

KOBELCO

**MACHINE WARRANTY,
DELIVERY & GEOSCAN BOOKLET**



WARRANTY POLICIES AND TERMS FOR KOBELCO CONSTRUCTION MACHINERY

THE KOBELCO CONSTRUCTION MACHINERY WARRANTY (the “Warranty”)

The Warranty is provided by Kobelco Construction Machinery Australia Pty Ltd (referred to as “Kobelco”) to the original purchaser (the “Customer”) for brand new units sold and registered in Australia, New Zealand and Oceania region (the “Goods”) and for Kobelco’s genuine attachments and replacement parts (“Spare Parts”) which are listed in the schedule to this Warranty (the “Schedule”) through an authorised dealer of Kobelco (the “Authorised Dealer”).

Warranty Period

The period of this Warranty for the Goods and / or Spare Parts will commence on the date of purchase of the Goods and / or Spare Parts by the Customer and will continue for the applicable Base Warranty Periods specified in the Schedule. Certain demonstrator, rental, lease, and other used goods may be eligible subject to Kobelco’s discretion, for a portion of the Base Warranty Period under this Warranty. The availability of the remaining portion of this Warranty does not mean that the Kobelco goods are new or unused.

Warranty Coverage for Goods

Under the terms of this Warranty, Kobelco may at its option, repair or replace the Goods within the Base Warranty Period.

If a defect in material or workmanship is found in the Goods by the Customer during the Base Warranty Period and is repaired during the Base Warranty Period by an Authorised Dealer at that dealer’s location by Kobelco, then, subject to this Warranty, Kobelco will cover all costs associated with the spare parts and labour required to repair the defect.

If Spare Parts are needed during the repair of the Goods:

- (a) Kobelco will, at its option, repair or replace using new or manufactured Spare Parts; and
- (b) the warranty coverage for those Spare Parts will be either the period remaining of the Base Warranty Period applicable to the Goods or 6 months from the replacement date of the Spare Part, whichever is greater.

Warranty Coverage for Spare Parts

If a defect in material or workmanship is found in a Spare Part purchased by the Customer during the applicable Base Warranty Period for Spare Parts and the Spare Part is presented by the Customer to the Authorised Dealer who sold the Spare Part to the Customer during the Base Warranty Period, then Kobelco will repair or replace the Spare Part without charge or at Kobelco’s option, issue a credit for the purchase amount. Where the original and replacement Spare Part is fitted by an Authorised Dealer, Kobelco will cover labour to install the Spare Part. This Warranty only covers defects in the Spare Part purchased by the Customer from an Authorised Dealer and specifically excludes to the extent permitted by law, any consequential damage.

Claiming under the Warranty

Any claim under this Warranty in respect of a defect in material or workmanship must be made by the Customer to an Authorised Dealer promptly; as soon as the Customer becomes aware of a problem with the Goods and / or Spare Parts where the defect occurs within the applicable Base Warranty Period. Should the Customer continue to use the Goods and / or Spare Parts on becoming aware of a problem and / or defect with those Goods and / or Spare Parts, the Customer risks voiding the benefits otherwise provided to it under this Warranty. To claim pursuant to this Warranty, the Customer must produce a proof of purchase and make the Goods and / or Spare Parts available to Kobelco for inspection and repair by paying for all costs associated with the return of those Goods and / or Spare Parts to that Authorised Dealer or for the costs associated with the Authorised Dealer attending to those Goods and / or Spare Parts at a location nominated by the Customer.

If the Customer paid for travel costs in the original repair or replacement of the Goods, Kobelco will cover the costs of the Authorised Dealer having to travel to the original location of the repair or replacement of the Goods and / or where the original Spare Parts were installed by that Authorised Dealer. The Customer must pay any travel costs exceeding a return journey of 600km.

