Application of these Terms and Conditions

Please note that these Terms and Conditions supplement and form part of an applicable Service Agreement, which needs to be entered into between the Parties.
Please note that these terms do not constitute an independent contract and shall only apply where expressly incorporated into, and used together with, a valid Service Agreement.
For information regarding available service offerings or the establishment of a Service Agreement, please contact your Sandvik sales representative.

ROCK PROCESSING LIMITED LIFETIME* WARRANTY FOR CRUSHERS

(Effective from 1 May 2026)

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This document was last updated: May 2026.

*The word "*Lifetime*" concerns and applies to the lifetime (*i.e.*, duration) of Sandvik's Lifetime Services.

1. BACKGROUND AND DEFINED TERMS

1.1. Sandvik is the supplier of certain Sandvik Equipment to:

(a) direct-sales customers; and

(b) Sandvik Distributors,

(in each case, the "**Purchaser**").

1.2. This **Sandvik Limited Lifetime Warranty** (where provided in connection with Warranted Sandvik Equipment):

(a) applies to all Warranted Sandvik Equipment that is subject to a live Lifetime Services Contract; and

(b) sets out the terms and conditions (in addition to the Sandvik Standard Warranty) upon which Sandvik will, at its option, repair or replace Warranted Sandvik Equipment that is or becomes Defective during the Limited Lifetime Warranty Period.

1.3. Capitalised words and phrases (defined terms) used in this Sandvik Limited Lifetime Warranty shall have their respective meanings given in the Sandvik Standard Warranty and, in all other cases, the Glossary.

1.4. The rules of interpretation set out in Section 7.2 of this Sandvik Limited Lifetime Warranty shall apply.

1.5. For the avoidance of doubt:

(a) this Sandvik Limited Lifetime Warranty attaches to the Warranted Sandvik Equipment (as described in Section 1.2(a));

(b) in order for the Limited Lifetime Warranty to apply, the Warranted Sandvik Equipment must always be subject to, and within the scope of, a live Lifetime Services Contract (irrespective of the parties to the live Lifetime Services Contract);

(c) given Section 1.5(b), a live Lifetime Services Contract may (from time to time) be: (i) direct between Sandvik and a direct-sales customer; or (ii) between a Sandvik Distributor and a third-party customer; and

(d) where a Sandvik Distributor is the Purchaser, that Sandvik Distributor is responsible for, and shall ensure the performance of, the Purchaser's obligations under this Sandvik Limited Lifetime Warranty.

2. RELATIONSHIP TO THE SANDVIK STANDARD WARRANTY

2.1. This Sandvik Limited Lifetime Warranty:

(a) applies in addition to the Sandvik Standard Warranty; and

(b) shall be read together with the Sandvik Standard Warranty.

2.2. Except as expressly provided otherwise in this Sandvik Limited Lifetime Warranty, the:

(a) Section 6 - Warranty Claim Handling Process

(b) Section 7 - Warranty Exclusions (Section 7) (and Exhibit B (Excluded Events));

(c) Section 8 - Return Policy and Title;

(d) Section 9 - Sandvik's Obligations under Warranty; and

(e) Section 10 - Limitations,

in each case set out in the Sandvik Standard Warranty shall apply equally to: (i) this Sandvik Limited Lifetime Warranty; (ii) all Warranty Claims made under this Sandvik Limited Lifetime Warranty, as if set out in full.

3. PRODUCTIVITY ASSESSMENTS AND MACHINE ASSESSMENTS

3.1. Without limiting the Purchaser's obligation to ensure the completion of daily and weekly Purchaser Inspections, at the operating hour intervals and/or trigger event(s) described in Exhibit A, Sandvik (or its service partner and/or inspector) may, at Sandvik's option, attend the Equipment Location or remotely access and/or monitor the Warranted Sandvik Equipment for the purpose of:

(a) carrying out a Productivity Assessment and/or Machine Assessment (as the case may be); and

(b) preparing a Condition Report.

3.2. The Purchaser is solely responsible for requesting and booking a Productivity Assessment and/or Machine Assessment at the operating hour intervals or on the occurrence of the trigger events described in Exhibit A.

