

Warranty Statement

LIMITED WARRANTY

Okuma Australia Pty. Ltd. warrants to the first End-User (the "End-User") that on the date of commissioning acceptance, NEW Okuma Machines and parts thereof shall be free from defects in materials and workmanship. Okuma Australia Pty. Ltd., at its sole and exclusive discretion, either replace or repair any machine or part thereof defective in workmanship or material, at no charge to the End-User, under the following warranty periods:-

- Regarding mechanically related parts:-
For a period of 24 months or 4000 Power-on hours whichever shall occur sooner from the completion date of installation.
- Regarding electrically (OSP) related parts:-
For a period of 24 months or 4000 Power-on hours whichever shall occur sooner from the completion date of installation.

WARRANTY LIMITATIONS

This warranty does not apply to:-

1. Consumable items (i.e., paint, batteries, light bulbs, fuses, fluids, filters or other as determined by Okuma Australia Pty. Ltd.).
2. Accessories, parts or peripherals not manufactured by Okuma Corporation Japan (OCJ), which shall be subject only to whatever warranty may be issued by the manufacturer of such product.
3. Unpacking, set-up or installation, adjustment of machine controls to End-User instructions. This warranty shall be void if Okuma Australia Pty. Ltd. determines that the defect was caused by negligence, mishandling, misapplication, abuse or misuse by End-User or by any other person.

4. Damage to machine and/or components while being transported from Okuma Japan to destination.

All warranty repairs must be performed by Okuma Australia Pty. Ltd. or its authorised representative. To obtain warranty service, the End-User must contact Okuma Australia.

On a case by case basis, the defective parts being replaced may have to be shipped back to OCJ for examination and evaluation, at no cost to the End-User when the Okuma Chief Engineer determines that the defect was not caused by negligence, mishandling, misapplication, abuse or misuse by End-User or by any other person. After the warranty repair or replacement of a defective part, Okuma Australia's limited warranty shall apply for the following durations:-

- For a period of 12 months or 2000 Power-on hours whichever shall occur sooner from date of part replacement. If the remaining balance of the NEW machine warranty is greater than either of 12 months or 2000 Power-on hours, the longer period shall apply.

Regarding new part replacement outside the original machine warranty period at End-User charge:-

- For a period of 12 months or 2000 Power-on hours whichever shall occur sooner from the completion date of installation.

Regarding changeover part replacement outside the original machine warranty period at End-User charge:-

- For a period of three (3) months or 500 Power-on hours whichever shall occur sooner from completion date of installation.

It is a standing requirement that all faulty parts be returned to Okuma Australia Pty. Ltd. immediately following replacement.

THERE SHALL BE NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER OBLIGATION ON THE PART OF OKUMA AUSTRALIA PTY. LTD. OR OCJ WITH RESPECT TO THE

MACHINES EXCEPT THE WARRANTY OR WARRANTIES CONTAINED HEREIN.

If, under applicable law, the implied warranties set forth above may not validly be disclaimed or excluded, the duration of such implied warranties is limited to the same time period governing the express warranty set forth herein. Okuma Australia Pty. Ltd. assumes no risk and shall not be subject to any liability for any damage, including without limitation, direct, indirect, special, incidental or consequential damages, or loss of profits sustained by End-User, or by any other person or entity in connection with the Machine, or resulting from the sale, use or application of the Machine, regardless of whether any such claim is asserted on a contract, tort, strict product liability or any other basis; nor shall Okuma Australia Pty. Ltd. be liable for transportation, labor or any other charges for adjustments, repairs, replacement parts, installation or other work, which may be done upon or in connection with equipment by End-User or by any other person, except as provided for herein.

In any event, and notwithstanding anything herein to the contrary, Okuma Australia's liability under any warranties shall be fully and completely discharged by Okuma Australia Pty. Ltd. replacing or repairing any Machine or part thereof which may prove defective under normal and proper use within the effective period of the warranty, if timely shown to be defective by proper evidence submitted by End-User, as set forth above. This Limited Warranty is exclusively for the benefit of the first End-User of the Machine, and cannot be transferred or assigned. This Limited Warranty is null and void should the End-User transfer the Machine out of Australia.