The contact details of the selling dealer of the Goods and / or Spare Parts can be found on your proof of purchase document or in the Delivery and Registration section of this booklet. The nearest Authorised Dealer to which the Customer may contact when claiming under this Warranty can be found by calling 1300 562 352 within Australia or 0800 80 64 64 in New Zealand or by visiting our website: www.kobelco.com.au.



Exclusive Remedy

To the extent permissible by law, the remedies provided by this Warranty are in lieu of any other remedy otherwise available to the Customer and Kobelco provides no other warranty or guarantee, express or implied, for Goods and / or Spare Parts that are beyond or in addition to any warranty that may have been separately provided to the Customer by the manufacturer of those Goods and / or Spare Parts, such as tyres, batteries and fuel injection components. Check with an Authorised Dealer for details.

No Modification or Extension of Warranty

This Warranty is limited to the written terms herein and Kobelco does not authorise any person, employee, dealer or agent to change or extend the terms of this Warranty in any manner. Any assistance to the Customer in the repair or operation of goods that are not covered by this Warranty will not constitute a waiver by Kobelco of the terms contained in this Warranty, nor will such assistance extend or re-establish the Warranty.

This Warranty is void:

- (a) if the device by which the Good's machine hours are measured (the "Hour Meter") is changed or altered by anyone other than by an Authorised Dealer at the written direction of Kobelco; or
- (b) if in Kobelco's reasonable opinion, it appears that the Hour Meter does not accurately reflect the correct machine hours for which the Goods have operated; or
- (c) if the Goods and / or Spare Parts have been written off, destroyed or purchased at auction; or
- (d) to the extent it is permitted by law to void this Warranty, if the Goods and / or Spare Part is sold by the Customer to a third party.

Warranty Limitations and Exclusions

The following paragraph applies if the supply of the Goods and / or Spare Parts to you is a consumer sale as defined in the Australian or Local Consumer Laws or Guarantees. In this paragraph, "our" means "Kobelco" and "you" means the "Customer" and "goods" means the "Goods and / or Spare Parts".

"Our goods come with guarantees that cannot be excluded under the Australian or Local Consumer Law or Guarantees. You are entitled to a replacement or refund for a major failure and for 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".

Notwithstanding the preceding clause, the liability of Kobelco is limited, to the extent permissible by law and at the option of Kobelco, to:

- (a) in relation to the Goods and / or Spare Parts:
 - replacing the Goods and / or Spare Parts or the supply of equivalent goods and / or spare parts;
 - the repair of the Goods and / or Spare Parts;
 - the payment of the cost of replacing the Goods and / or Spare Parts or of acquiring equivalent good and / or spare parts; or
 - the payment of the cost of having the Goods and / or Spare Parts repaired;
- (b) in relation to services:
 - the supply of the services again; and
 - the payment of the cost of having the services supplied again.

TO THE EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES WHETHER IMPLIED OR OTHERWISE, NOT SET OUT IN THIS WARRANTY ARE EXCLUDED AND KOBELCO IS NOT LIABLE IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR BREACH OF STATUTORY DUTY) OR OTHERWISE TO COMPENSATE THE CUSTOMER FOR:

- (A) ANY INCREASED COSTS OR EXPENSE;**
- (B) ANY LOSS OF PROFIT, REVENUE, BUSINESS, CONTRACTS OR ANTICIPATED SAVINGS;**
- (C) ANY LOSS OR EXPENSE RESULTING FROM A CLAIM BY A THIRD PARTY; OR**
- (D) ANY SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY NATURE WHATSOEVER CAUSED BY KOBELCO'S FAILURE IN COMPLYING WITH ITS OBLIGATIONS.**

The benefits given to the Customer in this Warranty are in addition to other rights and remedies under a law in relation to the Goods to which this Warranty applies.



