

## **ANNEXURE B**

### **UTEX PARTS PROGRAM**

- (a) **Seller's UTEX parts program allows Buyer to purchase a variety of Progress Rail-remanufactured components to maintain Buyer's equipment. UTEX components are readily available and incorporate the latest OEM innovations, wherever possible.**
- (b) If Seller does not appear to offer the UTEX component required, Buyer should contact Seller's Parts Sales Manager to inquire if that part may be remanufactured. Seller reserves the right to initiate and terminate any UTEX product offering at its sole discretion.
- (c) Repair and return service ("**Repair and Return**") is generally available for engines, cases and pans, and parts for which no UTEX service is offered. If a UTEX material is offered, Repair and Return will not be available. Notwithstanding the foregoing, Seller reserves the right to convert a UTEX part number to a Repair and Return. In such cases, Seller will notify Buyer of the Repair and Return price prior to repairing the core. Assuming that Buyer accepted the Repair and Return price quoted, Seller will proceed to repair the core. If, during Seller's diagnosis of the core, Seller determines that a core cannot be remanufactured, Seller will notify Buyer and a diagnostic fee shall be assessed. Buyer shall issue a purchase order to Seller for such diagnostic fee, and Buyer will pay such fee.
- (d) For delivery and price, please contact Seller's Buyer Service Department, or your Parts Sales Representative @ [PartSales\\_CustomerService@PROGRESSRAIL.com](mailto:PartSales_CustomerService@PROGRESSRAIL.com)

### **CORE RETURN REQUIREMENTS**

- (a) **Core Return Requirement**
- (i) The price for any UTEX part does not include any charges relating to the core (failed unit) for which Buyer is purchasing a UTEX part, and the price of the UTEX part is conditioned on Buyer returning an acceptable core to Seller, as described below. At Buyer's sole cost and expense, Buyer must return the core to Seller to the location specified in the Material Return Instructions [as described in Section (c) below] within sixty (60) days of Seller's shipment of the UTEX part to Buyer, provided however, if the core is located in Alaska or Mexico, the period wherein the return of core is required will be 120 days.
- (ii) If Buyer fails to return an acceptable core within the applicable return period described above, Seller shall invoice Buyer, and Buyer agrees to pay, upon receipt, an invoice for a non-return penalty charge to replace the core. Buyer agrees to provide either a new purchase order or amend an existing purchase order that authorizes payment for the non-returned core.
- (b) **Core Acceptability**
- (i) **Acceptable Cores** - Any cores returned must be acceptable to Seller, as solely determined by Seller. An acceptable core is a repairable, like assembly or one that can be converted to the type of part ordered without undue expense to Seller and passes visual inspection and that otherwise meets the conditions set forth in Seller's core return instructions as described herein.

(ii) Unacceptable Cores - In the event that Buyer returns an unacceptable core, Seller will notify Buyer of such unacceptability and Buyer has five (5) days to resolve the discrepancy. At Seller's option: (1) ask that Buyer to return the acceptable core; or (2) modify and upgrade the unacceptable core to make it acceptable. If Seller elects to perform (2), Seller will invoice Buyer a fee to upgrade the unacceptable core. Buyer will pay such invoice upon receipt. Buyer is responsible for all associated return shipping expenses of the unacceptable core. If Buyer elects not to have the unacceptable core returned, Seller reserves the right to determine how to process the unacceptable cores. If the discrepancy is not resolved, at Seller's option (1) the received core will be scrapped and Buyer will be charged a non-return penalty, provided however, if there is value to the unacceptable core (as determined by Seller), such value will be offset against the invoiced amount charged to the Buyer; or (2) core will be returned to the Buyer at Buyer's sole cost and expense.

(iii) Incomplete Cores - If any cores require additional work and/or materials to become a "complete core" (i.e. acceptable, in-kind) Seller reserves the right to treat such core as a Repair and Return. Seller may determine the price for such work and invoice Buyer accordingly. Buyer shall issue a new Order or amend an existing Order to account for such additional price.

(iv) Cores Not Remanufacturable - If a core cannot be remanufactured, an inspection/diagnostic fee may be charged to Buyer, and Buyer agrees to pay such inspection/diagnostic fee. In addition, Seller will advise Buyer and provide Buyer five (5) days to provide instructions to Seller to dispose of the core or return the core to Buyer, at Buyer's sole cost and expense. If Buyer fails to provide instructions within such period, Buyer will be deemed to have abandoned the core, and Buyer shall be deemed to have transferred title and possession of such core to Seller for Seller's disposal or otherwise. A core remains due from the Buyer if available, and if not available, Buyer will pay Seller an applicable penalty charge. Buyer is responsible for shipment of any replacement cores and the return shipment of cores that are not remanufacturable.

