



GOODWIN BARSBY LIMITED
STANDARD NEW EQUIPMENT WARRANTY

(Effective for Equipment sold after 01 January 2010)

- 1 *GOODWIN BARSBY LIMITED (as defined in the General Conditions of Sale) warrants new Feeding, Crushing and Screening, (PRODUCTS) supplied by GOODWIN BARSBY LIMITED to be free from defects in material and workmanship.*
- 2 *All the above mentioned periods are calculated from the date of start-up inspection at the first end user. Under no circumstances will the warranty period exceed eighteen (18) months from the delivery to Purchaser. Any liability whatsoever to any party, other than the first end user is expressly disclaimed. The Purchaser agrees and acknowledges that all warranties shall immediately terminate in the event that the Purchaser expressly or impliedly purports to transfer or assign or otherwise any of its rights under this warranty to a third party. Any attempt by the Purchaser to transfer or assign the warranties provided by **GOODWIN BARSBY LIMITED** to any third party shall be void, unless Goodwin has provided its prior written consent to the Purchaser.*
- 3 *The unit start-up inspection form/ warranty registration card shall be filled in, signed by the end user and sent to GOODWIN BARSBY LIMITED representative within fourteen (14) days from start-up inspection. The warranty period starts from the date the end user signs the start-up inspection form.*
- 4 *The completed warranty registration form must be received by GOODWIN BARSBY LIMITED representative before any claims for warranty will be processed.*
- 5 *This warranty does not cover:*
 - i) *natural wear and tear of the equipment, normal maintenance service such as but not limited to, adjustments and inspections or normal replacement items (such as service filters), and damage resulting there from;*
 - ii) *consumables such as but not limited to, seals, filters, hoses, v-belts, tyres, fittings, screws, bolts, washers, idlers, rubber skirting, grid bars, mantles and bowl liners, jaw plates, manganese steel wear parts etc;*
 - iii) *parts which can be repaired or corrected with minimum action such as but not limited to, changing of seals, tightening or adjustment;*
 - iv) *damage caused by the Purchaser's failure to store, maintain or operate the equipment properly, or due to overloading or failure to pay proper attention to service and operating instructions or caused by accident or caused by working beyond rated capacities or exceeding or not meeting recommended power inputs;*
 - v) *damage caused by negligence or failure of PURCHASER to maintain the equipment in accordance with GOODWIN BARSBY LIMITED maintenance recommendations, documented service history is required;*
 - vi) *damage which is caused by but not limited to, operating conditions such as deep and/or aggressive water, poor roadways, dust, poor ventilation, where components, which are designed and manufactured according to industrial standards, fail prematurely;*



