.

Sandvik Good(s)	Warranty Period
<b>New Sandvik Equipment</b> Attachment Tools, Attachment Equipment, Crushers, Screens and Feeders	<p>(1) <b>Attachment Tools:</b> The first to occur of: (i) twelve (12) months from the Commissioning Date; and (ii) two thousand (2000) carrier hours (<i>i.e.</i>, the carrier machine, such as an excavator, on which the Attachment Tool is attached).</p> <p>(2) <b>Attachment Equipment (Pedestal Systems including booms, power-packs, and hydraulic breaker attachments):</b> The first to occur of: (i) twelve (12) months from the Commissioning Date; and (ii) two thousand (2000) carrier hours (<i>i.e.</i>, the carrier machine, such as an excavator, on which the Attachment Equipment is attached).</p> <p>(3) <b>Mobile crushers:</b> The first to occur of: (i) twelve (12) months from the Commissioning Date; and (ii) two thousand (2000) hours run.</p> <p>(4) <b>Mobile screens and feeders:</b> The first to occur of: (i) twelve (12) months from the Commissioning Date; and (ii) two thousand (2000) hours run.</p> <p>(5) <b>Stationary crushers:</b> Twelve (12) months from the Commissioning Date.</p> <p>(6) <b>Stationary screens and feeders:</b> Twelve (12) months from the Commissioning Date.</p> <p>(7) <b>Exciters:</b> Twelve (12) months from the Commissioning Date.</p>
Plant Solutions	<p>(1) <b>Crushing and screening plant solutions (excluding Attachment Tools and Attachment Equipment):</b> Twelve (12) months from the Commissioning Date.</p> <p>(2) <b>Plants (excluding Attachment Tools and Attachment Equipment):</b> Twelve (12) months from the Commissioning Date or eighteen (18) months from the date on which the Sandvik Goods are ready for shipment (whichever is the earlier).</p>

Automation Systems	<ul style="list-style-type: none"> <li>(1) <b>Onboard automation within the machine (e.g., Crusher)</b> follows the warranty period for the machine on which it has been installed.</li> <li>(2) <b>Automation system excluding onboard automation:</b> Twelve (12) months from the Delivery Date.</li> </ul>
<b>Sandvik Spare Parts</b>	<ul style="list-style-type: none"> <li>(1) <b>General Spare Parts:</b> Three (3) months from date of installation, with a maximum of six (6) months from the Delivery Date.</li> <li>(2) <b>Major Component (See Part 2 of this Exhibit A):</b> Twelve (12) months from the Delivery Date.</li> </ul>
<b>Refurbished Equipment / Refurbished Major Components</b>	<ul style="list-style-type: none"> <li>(1) <b>Refurbished Equipment (excluding Exciters):</b> Nine (9) months from the Delivery Date or six (6) months from installation (whichever is the earlier).</li> <li>(2) <b>Refurbished Equipment (Exciters):</b> six (6) months from the Delivery Date.</li> <li>(3) <b>Refurbished Major Components:</b> six (6) months from the Delivery Date.</li> </ul>
<b>Sandvik Consumables</b>	<ul style="list-style-type: none"> <li>(1) <b>Crushing chamber wear parts (limited to mantles, concaves, and jaw plates):</b> Three (3) months from the Delivery Date.</li> <li>(2) <b>Impactor rotor parts and liners:</b> Three (3) months from the Delivery Date.</li> <li>(3) <b>Screening media, isolation elements, and wear protection products:</b> Three (3) months from the Delivery Date.</li> <li>(4) <b>Hydraulic hammer/breaker tools:</b> Three (3) months from the date of installation.</li> </ul>



