

# Installation Instructions

*The SafetySpear is to be used only once for its intended purpose*

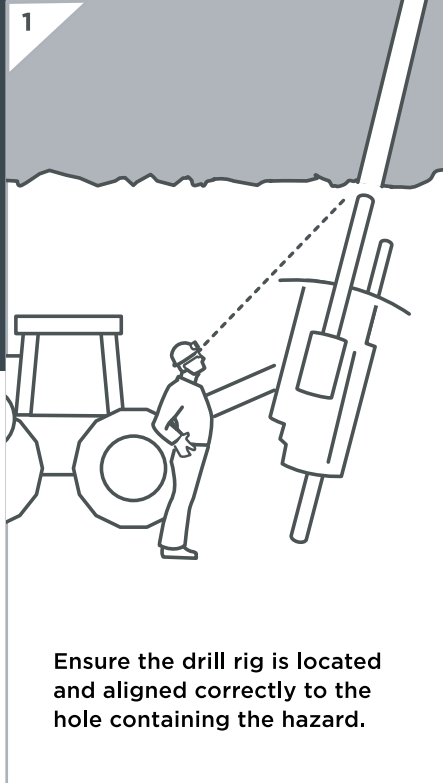
The SafetySpear must be:

- Installed by a competent operator
- Installed in the correct hole containing the hazard
- The correct size for the hole with the hazard.

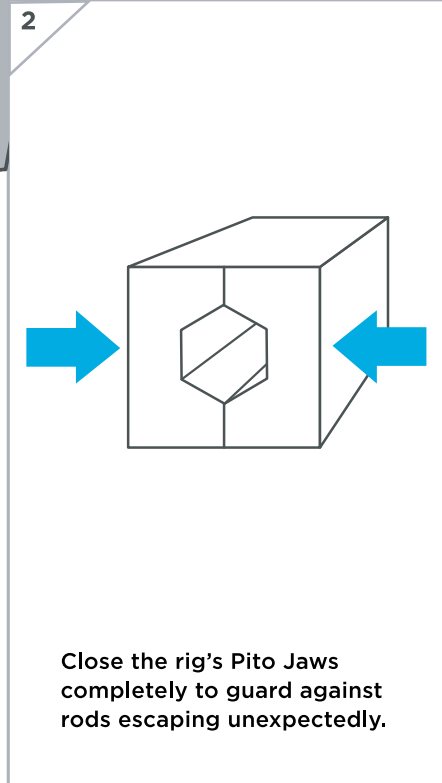
For example:

- 76mm (3") Orange colour for 76mm hole
- 89mm (3.5") Blue colour for 89mm hole
- Installed at least 1.5 metres into competent rock

