

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.

- 1.1.1 50-Hour Service:** If no 50 hour service is carried out on the Concrete Transit Mixer, warranty is VOID. All trucks must have proof that further servicing every 500 hours is completed by a licensed Motor Vehicle Repair workshop to retain warranty.
- 1.1.2 Key Components:** Any tampering with key components of the agitator including but not limited to, the pump, motor, gear drive or hosing without express permission from the manufacturer (Davcron) will void the warranty on affected parts.
- 1.1.3 Mixer and Fan Functionality:** If the mixing barrel isn't in transit while the truck is moving, or if the cooler fan is non-operational, the warranty on the affected parts will also be void.
- 1.1.4 Disclaimer Regarding Barrel Load Capacity and Chassis Compliance:** Davcron Engineering does not warrant or guarantee that any agitator barrel supplied or installed will achieve a specific load capacity. This is due to inherent variations in Gross Vehicle Mass (GVM), Gross Combination Mass (GCM), and axle group load limits across different truck chassis makes and models, as governed by applicable state and federal laws, including but not limited to the Heavy Vehicle National Law (HVNL) and relevant National Heavy Vehicle Regulator (NHVR) guidelines; furthermore:
- (a) - In compliance with legal weight distribution requirements and engineering best practice, the placement of the agitator unit is determined for optimal performance and legal compliance under standard loading assumptions; However, due to variations in chassis dimensions, suspension types, and axle configurations, final payload capacity remains subject to the individual vehicle's compliance with axle load limits and manufacturer specifications;
- (b) - It is the **customer's responsibility** to obtain and provide all manufacturer-supplied weight distribution data, dimensional drawings, and compliance documentation required to ensure that the vehicle, once fitted with the mixer, complies with all applicable roadworthiness, mass limit, and axle group regulations;
- (c) - Davcron utilises **TruckScience™ Axle Weight Calculator** for modelling and placement of the mixer barrel using standardised weight assumptions. If the customer elects for Davcron to collect this information on their behalf, an additional service charge will apply. Customers should also be aware that if the specific truck model is not available in the TruckScience system, it may take **up to two (2) weeks** to have the required configuration uploaded and available for modelling purposes.
- (d) - The **customer is ultimately responsible** for ensuring that the completed vehicle complies with all NHVR, state-based registration, and mass and dimension requirements, including but not limited to Performance-Based Standards (PBS) where applicable.

1.2 Warranty Period

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

Individual Components Warranty Period

Quality and workmanship – 12 months	Trunnion Rollers – 12 months
Coolers – 6 months	Danfoss Pump and Motor – 12 months
Hydraulic Hoses and Fittings – 3 months	Transmittal Gearbox – 12 months
Water Meter – 6 months	Slump Gauge – 6 months
Pause Valves – 6 months	Manual Chute Jacks – 12 months
Water Guns – 6 months	Drive Shafts – 12 months
Chute Cylinders – 12 months	Actuators – 6 months
ZF 3301, 4300 – 12 months	Remote Control – 6 months
All other items – 6 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 TRANSIST 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 the barrel full of concrete. The recommended carrying capacity of a mix of 30Mpa or below is 40% of the total 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. 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:
- a) The customer defaults on payment of any monies owed to Davcron Engineering Pty Ltd;
 - b) The customer ceases to carry on the business or threatens to do so;
 - c) The customer is in the opinion of Davcron Engineering Pty Ltd unable to pay its debts as and when they fall due;
 - d) The customer commits an act of bankruptcy;
 - e) A petition for winding up is presented;
 - f) 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 scheduled 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 requoted.
- 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 next available slot.
- 1.8.3** Should the build/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/may need to be requoted, 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 build/work to be undertaken, they can make a deposit prior to the start. 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/may 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**. Should this entail backward steps in the work/build the hours and any additional parts will be charged to the purchaser/customer 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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