

DELIVERY REPORT

TUTT BRYANT EQUIPMENT



CUSTOMER

Name: VAN MAL GROUP CONSTRUCTION PTY LTD

Address: 1/31 GOVERNOR MACQUARIE DRIVE
CHIPPING NORTON NSW 2170

A Member of the Tutt Bryant Group

MACHINE	ACCESSORIES	SERIAL NO.
Make: YANMAR		
Model: VIO55-6		
Serial No.: BJ461		
Engine No.: A4683		
Hours: 2		

1. MACHINE INSPECTION

Inspect unit for damage and check operation of unit as set out in Manufacturer's Delivery Inspection/Registration Report.

2. CUSTOMER INSTRUCTION

Customer Operator Name

Customer Supervisor Name NICO VAN MAL

Instruct operator in following using VIO55-6 Operators Manual

Part Number dated 04/08/2023 issued with machine.

- 2.1 Proper use of machine as set out in manual. ☒
- 2.2 Proper and safe operation of the machine as set out in manual. ☒
- 2.3 Preventative maintenance of the machine as set out in manual. ☒
- 2.4 Correct oils and lubricants as set out in manual. ☒
- 2.5 Use for which machine is designed. ☒

3. WARRANTY

Explain manufacturers Warranty and Warranty conditions and services applicable to this unit.

TUTT BRYANT EQUIPMENT REPRESENTATIVE CERTIFICATE

Before delivery of the machine I properly carried out the above Machine Inspection and Customer Instruction.

Name DALE SOTOR

Signature

Date 04/08/2023

CUSTOMER'S CERTIFICATE

I was present at the above Machine Inspection and am satisfied that it was properly carried out.

I acknowledge receipt of the machine in satisfactory condition.

I acknowledge receipt of the VIO55-6 Operators Manual, Part Number dated 04/08/2023 and the above Customer Instruction and declare that I fully understand the proper and safe operation of the machine as explained by your Company representative.

Operator Name NICO VAN MAL

Signature

Date 16/8/2023

Supervisor Name NICO VAN MAL

Signature

Date 04/08/2023

RISK MANAGEMENT REPORT

TYPE	Excavator - Small (0 - 9.9 Tonne)	Report Number	BTE 20230628-1008
MAKE	Yanmar	Date	28-Jul-2023
MODEL	VIO55-6B	Created By	Quynh Hong
SERIAL NUMBER	BJ461	Assessor	Andrew Fahey
ENGINE NUMBER	A4683	Assist. Assessor(s)	ANDREW FAHEY
		Owner	Tutt Bryant Equipment - NSW
		Customer	VAN MAL GROUP CONSTRUCTION
		Assessment Purpose	Sale
		State	NSW

PURCHASER ACKNOWLEDGEMENT

I the undersigned acknowledge that I have read and understand the risk management report described above. I also acknowledge that I have received a copy of this risk management report. I also acknowledge that I am authorised to sign on behalf of the purchaser.

Name Nico Van MAL
 Company Name Van Mal Group
 Position Director
 Signature [Signature]
 Date 4/8/23

The manufacturer's operational & maintenance handbooks have been supplied,
 (circle one) YES NO (initial) [Initials]

Please transfer this assessment to my Plant Assessor membership as a (circle one) HIRE / PLANT IN USE assessment.

My Plant Assessor email is _____

**Yanmar Construction Equipment
Delivery Report**

Delivery Date	Day 4	Month 8	Year 2023	Hour Meter Reading 2
Machine Model	YANMAR VIO55-6			Engine SN# A4683
Machine Serial No	BJ461			ROPS Serial No

The Owner/Operator		
Name of Company	VAN MAL GROUP	Name of Dealer TUTT BRYANT
Name of Owner/Operator	NICO VAN MAL	Name of Reporter
Address	1/31 GOVERNOR MACQUARIE DRIVE, CHIPPING NORTON NSW 2170	

(Remark: Confirm Check Mark )

