

## **MINE RADIO SYSTEMS INC. WARRANTY POLICY**

1. **WARRANTY:** New MINE RADIO SYSTEMS INC. equipment is warranted to be free from any defects in material, workmanship and programming for a period of twelve (12) months from the date specified on the warranty registration, or within 18 months after shipment, whichever occurs first.

All parts or equipment not manufactured by MINE RADIO SYSTEMS INC. ("Commercial Items") carry only the warranty given by the manufacturer thereof which warranty MINE RADIO SYSTEMS INC. will make available to the extent permissible by manufacturer to Customer without recourse to MINE RADIO SYSTEMS INC..

New MINE RADIO SYSTEMS INC. manufactured spare parts are warranted for a period of three (3) months from the date of delivery to the Customer.

Parts repaired by MINE RADIO SYSTEMS INC. are warranted for a period of thirty (30) days from the date of delivery to the Customer.

The warranty period will not be extended due to suspension of the use of the equipment because of repair, examination, or any other reasons.

2. **OBLIGATION UNDER THE WARRANTY:** MINE RADIO SYSTEMS INC.' sole obligation under the warranty is limited to repair or replace the defective parts of equipment, as stipulated hereinafter, at MINE RADIO SYSTEMS INC.' option :

- 2.1. The defective part is returned to MINE RADIO SYSTEMS INC. and exchanged at no cost. Transportation charges, both ways, will be at Customer's expense. Customer provides labour required to remove faulty parts and install replacement parts. At MINE RADIO SYSTEMS INC.' option, a repaired or rebuilt part will be delivered with the same warranty as a new one.

- 2.2. In certain cases, the Customer may be authorised to carry out the repair work at MINE RADIO SYSTEMS INC.' cost. MINE RADIO SYSTEMS INC. will not assume any expense or liability without MINE RADIO SYSTEMS INC.' written consent. In any case the cost shall not exceed the purchase price of the part.

MINE RADIO SYSTEMS INC. promises to take prompt and effective action to correct the failure in accordance with the foregoing.

3. **RESTRICTIONS:**

- 3.1. The warranty remains valid as long as :

- 3.1.1. Start up has been carried out or supervised by MINE RADIO SYSTEMS INC. or its authorised agent.

- 3.1.2. An official form of warranty registration has been completed and signed by the new owner of the equipment when the start-up is completed. This form will specify the exact date the equipment is operational.

- 3.1.3. The Purchaser or the Customer notifies MINE RADIO SYSTEMS INC. of any outstanding claim before the fifteenth (15) day after warranty has expired.

- 3.1.4. All repairs have been done in the manner prescribed by MINE RADIO SYSTEMS INC..

- 3.1.5. Damage is not due to deterioration or wear occasioned by chemicals, abrasion, corrosion; improper operation or maintenance; abnormal environmental conditions, or operation of the equipment above rated design capacities or in any other improper manner.

3.2. Limitation on liability

3.2.1. Unless otherwise expressly stipulated in writing, MINE RADIO SYSTEMS INC. shall not be responsible for performance of the equipment in terms of its contribution to the operations of the Purchaser.

3.2.2. In no event MINE RADIO SYSTEMS INC. shall be liable for any special, indirect, incidental, consequential or punitive damages of any character, including but not limited to, loss of use of productive facilities or equipment, lost profits, governmental fines or penalties, increased financing costs, property damages, personal injuries or loss of production, whether suffered by Purchaser or any third party, irrespective of whether claims or actions for such damages are based upon contract, warranty, negligence, strict liability or otherwise.

3.3. The warranty does not cover :

3.3.1. The cost of repair, modification or other work executed or ordered by the Purchaser, or administration and indirect costs.

3.3.2. Normal maintenance items or consumable items.

3.3.3. Any damage caused by replacement, repair or inspection of parts by the Purchaser.

3.3.4. Any claim of less than fifty dollars (50 CAD).

3.3.5. Any travelling expenses and subsistence cost of a technician or engineer.

3.3.6. Any cost related to the transportation of MINE RADIO SYSTEMS INC. parts or equipment.

MINE RADIO SYSTEMS INC. reserves the right to make changes or improvement to the products without notifying the prior purchasers. For all changes or improvements, MINE RADIO SYSTEMS INC. will not be obliged to add these changes or modifications, at his expense, to the equipment already sold.