

THESE ARE METSO OUTOTEC STANDARD LIMITED WARRANTY CONDITIONS FOR NEW AGGREGATES EQUIPMENT, COMPONENTS, PARTS AND SERVICES

1. Warranty. Metso Outotec warrants new aggregates equipment, as well as components and spare parts thereto ("Goods"), supplied by Metso Outotec under the contract between Metso Outotec and its Purchaser ("Contract"), to be free from defects in materials and workmanship in accordance with this Warranty. Subject to Clause 4.2 of this Warranty, wear parts and consumables are not warranted. This Warranty covers (i) the Purchaser; or, in case of distribution sales channel sales, (ii) the first purchaser purchasing from authorized distributor; or, in case of contractor or rental company, (iii) the contractor or rental company who rents equipment to third parties; (all referred to as "User") and is not transferable without Metso Outotec's prior written consent.

Metso Outotec has the right to review the Goods at any time agreed with the User during the warranty period though at the latest by the expiry date of the warranty.

2. Duration.

Metso Outotec warrants that the Goods shall be free from defects in material and workmanship attributable to Metso Outotec, provided that any defect must be claimed in writing within the defects liability period of, unless otherwise specified in the Contract, the earliest of (i) twelve months from the first industrial use, 2,000 operating hours or eighteen months from Delivery for equipment and (ii) six months from the first industrial use, 1,000 operating hours or twelve months from Delivery for components and spare and wear parts

In case of equipment, the electronic Commissioning and Warranty Registration (CWR) Form shall be filled during the commissioning or within 7 days from the CWR Inspection. Subject to applicable mandatory law, this Warranty becomes effective only if Metso Outotec receives the properly filled CWR Form.

If the equipment, components or spare parts are used more intensely than specified by Metso Outotec or against good industry practice, above periods of time shall be reduced proportionally as determined by Metso Outotec in good faith.

3. Remedy. Metso Outotec shall, at its option, either repair the defect or replace the defective equipment, component or part under this Warranty. Repair work shall be carried out by Metso Outotec or its authorized representative at the place decided by Metso Outotec.

The User may have the right to carry out the warranty repair or replacement only subject to Metso Outotec's prior consent or in case of urgency where no consent and service from Metso Outotec is available within reasonable time. In such event, Metso Outotec shall reimburse reasonable actual out-of-pocket costs incurred to the User in the necessary repair or replacement of the defective equipment, component or spare part. Costs resulting from preparatory work, auxiliaries or plant environment shall not be reimbursed. No compensation shall be paid by Metso Outotec for overtime, Sunday or other holiday work or for any removal or installation costs.

Unless otherwise agreed, transport from site to Metso Outotec (or other repair shop or replacement source) and to site in connection with remedying of defects under this Warranty shall be at the risk and expense of the User. The defect in question shall be clearly marked on the part, component or equipment, which must be packed properly and in such a way that Metso Outotec can carry out a defect or fault analysis reliably.

4. Exclusions. This Warranty does not cover:

4.1 ordinary wear and tear or deterioration of the equipment, components or parts, normal maintenance and service (such as engine tune-ups, adjustments, settings and inspections), normal ageing, normal replacement items (such as service filters), or any damage resulting therefore;

4.2 wear parts and wear components such as hoses, belts, rubber tyres, blades, linings, discs, batteries, nozzles, oil, fuel, fluids, grease, coolants or other materials or parts, which are considered within the industry as wear parts or consumables, except where defects in materials or workmanship are found, in Metso Outotec's judgement, to cause premature breakage or wear;

4.3 components, parts and work, if repair or correction requires only minor effort such as changing of seals, tightening, adjustment or settings;

4.4 any modifications or work if carried out by an unauthorized repairer or without Metso Outotec's prior consent;

4.5 carelessness of the operators or service men, incorrect operation, maintenance, service or storage, overloading, or any use, action or omission against Metso Outotec's manuals or instructions;

4.6 Force Majeure events or any other circumstances beyond the reasonable control of Metso Outotec (such as fire, lightning, flooding, earthquake, landslide, vandalism, labour dispute, war, riot, governmental action, utility shortage or excessive voltage fluctuation), or acts or omissions of the User or a third party;

4.7 parts, other than those approved by Metso Outotec, which have been used in earlier repair or maintenance work or are otherwise not of sufficient quality and design;

4.8 defects or faults that have no significance to the operation of the equipment or plant, such as dents or surface scratches;

4.9 defects or faults caused by materials or parts provided or designs or specifications specified by or on behalf of the User; and

4.10 any indirect or consequential damage or loss whatsoever, such as loss of profit, loss of production, down-time, business interruption, loss of business opportunity, capital costs, cost of substitute use, claims by third parties or loss of use.

5. Reporting. The User shall notify Metso Outotec in writing of any defect as soon as it becomes apparent or damage occurs and in no event later than 14 days after this Warranty expires in accordance with Clause 2 above.

6. Title to Replaced Parts. Parts, components and equipment replaced under this Warranty shall become the property of Metso Outotec upon Metso Outotec's request.

7. No Liability for Others' Work. Metso Outotec does not accept any liability for defects, faults or occurrences incurred as a result of any service, maintenance, repair or replacement carried out by others than Metso Outotec or its authorized representative.

8. Genuine Metso Outotec Parts Required. No claim will be considered and this Warranty will be null and void to the extent any defect, fault or occurrence has been caused as a result of the use of other than GENUINE METSO OUTOTEC SPARE AND WEAR PARTS in the equipment or plant in question.

9. Services. Metso Outotec warrants that the services provided by Metso Outotec under the Contract shall be performed in a workmanlike manner. Unless otherwise agreed, no warranty of any kind is given by Metso Outotec as it comes to the outcome of the equipment, plant or system or other outcome of the services. Upon User's notification, Metso Outotec shall investigate the claimed defect in the services and shall, in its sole discretion, either carry out a defective part of the services again or reimburse the relevant portion of the price as User's entire and exclusive remedy.

10. Applicable Metso Outotec Companies and Products. This Warranty shall apply only to the Metso Outotec equipment, components, parts and services and Metso Outotec companies specified in the Contract.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER LIABILITIES, WARRANTIES, CONDITIONS AND REMEDIES, WHICH ARE HEREBY EXCLUDED, DISCLAIMED AND WAIVED BY THE PARTIES WITH RESPECT TO METSO OUTOTEC'S WARRANTY OBLIGATIONS FOR THE EQUIPMENT, COMPONENTS, PARTS AND SERVICES PROVIDED BY METSO OUTOTEC.