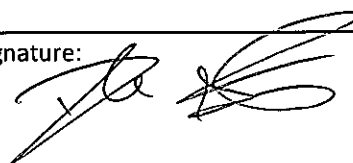
Handling and Operation	Inspection and Maintenance
1. Explanation of respective lever and meter	<input checked="" type="checkbox"/> Daily Ins and Main
2. How to start and stop machine	<input checked="" type="checkbox"/> 1. Fuel and Lubricant, let air out
3. How to drive changes gear and steer	<input checked="" type="checkbox"/> 2. Cooling water
4. Initial operation with light load	<input checked="" type="checkbox"/> 3. V-belt tension
5. Special attention at cold temperature	<input checked="" type="checkbox"/> 4. Loose and missing bolts and nuts
6. Special attention when loading and unloading machine	<input checked="" type="checkbox"/> 5. Oiling and Grease up
7. How to store machine	
Operation and Maintenance Manuals	Periodic Ins and Main
1. Importance of Manuals	<input checked="" type="checkbox"/> 1. Cleaning and replacing air cleaner
2. Contents of Manuals	<input checked="" type="checkbox"/> 2. Cleaning and replacing fuel filter
3. Storage Locations	<input checked="" type="checkbox"/> 3. Changing of cooling water
Result of Inspection	<input checked="" type="checkbox"/> 4. Inspection of battery
1. Leakage and shortage of water and oil	<input checked="" type="checkbox"/> 5. Changing of Lubricant
2. Adjustment was necessary or not	<input checked="" type="checkbox"/> 6. How to clean fuel tank
3. Parts were lacking or not	<input checked="" type="checkbox"/> 7. How to adjust parking brake
4. Appearance of machine was normal or not	<input checked="" type="checkbox"/> 8. How to adjust main clutch
Others	<input checked="" type="checkbox"/> 9. How to adjust steering brake
1. How to use tools and their identification	<input checked="" type="checkbox"/> 10. How to adjust track tension
2. Selection of fuels and lubricant	<input checked="" type="checkbox"/> 11. Inspection of any leakage
3. How to order parts	<input checked="" type="checkbox"/> 12. Re-tightening of critical bolts and nuts
4. How to take countermeasures when damage occurs	<input checked="" type="checkbox"/> 13. Whether there cracks or damages
5. Explanation of service system	
6. Explanation of WARRANTY	

Safety is the Operators Responsibility

Caution and Warning for Special Work	Safety Equipment
1. Lifting Operation	<input checked="" type="checkbox"/>
2. Usage of attachments	<input checked="" type="checkbox"/>
3. Travelling and working on slopes	<input checked="" type="checkbox"/>
4. Working on unstable grounds	<input checked="" type="checkbox"/>
5. Necessity of ROPS Canopy/Cabin	<input checked="" type="checkbox"/>

The above delivery report instructions have been completely given to the Owner/Operator by the dealer

Dealer Signature:



The above delivery report instructions have been fully understood by the Owner/Operator and the machine is in safe operating conditions

Owner/Operator Signature:



**STANDARD WARRANTY STATEMENT****YANMAR
EXCAVATORS
4 Years / 4,000 Hours
(Limited Yanmar Excavator Warranty – Australia)****THANK YOU FOR PURCHASING YOUR YANMAR EXCAVATOR**

Your new Yanmar "Excavator" (model & serial number listed below) is provided with:-
4 Years (48 months) or 4,000 Hours Standard FULL Warranty (whichever occurs first from original date of delivery) with the cost of parts & repair labor provided free of charge, subject to compliance with the terms and conditions herein and the inclusions / exclusions noted.

This limited warranty does include travel AND mileage costs to a maximum of 500 kilometers round trip from branch point of sale. Accommodation or other related expenses are not covered and may be charged to the customer.

EQUIPMENT COVERED UNDER THIS WARRANTY

- All Yanmar Excavator "VIO" & "SV" Models

COMPLETE COVERAGE WITH THE FOLLOWING EXCLUSIONS

- Excludes Yanmar "Carriers" and "Loaders". (see alternative statements).
- Damage including but not limited to transport and operational misuse.
- Batteries, Fuses as well as Electrical items damaged during operation.
- Excludes Non-OEM Attachments and Quickhitch (refer to QHitch & Attachment supplier Warranty)
- Normal Wear parts (Notes 1) and consumable parts (Notes 2).
- Refer to Appendix "B" for the general inclusions / exclusions to the extended warranty.

