



ATLAS TOOLING PTY LTD

ABN 16 075 926 840

TOOL AND DIE MAKERS

Designers & manufacturers of injection moulds & SPM, CNC, EDM Wire cutting

9 Capital Court, Braeside Vic. 3195, Phone: (03) 9587 2222, Fax: (03) 9587 5922

email - sales@atlastooling.com.au

STANDARD MOULD WARRANTY

Objectives:

- To provide written warranty documentation between Atlas Tooling Pvt Ltd and Mould Buyer/Moulder (referred to as the "Mould Buyer") with respect to inserts and components of a mould (the "Mould").
- To clearly define the responsibilities and accountabilities of Atlas Tooling Pvt Ltd and Mould Buyer.

Atlas Tooling Pvt Ltd Responsibilities:

- Provide the Mould design in accordance with Mould Buyer's written specifications.
- Provide a copy of the Mould Manual Handbook (Upon request from the Mould buyer).
- Build the Mould consistent with the final prints and model(s) using materials and components that are considered to be "premium" pursuant to standard industry practice.
- Conduct mechanical sampling of the Mould for Three hundred(300) cycles or as otherwise agreed upon in writing with Mould Buyer.
- Provide a tear down, inspection and cleaning of the Mould after the Mould is mechanically sampled.
- Identify wear components not covered by this Mould Warranty as described in **Schedule 1** hereto.

Mould Buyer Responsibilities:

- Review and approve in writing the Mould design received from Atlas Tooling Pvt Ltd.
- Perform periodic maintenance at Atlas Tooling Pvt Ltd to the Mould as described in **Schedule 1** hereto.
- Conduct maintenance not less than that required by a Mould Manual Handbook, including with respect to preventive maintenance, cleaning procedures, greasing, type of grease and replacement of worn alignment components.
- When submitting a warranty claim with respect resulting in repair liability for Atlas Tooling Pvt Ltd, submit all preventive maintenance documentation and photos to Atlas Tooling Pvt Ltd, including, without limitation: Preventive maintenance documentation that includes at least the following: (i) notation of wear or damage with accompanying photos; (ii) list of replaced components; and (iii) reasonably detailed comments from an in-house Maintenance Technician including with respect to date, cycle count and such technician's name.
- Promptly pay for technical assistance from Atlas Tooling Pvt Ltd as determined by Atlas Tooling Pvt Ltd.
- For each warranty claim made, submit to Atlas Tooling Pvt Ltd an executed copy of the final Purchase Order.
- Upon a warranty claim resulting in the exchange of an insert or a component portion of the Mould, return the original item promptly to Atlas Tooling Pvt Ltd at Mould Buyer's expense.

Limited Warranty: Atlas Tooling Pvt Ltd grants the following Limited Warranty with respect to the inserts and components of a Mould:

- This Mould Warranty covers Moulds built to industry standards or customer specification.
- Atlas Tooling Pvt Ltd warrants the inserts and components of the Mould against failures that can be directly attributed to defects in material or workmanship while following design practices generally known and accepted in this industry, for the period or number of cycles set forth in **Schedule 1** attached hereto. Pursuant to this Mould Warranty, Atlas Tooling Pvt Ltd will take commercially reasonable action to repair the inserts and components of the Mould to its original design specification.
- Warranty period is (__) year/s or (__) cycles as specified in **Schedule 1** hereto (the "Warranty Period"), commencing upon the initial production release of the Mould.
- If Atlas Tooling Pvt Ltd receives, during the Warranty Period, written notice of a defect in any insert or component of a Mould manufactured by Atlas Tooling Pvt Ltd, then Atlas Tooling Pvt Ltd, or its authorized representative, shall either repair or replace the insert or component of the Mould, at Atlas Tooling Pvt Ltd's sole option. Any replacement provided by Atlas Tooling Pvt Ltd pursuant to this Mould Warranty may vary in design from the original item in question and will not necessarily include any original engraving or similar customization; provided, however, that a replacement will have functionality that is at least equal to what is being replaced.
- OTHER THAN THIS "LIMITED WARRANTY", THERE ARE NO REPRESENTATIONS OR WARRANTIES BEING MADE BY OR ON BEHALF OF ATLAS TOOLING PVT LTD IN CONNECTION WITH THIS MOULD WARRANTY. MOULD BUYER ACKNOWLEDGES AND AGREES THAT: (A) OTHER THAN THE LIMITED WARRANTY, ATLAS TOOLING PVT LTD MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY REGARDING THE CONDITION, MERCHANTABILITY, FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE OR USE, DESIGN,