Customer's Responsibility

This Warranty remains in effect during the applicable Base Warranty Period if the Customer;

- (a) has an authorised Kobelco dealer complete the 50 hour service;
- (b) performs the required maintenance at the recommended intervals outlined in the relevant Operator's Manual. (Note; Proof of servicing is required to validate warranty claims);
- (c) oil analysis must be carried out at all major services (1,000 hour increments). Any concerns highlighted in the report must be reported immediately (this report in itself is not approval or justification for warranty intervention). As a minimum, the major service must be completed on an annual basis;
- (d) operates the Goods within their rated capacity; and
- (e) only carries out the required maintenance and repairs as specified in the relevant manufacturer's manuals using genuine Kobelco service / spare parts or Kobelco approved service / spare parts that meet Kobelco specifications.

The following are excluded from this Warranty:

- Replacement of non-defective and maintenance wear items expected to be replaced during the Base Warranty Period, including, but not limited to: lights, fuses and belts;
- Normal inspections, maintenance and parts and service, including, but not limited to: lubrication, coolants, filters, air conditioning refrigerant, belts, lights and fuses;
- Components such as teeth, cutting edges, ground engaging or other parts which are likely to be exposed to repeated heavy loading or abrasive material or surfaces or which are commonly replaced on a regular basis during the working life of the Goods;
- Kobelco products, parts and components of the machine or products that are covered by separate and specific warranties including but not limited to: tyres, batteries and fuel injection pumps;
- Transportation expenses relating to any repair including where the Goods and / or Spare Parts are required to be delivered / returned to the Authorised Dealer by the Customer;
- Travel expenses exceeding a total return journey of 600km for the Authorised Dealer;
- Testing or inspections where no defect is found;
- Repairs arising from any unauthorised modification to the Goods or the use of non-Kobelco approved attachments and spare parts;
- Repairs arising from repairs by facilities not approved by Kobelco;
- Repairs arising from failure to maintain the Goods and / or Spare Parts, improper use of the Goods and / or Spare Parts, collision or other accident / shock loading, vandalism, negligence or other casualty, or operation beyond rated capacity or specifications;
- Repairs arising from abuse or neglect, including, but not limited to: operation without adequate coolant, DEF (AdBlue), or lubricants, adjustments to the fuel or hydraulic system outside the equipment specifications, over-speeding, from improper storage, starting, warm-up, or shutdown practices, incorrect fuel or contaminated fuel, oil or other fluids and continual use with an obvious defect;
- Premiums charged for overtime labour costs.

BASE WARRANTY AND KOBELCO EXTENDED WARRANTY

Kobelco also offers the Kobelco Extended Warranty Protection Plan as specified in the following Schedule. Kobelco Extended Warranties offer limited coverage of the Goods, and are available to the Customer at an additional cost which varies between the model of Goods.

For Further Terms and Conditions, refer to the Kobelco Extended Warranty Plan document KOB720.

KOBELCO STANDARD WARRANTY SCHEDULE

Product	Base Factory Warranty	Kobelco Extended Warranty: Major Component Coverage
Kobelco Excavator (Mini < 6T)	48 months / 4,000 hours	Not Applicable
Kobelco Excavator (Heavy > 6T)	24 months / 3,000 hours	48 months / 6,000 hours
Genuine Kobelco Attachments	12 months / 1,500 hours	Not Applicable
Genuine Kobelco Spare Parts	12 months / 1,500 hours	Not Applicable



PRIVACY STATEMENT

KOBELCO CONSTRUCTION MACHINERY AUSTRALIA PTY LTD (- hereinafter 'KCMA') recognise the importance for you, our Customers, to know how we treat the information about you which is collected when you agree and sign the Kobelco delivery and warranty registration form.

The policy is based on the Australian Privacy Principles contained in the Privacy Act 1988 (Cth). We encourage you to take the time to read this privacy policy.

Collection of personal information

When you become a customer of KCMA you need to provide us with personal information which may comprise of your name, trading name, address, phone and email which will be used to provide you with information about the product you have purchased as well as about the accompanying warranty.