NOTES

- (1) Wear parts including but not limited to Bucket Teeth, Cutting edges, Wear Plates (G.E.T.), Track Idlers, Rubber Tracks, Track Chains/Pins & Sprockets.
- (2) Consumable parts including Coolant, Oils, A/C Gas, filters, belts, oil seals, O-rings, gaskets, bearings, bolts, nuts and washers.

MODEL: VIO55-6**SERIAL No: BJ461****SOLD TO: VAN MAL GROUP**

FULL COMPANY NAME / ENTITY

NICO VAN MAL**04/08/2023**

CUSTOMER'S SIGNATURE & PRINT NAME

DATE

I hereby agree and accept the terms and conditions stated herein (Pages 1 through 3).

**04/08/2023**

FOR & ON BEHALF OF TBE EQUIPMENT PTY LTD T/A TUTT BRYANT EQUIPMENT & PRINT NAME

DATE

This document to be completed and signed by the Customer at the time of sale / delivery.

Copies (all 3 pages) to be retained for both Sales and Service files and a further copy to be lodged with delivery report.

*** Original to Branch Sales File *** Copy to Customer

*** Copy to Branch machine file

*** Copy to Head Office Warranty Registration File

TERMS AND CONDITIONS

SUMMARY

Yanmar (OEM) and BT Equipment Pty Ltd T/A Tutt Bryant Equipment (The Company) obligations under this warranty is to either repair or replace parts and assembly groups which have been determined, upon inspection, to have been defective.

The OEM and The Company will not accept any claims for a reduction of the purchasing price or a replacement of the purchased object.

The OEM and The Company shall not be liable for subsequent damage such as downtime costs, compensation, transportation, rentals cost for replacement equipment or lost profit resulting from a breakdown during the warranty period.

In the case of warranty, an appropriate period of time must be granted by the customer/owner for the performance of the necessary work and the supply of repair parts.

Warranty performance requires evidence of proper maintenance according to the maintenance instructions.

Repairs during the warranty period, which were not performed by The Company or by personnel authorized by The Company may lead to the loss of some or all warranty claims.

Damage caused by accelerated wear and tear, including but not limited to the continuation of operation after the detection of a defect, improper handling and maintenance, use of unsuitable fuels and lubricants as well as the non-observance of the operating instructions, are not covered by this warranty.

DETAIL

1. (a) BT Equipment Pty Ltd Trading as Tutt Bryant Equipment (The Company) hereby warrants to the Customer subject to the terms and conditions hereinafter set forth, that the Components and Parts as described more fully overleaf (hereinafter collectively the "components" and individually the "component") when fitted to the new Yanmar Excavator will be free from defects in materials and workmanship.

(b) For the purposes of this Warranty, Customer/Owner means only the original purchaser of the Yanmar Excavator, details of which are given on Page 1 of this document. For this Warranty to be transferred from the Customer/Owner given on page 1 it is to be approved by Yanmar (OEM), the machine must be determined to be in satisfactory condition by the manufacturer Yanmar (OEM) following an inspection report performed by a BT Equipment Pty Ltd T/as Tutt Bryant Equipment (The Company) representative or its authorized representative. The inspection report & photos must be attached with the TBE Application for Transfer document for submission. The cost for performing this inspection is to be paid for by the new purchaser. This application for transfer on Yanmar Equipment for extended warranty will only be effected by written confirmation from Tutt Bryant Equipment (The Company) to the subsequent purchaser together with an amended Extended Warranty contract in the name of the requesting purchaser.

(c) As a condition of this standard warranty, The Company must be contracted to carry out the major periodic services (first 500 hours and every 1,000 hours OR 6 month interval, whichever the earlier) including oil sample analysis (TBA analysis) where applicable.

(d) Lubricant sample analysis (TBA analysis) for Engine, transmissions, hydraulics, Slew and Drive reductions shall be undertaken by The Company at the Customer's expense, until the expiration of this Warranty, using exclusively The Company's Oil Contamination Analysis Kit (TBA analysis). It is the Customer's responsibility to inform The Company when the oil samples are required OR have timely samples taken per "Appendix A". Sampling frequency is:

- Engine	- Every 500 hours (minimum)
- Slew & Travel/Reductions	- Every 500 hours (minimum) (Recommend 250 on high travel)
- Hydraulics	- Every 500 hours (minimum)

(e) Where a GPS tracking and data logging system is installed including "Yanmar Smart Assist-Remote", the customer must provide The Company with complete diagnostic and data access throughout the life of this warranty period. Denial of this provision/access may result in the denial of some warranty claims.

