



Kalmar Warranty Terms

1. General

- 1.1 This document sets out the terms and conditions to which the warranty applies in respect of Equipment purchased from Kalmar. The Equipment is supplied by Kalmar Equipment (Australia) Pty Ltd ("Kalmar"), which is the legal entity responsible under this warranty.
- 1.2 Before using the Equipment, please observe the following: Read carefully through the instruction manual which accompanies the Equipment. If an instruction manual is not available or if a copy in a different language should be needed, please contact the local Kalmar representative.

2. Conditions for the applicability of this warranty

- 2.1 The following conditions must be met in order for this warranty to apply:
 - (a) a delivery inspection must be carried out by Kalmar product line or by the authorised Kalmar representative, where this is required, according to the delivery conditions;
 - (b) the Equipment must be operated and maintained strictly in accordance with the instruction manual and technical handbook;
 - (c) only original spare parts supplied by Kalmar have been used in the maintenance and repair of the Equipment;
 - (d) replaced parts must be kept available for inspection until the warranty claim is finally settled;
 - (e) all defects under this warranty must be claimed in writing and accompanied by a purchase order for an amount determined by Kalmar and notified to the owner in accordance with the formula detailed in clause 4 below, to an authorised dealer or service agent of Kalmar, within the period of time specified below; and
 - (f) The owner must have complied with all reporting of defects requirements, discussed below.
- 2.2 It is the responsibility of the owner to ensure that the above conditions have been fulfilled.

3. Scope

- 3.1 Subject to the conditions in this warranty, Kalmar warrants that the Equipment specified in the acceptance certificate, when delivered to the original purchaser and for the remainder of the warranty period, is free from defects in material and workmanship as well as conforms with Kalmar's specifications relating to the Equipment.
- 3.2 This warranty applies to the original purchaser and any subsequent owner who acquires the Equipment within six months of the date of the delivery of the Equipment to the original purchaser, but cannot be further transferred.
- 3.3 This warranty does not cover tyres or other consumables, for example; fluids, all hoses, filters, belts, bulbs, fuses, bolts, nuts, straps, accessories, fastenings, batteries, and so on, unless it can be established, that such part was defective at the time of delivery of the Equipment, to the original purchaser.
- 3.4 This warranty does not apply to third party supplied parts or components in the Equipment.
- 3.5 This warranty does not apply to labour costs incurred in replacing or repairing goods. These costs shall be borne by the owner.
- 3.6 Kalmar reserves the right to change the designs or specifications of its Equipment at any time without incurring any liability to carry out identical or similar changes to Equipment already manufactured, sold or delivered to any purchaser.

4. Warranty period

- 4.1 This warranty will remain valid for a maximum of 12 months from the date of acceptance of the Equipment to the original purchaser or 2000 cumulative hours of operation, whichever occurs first, in which case the below formula will apply.

4.2 Warranty Formula

All warranty claims will be subject to the following warranty formula:

$$WA = A \times (B \div 2000)$$

Where:

WA = Warranty Amount payable to owner

A = Total cost of replacement or repair

B = Total hours of operation of the Equipment

Where the warranty is claimed under the Warranty Formula and:

- (i) you have not operated the Equipment for a full 2000 hours; and
- (ii) you are within the 12 month warranty period,



then you are entitled to warranty on the original or replaced parts up until the earlier of expiry of 2000 operation hours of the Equipment or 12 months since the original acceptance date.

5. Implementation of the warranty

- 5.1 The warranty covers the repair or replacement (by repaired or new component) of defective parts, at Kalmar's option. Any defective parts that are replaced become the property of Kalmar.
- 5.2 All work to be carried out under this warranty must be performed by an authorised Kalmar dealer or service agent, unless otherwise approved in writing by Kalmar. All such work is to be carried out according to Kalmar's instructions and during normal working hours.
- 5.3 Where applicable, Kalmar shall deliver parts covered by warranty, free of charge under terms CIP, to owner's nearest international entry. All other costs, for example all duties, are to be carried by the owner.
- 5.4 When parts are required to be returned to Kalmar, the right to accept return cost in advance, is reserved.

6. What the warranty does not cover

- 6.1 Under this warranty, Kalmar will not repair or replace any part that:
 - (a) has been damaged in shipment for which Kalmar is not responsible according to the applicable delivery conditions;
 - (b) becomes defective as a result of an accident after delivery to the original purchaser, improper or unauthorised service, overloading, carelessness or improper storage, handling or use;
 - (c) becomes defective as a result of normal wear and tear;
 - (d) becomes defective as a result of the use of spare parts which were not supplied by Kalmar ;
 - (e) otherwise has been used, maintained or serviced in a manner not consistent with Kalmar's instruction manual and maintenance instructions; or
 - (f) the conditions for the applicability of the warranty as set out above, have not been met.
- 6.2 This warranty does not cover routine mechanical adjustments such as are described and explained in the instruction manual and maintenance instructions furnished to the original purchaser. Such adjustments are the responsibility of the owner.
- 6.3 Yard recovery, towing and transportation costs to workshops is not covered.

7. Reporting of defects

- 7.1 It is the responsibility of the owner of the Equipment to report any nonconformity under this warranty in writing to either Kalmar or an authorised dealer or service agent of Kalmar. All defects must be reported as soon as possible, but in no case later than 14 days after the owner first discovered such defect or ought to have discovered the defect and claimed within 2 months.
- 7.2 Any reported defect, shall be inspected and confirmed by technical personnel from an authorized dealer or service agent of Kalmar, if not otherwise agreed in writing.

8. 3rd Party component warranty coverage

- 8.1 Any 3rd party components that have been installed by Kalmar prior to delivery of the Equipment shall be warranted by the original manufacturer and subject to such additional terms and conditions as may be imposed by the original manufacturer. Without limiting the foregoing, the following are covered by their own manufacturer's warranty: Cummins, Allison, Volvo, Siemens, ABB, and Control Techniques Drive Service.
- 8.2 Warranty coverage for large components (e.g. engines, transmissions, generators, inverters, electrical drive- and hoist motors) is based on original component manufacturer's warranty terms and conditions. Contact your local Kalmar representative with any questions regarding component warranties.

9. Governing law

- 9.1 This warranty shall be governed and interpreted in accordance with the laws of New South Wales, Australia.

10. Our contact details

- 10.1 If you would like to get in contact with us about anything set out in this policy, our contact details are below:

Kalmar Equipment (Australia) Pty Ltd
Address: Suite 2, Level 2, 768 Lorimer St, Port Melbourne VIC 3207