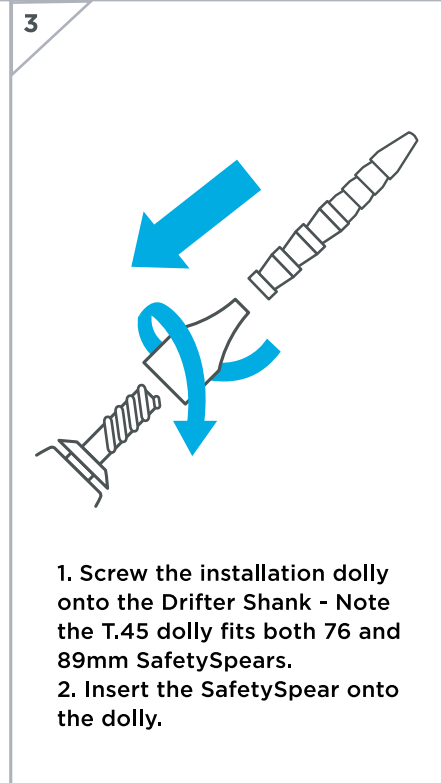
READ INSTRUCTIONS CAREFULLY  
BEFORE INSTALLING



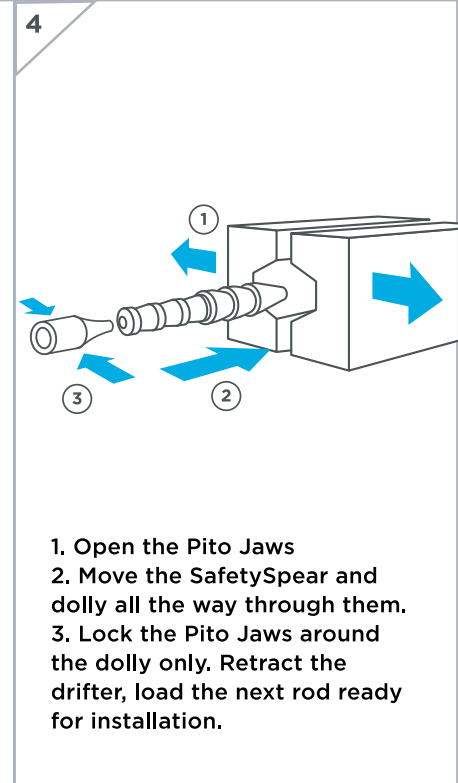
Ensure the drill rig is located and aligned correctly to the hole containing the hazard.



Close the rig's Pito Jaws completely to guard against rods escaping unexpectedly.



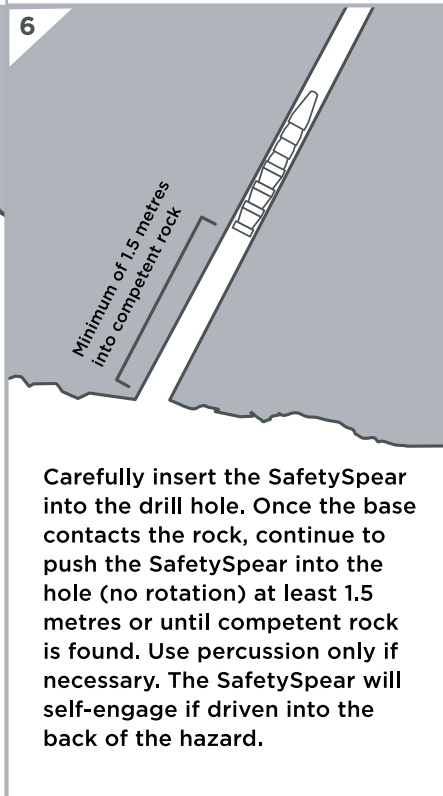
1. Screw the installation dolly onto the Drifter Shank - Note the T.45 dolly fits both 76 and 89mm SafetySpears.  
2. Insert the SafetySpear onto the dolly.



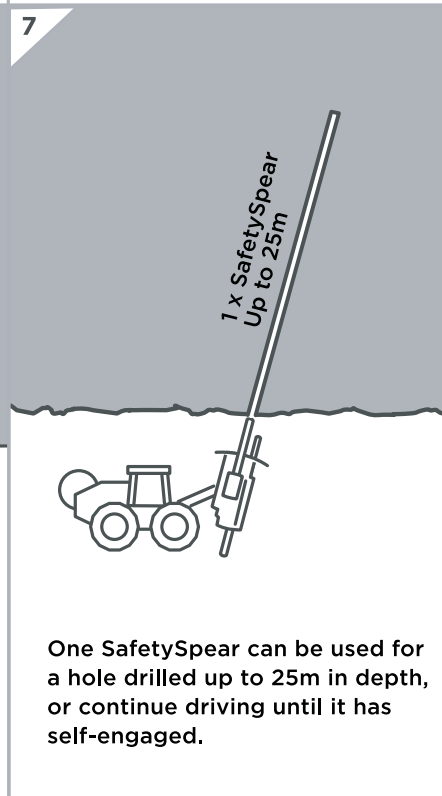
1. Open the Pito Jaws  
2. Move the SafetySpear and dolly all the way through them.  
3. Lock the Pito Jaws around the dolly only. Retract the drifter, load the next rod ready for installation.



Re-check the alignment to the hole to ensure the SafetySpear is directed into the drill hole undamaged.