(f) Customer responsibilities under this warranty are set forth herein:

 - (1) Oils, filters and consumables will be to the Customer's account.
 - (2) All travel labor and mileage over 500 kilometers round trip as well as accommodation expenses incurred by The Company's service representative will be to the Customer's account.
 - (3) Freight charges for shipment of any parts required will be to the Customer's account.
 - (4) Delivery of the machine to and from The Company's premises will be to the Customer's account.

(g) Unless by prior agreement, all repairs / servicing will be carried out during normal business hours.

(h) Any repairs not carried out by The Company, its authorized dealer or appointed workshop will not be warranted, nor are any defects resulting from such unauthorized repairs.
2. (a) In the event that any Component/s are found to be defective in either materials or workmanship excluding fair wear and tear, at any time prior to termination of this Warranty as determined under Clause 3 hereof, The Company shall at its option either repair or replace the defective Component/s. Any Component/s replaced shall become the property of The OEM and The Company.

(b) Phenomena such as normal noise and vibration which do not affect the operation of the Yanmar Excavator are excluded from this Warranty.

(c) Any claim together with associated enquiries by the Customer under this Warranty must be directed to The Company in the first instance.

(d) Upon the occurrence of any fault or defect in the Yanmar Excavator or indication thereof via The Company oil analysis reporting, the Customer shall cease operating the machine to minimize damage, report the fault to The Company and not commence to operate the machine again without the prior consent of The Company.
3. (a) This Warranty shall terminate upon the expiration of the period of **4,000 hours OR 48 months Coverage** (outlined in Page 1 of this document) whichever occurs first from original date of delivery of the Yanmar Excavator to the Customer, as recorded on the Delivery Report.

(b) The Warranty for all replacement parts furnished pursuant to this Warranty shall terminate upon the expiration of the periods referred to in paragraph (a) of this clause 3.
4. Subject to any rights that the Customer may have under the Competition and Consumer ACT 2010, this Warranty is not assignable by the Customer.
5. The Company shall have no obligation under this Warranty as set forth herein:

(a) For damage, or malfunctions caused by misuse, negligence, accident or failure to maintain or use the Component/s on the Yanmar Excavator to which the Component/s are fitted, in accordance with the most current, applicable instructions (including the Operators/Maintenance Manual) issued by The Company and/or OEM.

(b) For any Component/s which are altered in any way without the approval of The Company including but not limited to the unauthorized fitting of attachments, which in the sole judgment of The Company adversely affect the performance or safety of any Component/s.

(c) To furnish normal maintenance or periodic services for any Component/s including but not limited to, providing lubricants, fuel, tune-ups, inspections or adjustments, any consumable parts when such parts are replaced as a part of normal maintenance or periodic services, oil sampling or sample bottles unless contracted to do so.

(d) Where the customer has not used (for whatever reason) The Company as its servicing provider for "IN WARRANTY" major services (first 500 hours and every 1,000 hours OR 6 MONTHLY service) and is unable to provide the major servicing report and lubricant sampling documentation history for the equipment or "Component/s".

(e) Where the use of non genuine parts could prejudice the rights of The Company to pursue its remedies against any other person including the manufacturer of the Yanmar Excavator.

(f) Where the Customer has not adhered to the requirements for periodic servicing and oil sampling under clause 1(c) hereof.

(g) Where the Customer fails to adhere to any recommendation from OEM or The Company resulting from periodic services, Service Bulletins or mandatory Campaign notifications.

(h) Where the Customer denies The Company reasonable access to the machine for the purpose of auditing machine maintenance including the taking of lubricant or fuel samples.

(i) For any Component/s, oils or filters damaged or required as a result of continued usage or contamination following notification of claimed defect or indication of defect via oil analysis report under clause 2(c) hereof.
6. To the extent permitted by law (see Clause 7):

(a) This Warranty is exclusive in lieu of all other express or implied Warranties, Conditions & Representations (including, without limitation, any statutory warranties and / or conditions) applicable to any Component/s, including without limitations, all express or implied warranties, conditions and representation of merchantability and fitness for any particular purpose.

