

PRODUCT WARRANTY POLICY

CASWA warrants that all CASWA Pty Ltd. manufactured equipment will be free of any defect in materials or workmanship for the period of (1) year¹. Warranty begins from the date of shipment from a CASWA. The warranty is extended to customers and applies to all CASWA manufactured equipment purchased, installed, and used for the purpose for which such equipment was originally designed. The above warranties cover only defects arising under normal use and do not include malfunctions or failures resulting from misuse, abuse, neglect, alteration, problems with electrical power, usage not in accordance with product instructions, acts of nature, or improper installation or repairs made by anyone other than CASWA or a CASWA authorized third-party service provider. CASWA reserves the right to substitute functionally equivalent new or serviceable used parts.

WARRANTY CLAIMS AND PROCEDURES

1. During the applicable Standard Equipment Warranty Period outlined above, customer's sole and exclusive remedy for any breach of the Standard Equipment Warranty will be, at CASWA's sole discretion and option, the repair or replacement of the defective product. Components that customer claims to be defective must be available to CASWA for inspection and evaluation if the component is installed on site, it must be returned to CASWA at the customers cost. To be entitled to rights under the Standard Equipment Warranty, the customer must notify CASWA in writing within thirty (30) days after discovering a suspected defect in any product, but in any event prior to the expiration of the applicable Standard Equipment Warranty Period. Following its receipt of any such customer notice, CASWA will determine whether the reported problem is covered by this Standard Equipment Warranty. If CASWA determines that the problem is covered, CASWA will authorize repair or replacement of the defective product, as deemed appropriate by CASWA in its sole discretion.
2. CASWA will provide customer with new, rebuilt, refurbished or alternate equipment (or part thereof) of equal or improved quality, as exchange equipment (or part thereof) to replace eligible defective equipment (or part thereof). Any alternate equipment (or part thereof) will meet or exceed the specifications of the replaced equipment (or part thereof). Rebuilt or refurbished equipment may bear cosmetic blemishes that do not affect performance. Unless otherwise specified by CASWA in writing, repaired or replaced equipment (or parts thereof) are covered only for the remainder of the term of the applicable Standard Equipment Warranty. All defective equipment (or parts thereof) replaced by CASWA become the property of CASWA. CASWA has no obligation to (i) service, exchange or otherwise replace any equipment (or part thereof) that has been damaged, modified, abused, misused or over-used as determined by CASWA.

¹The warranty period for the LiftlogDX product is the lifetime of the first crane it is installed on or 20 years

WARRANTY CLAIMS AND PROCEDURES

CASWA does not warrant or guarantee, and is not responsible for:

1. Defects, failures, damages or performance limitations caused in whole or in part by (A) power failures, surges, fires, floods, snow, ice, lightning, excessive heat or cold, highly corrosive environments, accidents, actions of third parties, or other events outside of CASWAs' control, or (B) customer's abuse, mishandling, misuse, negligence, improper storage, servicing or operation, or unauthorized attempts to repair or alter the equipment in any way. Customer must provide qualified technical personnel to maintain and repair the equipment.
2. Alterations and/or Modifications to any part of CASWA's product, without CASWA's written authorization unconditionally VOIDS the CASWA Standard Warranty. Equipment built to customer's specifications that are later found not to meet customer's needs or expectations.

A handwritten signature in blue ink, appearing to be "PK", is placed over a faint rectangular stamp.

Paul Kelly, Director
16/11/2015