Carefully insert the SafetySpear into the drill hole. Once the base contacts the rock, continue to push the SafetySpear into the hole (no rotation) at least 1.5 metres or until competent rock is found. Use percussion only if necessary. The SafetySpear will self-engage if driven into the back of the hazard.

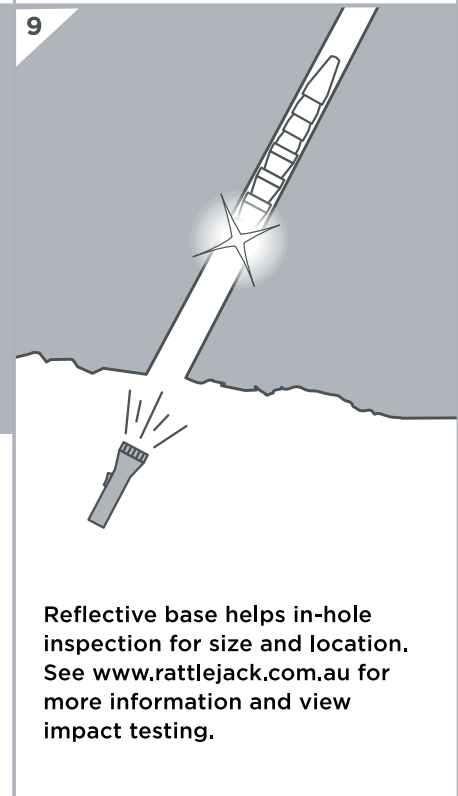


One SafetySpear can be used for a hole drilled up to 25m in depth, or continue driving until it has self-engaged.



**SELF-ENGAGING OPTION:**  
Hole depth up to 50m

The SafetySpear can continue to be driven until it self-engages into the bogged rods - stop driving once the SafetySpear just contacts the hazard.



Reflective base helps in-hole inspection for size and location. See [www.rattlejack.com.au](http://www.rattlejack.com.au) for more information and view impact testing.

# Pan Australis Warranty Policy

## 1. Scope

1.1 Pan Australis Pty Ltd (Pan Australis) warrants that the SafetySpear will be fit for purpose as a solution for securing or fixing lost or abandoned overhead drill rods or tubes installed in an underground mining production drilling application (Warranty).

1.2 This Warranty is subject to the following conditions:

- the SafetySpear being installed in accordance with Pan Australis' installation instructions and conditions;
- the SafetySpear being used within an ambient temperature range between 20 degrees Celsius below zero and 70 degrees Celsius above zero;
- the correct sized SafetySpear matched to the blast hole size as required; and
- the SafetySpear being installed into the hole containing the hazard a minimum 1.5 metres into competent ground.

1.3 If the circumstances described in clause 1.2 are complied with, the SafetySpear will arrest the impact force of the escaping overhead drill rods or tubes up to a total blast hole distance of 25 metres vertical regardless of the quantity of rods or tubes lost in that particular blast hole.

1.4 If the SafetySpear is used to fix the lost or abandoned rods or tubes in place by installing and self-engaging the SafetySpear into the rear of the rods or tubes, then the SafetySpear has a static weight holding capacity to fix those rods or tubes in place up to a blast hole distance vertical of 50 metres regardless of the quantity of rods or tubes lost in that particular blast hole, when installed correctly.

1.5 While every endeavour has been taken by Pan Australis to ensure the design of the SafetySpear will work to full capacity in a range of ground hardnesses, consistency and stability, Pan Australis cannot be held responsible for failure caused by unforeseen ground movement, erosion, ground tremors or mechanical interference outside the normal safe drilling environment.

## 2. Warranty

2.1 The Warranty set out in this document is provided to buyers who have purchased Pan Australis' SafetySpear products from an authorized Pan Australis reseller for use in the underground mining industry (Purchaser).

2.2 In the unlikely event that the SafetySpear or installation equipment is not to standard and therefore not fit for its intended purpose, within two years of the date of original purchase (Warranty Period) due to faulty materials or manufacture, Pan Australis will, at its option, repair or replace it for you free of charge, subject to the conditions below.