(b) In no event shall the OEM or The Company be liable to the Customer or any other party for any form of damages, whether in the form or general incidental, special or consequential damages or otherwise (including without limitation, loss of profit or revenue, loss of use of any Component or Components, or any associated equipment, facilities or services, downtime costs, transportation, labour costs in connection with or arising out of the supply performance or use of the Component/s or any services performed in connection therewith). The sole and exclusive remedy of the Customer against The Company for loss or injury arising out of breach of this Warranty, shall be to require The Company to repair or, at The Company's option, to replace any Component/s or part thereof which The Company determines in its sole discretion, is, or has become, defective within the terms of this Warranty. The parts required for such repair or replacement will be provided without charge to the Customer by The Company at the place of business thereof and this Warranty shall not include any costs for transportation of any Component/s, machine, attachments and/or parts to such place of business nor field service travel expense to and from normal place of business.
7. Nothing herein shall limit those provisions of the Competition and Consumer ACT 2010 and other statutes, rules or regulations for the time being in force in Australia which imply certain conditions or warranties or obligations except to the extent that such conditions, warranties or obligations may be excluded, restricted or modified. The Company's obligations in respect to the Yanmar Excavator are limited to the repair or, at its option, replacement of any defective Component/s.

APPENDIX "A"
**TUTT BRYANT EQUIPMENT - YANMAR EXCAVATOR STANDARD
WARRANTY**
Minimum TBE Servicing & Lubrication "TBAAnalysis" sampling schedule
YANMAR "VIO" & "SV" EXCAVATORS

Major Periodic (TYPICAL) servicing & oil sampling Schedule for Yanmar Excavators using "TBAAnalysis".

Please refer to your applicable Operators / Maintenance Manual for precise compartment detail.

Hours	Engine	Swing Reduction	Travel	Hydraulic
500	✓	✓	✓	✓
1000	✓	✓	✓	✓
1500	✓	✓	✓	✓
2000	✓	✓	✓	✓
2500	✓	✓	✓	✓
3000	✓	✓	✓	✓
3500	✓	✓	✓	✓
4000	✓	✓	✓	✓

Note 1: The Company recommends customers to oil sample "Travel Reduction" compartments at 250 hour intervals where track travel is in excess of 15 percent of total operating hours.

Note 2: The Company recommends to the owner to oil sample the engine compartment at 250 hour intervals where the machine is operating in harsh/dusty conditions.

Note 3: Please refer to your Tutt Bryant Equipment Branch parts department for the correct part number bottle for your State location.

APPENDIX "B"
TUTT BRYANT EQUIPMENT - YANMAR Excavator
OPTIONAL EXTENDED STANDARD WARRANTY - Component Inclusion / Exclusion schedule
ENGINE

- | | | |
|--------------------------------|--------------------------------|-----------------------------------|
| ➤ Air intake hose | ➤ Fan & Fan Drive | ➤ Pulleys |
| ➤ Catalytic Converter | ➤ Fuel tank and fuel Lines | ➤ Radiator |
| ➤ Charge Air Cooler | ➤ Fuel transfer pump & gaskets | ➤ Sensors, solenoids & wiring |
| ➤ Cold Start Enrichment system | ➤ Oil filler tube | ➤ Harnesses used in these systems |
| ➤ Common Rail Fuel system | ➤ Oil lines | ➤ Thermostat cooling fan |
| ➤ Filter Mounts | | |

EMISSION CONTROLLED EXHAUST SYSTEMS
SCR with DEF and EGR EXHAUST SYSTEMS

- | | | |
|--|--|---|
| ➤ DEF System Supply and Circulation Control Module | ➤ SCR Converter | <i>beyond the manufacturers stated service life, accepted quality and or quantity are not supported as with extremes of temperature beyond those specified. Any consequential damage caused as a result from these types of failure are also not supported.</i> |
| ➤ DEF Heater Element | IMPORTANT NOTE: <i>The Selective Catalytic Reduction Unit is supported from any unforeseen defects in workmanship or materials from manufacture, or as a result of a direct failure of other supported components. Failures resulting from system components being used</i> | |
| ➤ DEF Injector | | |
| ➤ DEF Tank | | |
| ➤ EGR Valve | | |
| ➤ EGR Cooler | | |
| ➤ Sensors incorporated within the SCR/DEF System | | |
| ➤ Voltage Converter | | |