Use of personal information collected

KCMA may share your personal information which may comprise of your name, trading name, address, phone and email with authorised KCMA dealers to provide you with the best customer service.

KCMA may also use your personal information for the following reasons:

- providing warranty and backup service
- products and service research by KCMA. Customers may opt out at any time by contacting KCMA at kcma_team@kobelco.com
- statistical analysis and report production by KCMA
- providing Kobelco product promotional information

Storage and security of personal information

KCMA takes all reasonable care to prevent any unauthorised access to a customer's personal information and to keep it secure.

KCMA stores personal information electronically on a secure database which is housed in a secure environment.

Access is restricted to authorised employees that need the information to perform a specific job. We have computer and network security on our remote peripherals.

KCMA also archives original copies of personal information collected from delivery and warranty registration forms which is housed in a secure environment.

KCMA require authorised KCMA dealers to comply with our privacy policy when dealing with customer information

KCMA will take reasonable steps to delete or permanently re-identify personal information we hold on you if you cease to be our customer and we no longer need the information to finalise any outstanding matters.

Disclosure of personal information

In the normal course of business KCMA will not disclose a customer's personal information to any other party (other than with authorised KCMA dealers). However, circumstances may arise where we will disclose your personal information without your consent. These circumstances include but are not limited to situations where disclosure is:

- Required or authorised by or under an Australian law or court/tribunal order, or we reasonably believe that the use or disclosure of the information is reasonably necessary for one or more enforcement related activities conducted by, or on behalf of, an enforcement body;
- Authorised KCMA dealers obtaining legal or professional advice;
- Reasonably necessary for the establishment, exercise or defence of a legal or equitable claim;
- Enforce crucial terms of our agreements with you;
- Sell our business or part of it; and
- Necessary (in our reasonable belief) to lessen or prevent a serious threat to the life, health or safety of any individual, or to public health or safety, and it is unreasonable or impracticable to obtain the individual's consent to the disclosure.

By ticking the "Accept the Privacy Disclosure" on the Warranty Registration Form, you consent to KCMA using and disclosing your personal details for these purposes.

If you fail to provide KCMA with any personal information or you provide incomplete information, KCMA may not be able to provide the appropriate level of warranty, service and customer support offered to you under this warranty.

Accessing and correcting your personal information

Customers may ask KCMA to provide you with access to information KCMA holds on you and to ask KCMA to correct that. If such requests are made, KCMA will require you to provide proof of identification before releasing such information.

We wish for our service to meet your expectations, to do so please help us by informing us promptly of any changes to your personal details.

To request access to, or to correct, your personal information, please contact our Privacy Officer at kcma_team@kobelco.com. We will deal with your request within a reasonable time and, if we decide not to correct or provide you with access, we will give you our reasons for our decision.

Reference for contact information

If you require further information or have a complaint about KCMA's privacy policy, please contact our Privacy Officer:

Kobelco Construction Machinery Australia Pty Ltd
 Privacy Officer
 Phone: (02) 8867 5400
 Email: kcma_team@kobelco.com
 Address: PO Box 6579 Blacktown BC NSW 2148



SAFETY ACKNOWLEDGEMENT

TO BE COMPLETED BY THE OWNER AT THE POINT OF DELIVERY OF THE MACHINE

To comply with all applicable safety laws and regulations, it is important that you carefully read the following information and fill in this form where indicated below. If you are unsure of any point your Dealer will be able to assist you. Dealer and Owner shall retain a signed copy of this form.