2.3 Pan Australis reserves the right to replace defective parts of the SafetySpear with parts and components of similar quality, grade and composition where an identical part or component is not available. If the SafetySpear is presented for repair, it may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods.

## 3. Making a Warranty Claim

3.1 Should the Purchaser experience difficulties with a purchased SafetySpear or associated products, the Purchaser must immediately cease using the Safety Spear or associated products.

3.2 Pan Australis suggests in the first instance that the Purchaser contact the reseller from which the Purchaser purchased the SafetySpear.

3.3 Any Warranty claim made must be accompanied by:

- proof of purchase;
- full details of the alleged defect; and
- appropriate documentation (such as historical and maintenance records).

3.4 On receipt of the Purchaser's claim, Pan Australis will seek to resolve the Purchaser's difficulties or, if the SafetySpear is found to be faulty or defective, advise the Purchaser on how to have the SafetySpear replaced or a refund processed.

3.5 The Purchaser must make the SafetySpear available to Pan Australis or its authorised repair agent for inspection and testing. If such inspection and testing finds no defect in the SafetySpear, the Purchaser must pay Pan Australis' usual costs of service work and testing.

3.6 The Purchaser must bear the cost of the transport of the SafetySpear to and from Pan Australis or the authorised repair agent, all insurance of the SafetySpear and any other costs incurred in making a Warranty claim.

3.7 The Purchaser acknowledges that Pan Australis will not be liable for any costs relating to the use or hireage of additional equipment in place of the SafetySpear during the period of repair or resolution of the Warranty claim.

## 4. Warranty Exclusions

4.1 This Warranty naturally does not cover:

- any damage or non-conformance caused by use of the SafetySpear outside of or beyond the conditions and tolerances specified in clause 1.2;
- any defect that has arisen due to abuse, accident or where the SafetySpear has been mistreated;
- damage to the SafetySpear caused through incorrect storage;
- loss of, or damage to, the SafetySpear as a result of misuse or negligent handling;
- fair wear and tear;
- damage caused by fire, flood, earthquake, water, wind, lightning, utilities, war, terrorism, civil disturbance or any other cause beyond Pan Australis' reasonable control;
- improper use for which the SafetySpear was not designed or advertised;
- failure to properly follow the provided installation and operating instructions;
- installation machinery operated by inexperienced or non-competent personnel or personnel not trained in the SafetySpear's safe and proper use;
- installation by machinery in a non-serviceable condition; or
- damage caused by the use of non-genuine SafetySpear installation dollies or any other unauthorised parts or accessories that have been used on or in relation to the SafetySpear.

4.2 For the avoidance of doubt, misuse, neglect and abuse are defined as using the SafetySpear in a manner not specified by the instruction manual.

4.3 The SafetySpear must be installed in accordance with the manufacturer's instructions, including ensuring that it is installed into competent ground, using the correct sized equipment for the intended purpose and installing the appropriately sized SafetySpear to the hole size required.

4.4 Competent ground is defined as rock that is solid, consistent and not containing open voids. Whether the ground is competent will be determined reasonably by Pan Australis and by the operator who drilled the blast hole originally.

4.5 The SafetySpear must be in good working order prior to installation and comply with all laws, regulations and standards which may apply in relation to the use of the SafetySpear. The SafetySpear or installation dollies must not be modified from the original product in any way.

## 5. Warranty Transfers

5.1 This Warranty is for the benefit of the original Purchaser only and is not transferrable if the SafetySpear is sold by the original Purchaser during the Warranty Period.

## 6. Use and Installation

6.1 Before using the SafetySpear in any capacity, the Purchaser agrees that it has satisfied itself as to the suitability and condition of the SafetySpear for the Purchaser's site and requirements.

6.2 The Purchaser will ensure that the SafetySpear is used only for the purpose for which it was designed by Pan Australis.

6.3 The Purchaser must:

- install the SafetySpear in accordance with the manufacturer's instructions, including ensuring that it is installed into competent ground, and using the correct size equipment for the intended purpose;
- ensure that the SafetySpear is in good working order prior to installation;
- ensure persons installing and operating the SafetySpear are suitably trained on its safe and proper use, and are qualified and competent to safely use the SafetySpear;
- operate the SafetySpear safely and in accordance with Pan Australis' instructions; and
- comply with all laws, regulations and standards which may apply in relation to the use of the SafetySpear.

