

GENERAL WARRANTY POLICY**1. GENERAL WARRANTY**

- 1.1 The Supplier provides Products and/or Services to the Customer, its Related Bodies Corporate, employees and/or agents ('Customer' or 'you') strictly in accordance with and subject to this Policy together with any Order as accepted by the Supplier.
- 1.2 Subject to this Policy (*and its Annexures thereto*) and any Order, the Supplier warrants that Products supplied by it or its appointed distributors will be free from Defects for:
 - (a) twelve (12) months from the date of delivery; or
 - (b) eighteen (18) months from the date of the bill of lading, whichever occurs first (**Warranty Period**).
- 1.3 Subject to this Policy (*and its Annexures thereto*) and any Order, the Supplier Warrants that Services delivered to the Customer are rendered with due care and skill for a period of twelve (12) months from the date of the Service.
- 1.4 Nothing in this Policy or any Order excludes, restricts or modifies any Non-Excludable Rights.
- 1.5 If there is any inconsistency between this Policy or any Order, this policy will prevail to the extent of the inconsistency.

2. STATUTORY RIGHTS and REMEDIES**2.1 CCAct and ACL**

- (a) The benefits to the Customer given by this Policy are in addition to other rights and remedies of the Customer under a law in relation to the goods or services to which the Warranty relates.
- (b) Our Products or Services come with guarantees that cannot be excluded under the ACL. For major failures with the Services, you are entitled:
 - (i) to cancel your service contract with us; and
 - (ii) to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service

- (c) Where the Customer is not a "consumer" within the meaning of the ACL, clauses (a) and (b) do not apply.

2.2 Limitation on Warranties and Supplier's liability

- (a) To the maximum extent permitted by law, and subject to the Non-Excludable Rights and the express Warranties given in this Policy, all guarantees, representations and warranties, express or implied, as to the condition, suitability, quality, fitness for any purpose or title to the Products or Services under the CCAct, the ACL or any other law are expressly excluded.
- (b) To the maximum extent permitted by law, the Supplier's liability pursuant to:
 - (i) any guarantee, warranty, term or condition (whether express or implied) with respect to the supply of Products or Services; and
 - (ii) any Non-excludable Rightis limited to the remedies set out in clause 3.

3. GENERAL REMEDIES**3.1 Supplier Remedies**

Without limiting the Annexures, the liability of the Supplier to the Customer for a breach of the Warranties or any other Non-Excludable Right will be limited as follows:

- (a) in the case of Products, to any one of the following as determined by the Supplier:
 - (i) the replacement of the Products or the supply of equivalent Products; or
 - (ii) the repair of the Products.
- (b) in the case of Services, to the supplying of the Services again.

4. WARRANTY CLAIMS**4.1 Defective Products & Services**

- (a) If within the Warranty Period a Product or Service supplied to the

Customer by the Supplier is, in the reasonable opinion of the Customer, Defective, then the Customer must immediately notify the Supplier of the existence and details of the Defect as reasonably required by the Supplier.

- (b) The Customer must send a notice under clause (a) to the email or postal address above, or another address nominated by the Supplier.
- (c) The Supplier will inform the Customer within seven (7) days of receipt of a notice under clause 4.1(a) whether it intends to:
 - (i) inspect the Product at the Customer's premises (and the Customer must make the Product available for inspection on reasonable notice by the Supplier);
 - (ii) request that photographic or other evidence (eg. a sample of or the Defective Product) be sent to the Supplier; or
 - (iii) provide a remedy to the Customer in accordance with clause 3.
- (d) Subject to clause 4.1(b), the Supplier reserves the right to refuse to provide a remedy pursuant to clause 3 [or as applicable in the Annexures] where the Customer does not give the Supplier the opportunity to have its engineers or representatives inspect the Product within a reasonable time.
- (e) Subject to this Policy, if any Products or Services are found by the Supplier to contain Defects, the Supplier, at its option, will offer a remedy under clause 3.1(a) or 3.1(b) at no charge to the Customer and cover the reasonable costs incurred by the Customer in complying with this clause 4.1 (subject to the Customer providing the Supplier with written evidence verifying such costs).
- (f) The Supplier will not be responsible for any costs in connection with a Warranty claim under this Policy if the Product or Service is not Defective.
- (g) Any replacement of or repair to a Product or resupply of a Service shall be subject to the same Warranty as the original Product or Service within the balance of the original Warranty Period or ninety (90) days from the date of the replaced or repaired Product and/or Service, whichever is greater.

