

TAURUS MINING SOLUTIONS PTY LTD

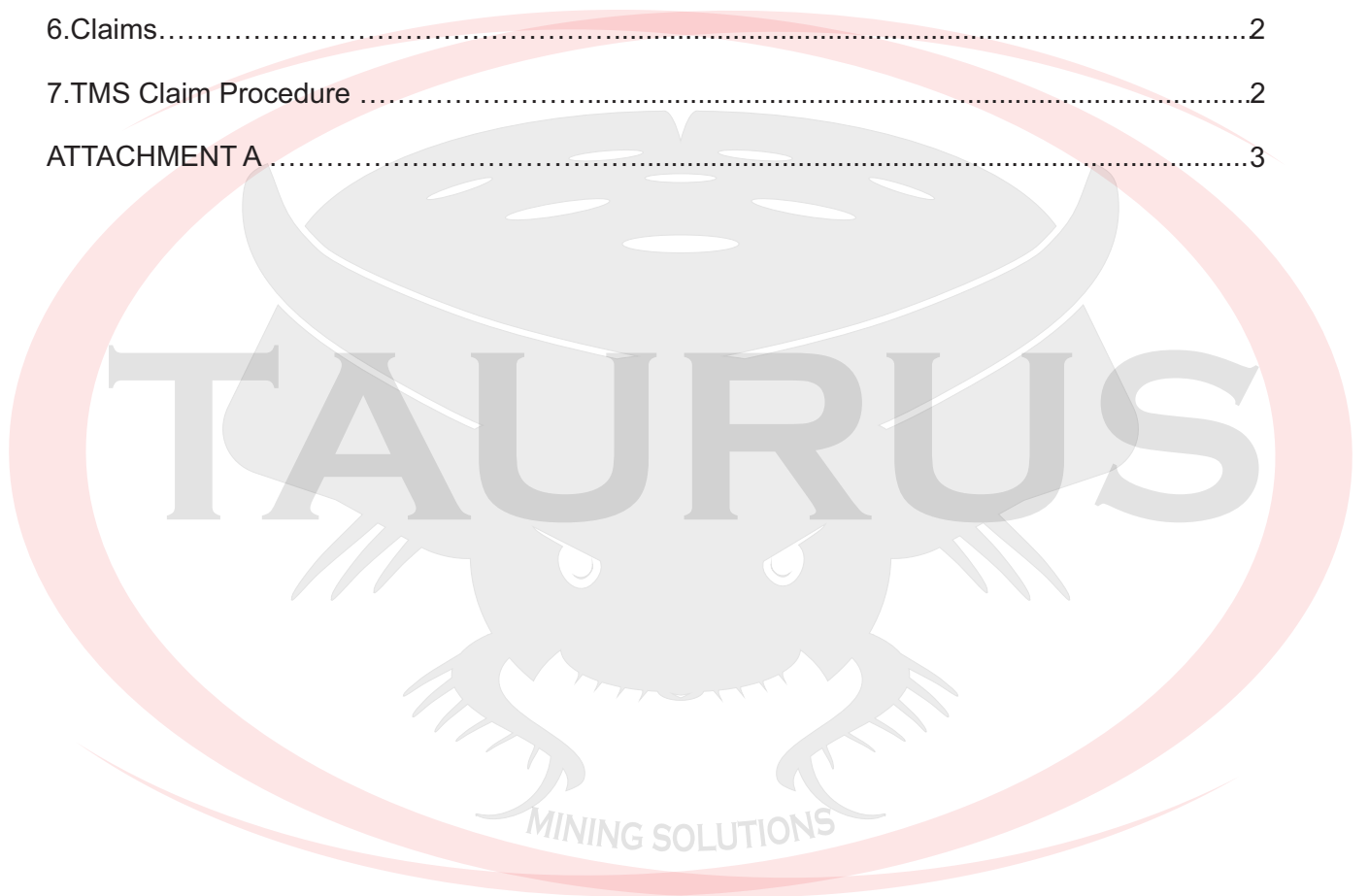
WARRANTY DOCUMENT



Our Innovation Is Your Success.



1.Trade Practices / Fair Trading.....	1
2.TMS Products	1
3.External Products	1
4.Exclusions	1
5.Assignment of Warranty	2
6.Claims.....	2
7.TMS Claim Procedure	2
ATTACHMENT A	3



Our Innovation Is Your Success.



* UNLESS THE CONTENT OTHERWISE INDICATES, 'TMS'; WITHIN THIS DOCUMENT WILL REFER TO THE TRADING BODY: TAURUS MINING SOLUTIONS PTY LTD

1. Trade Practices / Fair Trading

No term of this Warranty purports to exclude, restrict or modify the application of any of the provisions of the Trade Practices Act or other governing or regulatory bodies where those provisions have mandatory application.

