

WARRANTY of the SUPPLIER

1. WARRANTY

1.1. The Company (also expressly mentioned as the "Supplier") warrants that the new equipment, as well as its components supplied under the Purchase Order, are free from defects in material and manufacturing process according to this Warranty. According to clauses 4.1, 4.2. of this annex, spare parts, wear parts and consumables are not covered by this warranty. This warranty is provided to the Client and is not transferable without the prior written consent of the Supplier.

1.2. The Supplier has the right to inspect the supplied equipment at any time previously agreed upon with the Client during the warranty period until the expiration date of the warranty.

2. TERM OF WARRANTY

2.1. The warranty for new equipment comes into force from the date of signing the commissioning act, and continues for twelve (12), but no more than eighteen (18) months from the date of delivery of the equipment to the Client, depending on which event occurs first (unless otherwise is expressly established by the parties). All warranty obligations of the Supplier, however, expire no later than eighteen (18) months from the delivery date of the equipment.

2.2. Within 30 days from the date of launch and testing of the equipment, the Supplier fills out the warranty registration form (or its equivalent) in accordance with the manufacturer's requirements. Subject to applicable mandatory law, the warranty will only be effective if the warranty registration form (or equivalent) has been duly completed by a representative of the Supplier in accordance with the manufacturer's requirements.

3. REPAIR AND COMPENSATION

3.1. If, during the warranty period, the Client finds out that the equipment does not comply with the requirements provided in the Purchase Order, the Client is obliged to draw up a report on the identified defects and, within five (5) working days after discovering the equipment deficiency, notify the Supplier in writing of the equipment deficiency. The Supplier undertakes, within a reasonable time additionally agreed upon by the parties, at its own expense and at its discretion, to either repair the faulty equipment or part, or replace the faulty equipment or its component with a new one. Repair work must be carried out by the Supplier or an authorized representative of the Supplier at a location determined by the Supplier.

3.2. If the Supplier does not eliminate the identified deficiencies within the agreed period or does not give written instructions for their elimination by the Client, the Client has the right to repair or replace the defected equipment during the warranty period, the Supplier's warranty obligations to such equipment remain in force and validity. In this case, the Supplier will compensate the Client for reasonable and documented monetary costs for repair or replacement of defected equipment and components.

3.3. If during the warranty period the Client sent a notification of a defect for which the Supplier is responsible, but the defect was not confirmed by the Supplier, the Client undertakes to pay for time spent of Supplier's personnel at a rate agreed by the parties, as well as compensate overhead costs and actually incurred costs of the Supplier.

3.4. The location of the defect must be clearly marked on the part, component, equipment, and also must be properly packaged for the analysis of the defect by the Supplier.

4. EXCEPTIONS

This warranty does not apply to:

4.1. normal wear and tear of equipment, components, spare parts, periodic maintenance (such as engine tuning, adjustment, inspection), normal aging and periodic replacement of spare parts (such as filters) or any malfunction resulting therefrom;

4.2. wear parts and components such as hoses, belts, rubber tires, tools, liners, discs, batteries, injectors, spacer plate, flywheels, side liners, oil, fuel, fluids, lubricants, filters, coolants, other parts and materials, which are considered in the industry to be consumable, except for cases where a defect in their material or manufacturing, in the opinion of the Supplier, may cause premature failure or wear;

4.3. components, parts or service if the repair or replacement requires minor work such as gaskets, seals, adjustments;

4.4. any modification or work carried out by a person not authorized by the Supplier or without the prior consent of the Supplier;

4.5. operator or maintenance personnel negligence, improper operation, maintenance, storage, overloading, or use of equipment or

parts not in compliance with the manufacturer's startup, operation, and maintenance instructions;

4.6. force majeure or any other circumstances beyond the control of the Supplier (such as fire, thunderstorms, floods, earthquakes, landslides, vandalism, labor disputes, war, riots, government actions, utility failures or electrical fluctuations), or erroneous acts or omissions on the part of the Client or a third party which the Supplier is not responsible for;

4.7. spare parts not approved by the Supplier;

4.8. defects and malfunctions that do not affect the operation of the equipment, such as dents and surface scratches;

4.9. defects and failures caused by the use of parts or materials supplied by the Client itself; and/or defects and malfunctions that occurred as a result of the Client's violation of the terms of provision and use of service passwords for automation systems;

4.10. defects and malfunctions that the Client reported to the Supplier later than ten (10) calendar days from the date of their occurrence.

5. NOTIFICATION

5.1. The Client informs the Supplier in writing of any defects within two (2) calendar days from the date of their occurrence or discovery.

6. TITLE TO THE REPLACEMENTS

6.1. Parts, components, and equipment replaced under this warranty become the property of Supplier upon replacement.

7. NO RESPONSIBILITY FOR WORK CARRIED OUT BY THE ANAUTHORISED PARTY

7.1. The Supplier is not responsible for any defect or malfunction resulting from service inspection, maintenance, replacement, or repair performed by persons other than Supplier's specialists or authorized representatives.

8. PROHIBITION OF USAGE THE NON-RECOMMENDED SPARE PARTS

8.1. This warranty is void and any claims will not be satisfied if it is discovered that non-recommended (not purchased from the Supplier) spare parts and consumables are involved/used in the equipment or in terms of maintenance of the equipment.