



PRODUCT WARRANTY

Warranty Certificate

Limited 12-month warranty for ChromeGuard Products

ChromeGuard Warranty Certificate

This Certificate sets out ChromeGuard's limited 12-month warranty for ChromeGuard products, including what's covered, what's excluded, how to register, and how to make a claim. It does not limit rights available to customers under the Australian Consumer Law.

1. What we warrant

ChromeGuard warrants, subject to the terms and conditions of this document, that ChromeGuard Products will be **free from manufacturing defects in materials and workmanship** for the Warranty Period set out in section 3. Subject to the terms and conditions of this document, ChromeGuard will rectify manufacturing defects in the Products notified to it during the Warranty Period (**Warranty**).

In this document, "Products" means Excavator hydraulic cylinder protection systems (outer guards, kits and components), Track Shard Projectile Systems (TrackGuard), dozer lift cylinder guards, accessories and parts, as listed in ChromeGuard's current product catalogue.

2. Warranty registration

Every Product should be **registered promptly after installation**.

If the end user purchases the Product directly from ChromeGuard, the end user is responsible for registering the Product.

If the end user purchases the Product from the original purchaser (being the original entity that purchased the Product from ChromeGuard (**Original Purchaser**)), then the Original Purchaser is responsible for registering the Product.

In all circumstances, the onus is on the end user to confirm that the Product has been registered and to ensure that any details are updated.

Register online at **chromeguard.com.au/warranty**, or complete the ChromeGuard Warranty Registration Form and send it to your ChromeGuard representative or warranty@chromeguard.com, with:

- The Product's serial number or, where the Product is not serialised, its part number (SKU) and the purchase order or invoice reference
- Machine make, model, serial number, asset number and hours, and the boom and stick part numbers or cylinder SKU if known
- End user, mine site, installation date, company and site
- Installer name and contact details
- End user site contact for warranty matters (name, role such as site supervisor or superintendent, and contact details)

If a Product is registered (a **Registered Product**), registration attaches this Warranty to the **Registered Product for the benefit of the end user**, regardless of which channel supplied the Product.

If a Product is not registered (an **Unregistered Product**), the Warranty attaches to the Unregistered Product but for the benefit of the Original Purchaser only.

If the Original Purchaser or an end user sells a Registered Product to a subsequent owner (**Subsequent Owner**), the Original Purchaser or end user must comply with clause 9.

3. Warranty period

The warranty period (**Warranty Period**) runs for 12 months from:

- for Registered Products, the earlier of the date the Product is registered and the date of fitment provided that the Warranty Period will never exceed the period ending 18 months after the date of delivery by ChromeGuard; or
- for Unregistered Products, the date of delivery of the Product by ChromeGuard to the Original Purchaser.

4. Warranty coverage criteria

Warranty coverage applies only where the claim relates to a Registered Product (or is made by the Original Purchaser of an Unregistered Product) within the Warranty Period, and the issue is reasonably determined by ChromeGuard to be a manufacturing defect in materials or workmanship. Coverage requires that the product was correctly installed in accordance with ChromeGuard instructions, used within its intended application, properly maintained, not modified or repaired without ChromeGuard approval, and not damaged by major impact, accident, collision, rock strike, abnormal loading, misuse, or continued use after a fault became apparent.

5. What we will do

If a warranty claim is accepted, ChromeGuard's liability is limited (at ChromeGuard's discretion) to one of the following:

- **Repair** the Product, or arrange repair, or
- **Replace** the Product (or the defective component), or
- **Refund** the purchase price paid for the affected Product.

If ChromeGuard replaces a Product or component or refunds the price of a Product, the end user must return the Product or component, in accordance with section 8, and transfer unencumbered title in it to ChromeGuard.

6. What is not covered

This Warranty does not cover failures or damage caused by:

- **Major impact incidents**, including (without limitation) collision, rock strike or foreign-object impact that cracks, deforms, gouges, tears, or otherwise damages

the product from a single or severe event. (This includes impact events the product may have helped mitigate to the underlying machine.)