(v) No Available Core to Return - If Buyer does not have a core to return, Buyer must contact Seller's Sales Manager and Buyer Service Representative to initiate necessary steps pursuant to Seller's procedures. If an item appears on Buyer's core return report but such item has already been returned, Buyer must provide proof of delivery, including a bill of lading, packing slip and copy of Seller's return tag.

(c) Core Return Instructions

(i) When returning a core, Buyer must refer to the instructions.

(ii) Buyer must use the packaging Seller provides when returning the core. Using other packaging not provided by Seller may result in physical injury to persons handling the product(s) as well as irreparable damage to the product. As Seller deems appropriate, Seller reserves the right to invoice Buyer for if Buyer opts not to use Seller's approved, fully-recyclable packaging materials as it deems necessary.

(iii) Cores must be returned to Seller in accordance with Section (c)(i). Buyer is solely liable for any costs associated with Buyer's shipment of the core to an incorrect address.

(d) UTEX / Repair and Return Warranty

UTEX / Repair and Return parts are covered under Seller's standard warranty policy (applicable to UTEX parts) in **ANNEXURE A**.

# MATERIAL RETURN ADDRESS

Effective 1<sup>st</sup> May 2020, unless otherwise agreed in a Seller order confirmation, all cores will be required to be sent to the addresses below:

NSW / QLD / VIC	WA / SA
<b>STANDARD CORE RETURN LOCATION</b> (Less Exceptions)	<b>STANDARD CORE RETURN LOCATION</b> (Less Exceptions)
Progress Rail Australia Pty Ltd 13 Weedman Street Redbank, QLD, 4301	Progress Rail Australia Pty Ltd 857B Abernathy Road Forrestfield, WA, 6058

## EXCEPTION LIST

ENGINES	
NSW / QLD / VIC	WA / SA
Progress Rail Australia Pty Ltd 13 Weedman Street Redbank, QLD, 4301	Progress Rail Australia Pty Ltd 10 Irvine Drive Malaga, WA, 6090

MAIN GENERATORS/ALTERNATORS	
NSW / QLD / VIC	WA / SA
Progress Rail Australia Pty Ltd 460 Main Road Cardiff, NSW, 2285	Progress Rail Australia Pty Ltd 857B Abernathy Road Forrestfield, WA, 6058

SMALL ELECTRICAL ROTATING (BLOWERS/COOLING FANS & GRID BLOWERS)	
NSW / QLD / VIC	WA / SA
Progress Rail Australia Pty Ltd 857B Abernathy Road Forrestfield, WA, 6058	Progress Rail Australia Pty Ltd 857B Abernathy Road Forrestfield, WA, 6058

FREIGHT WHEEL SETS - WAGONS			
NSW / QLD / VIC		WA / SA	
NARROW GAUGE	STANDARD GAUGE	STANDARD GAUGE	NARROW GAUGE
Progress Rail Australia Pty Ltd 13 Weedman Street Redbank, QLD, 4301	Contact your customer service representative	Progress Rail Australia Pty Ltd Port Augusta Carlton Parade Port Augusta, SA, 5700	Contact your customer service representative

TRACTION MOTORS, COMBOS AND BOGIES			
NSW / QLD / VIC		WA / SA	
NARROW GAUGE	STANDARD GAUGE	STANDARD GAUGE	NARROW GAUGE
Progress Rail Australia Pty Ltd 13 Weedman Street Redbank, QLD, 4301	Contact your customer service representative	Progress Rail Australia Pty Ltd 857B Abernathy Road Forrestfield, WA, 6058	Progress Rail Australia Pty Ltd 857B Abernathy Road Forrestfield, WA, 6058

EXPANDED MINING: CAT AND KOMATSU MINING MOTORS			
QLD	NSW	WA / SA / VIC	
Progress Rail Australia Pty Ltd 13 Weedman Street Redbank, QLD, 4301	Progress Rail Australia Pty Ltd 460 Main Road Glendale NSW 2285	Progress Rail Australia Pty Ltd 857B Abernathy Road Forrestfield, WA, 6058	Progress Rail Australia Pty Ltd 857B Abernathy Road Forrestfield, WA, 6058

The following information is to accompany all core items:

- Customer name
- Purchase Order Number
- Part #
- Quantity Returned
- Customer contact, name and number
- Description of material
- Serial number (required for Engines, Alternators, Traction Motors only)

**Packaging Requirements**

All parts should be returned in the rebuilt packaging provided by the Seller

**Questions**

In event Buyer has any questions, please contact your designated customer service representative