4.2 Exclusions and Limitations

- (a) Notwithstanding anything in this Policy, or any Order, the Supplier will not be liable for any Loss arising directly or indirectly from:
 - (i) anything excluded in the Annexures;
 - (ii) exposure to corrosive material, foreign material, transported material, electricity, excess heat (i.e. welding, fire and like events);
 - (iii) incorrect or unauthorised storage, maintenance, alteration or repair;
 - (iv) misapplication or improper use outside the Specifications;
 - (v) wear and tear, accident, misuse or a negligent act; after the delivery of the Product or the conclusion of the Service.
- (b) This Warranty is valid only for the original purchaser of new Tyres supplied directly from Manufacturer or through dealers/distributors/sales companies authorized by Manufacturer. (Proof of purchase required).
- (c) This Warranty does not extend to the servicing, fitting and unfitting or any other related costs incurred by the Customer.
- (d) The Supplier shall not be liable for any failure to perform or comply with any term or condition of the Warranty if that failure arises from a Force Majeure Event.
- (e) The terms of this Warranty do not apply to any Third Party Product provided by the Supplier unless the Supplier procures a Warranty in favour of the Customer, in which case the Third Party Product will be warranted only by the manufacturer of the Third Party Product.

5. LIMITATION OF LIABILITY**5.1 Exclusion of certain Losses**

Neither party will be liable to the other party in respect of any Indirect or Consequential Loss incurred or sustained by the Supplier or the Customer (as applicable) in connection with the supply of any Products or Services by the Supplier.

5.2 Maximum Aggregate Liability

Subject to the Non-Excludable Rights, the Supplier's maximum aggregate liability to the Customer arising under or in connection with the Supplier's performance or non-performance of this Policy.



Order (and whether by way of indemnity, tort (including negligence) or any other basis in law or equity) will not exceed the aggregate amount paid by the Customer for all Orders within the twelve (12) months preceding the last event giving rise to the liability.

6. MISCELLANEOUS

No warranty, representation, promises, agreement, term or condition, whether express or implied made by an employee, agent or representative of the Supplier shall be deemed to be included in or form part of this Policy or operate in any way collateral to this Policy other than those warranties, representations, promises, agreements, terms or conditions which expressly appear in this Policy.

7. DEFINITIONS

7.1 Unless the context otherwise requires, in this Warranty:

- (a) **ACL** means the Australian Consumer Law as contained in Schedule 2 to the *Competition and Consumer Act 2010* (Cth).
- (b) **Annexures** means the annexures to this General Warranty.
- (c) **CCAct** means the *Competition and Consumer Act 2010* (Cth).
- (d) **Claims** means actions, suits, causes of action, arbitrations, debts, dues, costs, claims, demands, verdicts, orders and judgments either at law or in equity or arising under a statute.
- (e) **Defect(s) or Defective** means, unless otherwise specifically stated, any defects in design, engineering, material, tools, installations, workmanship or make up in relation to the Product or Service, Products or Services which are not in conformity with the Policy or Products which materially differ from its Specification (whether by brand, sample or quality).
- (f) **Force Majeure Event** has the meaning in the Conditions.
- (g) **General Warranty** means this document titled General Warranty Policy and does not include the Annexures.
- (h) **Indirect or Consequential Loss** means (i) any Loss or damage which, although in the contemplation of the parties at the time they entered into this Agreement, is not a loss or damage which may fairly and reasonably be considered to arise naturally (that is, in the usual course of things) from the breach or other act or

omission, (ii) any Loss of opportunity, Loss of revenue or profit or anticipated profit, business interruption, Loss of business opportunities, Loss of use of any plant, equipment or facility, Loss of contract, Loss of goodwill, special or punitive damages or (iii) any failure to realise anticipated savings.