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CAPABILITIES, QUALITY OR ANY OTHER CHARACTERISTIC OF THE MOULD OR ANY INSERT OR COMPONENT THEREOF; (B) MOULD BUYER IS PURCHASING MOULD "AS IS"; (C) ATLAS TOOLING PVT LTD'S TOTAL LIABILITY FOR DAMAGES ARISING IN CONNECTION WITH THIS MOULD WARRANTY SHALL NOT EXCEED THE SPECIFIC PAYMENT PAID BY MOULD BUYER TO ATLAS TOOLING PVT LTD, REGARDLESS OF WHETHER SUCH CLAIM ARISES UNDER CONTRACT, TORT, STATUTE OR OTHERWISE; (D) ATLAS TOOLING PVT LTD SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, REGARDLESS OF WHETHER ATLAS TOOLING PVT LTD HAS BEEN ADVISED OF THE POTENTIAL FOR SAME; AND (E) NO DEFECT, DAMAGE, LOSS, FAILURE, OR CHARACTERISTIC OF THE MOULD OR ANY INSERT OR COMPONENT THEREOF SHALL RELIEVE MOULD BUYER OF ANY OF ITS OBLIGATIONS UNDER ANY AGREEMENT WITH ATLAS TOOLING PVT LTD, INCLUDING ANY OBLIGATION TO MAKE ANY PAYMENT, WHICH OBLIGATIONS SHALL AT ALL TIMES SHALL REMAIN ABSOLUTE.

- In furtherance and not in limitation of the general exclusion language set forth above, the following is not covered by this Mould Warranty:
- Hot runner systems, heating elements and pre-engineered components used in the Mould not manufactured by Atlas Tooling Pvt Ltd.
- Standard components and/or items requiring periodic replacement like date stamps, alignment components, devices and ejection components.
- Components exposed to abrasive materials (like gate inserts, cavity inserts, etc.) that require periodic coating and/or refurbishment.
- Any other problems, including those arising as a result of:
 - a) Damage caused by closing on moulded parts or runners unless such damage is a result of a construction or quality defect of the Mould.
 - b) Damage to cross parting line components caused by unequal thermal expansion that occurs when temperature settings differ by 10°C or higher.
 - c) Improper or lack of Mould maintenance or preventive maintenance.
 - d) Modification of the original design without review and prior written approval of Atlas Tooling Pvt Ltd.
 - e) Improper moulding machine maintenance or preventive maintenance and platen parallelism integrity.
 - f) Components or materials not provided or supplied by Atlas Tooling Pvt Ltd.
 - g) Operation outside the Mould's intended operation or cycle time specification if a targeted cycle time is provided by Atlas Tooling Pvt Ltd.
 - h) Unauthorized modification, opening force, or misuse of the Mould during operation.
 - i) Improper moulding machine set up, incorrect mould sequencing and improper Mould assembly.
 - j) Damage due to acts of *force majeure* or accident.

Shipping and Handling:

- All freight, shipping and handling charges to and from Atlas Tooling Pvt Ltd shall be initially paid by Mould Buyer. If determined to be a warranty repair, Atlas Tooling Pvt Ltd will reimburse such charges to Mould Buyer.



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SCHEDULE 1 TO MOULD WARRANTY

Atlas Tooling Pvt Ltd, 9 Capital court, Braeside, VIC 3195

Mould Buyer: name and address

Purchase Order Number:

Description of Mould:

Mould Warranty Period: 3 Year/s or 200,000 Cycles

Mould Preventive Maintenance Schedule:

1. Once the Mould is released for production, the first preventive maintenance will be performed at 1,000 cycles.
2. The second preventive maintenance shall be performed at 10,000 cycles.
3. The subsequent preventive maintenance intervals shall be reasonably based on the results of the previous two preventive maintenance reviews, though with increments of not more than 20,000 cycles.

Wear components not covered by this Mould Warranty:

- 1.
- 2.