

### Hycon Pty Ltd trading as Hycon Hydraulic Systems ("Hycon") SERVICE EXCHANGE EQUIPMENT ("Unit") TERMS & CONDITIONS (In addition to Hycon Pty Ltd Standard Terms of Trade as issued)

# 1) Warranty on Unit:-

- a) Up to 4,000 hrs full warranty
- b) Between 4,000-8,000 hrs pro-rata warranty
- c) Over 8,000 hours no warranty provided
- d) Failed Unit must be returned to Hycon site for assessment
- e) Core of Unit (**Core**) must be returned unopened, unmodified and intact
- f) Warranty at discretion of Hycon subject to determining cause of failure following assessment. Hycon to provide detailed warranty report

# 2) Core charges:-

- a) Customer to advise expected Core change out date at time of purchase of Unit
- b) Core must be returned to Hycon site within 8 weeks of supply of the Service Exchange Unit (Core Charge)
- c) Cores must be returned unopened, intact and inside metal transport box or frame (if supplied)
- d) Cores must fulfil minimum Core condition requirement (See *Core condition* – Item 3) or Core Charge invoice will be applied

## 3) Core condition:-

- a) Hycon will assess returned Core components and may apply additional charges if component parts are damaged, broken or missing i.e. Unable to be reused.
- b) Core <u>must</u> consist of genuine Kawasaki or Rexroth components
- c) Core component parts & metal transport box or frame (if supplied) subject to inspection & adequacy for re-use include:
  - i) Housings (pump/motor bodies)
  - ii) Port Blocks
  - iii) Flanges
  - iv) Couplings
  - v) Cut-Offs
- d) Core charge rate is available upon request

- 4) Shipping and transport related requirements:
  - a) Unit will be made available for collection at Hycon site
  - b) Customer is responsible for arranging the carriage and payment of <u>all</u> associated costs including (but not limited to):
    - i) International & domestic freight, shipping or transportation
    - ii) Customs charges
    - iii) Import tariffs or export clearances
    - iv) Shipping Insurance

# 5) Return Of Goods:-

- a) The Customer may, with Hycon's prior consent, return Unit to Hycon for credit within 30 days from the date of delivery
- b) Unit must be unused and in original packaging
- c) Unit will not be accepted for return by Hycon after 30 days from the date of collection
- d) The Customer shall bear the freight & any applicable related costs for returning Unit to Hycon
- e) The Customer shall be charged a **10%** restocking fee for each returned Unit

## 6) Core Charge invoice conditions:-

- a) Core charge will be invoiced if Core is not returned to Hycon within 8 weeks of supply of the Unit. If the Core is subsequently returned, Core must meet Core condition criteria (See Core condition – Item 3)
- b) Core charge will be refunded (In full or part) based on the following:-
  - i) Core returned between 8 26 weeks of supply of the Unit - Refund at Hycon discretion to a maximum of 75% Core deposit refund
  - ii) Core returned between 26 52 weeks of supply of the Unit - Refund at Hycon discretion to a maximum of 50% Core deposit refund
  - iii) Core returned after 52 weeks of supply of the Unit - Refund at Hycon discretion to a maximum of 25% Core deposit refund