

WARRANTY STATEMENT

BGP-Rev4/3-3-2011

This Warranty is personal to the Buyer and is not capable of assignment by the Buyer exists only between the Buyer and Keech Castings (Australia) Pty Ltd; (" Keech"); and unless specifically agreed otherwise in writing by Keech and constitutes and defines the entire limit of the Keech warranty obligations relating to Keech Castings..

Warranty:

1. Subject always to fair wear and tear, Keech warrants its products, for a period of twelve (12) months, from the date of delivery, against any faulty workmanship or materials and warrants its products to be in conformance with the product specification. Keech shall, at its sole discretion, be liable for and undertake the repair, modification or replacement of Keech cast products which do not conform to the product specification subject always to the any warranty claim being limited (to the extent permitted by law) to the cost of any repair, modification or replacement which shall not exceed the purchase price paid by the Buyer to Keech for the products.

Warranty Limitation:

2. The Warranty as is set out in Clause 1. establishes the limit of the Keech Warranty and in no event or circumstance shall Keech be liable for any additional or special, indirect, contingent or consequential damages (including any loss of profits), such as without limiting the foregoing, plant and equipment down time, labour costs, loss of opportunity or other expenses incurred through, or in any way attributable to the failure of a Keech product.

Keech Inspection Rights:

3. Keech reserves the right to carry out laboratory analysis and any other form of test, analysis or inspection and this Warranty shall be voided the failure of the Buyer to make available the product for any test or inspection in the event that Keech determines that any Keech product becomes the subject of any warranty claim.

Buyer Acknowledgement:

4. The Buyer acknowledges that the products have been manufactured by Keech subject to the Buyer's specification and Keech warrants the products are fit for the purpose set out in the Buyer's specifications. Any unauthorised modification or alteration to the product by the Buyer, its employees, contractors or agents is not covered by this Warranty and Keech in its absolute discretion may elect in the event of any modification to treat the Warranty as being null and void. Furthermore, Keech will not accept any responsibility whatsoever for any action by the Buyer which involves welding or repair (other than permitted in Clause 5) on Ground Engaging Tool parts(hardened steel) due to the risk of Heat Affected Zone (HAZ) cracking.

Unauthorised Welding:

5. It is a fundamental provision of this Warranty that the Warranty is rendered null and void in the case of any unauthorised welding, repairs, modification, alternative or inappropriate use of the products by the Buyer or its employees, contractors or agents during the warranty period which has not been the subject of prior review by Keech. Any prior review by Keech will require the Buyer to provide any plans or specifications; designs or material testing which will enable Keech to form a recommendation as to whether the modifications shall be authorised by Keech and which consequently will be covered by this Warranty.

Buyer Reporting Obligations:

6. Any defect detected during the warranty period must be immediately reported to Keech within a forty eight (48) hour period from the date of the discovery of the defect and the product must be immediately withdrawn from service. Further, in respect of ground engaging tools, during the first month of service the product must be visually inspected by the Buyer on a minimum of a weekly cycle and thereafter at least once a month, to ensure the integrity and proper maintenance of its operational assembly and fitting.

Purchaser Welding Warning:

7. The Purchaser acknowledges that any modifications which without limiting the foregoing include weld repairs, refurbishment and hard-facing which are carried out by the Purchaser after the expiration of the warranty period should only be undertaken by experienced and properly coded welders, in strict and full accordance with the recommendations and procedure of an appropriate and internationally recognised welding standard. The Purchaser acknowledges that any failure to do so may jeopardise the integrity of the casting and render it unfit for its designed purpose.

Keech After Sales Services:

8. Keech as an after sales service may provide advice and information in regard to any modification through its resident Metallurgist at Keech Bendigo. Keech reserves the right to charge the Buyer for any fee for service provided by Keech under this Clause.