2. TMS Products

New Products

TMS warranty on new TMS manufactured parts commences from the date of delivery or installation. Where the installation is part of the agreed purchase value of the product, installation shall be carried out by TMS, an authorized company representative or an authorized contractor and after no obstruction to the installation schedule has occurred the warranty term shall be Twelve (12) months or 6000 operating hours, whichever occurs first. The warranty includes workmanship, materials and built for purpose design engineering but does not include issues that can be associated with fatigue or stress due by age, improper use or poor operating or maintenance practices.

3. External Products

Non OEM Components

TMS extends no warranty on component/s supplied by others, external of TMS, which form part of the product. These products will be warranted under the supplies warranty and where it is possible TMS will assign to the customer any benefits that exist under these warranties.

4. Exclusions

Components will not be subject to this warranty and TMS accepts no liability when it is found that the TMS Product is:

- Utilized outside its intended purpose
 - Unsatisfactorily operated or maintained
 - Modified in any way, including addition of any component/s
- or when
- Misleading, ambiguous or wrongly specified operating or design requirement parameters are provided by the customer.

The TMS warranty does not extend to, nor will any claim be accepted by TMS for any:

- fault
- defect
- breakdown
- operate or to operate any specified performance level;

Where any one or more of the following has occurred:

- failure to operate the Products at or within any performance criteria set out by TMS or any third party who has supplied a component;
- failure to operate or use the product in compliance with any manuals or notices or the like if applicable and supplied by TMS or any third party who has supplied a component;
- failure of a component supplied by someone other than TMS or an assigned representative
- caused by or indirectly related to any work carried out on the product by anyone other than TMS or an assigned representative
- failure of a component supplied by the customer or any specifications, technical data or other information supplied for or on behalf of the customer that are found to be associated with the failure
- Act of God or any other cause beyond the control of TMS.

This warranty is limited to the repair (at TMS's discretion) of the product under warranty only.

TMS does not accept consequential loss or liabilities, compensation, and loss of profit and/or damages of any nature.

5. Assignment of Warranty

The benefit of this warranty is not assignable by the customer without TMS's written consent.

6. Claims

All claims will follow TMS's warranty procedure as set out by TMS. Notification will be sent to TMS of any intended warranty work prior to commencement of work.

TMS will require confirmation of the number of operating hours. Depending on TMS acceptance and the severity of the claim, any products under warranty claim must be returned to TMS's designated facility at the customer's expense.

All warranty works will be undertaken at TMS's nominated place of work and notwithstanding all transport costs, accommodation cost and specialized hire equipment costs will remain the responsibility of the customer, unless provisions were provided for and included in the purchase price of the product. All warranty work shall be carried out during normal working hours unless overtime is requested by the customer, therefor allowing all overtime and associated penalty rates to be charged to the customers account.

TMS may reimburse the costs involved in warranty work, subject to approval by TMS.

Where confirmation on the cause of failure cannot be undoubtedly defined by TMS, an authorized TMS representative or independent body, agreed to be an authority for assessment within the appropriate profession, industry or institute, reserves the right to invalidate any warranty claim.

7. TMS Claim Procedure

The TMS Warranty Form, Attachment A, is to be completed in full and faxed or emailed (preferred option) to TMS, together with a purchase order clearly marked in the description text '*Payment subject to Warranty Investigation*'. No works should proceed on the assumption that TMS will reimburse all associated costs. TMS shall ensure the product returns to service in minimum time. On occasion's, authority to proceed with warranty works on behalf TMS may be approved but only by TMS. Final acceptance of warranty cost will be subject to:

- Inspection of the item as listed in the warranty claim form
- Conditions and circumstances surrounding the failure
- Review of appropriate and up to date maintenance records; and
- In the case of Non OEM items – acceptance of warranty by the component supplier.

Our Innovation Is Your Success.

TMS PTY LTD

WARRANTY CLAIM FORM - SEND TO TMS PTY LTD

CUSTOMER DETAILS (To be completed by Customer)

Company Name: _____

Contact Name & Title _____

Purchase Order: _____

(To be noted Warranty Claim)

Phone No: _____ Fax No: _____

Email: _____

EQUIPMENT DETAIL (To be completed by Customer)

Equipment Description: _____

Operating Hours: _____

Component Description: _____

Serial Number: _____

Description of Failure: _____

Photos of Failure: _____

Suggested Causes of Failure: _____

Suggested Rectification: _____

(Order by Purchase Order)

Parts Required: _____

Date of Failure: Priority: _____ Routine: _____

Our Innovation Is Your Success.