With reference to the machine identified below, I/we (the Owner or the Owner's appointed agent) declare that:
(Please tick each item ✓)

- ☒ The Dealer has supplied and I/we have reviewed, the correct Operator's Manual applicable to the machine I/we have purchased and that I/we have been given instruction on the safe operation of the machine by the Dealer.
- ☒ I/We have been shown by the Dealer, the locations of the safety and warning decals, the safety shields, seat belts and other safety equipment as are fitted and do understand their importance.
- ☒ I/We have been shown by the Dealer written information produced by Kobelco relating to the importance and need to properly maintain the safety and accident prevention equipment affixed to or supplied with the machine and the importance of making no modifications to the machine without Kobelco's assistance.
- ☒ I/We understand and acknowledge that Kobelco shall be under no liability and shall bear no responsibility in the event that I/we affix or attach ancillary items to or otherwise make modifications to the machine, without Kobelco's approval, such that the machine is thereby rendered less safe.
- ☒ I/We are aware that the machine must not be operated if any of the safety shields, decals or safety devices are damaged or have been disconnected or removed or if operation of the machine could be deemed unsafe.
- ☒ I/We understand that the R.O.P.S. (Roll Over Protection Structure), F.O.P.S. (Falling Object Protection Structure), T.O.P.S. (Tip Over Protection Structure) or safety frame where applicable which is fitted to the machine has been tested in accordance with O.E.C.D., O.S.H.A., I.S.O. or S.A.E. Standards to comply with AS2294, AS4987 or other applicable Australian Standards.
- ☒ I/We also understand that drilling into, welding on, modification or damage to the R.O.P.S./F.O.P.S./T.O.P.S. will render the machine unusable.
- ☒ I/We have been advised by the Dealer on the proper operation, maintenance and lubrication procedures for the machine. I/We have been instructed and understand the application, limitations and capacities that the machine was designed and recommended for, all as described in the Operator's Manual and other literature published by Kobelco and supplied to me/us.
- ☒ I/We understand that the air-conditioning system if fitted to the machine can only be serviced, decommissioned or evacuated by a qualified air-conditioning service person in accordance with relevant codes of practice applying to the State, Territory or Country in which the machine is being used.
- ☒ I/We undertake to ensure that all users of the machine will be instructed in the correct safety, operational and maintenance requirements of the machine as outlined in the Operator's Manual and any other literature published by Kobelco.

Signature

DocuSigned by:

AUSTRALIAN HAMMER SUPPLIES HIRE HOLDINGS PTY LTD

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Date 06-Feb-2025



GEOSCAN TERMS AND CONDITIONS

☐ Select this box if GEOSCAN is not an option on this unit.

This Agreement is made and entered into on the date of delivery between the Customer (referred to as "User" hereafter), and Dealer. User and Dealer are also hereafter referred to individually as a "Party" and collectively as the "Parties".

WHEREAS Dealer is a dealer of **KOBELCO CONSTRUCTION MACHINERY AUSTRALIA PTY LTD** a company organised and existing under the laws of Australia and having its principal place of business at Unit 1, 1-5 Interchange Drive, Eastern Creek NSW 2766, Australia (hereinafter will be referred to as "**KCMA**") for the purpose of sale and distribution of the Excavators and other related equipment and their parts (hereinafter referred to as the "Machines");

WHEREAS **KCMA** is the affiliate and exclusive distributor of the **KOBELCO CONSTRUCTION MACHINERY CO, LTD**, a company organised and existing under the laws of Japan and having its principal place of business at 2-1, Itsukaichikou 2-chome, Saeki-ku, Hiroshima Japan (hereinafter referred to as "**KCM**") for the purpose of sale and distribution of the Machines; and

WHEREAS the Parties are desirous of installation of an IT communication and monitoring system on the Machines for the purpose of dynamic management of the Machines by means of wireless transmission (herein after referred to as the "GEOSCAN").

