



ABL Services, Inc. Dragline Rigging Performance Warranty

Warranty:

1. ABL warrants its dragline rigging products (less pins, bushings, and spreader bar center beams) against defect in material, workmanship, and failure for a period of six (6) months from the date of delivery. Bushings and pins are not warranted against wear; however, ABL pins are warranted against failure when worn up to 50% of the original diameter. ABL Smoothside dump blocks are warranted against defects in material and workmanship, bearing failure (sheave lock-up) and lubrication for a period of twelve (12) months from the date of delivery. ABL "Tuff-Link" chain is covered under this warranty for a period of (90) days from the date of delivery. This warranty is subject to typical mining conditions and normal wear. The warranty excludes any damage resulting from abuse, negligence, or misuse. Attaching an ABL rigging component in a manner that results in undue stress, wear or fatigue may promote premature failure and void the warranty. Additionally, ABL components that are utilized in an application where the stated dragline RSL is exceeded by more than 5% may promote premature failure and void the warranty. In the event of an approved warranty claim, the Buyer agrees to give ABL a reasonable opportunity to repair, modify, or replace the warranted items with the understanding that the cost of any repair, modification or replacement shall not exceed the purchase price paid by the buyer to ABL for the warranted products. ABL reserves the right to make the sole decision whether to repair or replace a warranted part.

Warranty Limitation:

2. In the event of a failure or warranty claim, ABL will not be liable for any additional or special, indirect, contingent or consequential damages (including any loss of profits), such as plant and equipment down time, labor costs, loss of opportunity or other expenses incurred through, or in any way attributable to the failure of a ABL product. Furthermore, ABL will not be responsible for any shipping costs related to the return and/or replacement of warranted items.

Warranty Claims:

3. Any defect detected during the warranty period must be immediately reported to ABL via writing/e-mail within a (48) hour period from the date of the discovery. The product must be withdrawn from service and returned to ABL within (30) days from report. The buyer must obtain a Return Goods Authorization number (RGA#) from ABL prior to sending any product to ABL for warranty consideration. The return item(s) must be shipped freight prepaid to ABL.



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Inspection Rights:

4. ABL reserves the right to carry out analysis and any other form of test, or inspection and this warranty shall be voided if the buyer fails to make available the product for any test or inspection in the event that ABL determines that any ABL product becomes the subject of a warranty claim.

Buyer Acknowledgement:

5. The Buyer acknowledges the ABL products have been manufactured to the Buyer's specification and ABL warrants the products are fit for the purpose set out in the Buyer's specifications. Any unauthorized modification or alteration to the product by the Buyer, its employees, contractors or agents is not covered by this warranty and ABL at its absolute discretion may elect in the event of any modification to treat the warranty as being null and void. Further, the Buyer agrees to visually inspect the product on a weekly basis to ensure the integrity and proper maintenance of its fitment and operational assembly.

Unauthorized Welding:

6. This warranty is rendered void in the case of any unauthorized welding, repairs, modification, alternative or inappropriate use of the products by the Buyer or its employees, contractors or agents during the warranty period which has not been the subject of prior approval by ABL.

Post-Warranty Repairs:

7. Repairs, rebuilds, and modifications performed after the conclusion of the warranty period should be performed by ABL in order to ensure repairs are carried out in strict accordance with ABL's OEM engineering and manufacturing standards. The Buyer acknowledges any failure to do so may jeopardize the integrity of the part and render it unfit for its designed purpose. Additionally, used ABL parts rebuilt or repaired by ABL typically qualify for a "same as new" warranty when returned to the customer.

Additional terms, conditions, exceptions may apply. Consult your ABL representative for more information.