3.3. In cases where a Productivity Assessment and/or Machine Assessment is to occur:

(a) the Productivity Assessment and/or Machine Assessment shall be carried out as part of the Lifetime Services (subject to the Sandvik Terms and Conditions of Supply); and

(b) the Purchaser shall ensure that Sandvik (or its service partner and/or inspector) is given:

(i) safe access to the Equipment Location; and

(ii) reasonably requested cooperation in connection with the Productivity Assessment and/or Machine Assessment.

3.4. The Limited Lifetime Warranty (and Sandvik's obligations under the Limited Lifetime Warranty) is subject to the successful completion of:

(a) all Purchaser Inspections;

(b) each Productivity Assessment and Machine Assessment; and

(c) any remedial actions described in the Condition Report within fourteen (14) calendar days from (and including) the day on which the Purchaser receives the Condition Report (unless otherwise expressly agreed by an authorised representative of Sandvik in writing).

3.5. Sandvik's obligations under the Limited Lifetime Warranty with respect to:

(a) the Major Components identified as requiring remedial action; and

(b) any other Major Components affected by Defective Major Components,

shall be suspended unless and until completion of the required remedial actions to Sandvik's reasonable satisfaction.

3.6. If the Purchaser:

(a) fails to perform its obligations under Sections 3.2 to 3.5 (inclusive); or

(b) otherwise causes an unreasonable delay and/or frustration to the Productivity Assessment and/or Machine Assessment (whether or not the Productivity Assessment or Machine Assessment has or could be completed),

then the Sandvik Limited Lifetime Warranty shall be voided and will not apply to the affected Warranted Sandvik Equipment.

3.7. The Productivity Assessment and/or Machine Assessment and (except for the replacement of Major Components which are Defective and covered under this Sandvik Limited Lifetime Warranty) any resulting remedial actions required by Sandvik resulting from the Productivity Assessment and/or Machine Assessment shall be conducted at the Purchaser's cost and expense.

4. AUXILIARY AUDITS

4.1. All Sandvik Equipment sold under a Sandvik Reborn Package shall be subject to an Auxiliary Audit.

4.2. The Limited Lifetime Warranty (and Sandvik's obligations under the Limited Lifetime Warranty) is subject to the successful completion of:

(a) an Auxiliary Audit (where applicable); and

(b) any remedial actions reasonably required by Sandvik resulting from the Auxiliary Audit.

4.3. The Auxiliary Audit (and any resulting remedial actions required by Sandvik resulting from the Auxiliary Audit) shall be conducted at the Purchaser's cost and expense.

5. LIMITED LIFETIME WARRANTY COVERAGE

5.1. Subject at all times to:

(a) the existence of a live Contract for Lifetime Services;

(b) the Warranted Sandvik Equipment being, and remaining at all times (other than due to an act or omission of Sandvik in breach of the Contract or an event preventing or suspending connectivity beyond the Purchaser's reasonable control) during the Total Warranty Period, Connected Equipment (if, and to the extent, such Warranted Sandvik Equipment is capable of being Connected Equipment);

(c) the Purchaser's performance of its obligations under this Sandvik Limited Lifetime Warranty;

(d) completion of the Sandvik Warranty Registration Process (if applicable) and the Warranty Claim Handling Process described in the Sandvik Standard Warranty;

(e) the warranty exclusions specified in Section 7 (WARRANTY EXCLUSIONS) and the limitations described in Section 10 (LIMITATIONS), in each case, of the Sandvik Standard Warranty; and

(f) the Limited Lifetime Warranty Specific Conditions specified in Section 6 of this Sandvik Limited Lifetime Warranty,

if, within the Limited Lifetime Warranty Period, Sandvik receives written notice from the Purchaser of a Major Component that is or becomes Defective then, where Sandvik accepts the Warranty Claim in accordance with the Warranty Claim Handling Process, Sandvik shall (at Sandvik's option) either: (i) repair; or (ii) replace, such Defective Major Component in accordance with Section 9.3 of the Sandvik Standard Warranty (and, for this purpose, references in the Sandvik Standard Warranty to "*Defective Sandvik Goods*" shall be construed as references to the relevant Defective Major Component) (the "**Limited Lifetime Warranty**").