NOW THEREFORE, IN CONSIDERATION OF THE PREMISES, COVENANTS AND UNDERTAKINGS HEREIN CONTAINED, IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

Article 1: Access to the Information

1. User may have access to the data, records, information collected, stored or transmitted by each Machine and / or the GEOSCAN concerning the Machines (hereinafter referred to as the "Information") via Internet, provided, that User shall bear communication and other charges for use of the Internet.
2. For access to the Information, User is required to prepare for the following requirements:
 - (a) Prerequisites in which the Internet can be used (such as a personal computer installed with a browser and sign-up with an Internet service provider).
 - (b) Acquisition of a certification ID and password issued by KCMA and provided by Dealer. (The certification password must be renewed periodically.)
 - (c) Installation of "Google Earth" provided by Google Inc. (This is not a mandatory requirement.)
However, with respect to Google Earth, which is not included in the service of the GEOSCAN, User shall obtain information on Installation and how to use at its responsibility.

Article 2: Collection and Use of the Information

Dealer, KCMA and KCM may collect and use the Information only from the Machines in order to improve maintenance management of the Machines. Through such activities, the Dealer, KCMA and KCM shall aim that User will gain the following convenience. (Please refer to privacy statement found on page 5 of this booklet.)

- (a) Recognition of periodic maintenance times by knowing data in an hour meter
- (b) Facilitation of the Machines' location check work by knowing their location
- (c) Maintenance activities based on obtained information on the Machines

Article 3: Fees

Subject to compliance with the terms and conditions of this Agreement, User shall be entitled to access and use the GEOSCAN for the Machines without any charge for a five (5) year period from the execution of this Agreement.. Upon expiration of the above mentioned duration, the Parties shall agree to the terms in case for the User to elect an option to purchase an extension of GEOSCAN program participation obtainable through Dealer interface.

Article 4: Scope of Application

This Agreement applies only to the Machines purchased by the User.

Article 5: User Information

1. User shall provide User's information and its Machines serial number to the Dealer in a timely manner.
2. In the event any User information changes, the User shall promptly notify such change with detailed information to the Dealer.
3. If the User desires to stop using GEOSCAN, the User shall notify it with the User's information to the Dealer in writing in the manner designated by the Dealer separately. The User acknowledges and agrees that communication on GEOSCAN will be deactivated by KCMA upon KCMA's receiving the User's written notice from Dealer.



Article 6: Confidentiality Obligations

1. Each Party shall not disclose the Information to any third party without prior consent of the other Party, unless required (i) for management and operation of the GEOSCAN by Dealer, KCMA and KCM; (ii) for use of the Information by User under Article 2; or (iii) requested under the law.
2. If required to disclose the Information to any third party pursuant to the Paragraph 1 of this Article 6, excluding the case that disclosure of the Information is required under the law, each Party shall cause such third party to which the Information will be disclosed to assume the confidentiality obligations to be assumed by each Party for the other Party.
3. Each Party shall not disclose any information related to the GEOSCAN provided by the other Party for the purposes stipulated in this Agreement in the same manner subject to confidentiality obligations set forth in Paragraph 1 and 2 of this Article 6. User shall ensure that the GEOSCAN is not accessed or tampered by any third party or unauthorised persons.

Article 7: User's Obligation

1. User shall read manuals carefully which are separately provided by the Dealer and follow instructions stipulated in such manuals.
2. User shall not perform, permit or allow any abusive, fraudulent, or unlawful use, including but not limited to invasion of privacy, defamation, interferences with or disruption to, other network users, network services or network equipment or infringement any rights of any third party such as intellectual properties and confidential information.
3. User shall not reverse engineer, decompile, disassemble or otherwise attempt to discover source code or underlying structure, ideas, or algorithms of the GEOSCAN and its related services.
4. User shall not modify, translate, or create derivative works based on the GEOSCAN.
5. User shall not remove any proprietary notices or labels with respect to the GEOSCAN and its related services.

Article 8: Intellectual Property Rights

User acknowledges and agrees that all intellectual property rights in relation to the GEOSCAN belongs to KCM or KCM's third party vendors and are not transferred to User. In the event that User become aware that the GEOSCAN has become or may be likely to become the subject of any intellectual property rights infringement or misappropriation claim or proceeding, User shall promptly notify Dealer in writing of such claim or proceeding.

