

Davcron Engineering Pty Ltd provides warranty to the original purchaser that the new Concrete Transit Mixer manufactured will be free from defects in material and workmanship under normal use and service as set out below.

1.1 Warranty and Relevant Period of Cover

All warranty is subject from the date of delivery of the unit to the original purchaser.

PLEASE NOTE: If no 50 hour service is carried out on the Concrete Transit Mixer, warranty may be VOID. All trucks must have proof that further servicing every 500 hours is completed by a licensed Motor Vehicle Repair workshop.

Warranty Period

Davcron Engineering Pty Ltd Transit Mixer Manufactured Components and Barrel - 12 months

1.2 Individual Components Warranty Period

Quality and workmanship – 12 months

Coolers – 12 months

Hydraulic Hoses and Fittings – 3 months

Water Meter – 6 months

Pause Valves – 6 months

Water Guns – 6 months

Chute Cylinders – 12 months

ZF 3301, 4300 – 24 months

All other items – 6 months

Trunnion Rollers – 12 months

Danfoss Pump and Motor – 24 months

Transmittal Gearbox – 24 months

Slump Gauge – 6 months

Manual Chute Jacks – 12 months

Drive Shafts – 12 months

Actuators – 6 months

Remote Control – 12 months

If upon inspection on arrival/or onsite at Davcron Engineering Pty Ltd or their designated representative deems that the alleged defective part is defective in workmanship, the part will be repaired or replaced at no charge to the original purchaser. Should the part be damaged, opened, attempted to be repaired by a third party all warranty is void.

1.2.1 Running of Agitator in Transit and Recommended Capacity

While the concrete truck mixer is moving, the agitator must be in TRANSIT mode at all times. Failure to have a direct drive agitator in TRANSIT mode can result in the overheating of the pump/motor, the overheating of the oil and possible damage to componentry. This could cause a failure to mix or discharge, leaving you with a full barrel of concrete.

The recommended carrying capacity of any 30Mpa mix or below is 40% of the barrel's capacity.

1.3 Warranty Repairs

All warranty repairs are to be carried out at Davcron Engineering workshops, either in Auburn or West Gosford, or by a certified agent should that be deemed required by Davcron Engineering Pty Ltd at their discretion and subject to Davcron Engineering's suppliers Terms and Conditions. **PLEASE NOTE:** Warranty does not include and cover charges for travel, down time or loss of income OR CONSEQUENTIAL DAMAGES

1.4 Warranty Conditions

1.4.1 All labour costs, other than those relating to employees and agents of Davcron Engineering Pty Ltd, in replacement of defective parts and costs relating to the transportation of such parts are the responsibility of the purchaser.

1.4.2 In the case where personnel other than Davcron Engineering Pty Ltd or their designated agent mount or incorporate Davcron Truck Mixer on a chassis, or another device that does not support or allow the mixer to be operated normally and effectively, Davcron Engineering Pty Ltd bears no or will take any responsibility for the effective operation of the mixer and any resultant warranty claims relating to the third parties mounting work.

1.4.3 Warranty does not extend to rectification of paint work damage due to the operating conditions, industrial fallout and/or abuse.

1.4.4 This warranty covering the Concrete Transit Mixer does not apply or extend to mixer components or accessory equipment such as (but not limited to), batteries, engines, transmissions, hydraulics etc. which are not manufactured by Davcron Engineering Pty Ltd. These components and accessories are covered by the warranty (if applicable) by their respective manufacturers as set out Clause 1.2

1.4.5 If any part of the Concrete Transit Mixer, except those parts listed in Clause 1.2, are claimed to be defective during first 12 month period by the original purchaser, they shall immediately notify Davcron Engineering Pty Ltd with the particulars of the alleged defect. Subsequent to notification Davcron Engineering Pty Ltd may determine if the defective part must be returned to one of their business locations, and the return of that part will be prepaid by the original purchaser. If upon inspection on arrival/or onsite Davcron Engineering Pty Ltd or their designated representative deems that the alleged

defective part is defective in material or workmanship, the part will be repaired or replaced at no charge to the original purchaser.

- 1.4.6** Davcron Engineering Pty Ltd reserves the right to make changes and improvements to the products without incurring any obligations whatsoever to install or make any changes and improvements to the products already supplied. This WARRANTY is expressly in lieu of all other warranties, expressed or implied, and NO RESPONSIBILITY or LIABILITY is assumed or accepted for consequential damages, losses or injuries, expenses, losses or delays due to any failure. The WARRANTY does not exclude any rights implied in favour of any customer by any applicable State, Federal or International legislation.
- 1.4.7** Warranty Work Scheduling, unless deemed urgent by Davcron due to safety, no warranty work will be conducted outside normal hours Monday – Friday 6.30am till 3pm at Davcron’s premises. Warranty work is to be scheduled only at the discretion and timing of Davcron.