## 7. Consumer Law

7.1 The benefits provided under this Warranty are in addition to any rights and remedies available under any applicable non-excludable consumer laws in force in Australia and New Zealand. Nothing in this Warranty is to be interpreted as excluding, restricting or modifying any Australian or New Zealand State or Federal legislation applicable to the supply of goods and services which cannot be excluded, restricted or modified.

7.2 If the Purchaser purchased the SafetySpear in Australia, it may come with guarantees that cannot be excluded under the Australian Consumer Law. If the Purchaser is a consumer as defined in the Australian Consumer Law, then the following statement applies to and for the benefit of the Purchaser:

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

7.3 For the purposes of the New Zealand Consumer Guarantees Act 1993 (CGA), the Purchaser and Pan Australis agree that:

- the SafetySpear is supplied and acquired in trade;
- the CGA will not apply in respect of the SafetySpear and the Purchaser is not entitled to the consumer rights and remedies available under the CGA; and
- the exclusion of the CGA is fair and reasonable.

## 8. Limitation of liability

8.1 Pan Australis uses its best endeavours to ensure that the SafetySpear is fit for the purpose for which it is designed when used in accordance with manufacturer instructions.

8.2 Pan Australis will not be liable to the Purchaser for a Warranty claim unless the Purchaser gives Pan Australis notice of the Warranty claim promptly after the defect in the SafetySpear becomes reasonably apparent to the Purchaser.

8.3 To the maximum extent permitted at law:

- Pan Australis is not liable for any other losses or damages (whether direct or indirect) including but not limited to consequential loss, personal injury or death, economic loss or loss of profits, whether arising under statute, contract, tort including negligence, however so arising;
- without limiting the foregoing, Pan Australis will not be liable for any claims, damages or defects arising from or in any way attributable to loss of profits, costs of rental or substitute equipment or other commercial loss or normal wear and tear; and
- the total liability of Pan Australis for any breach of any stated or implied term, condition, or Warranty which cannot lawfully be excluded, is limited to the fullest extent permitted to one of the following, as determined by Pan Australis:
  - the replacement of the defective SafetySpear; or
  - the repair of the defective SafetySpear (or payment of repair costs).

8.4 Nothing in this clause 8 is to be interpreted as excluding, restricting or modifying or having the effect of excluding, restricting or modifying the application of any State or Federal legislation applicable to the sale of goods or supply of services which cannot be excluded, restricted or modified.

## 9. Indemnities

9.1 The Purchaser indemnifies Pan Australis in respect of, all loss, damage, claims, or expenses (including legal costs on an indemnity basis) suffered or incurred by Pan Australis in connection with:

- Personal injury, sickness or death causes by an act or omission of the Purchaser or its personnel;
- Loss of, or damage to, any property caused by any act or omission of the Purchaser or its personnel; or
- Any negligent act or omission by the Purchaser of any of its personnel, except to the extent that any loss, damage, claim or expense is directly attributable to the negligence, or wrongful act or omission of Pan Australis.

9.2 For the avoidance of doubt, acts or omissions of the Purchaser covered by clause 9.1 include:

- Installation of the SafetySpear other than in accordance with the manufacturer's instructions;
- Use and operation of the SafetySpear other than in accordance with the manufacturer's instructions;
- Use of the SafetySpear other than in competent rock; or
- Use of SafetySpear in unsuitable or unforeseen ground conditions.

9.3 Notwithstanding anything else in this Warranty, and to the maximum extent permitted by law, Pan Australis will under no circumstances be liable to the Purchaser for any indirect, incidental, special or consequential damage.

## Contact

Pan Australis Pty Ltd

Address: 2200 Logan-Wedderburn Rd, Logan VIC 3475

Phone: 0429 944 247

Email: leigh@panaustralis.com

For a complete list of Pan Australis resellers visit [www.rattlejack.com.au](http://www.rattlejack.com.au).