Article 9: Limited Liability

1. User shall not be compensated for any damage which may be caused to User in connection with access to the Information in the following cases:
 - (a) Loss, delay or other influence on the Information which may be caused by a natural disaster, failure of the GEOSCAN, maintenance or trouble on the GEOSCAN server, maintenance or failure of a wireless transmission company's system used by the GEOSCAN, other circumstances of a wireless transmission company or other event;
 - (b) Where User cannot access Machine information remotely due to the Machine being located in an area which is not accessible by radio waves, or outside of the country which User's principal business place is located in;
 - (c) Where User cannot have access to the Information due to suspension of service by a telephone company or service provider for the Internet used by User;
 - (d) Where User cannot have access to the Information due to local restrictions on connectivity due to reasons of security, defense or any other Government regulations; or
 - (e) Where User cannot have access to the Information due to any reason attributable to User.
2. User acknowledges and agrees that neither one of Dealer, KCMA, KCM nor the service provider may provide any guarantee for the security of wireless transmission. Dealer, KCMA, KCM and the service provider shall not be liable for any lack of security relating to use of the GEOSCAN by User.
3. In no event shall Dealer, KCMA, KCM or the service provider be liable for the failure of incompatibility of any equipment utilised by User in connection with access to the Information on and through the GEOSCAN. User shall use such equipment at their own risk.
4. KCM and KCMA may change the Information which can be accessed by User, and specifications of the GEOSCAN and other conditions within the scope of this Agreement without prior notice to User.
5. Dealer, KCMA and KCM shall not be held responsible for accuracy or usability of the Information which will be accessed by User.

Article 10: Effective Period

This Agreement shall be effective from the date of execution and continue for duration of use of GEOSCAN; provided, however, that this Agreement may be terminated by one month's written notice of User or Dealer to the other Party. Notwithstanding the foregoing, in case of breach of this Agreement by User, Dealer may terminate this Agreement immediately without prior written notice to User.



Article 11: Damages and Remedies

In case that the breach of this Agreement by User causes damage to Dealer, User shall compensate such damage. User acknowledges that a remedy at law for any breach or threatened breach of the provisions of this Agreement would be inadequate and, therefore, agree that Dealer shall be entitled to injunctive relief in addition to any other available rights and remedies in case of any such breach or threatened breach; provided, however, that nothing contained herein shall be construed as prohibiting Dealer from pursuing any other remedies available for any such breach or threatened breach.

Article 12: Assignment

User shall not assign, transfer or encumber any or all of its rights, interests and obligations under this Agreement with respect to the GEOSCAN without prior written consent of Dealer.

Article 13: Matters Requiring Consultation

Any matters not stipulated herein or questions arising on descriptions herein or in interpretation of this Agreement shall be resolved through sincere consultation between the Parties hereto.

Article 14: Governing Law

This Agreement shall be governed by and construed in accordance with the laws of New South Wales. The applicability of the Vienna Convention of 1980 is excluded.

Article 15: Dispute Resolution

All disputes between the Parties hereto arising under, or in connection with this Agreement, shall be submitted to and be settled by the competent court of New South Wales, Australia.

Article 16: Superseding Nature

This Agreement supersedes any / all existing agreements / memorandum of understandings between the Parties in connection with the GEOSCAN if any.

APPLICATION FOR GEOSCAN LOGIN ID

If the machine being registered is equipped with a GEOSCAN system which you wish to activate, please provide contact information for the person in your organisation that is responsible for GEOSCAN administration. Note, GEOSCAN is not available on mini excavators (less than 6T).

Request <i>(Select One)</i>	<input type="checkbox"/> New Account	<input checked="" type="checkbox"/> Existing Account
First Name	Mitchell	Last Name Pennells
Mobile	0408 218 693	Email mitchell@hammerhire.com.au



DELIVERY AND WARRANTY REGISTRATION

All applicable spaces to be completed by Dealer and Owner at the time of delivery.