1.5 Passing of Property

The customer of Davcron Engineering Pty Ltd agrees that the legal title to the ownership of the goods as defined in the quotation is retained by Davcron Engineering Pty Ltd and is only transferred to the customer upon payment of the relevant Tax Invoice as supplied by Davcron Engineering Pty Ltd. Where Davcron Engineering Pty Ltd has not been paid in full for the good supplied and they are delivered to the customer, the customer agrees to keep and store the goods in such a way that they are clearly the property of Davcron Engineering Pty Ltd and are able to be recognised as such.

The Customer and its legal assigns hereby irrevocably give Davcron Engineering Pty Ltd, it’s employees and agents leave and licence to enter on and into any premises occupied by the customer without notice to search for and remove any of the goods supplied, so long as monies are owing by the customer to Davcron Engineering Pty Ltd. The customer agrees that Davcron Engineering Pty Ltd shall not be liable to the customer, of any person or company, claiming through the customer for such action taken by Davcron Engineering Pty Ltd.

1.6 Damages

Davcron Engineering Pty Ltd will accept NO claim for consequential damages unless otherwise stated in writing. No claim for loss or damages will be paid for delay caused by strike, lockout, riot, civil commotion, act of God or other like power beyond the control of Davcron Engineering Pty Ltd.

1.7 Davcron Engineering Pty Ltd - Terms and Condition of Sale

- 1.7.1 Acceptance of Sale** – Acceptance must be in the form of Official Company Purchase Order No., in writing by letter or email confirming the quotation price and specifications as set out in the quotation.
- 1.7.2 Price** - Prices do not include delivery and or insurance unless otherwise specified.
- 1.7.3 Insurance** – Unless otherwise instructed by the customer, insurance cover of goods in transit will not be arranged. Davcron Engineering Pty Ltd will only accept instructions from the customer for insurance cover if received by Davcron Engineering Pty Ltd in writing from the customer at the time of order.
- 1.7.4 Terms of Payment** – Payment terms will be determined at the time of quotation by Davcron Engineering Pty Ltd to the customer. The stated terms will determine the delivery/release of goods to the customer.
- 1.7.5 GST** – All taxes, duties and commissions unless otherwise stated are will be added to the customers Tax Invoice. The TOTAL quoted price will be inclusive of GST and any such GST shall be paid by the customer at time of settlement of the Tax Invoice.
- 1.7.6 Default** – Should any term of credit be granted to the Customer, all monies owing by the customer to Davcron Engineering Pty Ltd shall immediately come due and payable as of the due date. Should the customer not pay by the due date, Davcron Engineering has the right as the seller to exercise their right as set out in Clause 1.5, if:
- The customer defaults on payment of any monies owed to Davcron Engineering Pty Ltd;
 - The customer ceases to carry on the business or threatens to do so;
 - The customer is in the opinion of Davcron Engineering Pty Ltd unable to pay its debts as and when they fall due;
 - The customer commits an act of bankruptcy;
 - A petition for winding up is presented;
 - An administrator or a receiver and/or manager is appointed in any of its assets or it enters into an arrangement with its creditors which may become a scheme of arrangement or composition of creditors under the Bankruptcy Act. And further, Davcron Engineering Pty Ltd reserves the right to cancel the contract without liability on its part and receive reasonable compensation for material purchased and ordered and labour expended.
- 1.7.8 Delivery** – Whilst Davcron Engineering Pty Ltd will use best endeavours to secure delivery by the date specified, **it DOES NOT GUARANTEE delivery on that date** and will not be liable for any costs or damages incurred by the customer for the late delivery.

1.8 Quote

- 1.8.1** Validity - 30 days from the date listed above. Should the date pass 30 days the job will need to be requested.
- 1.8.2** Acceptance - Should the client accept the quote with work to start within 30 days, and the client’s truck has arrived, the work will be given the first priority slot available.
- 1.8.3** Should the work be scheduled after the quote end period meaning that the truck is delayed, the client will be informed that prior to the truck’s new arrival date, the job will need to be requested, and the revised price accepted before any work commences.

- 1.8.4** Deposits - If a client is certain of the arrival date of their truck chassis or a date for work to be undertaken, they can make a deposit prior to the start of build. But should the start of the job fall outside of 60 days from the date of the quote due to any external delays, the deposit will carry forward, HOWEVER the job will be requoted to accommodate any potential price increase.
- 1.8.5** Scheduling a Forward Quoted Job - If a job is assigned a loose arrival date, the client is to be informed that we can pencil it into our schedule, however an exact start date is not guaranteed until a client's truck arrives on our premises.
- 1.8.6** If a client wants to add, change or customise their new build after acceptance of the initial quote, all changes will be chargeable at the normal rate.
- 1.8.7** If a new build slot is ALLOTTED that you have requested has passed with the non-arrival of your truck chassis, our future build ethos works on a "first in - best dressed" build time and delays may be expected.

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