

OKUMA AUSTRALIA PTY LTD AND OKUMA NEW ZEALAND LTD
LIMITED WARRANTY STATEMENT

DEFINITIONS

In this Limited Warranty Statement, the following terms have the following meanings:

Consumables means batteries, filters, fluids, lightbulbs, paint and other items properly characterised as consumable components having regard to their intended function and ordinary service life;

First End User means the first purchaser of a Machine for its own use and not for resale;

Machine means the Okuma machine tool, control system, equipment, component, assembly, attachment or part supplied by Okuma and identified in a relevant quotation, order, or invoice;

Non-Okuma Goods means any and all accessories, parts or peripherals not manufactured by OCJ, which are subject to any warranty provided by their manufacturer;

OCJ means Okuma Corporation Japan;

Okuma means:

- (a) Okuma Australia Pty Ltd, where the Machine is supplied by that entity; or
- (b) Okuma New Zealand Limited, where the Machine is supplied by that entity.

Power-On Hours means the cumulative operating hours recorded by the Machine's control system;

Warranty means the warranty set out in this Limited Warranty Statement; and

Warranty Period means the lesser of 24 months or 4000 Power-On Hours from the date of commissioning and acceptance of the Machine by the First End User, which is deemed to occur upon the earliest of:

- (a) execution of a commissioning or acceptance certificate;
- (b) commencement of commercial operation of the Machine; or
- (c) 14 days after completion of commissioning by Okuma.

INTRODUCTION

Okuma provides this Warranty to the First End User of its Machines.

The benefits of this Warranty are in addition to any rights and remedies imposed by:

- Australian Federal or State legislation, including but not limited to the Australian Consumer Law Schedule of the *Competition and Consumer Act 2010* (Cth); or
- New Zealand legislation, including but not limited to the *Consumer Guarantees Act 1993* (NZ) and the *Fair Trading Act 1986* (NZ);

that cannot be excluded.

Nothing in this Limited Warranty Statement is to be interpreted as excluding, modifying or restricting any legislation relating to supply of goods or services that cannot be excluded, modified or restricted.

If the First End User acquires a Machine as a "consumer" within the meaning of the *Australian Consumer Law*, Okuma confirms:

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

WARRANTY

Okuma warrants to the First End User of the Machine that, subject to the terms of this Warranty and its exclusions and limitations, new Machines will be free from defects in materials and workmanship for the Warranty Period.

This Warranty is personal to the First End User, and may not be assigned or transferred without Okuma's prior written consent.

If, before the end of the Warranty Period, the First End User alleges the existence of a defect in a Machine, and Okuma or its agent finds the Machine to be defective in materials or workmanship, Okuma will, at its election:

- repair or replace the Machine (or affected part), at no cost; or
- cause the Machine (or affected part) to be repaired or replaced, at no cost.

Where Okuma reasonably considers it appropriate or relevant:

- Machines presented for repair may be replaced by refurbished goods of the same type, or refurbished parts may be used to repair the Machine; and
- defective Machines or parts thereof may need to be shipped back to OCJ for evaluation and examination, at no cost to the First End User.

Subject to any rights, guarantees or remedies that cannot be excluded by law:

- repair and replacement Machines or parts supplied under this Warranty are warranted for the lesser of 12 months or 2000 Power-On Hours from the date of that repair or replacement, provided that if the unexpired balance of the original Warranty Period exceeds that period, the longer period applies;
- new replacement parts supplied outside the original Warranty Period at the request and cost of the First End User are warranted for the lesser of 12 months or 2000 Power-On Hours from date of installation; and
- exchange or reconditioned replacement parts supplied outside the original Warranty Period at the request and cost of the First End User are warranted for the lesser of 3 months or 500 Power-On Hours from the date of installation.

WARRANTY CLAIMS

If a defect covered by this Warranty appears, and the First End User wishes to make a claim under the terms of this Warranty, the First End User should notify Okuma as soon as reasonably practicable after becoming aware of the alleged defect and, where possible, within 7 days, as follows:

Australia

Okuma Australia Pty Ltd
3 Tampe Road,
ROWVILLE VICTORIA 3178
info@okumaaustralia.com.au
(03) 9757 5888

New Zealand

Okuma New Zealand Ltd
Unit F, 47 Mount Wellington Highway
MOUNT WELLINGTON AUCKLAND 1060
info@okuma.nz
+64 9 570 7025

Any Warranty claim must be accompanied by proof of purchase, full details of the alleged defect, photo evidence of the alleged defect, any documents on which the First End User relies, and any other documents or information Okuma may reasonably request.

The claimant is responsible for any reasonable costs initially incurred in making a claim unless otherwise agreed by Okuma in writing. If the claim is accepted, Okuma will reimburse the claimant's reasonable costs directly related to making the claim.

EXCLUSIONS

This Warranty does not apply to:

- Consumables;
- Non-Okuma Goods; or
- unpacking, installation, set-up or adjustment of Machine controls to custom instructions.

This Warranty does not apply if:

- the Machine is altered, modified or repaired by a party other than Okuma or its agent;
- the Machine is used other than for its designed purpose, or a purpose made known to Okuma prior to purchase that is noted on Okuma's quotation;
- the Machine has been subjected to abnormal conditions;
- the Machine has been involved in an accident;
- the alleged defect falls within normal manufacturing tolerances or does not materially affect the operation or performance of the Machine;
- the alleged defect is due to or stems from any request to customise the Machine; or
- Okuma cannot find any defect in the Machine after inspection and testing.

This Warranty does not extend to any defect or damage to the extent it is caused by:

- contamination, damage from third party equipment, or normal wear and tear;
- failure on the part of the First End User or another party to properly maintain the Machine;
- failure to follow directions, guidelines or instructions provided by Okuma;
- use of accessories or Consumables not approved or specified by Okuma;
- continued use after a defect because or ought to have become apparent; or
- abuse, misuse, neglect, wilful act or vandalism.

LIMITATIONS

Okuma makes no express representations or warranties other than as set out in this document, and is not and will not be liable to the First End User or any other person under this Warranty for any:

- consequential or indirect damage or loss; or
- damage to property, loss of business or good will, loss of profits, or loss of turnover;

incurred or suffered by the First End User or any third party. Okuma's obligations under this Warranty are limited to repairing or replacing the Machine or part thereof.

Without in any way limiting the foregoing:

- repair or replacement of the First End User's Machine may result in the loss of any End User generated data, and the First End User is responsible for ensuring it has copies; and
- to the maximum extent permitted at law, Okuma excludes liability for any such loss of any End User generated data arising from repair or replacement of the Machine.

CONTACT

Australia

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New Zealand

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