6. LIMITED LIFETIME WARRANTY SPECIFIC CONDITIONS

6.1. To ensure quality, performance, and overall product safety, the Limited Lifetime Warranty (and Sandvik's obligations under it) shall only apply if, with respect to the Warranted Sandvik Equipment:

(a) Sandvik Spare Parts and Sandvik Consumables are used at all times during the Total Warranty Period;

(b) orders for Sandvik Spare Parts and Sandvik Consumables are placed promptly and without delay to ensure that all necessary Sandvik Spare Parts and Sandvik Consumables are available at the Equipment Location when needed;

(c) the Purchaser ensures that operation and all scheduled and required maintenance of the Sandvik Equipment is performed as specified in the applicable Manual ("**Purchaser Inspections**");

(d) the Purchaser, promptly upon Sandvik's request, provides the maintenance reports evidencing completion of the Purchaser Inspections;

(e) the Purchaser fully performs its obligations under Section 3 of this Sandvik Limited Lifetime Warranty;

(f) the Purchaser ensures that Sandvik is given reasonable advance notice of the applicable equipment usage plan in order to enable Sandvik to schedule Productivity Assessments and Machine Assessments;

(g) with respect to the completion of the mandatory Productivity Assessments and Machine Assessments:

(i) the Purchaser ensures that the number of Productivity Assessments and Machine Assessments required by this Sandvik Limited Lifetime Warranty and/or agreed in the Contract (including in the relevant Quotation) are completed during the Total Warranty Period and at the intervals required in the Sandvik Standard Warranty and this Sandvik Limited Lifetime Warranty; and

(ii) the Purchaser, at all times, uses Sandvik or its approved service partners and/or inspectors to: (A) perform the Productivity Assessments and/or Machine Assessments; (B) provide technical assistance; and perform necessary remedial actions required by the Condition Report;

(h) the Warranted Sandvik Equipment is available to Sandvik at reasonable times during normal working hours and days for the required Productivity Assessments and/or Machine Assessments; and

(i) the Purchaser ensures that Sandvik is provided with, at its cost and expense, a suitable location for Sandvik to complete Productivity Assessments and/or Machine Assessments (including ensuring that Sandvik's representatives are provided with:

(i) a safe working space around the Sandvik Equipment;

(ii) lifting and welding equipment (including the labour to operate);

(iii) a storage area for required Sandvik Spare Parts and Sandvik Consumables;

(iv) water;

(v) compressed air and gas;

(vi) electricity; and

(vii) adequate and appropriate lighting.

7. GENERAL

7.1. Sections 10 (LIMITATIONS) and 11 (GENERAL) of the Sandvik Standard Warranty apply *mutatis mutandis* (*i.e.*, with all necessary changes having been made) in this Sandvik Limited Lifetime Warranty.

7.2. **Interpretation**: Any list, word, or phrase following the words **including**, **include**, **in particular**, **for example**, or any such similar

expression shall be construed as having the phrase **without limitation** following them.

GLOSSARY

In this **Sandvik Limited Lifetime Warranty**:

Word/Phrase	Meaning
Auxiliary Audit	an inspection under a Sandvik Reborn Package carried out by or on behalf of Sandvik to determine the condition and status of the relevant auxiliaries and any remedial action necessary before the Sandvik Limited Lifetime Warranty will apply.
Condition Report	a report specifying any remedial action necessary to the Warranted Sandvik Equipment for the Sandvik Limited Lifetime Warranty to continue following a Productivity Assessment and/or Machine Inspection (as the case may be) including any remote monitoring reports.
Connected Equipment	Sandvik Equipment which has remote monitoring hardware or software installed and is connected (to Sandvik's remote monitoring digital services) and activated by Sandvik.
Equipment Location	the site and/or location where the Warranted Sandvik Equipment is located.
Limited Lifetime Care	the Sandvik service known as "*Limited Lifetime Care*" as purchased and described in the Contract.
Limited Lifetime Plus	the Sandvik service known as "*Limited Lifetime Plus*" as purchased and described in the Contract.
Limited Lifetime Services	as applicable and purchased in a Contract: (a) Limited Lifetime Care; or (b) Limited Lifetime Plus.
Lifetime Services Contract	a Contract for Lifetime Services covering the Warranted Sandvik Equipment.
Limited Lifetime Warranty	has the meaning given in Section 5.1.
Limited Lifetime Warranty Period	the period during which Lifetime Services are provided by Sandvik.
Machine Assessment	a periodic inspection of the relevant Sandvik Equipment to determine the condition and status of the Warranted Sandvik Equipment (as against the original OEM specification) and any remedial action necessary for the Sandvik Limited Lifetime Warranty to continue.