- vii) any defect or damage in materials or design provided by the PURCHASER, which are a consequence of the PURCHASER'S action or stipulation affecting quality or structure;
 - viii) any parts or components manufactured or supplied by third parties or damage caused by such parts or components to the PRODUCTS;
 - ix) any costs such as labour, accommodation, meals travel and similar costs or any transportation;
 - x) any direct or indirect consequential damage including but not limited to loss of revenue or profit, loss of production or loss of use of any equipment;
 - xi) Product improvements/ updates made available by GOODWIN BARSBY LIMITED, unless otherwise specified.
- 6 This Equipment warranty contains the entire warranty terms and conditions between GOODWIN BARSBY and the Purchaser. Notwithstanding anything to the contrary contained in this warranty or otherwise, the Purchaser expressly waives all claims against GOODWIN BARSBY LIMITED (and against its parent company, affiliates, contractors, subcontractors, consultants, employees, agents and vendors) for any consequential, incidental, indirect, special, exemplary or punitive damages, including, but not limited to, loss of actual or anticipated profits, revenues or product; loss by reason of shutdown or non-operation; increased expense of manufacturing, operation, borrowing or financing; loss of use, productivity or shop space; or increased cost of capital, and regardless of whether any such claim arises out of breach of contract or warranty, tort (including negligence), product liability, indemnity, contribution, strict liability or any other legal theory. All limitations in this warranty on GOODWIN BARSBY LIMITED liability shall apply notwithstanding the fact that Sandvik Mining and Construction's warranties fail of their essential purpose or are held to be invalid or unenforceable.
- 7 Under no circumstances and in no conditions, shall GOODWIN BARSBY LIMITED liability whether in respect of one claim or in the aggregate, arising out of any contract, exceed the purchase price payable under the contract for such part in which the liability shall arise.
- 8 On receipt of notification of a warranted defect, GOODWIN BARSBY LIMITED shall remedy the defect at its own discretion in accordance with these terms of warranty.
- 9 Warranty claims less than fifty (£) GBP (£50) or the equivalent in another currency are not considered by GOODWIN BARSBY LIMITED.
- 10 No claim will be considered, and this warranty will be considered null and void, if other than GENUINE SPARE PARTS are used in the equipment or if GENUINE GOODWIN BARSBY LIMITED SPARE PARTS are dismantled and used in another product than the PRODUCT originally supplied to the PURCHASER by GOODWIN BARSBY LIMITED.
- 11 All Warranty claims need to have a proof of purchase which may include but not limited to:
- i) Copy of invoice or order number; or
 - ii) Job Charge out report.
- 12 Warranty claims must be sent in writing using a "GOODWIN BARSBY LIMITED Warranty Claim" form. Claims should include digital photographs of the failure where appropriate. The forms shall be completely filled in and delivered to GOODWIN BARSBY LIMITED representative within fourteen (14) days from the time when the PURCHASER discovers or should have discovered the alleged defect. Claims lodged after this period will be declined. Only one failure should be reported for each claim. The warranty claim form should be sent to your local GOODWIN BARSBY LIMITED representative.



GOODWIN BARSBY
LEICESTER, ENGLAND



Manufactured in the UK

13 The obligation of GOODWIN BARSBY LIMITED under this warranty is limited, at PURCHASER's option, to:

- i) refund the part at its stock replenishment order price; or
- ii) replace the part, free of charge, DDP (delivered, duty paid, Incoterms 2000) at the place of business of the GOODWIN BARSBY LIMITED representative.

14 Warranty claims must be sent in writing using a "GOODWIN BARSBY LIMITED Warranty Claim" form. The forms shall be completely filled in and be delivered to GOODWIN BARSBY LIMITED within fourteen (14) days from the time when the PURCHASER discovers or should have discovered the alleged defect. The date of the Spare Part delivery to the end user must be proved in writing. Only one failure should be reported for each claim. The warranty claim form should be sent to your local GOODWIN BARSBY LIMITED representative.

15 The PURCHASER shall retain the claimed part for 90 days from claim settlement, for GOODWIN BARSBY LIMITED inspection and on request the alleged defective part shall be sent as directed by GOODWIN BARSBY LIMITED and at GOODWIN BARSBY LIMITED cost to a destination designated by GOODWIN BARSBY LIMITED. No part may be returned to GOODWIN BARSBY LIMITED without GOODWIN BARSBY LIMITED prior written consent. After warranty handling, the title to the defective parts shall be transferred to GOODWIN BARSBY LIMITED.

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16 APPEAL PERIOD FOR EACH GOODWIN BARSBY LIMITED DECISION IN WARRANTY CLAIM IS FOURTEEN (14) DAYS AS OF THE DATE OF DECISION AFTER WHICH THE SAID DECISION IS FINAL.

17 This warranty is in lieu of all other warranties or conditions express, implied or statutory, including, but not limited to, warranties of merchantability and fitness for a particular purpose. No other warranties express or implied are given unless they are expressly given by GOODWIN BARSBY LIMITED in writing.

18 This warranty shall not be suspended on the grounds of non-use, intermittent use or for any other reason.