- Normal wear and tear, abrasion, corrosion, chemical attack, heat exposure beyond design intent, or consumables.
- Misuse, abuse, negligence, incorrect operation, or use outside the intended application.
- Incorrect installation or installation not performed in accordance with ChromeGuard instructions.
- Modifications, repairs, or alterations not authorised by ChromeGuard.
- Continued use after a fault becomes apparent, or inadequate maintenance and inspection.
- This Warranty applies only to the ChromeGuard product itself and does not cover damage to cylinders, hydraulic components, machine structures, attachments, vehicles, plant, equipment, or any other end user-owned or third-party property.

7. How to make a claim

To lodge a claim, the end user must:

1. Notify ChromeGuard at warranty@chromeguard.com using the ChromeGuard Warranty Claim Form (available at chromeguard.com.au/warranty or from your ChromeGuard representative) promptly, and in no event later than 3 days after the issue is first identified.
2. If the Product is:
 - (a) a Registered Product: quote the Product's serial number or, if it is not serialised, its part number and purchase order or invoice reference - most claim details are already held from registration.
 - (b) an Unregistered Product: provide proof of purchase, the Product's serial number (or, if it is not serialised, its part number and purchase order or invoice reference), installation date, hours in service (if known), photos or video of the issue, and a short description of operating conditions.
3. Make the product, together with all of the end user's other equipment which may have influenced the defect, available for inspection or repair by ChromeGuard or its representative. ChromeGuard may request safe return of the Product to the location that ChromeGuard nominates for assessment.

Assessment and decision: If ChromeGuard determines the issue is a manufacturing defect, ChromeGuard will apply the remedy in section 5. If the issue is excluded under clause 6, ChromeGuard may provide a recommended repair or replacement pathway. However, any costs associated with this will be at the end user's cost and any such recommendation is not a warranty as to the outcome of the repair or replacement pathway.

8. Costs and logistics

- ChromeGuard may request return of the Product for assessment, and the Product or component must be returned under section 5 where ChromeGuard replaces it or refunds its price. Where ChromeGuard requests or requires a return, it arranges and pays for the return freight, using the carrier and on the delivery terms ChromeGuard nominates. ChromeGuard does not pay for returns it has not requested or required. The end user (or, for an Unregistered Product, the Original Purchaser) remains responsible for removing the Product and preparing it for collection.
- If a claim is accepted, ChromeGuard will cover reasonable costs of supplying the repaired or replacement part to the end user.
- If a claim is not accepted, the end user or in the case of an Unregistered Product, the Original Purchaser, is responsible for ChromeGuard's reasonable costs of inspecting the part.
- For the purposes of this clause 8, if ChromeGuard is unable to determine whether there is a defect that is subject to the Warranty, ChromeGuard may determine that there is no such defect.
- Any access costs (including labour for removal and installation of Products, downtime, cranes, travel) are **not** covered under this Warranty unless agreed to in writing in advance by ChromeGuard.

9. Reservations

- Except to a Related Body Corporate (as that term is defined in the *Corporations Act 2001* (Cth)), a Warranty for an Unregistered Product is not transferable without the prior written consent of ChromeGuard. This consent may be withheld at ChromeGuard's sole discretion. Any transfer of this Warranty without the prior written consent of ChromeGuard is void.
- For Registered Products, the Warranty given under this document will apply to any Subsequent Owner of the Registered Product. The Subsequent Owner is responsible for updating the registration details.

10. Limits

Notwithstanding anything to the contrary in this document or any agreement to which this document applies, in consideration for giving the Warranty to the end user, the end user agrees that ChromeGuard is not liable to any end user for **consequential loss**.

"Consequential loss" means with respect to any loss or damage for which ChromeGuard is liable, any loss or damage that does not arise directly and naturally from the relevant breach or circumstance giving rise to the loss or damage and includes (whether or not such loss or damage falls within this qualification):

- loss of production;
- loss of profits or anticipated profits;
- loss of revenue or anticipated revenue;

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- economic loss of any kind;
 - loss suffered as a result of any third party claim;
 - business interruption;
 - loss of goodwill;
 - loss of reputation or adverse publicity; and
 - financing costs.

11. General

- This document is governed by and is to be construed in accordance with the laws applicable in Western Australia.



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Changes in v1.1: registration and claims via warranty@chromeguard.com and the new forms; Product identified by serial number, or part number and order or invoice reference where not serialised; machine details simplified; ChromeGuard pays for returns it requests or requires (s5, s8); wording fixes.