## Part 2 – Major Components

Sandvik Equipment	“Major Component”
CH/CS series crushers	<b>Bottomshell</b> (excluding liners, wear plates (including eccentric wearing plates), bushings, hoses, seals, bolts, nuts & washers, transportation racks), <b>Topshell</b> (excluding filler ring, concave, arm shields, bushings, bolts, nuts & washers, sensors, transportation racks), <b>Mainshaft</b> with headcenter (excluding mantle, sleeve, head nut, eye bolt, transportation racks), <b>Eccentric, Hydroset cylinder</b> (excluding step bearing set) and <b>Hydroset cylinder cover, Piston, Hub, Dust collar, gear and pinion set</b> .
CJ series crushers	<b>Mainframe</b> (excluding jaw plate, wear plate, support strip, clamping bar/wedge, cheek plate assembly, liners, bolts, nuts & washers), <b>Swing jaw</b> (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), <b>Eccentric shaft</b> (excluding roller bearings), <b>Bearing housings</b> (excluding roller bearings, Labyrinth ring), <b>Flywheel</b> (excluding spacer ring, cover, lock washer, counter weight).
CV series crushers	<b>Support frame and structure</b> (excluding bolts, nuts, washers, screws, transportation legs), <b>Feed hopper</b> (excluding bolts, nuts, plugs, washers, screws, throttle, hopper) <b>Crusher base</b> (excluding bolts, nuts, washers, screws, liners) <b>bearing housing</b> (included mainshaft), <b>motor brackets</b> and <b>covers</b> .
CI series crushers	<b>Mainshaft</b> (excluding rotor, screws, pins, hammer locators, shaft cover, sleeve clamping) <b>Fixed frame</b> (excluding liners, wear plates, seals, bolts, nuts & washers), <b>Pivot frame</b> (excluding liners, wear plates, seals, bolts, nuts & washers, inspection doors and covers), <b>First &amp; Second Pivot Shafts, First &amp; Second Curtain Frame</b> (excluding liners, nuts, washers, screws, nipples), <b>Rotor</b> (including bearings).
CG series crushers	<b>Bottom shell</b> (excluding liners, bushings, dust collar, hoses, seals, bolts, nuts & washers, transportation racks); <b>Top shell - upper</b> (excluding concave rows, bolts, nuts & washers); <b>Top shell - lower</b> (excluding concave rows, bolts, nuts & washers); <b>Spider</b> (excluding spider cap, spherical bearing, spider rim liner, cover spherical bearing, arm liners, bolts, nuts & washers, sensors); <b>Main shaft</b> (excluding mantle, casting compound, dust seal ring, sleeve, protective ring, eye bolt, transportation racks); <b>Gear and Pinion</b> (excluding support plate, bushing, wear plate, bolts, nuts & washers); <b>Hydroset cylinder</b> (excluding piston, position sensor, step bearing set); <b>Hydroset cylinder cover</b> (excluding bolts, nuts & washers); <b>Piston</b> (excluding hydroset cylinder, position sensor); <b>Spherical Spider Bushing</b> (excluding bolts, nuts & washers).
SA, SJ, SL, SG series screen	<b>Mainframe</b> (excluding wear protection, screening media, mechanism, drive unit, spring support, springs, options, and fastening parts).  <b>Bearing housing</b> (excluding bearings, sealing, and fastening parts).  <b>Shafts</b>

SV series feeder	<b>Mainframe</b> (excluding wear protection, grizzlies, mechanism, drive unit, spring support and spring, and fastening parts) <b>Bearing housing</b> (excluding bearings, sealing, and fastening parts) <b>Shafts</b>
SP series feeder	<b>Mainframe</b> (excluding wear protection, vibrating motors, springs and spring support, and fastening parts).
SS and SF series screens ST series feeders	<b>Mainframe</b> (excluding wear protection, screening media, vibrating motors, spring support and springs, and fastening parts)
Hydraulic hammer	<b>Cylinder, Front head, Valve body.</b>
Plate compactor	<b>Main housing, Eccentric assembly.</b>
KWT / Schenk Screens	<b>Mainframe</b> (excluding wear protection, grizzlies, mechanism, drive unit, spring/rubber buffers, and fastening parts) <b>Bearing housing</b> (excluding screws, bolts, nuts & washers, sealing) <b>Shafts</b> <b>Drives</b> <b>Motor base</b> <b>Guards</b>
KWT / Schenk Feeders	<b>Mainframe</b> (excluding wear protection, grizzlies, vibrating motors, spring/rubber buffers, and fastening parts) <b>Bearing housing</b> (excluding screws, bolts, nuts & washers, sealing) <b>Shafts</b> <b>Drives</b> <b>Motor base</b> <b>Guards</b>