Major Component(s)	means: 1. CH/CS series crushers*; 2. CJ series crushers** 3. CV series crushers, CI series crushers; and 4. CG series crushers*, each as described in Part 2 (Major Components) of Exhibit A of the Sandvik Standard Warranty. * ASRi or ACS automation is mandatory for CH/CS series crusher ** Automatic bearing lubrication mandatory
Manual(s)	the operator and maintenance manuals applicable to the Warranted Sandvik Equipment describing, amongst other matters, the daily and weekly inspection routines.
Productivity Assessment	a periodic inspection of the Warranted Sandvik Equipment carried out by or on behalf of Sandvik during the Total Warranty Period to determine the condition and status of the relevant Warranted Sandvik Equipment and any remedial action necessary as a condition for the continuation of the Sandvik Limited Lifetime Warranty. For the avoidance of doubt, a Productivity Assessment does not guarantee the output of Warranted Sandvik Equipment (*e.g.*, tonnage expectancy).
Purchaser	has the meaning given in Section 1.1.
Purchaser Inspection(s)	has the meaning given in Section 6.1(c).
Quotation	the quotation document (forming part of the Contract) to which this Limited Lifetime Warranty has been attached.
Sandvik	the Sandvik entity specified in the Contract.
Sandvik Distributor(s)	a Sandvik-authorised third party re-seller of Warranted Sandvik Equipment.
Sandvik Limited Lifetime Warranty	this document.
Sandvik Reborn Package	has the meaning given in the *Sandvik Reborn* Quote.
Sandvik Standard Warranty	the warranty document titled "*Sandvik Standard Warranty*" referred to in the Contract.

Sandvik Terms and Conditions of Supply	Sandvik's general terms and conditions for the supply of services (including the Lifetime Services) as described in the Contract or otherwise provided by Sandvik to the Purchaser at the time of the applicable Productivity Assessment and/or Machine Inspection.
Standard Warranty Period	the relevant initial warranty period specified in the Sandvik Standard Warranty.
Total Warranty Period	the Standard Warranty Period and the Limited Lifetime Warranty Period.
Warranted Sandvik Equipment	the Major Components of the "*Equipment*" (as specified in Section 1 of the Quotation).

EXHIBIT A

PRODUCTIVITY ASSESSMENTS AND MACHINE ASSESSMENT

The frequency of Productivity Assessments and/or Machine Assessments described in this Exhibit A may be increased (but not decreased) in the Quotation.

STATIONARY			
Operating Hours			
Productivity Assessment		**Machine Assessment**	
Cone and Gyratory crushers, CH/CS/CG	Every 3,000 loaded machine hours	Cone and Gyratory crushers, CH/CS/CG	Every 40,000 loaded machine hours
CJ	Every 3,000 loaded machine hours	CJ	Every 40,000 loaded machine hours
CI/CV	Every 3,000 loaded machine hours	CI/CV	Every 20,000 loaded machine hours
and, in any event, once in each successive period of twelve (12) months during the Contract for Lifetime Services.		Trigger Events: 1. Where the Purchaser requests a Limited Lifetime Warranty in respect of Sandvik Equipment outside of the Standard Warranty Period. 2. Where the legal title (i.e., legal ownership) of the Warranted Sandvik Equipment changes.	

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