- (i) **Loss** means, in relation to any person, any damage, loss, cost, expense or liability incurred by the person or any claim, action, proceeding or investigation made against the person however arising and whether present or future, fixed or unascertained, actual or contingent.
- (j) **Non-Excludable Rights** means the Customer's rights under the ACL or other rights in relation to the supply of Products or Services that cannot lawfully be excluded by the Supplier.
- (k) **Order** has the same meaning as Purchase Order in the Conditions.
- (l) **Policy** means the General Warranty, the Annexures and any further terms or conditions agreed by the Customer and Supplier in writing that amend or add to this document.
- (m) **Product(s)** means has the meaning in the Conditions.
- (n) **Related Bodies Corporate** means any related body corporate as defined in the Corporations Act;
- (o) **Service** means (but is not limited to) the analysis, investigation, study, installation, removal, fitting, repair, replacement, rotation, maintenance and warehousing of any Product, Topy Wheel Base or Third Party Product, in relation to the application of a service to Customer's property, plant and/or equipment agreed to be provided pursuant to an Order.
- (p) **Specification(s)** means, with respect to any Product, the design, composition, dimensions, other physical characteristics, chemical characteristics, packaging, unit count, trade dress and performance of such Product.
- (q) **Supplier** means Bridgestone Mining Solutions Australia Pty Ltd (ABN 74 000 069 714).
- (r) **Third Party Products** means a product or any materials, parts or components not manufactured by the Supplier or a related body corporate to the Supplier.
- (s) **Topy Rim or Wheel Base** means a rim or wheel base bearing the Topy Industries Limited brand name and/or serial number sold by the Supplier to the exclusion of a Topy consumable product otherwise Warranted in this document.
- (t) **Warranty or Warranties** means the warranties given by the Supplier in this Policy.

1. SUPPLIER WARRANTY FOR CONVEYOR BELTS & COMPONENTRY

1.1 Despite clause 3.1(a) of the General Warranty, where the Product supplied is a 'Conveyor Belt' or 'Conveyor Belt Componentry', the Supplier warrants that the Product supplied by it or its appointed distributor will be free from Defects within the Warranty Period. The Supplier may at its option (acting reasonably) and expense:

- (a) repair the Defective Product;
- (b) replace the Defective Product; or
- (c) refund the contract amount of the Defective Product on a pro-rata basis, in accordance with clause 1.2 of this Annexure.

1.2 The refundable amount for the Defective Conveyor Belt or Conveyor Belt Componentry is calculated with the following formula:

$$CA = (\text{FOB base}) \times [(A-B)/A]$$

CA = Contract amount

A = Warranty Period in months

B = Achieved months

FOB base = the amount paid by the Customer for the Free on Board shipping of the Defective Product as supplied by the Supplier

2. LIMITATION OF CONSUMER RIGHTS FOR CONVEYOR BELTS & COMPONENTRY

2.1 Pursuant to clause 4.2 of the General Warranty, damage to a 'Conveyor Belt' or 'Conveyor Belt Componentry' and/or usage in conjunction with faulty equipment as a result of any of the following conditions caused by the Customer are specifically excluded from this Warranty:

- (a) Perforation of materials between pulley and Belt;
- (b) Building up cake of pulleys and rollers;
- (c) Abrasion by skirt board;
- (d) Damages by clogged materials at chute;
- (e) Longitudinal split;
- (f) Partial abrasion by one-side loading;
- (g) Damages of belt edges by meandering;
- (h) Cut, penetration and cracks caused by corrosive materials or foreign materials or materials to be transported;
- (i) Failure at splicing portion, unless splicing of the relevant portion had been conducted under the written instructions of us;
- (j) Temperature beyond the range or limit as specified by us in writing;
- (k) Normal wear and tear;
- (l) Overfilling;
- (m) Twisting;
- (n) Pipe shape deformation;
- (o) Folding;
- (p) Ozone cracks;
- (q) Damages caused by chemical reaction with air pollutant;
- (r) Incorrect maintenance; or
- (s) Any other factors which are beyond the designated operating conditions or not attributable to the Supplier.

1. SUPPLIER WARRANTY FOR RUBBER TRACK

1.1 Despite clause 3.1(a) of the General Warranty, where the Product supplied is:

- (a) 'Agricultural Rubber Track' (track without core metal); or
- (b) 'Construction Rubber Track' (track with core metal),

the Supplier warrants that the Product supplied by it or its appointed distributor will be free from Defects within the Warranty Period.