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## Exhibit B

### Excluded Events

To the maximum extent permitted under applicable law, the Warranty <b>does not</b> apply to (and may be voided in the case of):	
(1)	Defects caused by natural or normal wear and tear (including where applicable screening media) of Sandvik Goods (including Defects or damage caused as a result of abrasion, corrosion, or erosion, or the action of any radiation of any kind).
(2)	Sandvik Goods provided free of charge (except as a replacement Sandvik Good under the Warranty).
(3)	Normal maintenance service and replacement items including engine tune-ups, adjustments and inspections, and damage resulting therefrom.
(4)	Any wear parts or consumables (other than the Sandvik Consumables) including seals, filters, hoses, v-belts, tyres, fittings, screws, bolts, washers, rock drill connecting pieces, chucks, diaphragms, pick holders, conveyor chain and sprockets, fuses, spray nozzles, idlers, trailing cable, rubber skirting, pick bushes, teeth and knives, fuel, coolant, oils and lubricants, subs (shock subs, cushion subs) and deck bushes, and grinding cup engagement tools.
(5)	Defects or damage caused or contributed to by: (a) the Purchaser's failure to: (i) operate or use the Sandvik Goods properly; or (ii) follow Sandvik operating instructions; (b) the Purchaser's overloading or failure to pay proper attention to service and operating instructions; (c) accident; (d) working beyond rated capacities; (e) exceeding or not meeting recommended power inputs; or (f) where applicable, alteration of the screening media or wear liner types or configurations that have not been approved by Sandvik.
(6)	Defects or damage caused by negligence (including a failure to follow warnings or incorrect commissioning) or a failure of the Purchaser to store, maintain or mount the Sandvik Goods properly, in accordance with Sandvik's storage and maintenance instructions or bulletins if available.
(7)	Defects or damage which is caused by, but not limited to, operating Sandvik Goods under conditions that are substantially adverse, such as operating for extended continuous periods at significantly reduced designed capacities or throughput, and applications unsuited for the Sandvik Goods where components which are designed and manufactured according to industrial standards, fail prematurely.
(8)	Defects or damage arising out of: (a) materials provided by the Purchaser; or (b) designs which have been provided, specified or stipulated by the Purchaser; or (c) or as a consequence of the Purchaser's action, stipulation, or instruction.
(9)	Defects or damage arising out of missing, faulty or incorrect criteria, application data or other information provided or informed to Sandvik by the Purchaser or its agent which Sandvik has relied upon.
(10)	To the maximum extent permitted by applicable law and without prejudice to Section 7.2, Defects or damage caused by: (a) a third party component or technology not sold as a component part of Sandvik Equipment at the time of Delivery; (b) hardware, parts or components that are not Sandvik Spare Parts or non-Sandvik consumables; or (c) a third party interfacing with the Sandvik Goods, including the installation, assembly, or merger of third party parts or components in lieu of Sandvik Spare Parts or Sandvik Consumables.
(11)	Damage to any parts or components supplied by third parties caused by Sandvik Goods.

(12)	Sandvik Spare Parts that are not being used or installed with their OEM recommended application.
(13)	Defects or damage arising out of installation, condition inspections, technical assistance and performance of necessary repairs, where such was carried out by a party other than Sandvik or its approved service partner.
(14)	Any costs such as labor, accommodation, meals, travel and similar costs (including ancillary costs such as craneage, scaffolding and the like) or any transportation incurred by the Purchaser, without the prior written consent of Sandvik.
(15)	Product improvements or updates carried out or made available by Sandvik, unless otherwise specified in writing by Sandvik.
(16)	Sandvik Spare Parts or parts of Sandvik Equipment which can be repaired or corrected with minimum action including the changing of seals, tightening or adjustment.
(17)	Defects or damage caused by Sandvik Spare Parts or Sandvik Consumables being dismounted and used in another product other than Sandvik Equipment and not being used or installed with the OEM recommended application.
(18)	Defects or damage caused by force majeure events (including fire, flood, wind, and lightning).

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**END OF DOCUMENT**