

WARRANTY TERMS

1. Warranty Coverage:

1.1. The Company warrants that the products supplied shall be free from defects in design, materials, and workmanship, subject to fair wear and tear, for a period of twelve (12) months from the date of receipt at the place of destination.

2. Warranty Claims:

- 2.1. The Buyer must notify the Company in writing of any defect or non-conformity within fourteen (14) days of discovery during the warranty period.
- 2.2. Upon notification, the Company reserves the right to inspect the defective products and drilling conditions before accepting the warranty claim.
- 2.3. Warranty claims shall be limited to defects arising from faulty design, materials, and workmanship as per the Product Specifications.

3. Warranty Remedies:

- 3.1. The Company's sole obligation for a breach of warranty shall be, at its discretion, to either refund the purchase price upon return of defective products or repair/replace the defective products.
- 3.2. Any replaced defective products shall become the property of the Company.

4. Exclusions:

- 4.1. The warranty does not cover defects resulting from:
- Damage in shipment not attributable to the Company.
 - Accidents, carelessness, improper storage, handling, or continued use where the products are unsuitable.
 - Normal wear and tear.
- 4.2. The Company does not cover the following in terms of warranty:
- Incidental or consequential damages connected with the use of their products.
 - Claims of lost time.
 - Performance.
 - Effects of corrosion and wear.
 - DTH hammer sealing or wear items.
 - Application, fitness for use other than intended purposes or merchantability of the product.
 - Proprietary designs where the design control is retained by the customer, particularly when design parameters are outside the Company recommended specifications.
 - Evidence of abuse, localised heating, welding, galling, corrosion, inadequate lubrication, physical alternation, wrench marks, lack of proper maintenance, operating outside recommended specifications, bending, or otherwise distorting, excessive wear, and chipped or crushed carbides shall result in denial of claims.
- 4.3. Warranty claims arising from unauthorised modifications, use of non-manufacturer-approved replacement parts, or failure to comply with operational and maintenance instructions shall be deemed void.
- 4.4. Claims of defects in material and workmanship are subject to review and inspection of the actual product returned. Failure of the purchaser to provide relevant operational details to assist in the investigation of a claim of defect may result in the denial of the claim. Product to be returned must be authorised in advance by the Company.



Freight for the return shall be pre-paid and failure to abide by the return instructions of the sales department may result in refusal to accept the returned product by the Company. In the event of a finding of a defective product, a pro-rated credit may be issued at the sole discretion of the Company provided that the end user has demonstrated that the product has been stored, installed, maintained, and operated in an acceptable manner.

5. Limitation of Liability:

5.1. The Company shall not be liable for any costs, duties, or expenses related to the warranty, except as explicitly provided herein.

5.2. Except for the express warranties provided herein, the Company disclaims all other warranties, whether express or implied, including but not limited to merchantability or fitness for a particular purpose.

6. Compliance:

6.1. The Company warrants that the products supplied:

- a) Are new and free from encumbrances.
- b) Shall perform all specified functions and meet our specifications.

7. Manufacturer's Warranties:

7.1. Warranty claims under manufacturer's warranties shall be subject to the terms and conditions specified by the respective manufacturer.

8. Severability:

8.1. Each warranty clause herein is severable, and the invalidity of any clause shall not affect the validity of the others.

9. Continuing Warranties:

9.1. Warranties provided herein shall remain in force and shall not merge under any circumstances.