The Delivery and Warranty Registration must be completed and signed by both the Dealer and Owner along with Safety Acknowledgment and Identification Detail form, with signed copies to be retained by Dealer, Owner and Kobelco. Subject to any rights or remedies at law that cannot be excluded in relation to the machine, a failure to complete this form or any falsification of this form may result in this warranty being invalidated.

Machine Model SK225SR-7	
Serial Number YB09020021	Engine Number 4TN107TT-4WYBD14340
Original Delivery Date 28/01/2025	Transfer of Ownership Date <small>(For used equipment only)</small>

OWNER DETAILS

First Name Mitchell		Last Name Pennells
Company Name Australian Hammer Supplies Hire Holdings Pty Ltd		
Address Unit 3, 32 Williamson Rd		City Ingleburn
State NSW	Postcode 2565	Country Australia
Phone Number 0408 218 693		Email mitchell@hammerhire.com.au

I/We hereby acknowledge (please tick each item ✓):

- ☒ I/We have received and accepted delivery of the machine registered on this form.
- ☒ That it is complete and fitted with all equipment as per my/our order.
- ☒ I am/we are satisfied that the machine was thoroughly checked by the Dealer for loose or missing parts and has been adjusted in accordance with the pre-delivery inspection in this book, the Operator's Manual or the Checklist provided by KOBELCO Construction Machinery's Service Department.
- ☒ That I have read and understand the nature and extent of the Warranty and understand clearly that subject to any rights or remedies at law that cannot be excluded in relation to the machine, there are no other representations or warranties, either expressed or implied, made by anyone in relation to the purchase of the machine.
- ☒ I have read and accept the Kobelco Privacy Statement.
- ☒ I have read and accept the Safety Acknowledgement.
- ☒ I have read and accept the GEOSCAN Terms and Conditions if applicable.

Name Mitchell Pennells
(Person authorised to sign on behalf of the Owner)

Title Managing Director

Signature <div><div>DocuSigned by:</div><div>AUSTRALIAN HAMMER SUPPLIES HIRE HOLDINGS PTY LTD</div><div>A9D6814F6EBF44C...</div></div>	Date 06-Feb-2025
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DEALER DETAILS

Dealer Name Sydney Trucks & Machinery	
Address 10 Dunn Road	City Smeaton Grange
State NSW	Postcode 2567
Phone Number 02 4647 4488	Dealer Code Sydney Trucks & Machinery

Name Mark Morris
(Person authorised to sign for the Dealer)

Title Sales

Signature <div><div>DocuSigned by:</div><div>Mark Morris</div><div>F01A53C7F8DC4B0...</div></div>	Date 02-Feb-2025
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CUSTOMER RELATIONS

By contacting your Dealer's Service Department, arrangements will be made for the servicing or maintenance of your machine.

Should a problem arise, we suggest you take the following steps:

1. Discuss the problem with the **Dealer Service Manager**;
2. If you are not satisfied contact the **Dealer Principal / Dealer Manager** and make sure they are aware of any problems you have and are given the opportunity to assist you.
3. If after following steps 1 and 2 you are still not satisfied then write to or call:

CUSTOMER SUPPORT:

Australia

Kobelco Construction Machinery Australia
PO Box 6579
Blacktown NSW Australia 2148
1300 562 352

New Zealand

0800 806 464

Oceania Region

Contact your local Supplying Distributor

It will be helpful if you include your:

- Business hour telephone number;
- After hours telephone number;
- Machine Model;
- Machine serial number (PIN), for location details refer to your Operator's Manual;
- Details of your concern.

We ask that you follow each of these steps as your questions or problem will most likely be resolved at your dealer utilising their equipment and trained personnel.

KOBELCO

TO CONTACT YOUR NEAREST DEALER CALL

Australia

1300 KOBELCO
(1300 562 352)

New Zealand

0800 806 464

Oceania Region

Contact your local Supplying Distributor