POWER TRANSMISSION

- | | |
|----------------------|------------------------|
| ➤ External Oil Lines | ➤ Travel Control Valve |
|----------------------|------------------------|

HYDRAULIC SYSTEMS (factory installed)

- | | |
|------------------------|-----------------------|
| ➤ Hydraulic Oil Cooler | ➤ Hydraulic Reservoir |
|------------------------|-----------------------|

ELECTRICAL SYSTEMS (factory installed)

- | | | |
|---|---------------------------------------|---|
| ➤ Alternator | ➤ Instrument ECU | ➤ Traction Control systems |
| ➤ CPU's controlling Hydraulics, engine & transmission | ➤ Electric Motors | ➤ Voltage regulator |
| ➤ Electronic Joysticks | ➤ Sensors | ➤ Wiring Harnesses (excluding failures resulting from Chafing, Pinched, Loose or Corroded Connections). |
| ➤ Gauges | ➤ Solenoids | |
| ➤ Indicators | ➤ Starter Motor and Solenoid switches | |

FACTORY INSTALLED HEAT & AIR CONDITIONING

- | | | |
|---------------|-------------------|--|
| ➤ Accumulator | ➤ Evaporator | ➤ Pulley |
| ➤ Clutch | ➤ Expansion valve | ➤ Seals & gaskets |
| ➤ Compressor | ➤ Heater Core | ➤ Temperature Control Programmers & Valves |
| ➤ Condenser | ➤ Hoses | |
| ➤ Dryer | | |

STRUCTURAL

- | | | |
|---|--------------------------------|---------------------|
| ➤ Backhoe/Excavator Booms
(Excludes all lubricated parts i.e. Pins, Bushes and lubricating hoses and fittings) | ➤ Backhoe/excavator dipper arm | ➤ Turntable bearing |
|---|--------------------------------|---------------------|

UNDERCARRIAGE TRACK DRIVE SYSTEMS (factory installed)

- | | | |
|---------------------|-------------------------|-----------------------|
| ➤ Drive Wheels | ➤ Tensioning Assembly | ➤ Undercarriage Seals |
| ➤ Roller Assemblies | ➤ Suspension Components | |
| ➤ Idler Assemblies | ➤ Mounting Components | |

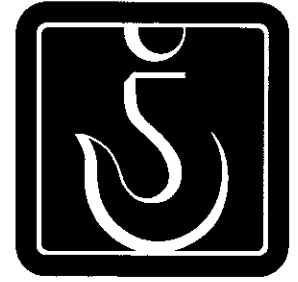
BRAKING SYSTEM

- | | |
|-------------------------|---|
| ➤ Brake seals & O-Rings | Braking System Exclusions: <i>Any component not listed above, including but not limited to: Internal parts are not covered if failure is due to wear and tear, External Tubes, Pipes and Fittings</i> |
|-------------------------|---|

PREMIER EXCLUSIONS: Any component not listed above, including but not limited to: Engine / Transmission Mounts, Hoses and Fittings (Except Hydraulic Hoses & Fittings), Filters, Belts, Pulleys, Lubricants, Antifreeze, Burnt and/or Pitted Valves, Breathers, Adjustments, Dry Clutches, Batteries, Electrical Components not listed above, Pipes and Gauges, Air & Water Hoses (Including Fittings), External Hydraulic Seals/O-rings & Bonded Washers, Hydraulic Quick Couplers, Oils, Filters, Hose Chaffing & Adjustments, Wiring Harnesses Exclusions (Rubbing, Chaffing, Loose or Corroded Connections) and Undercarriage Exclusions (Sprockets, Tracks, Pads, Nuts & Bolts, Chains or any Failure Due to Wear or Breakage Caused

TUTT BRYANT EQUIPMENT

A Member of the Tutt Bryant Group



KATO



**BRISBANE | SYDNEY | MELBOURNE
ADELAIDE | PERTH**

tuttbryantequipment.com.au

1300 658 888

**TUTT BRYANT
EQUIPMENT SALES**