1.2 Where the Defective Product is:

- (a) Agricultural Rubber Track: the Supplier may at its option (acting reasonably) within the Warranty Period and:

 - (i) the total operating time is less than five-hundred (500) hours:
 - (A) replace the Product with a new one at its expense; or
 - (B) refund the amount paid for the Defective Product;
 - (ii) the total operating time is equal to or greater than five-hundred (500) hours but less than or equal to one-thousand (1,000) hours:
 - (A) refund an amount equal to the pro-rata value of total operating time; or
 - (B) deduct an amount equal to the pro-rata value of total operating time from the value of a replacement Product.

- (b) Construction Rubber Track: the Supplier may at its option (acting reasonably), within the Warranty Period and where the total operating time is less than or equal to one-thousand (1,000) hours, replace the Product with a new one at its expense.

2. LIMITATION FOR RUBBER TRACK

2.1 Pursuant to clause 4.2 of the General Warranty, damage to Agricultural or Construction Rubber Track as a result of the following conditions caused by the Customer are specifically excluded from this Warranty:

- (a) Damage caused by an Rubber Track running off from undercarriage;
- (b) Cut damage caused by running on edge or curb on the ground;
- (c) Damage caused by foreign materials to be transported into the Product;
- (d) Damage caused by exposure to corrosive materials which include but are not limited to oils, chemicals, salts etc.; or
- (e) Applications not for the Rubber Tracks intended purpose or not expressly approved by the Supplier.

ANNEXURE C
OTR Tyre & OTR Tyre Repair

1. SUPPLIER WARRANTY FOR OTR TYRES

1.1 Despite clauses 1.2 and 3.1(a) of the General Warranty, where the Product supplied is an off-the-road tyre ('OTR Tyre'), the Supplier warrants that the Products supplied by it or its appointed distributors will be free from Defects for the shortest period of either:

- (a) four (4) years from the date of delivery; or
- (b) five (5) years from the date of manufacture, for the entire tread depth of the OTR Tyre Warranty Period. Subject to clause 1.1 of this Annexure, if the OTR Tyre has a rim size
- (c) of less than forty-five (45) inches, the Supplier may at its option (acting reasonably):
 - (i) refund an amount equal to the pro-rata value of tread remaining within the OTR Tyre Warranty Period, if irreparable;
 - (ii) deduct an amount equal to the pro-rata value of tread remaining within the OTR Tyre Warranty Period from the value of a replacement product if irreparable; or
 - (iii) repair the OTR Tyre in accordance with section 2 of this Annexure.

The refundable or deductible amount for the Defective Product is calculated with the following formula:

$$(A/B) \times C = D$$

A = remaining tread depth in mm

B = original tread depth in mm

C = original tyre purchase value

D = compensation value

(d) equal to or greater than forty-five (45) inches (including 'Giant Loader Tyres' (GLT) with a rim size of fifty-seven (57) inches or larger), the Supplier may at its option (acting reasonably):

- (i) refund an amount equal to the pro-rata value of remaining life within the OTR Tyre Warranty Period up to a maximum of five thousand (5,000) hours if unable to be repaired; The refundable or deductible amount for the Defective Product is calculated with the following formula:

$$(A-B)/A \times C = D$$

A = 5,000 hrs. guaranteed life

B = actual life achieved

C = original tyre purchase value

D = compensation value

- (ii) deduct an amount equal to the pro-rata value of tread remaining within the OTR Tyre Warranty period from the value of a replacement OTR Tyre if irreparable;

The refundable or deductible amount for the Defective Product is calculated with the following formula:

$$A/B \times C = D$$

A = remaining tread depth

B = original tread depth

C = original tyre purchase value

D = compensation value

- (iii) or repair the OTR Tyre in accordance with section 2 of this Annexure.

The refundable or deductible amount for the Defective Product is calculated with the following formula:

$$(A-B)/A \times C = D$$

A = 5,000 hrs. guaranteed life

B = actual life achieved

C = original tyre purchase value

D = compensation value

2. SUPPLIER WARRANTY FOR OTR TYRE REPAIR

2.1 Despite clauses 1.3 and 1.1(a) of the General Warranty, where a Service provided is an 'OTR Tyre Repair', the Supplier warrants that, pursuant to the Bridgestone Repair Production Code, the OTR Tyre Repair will be free from Defects as a result of:

- (a) the repair detaching from the host tyre; or
- (b) the repair breaking-up

for the shortest period of either:

- (c) three (3) years from the date of repair production; or
- (d) applicable to the following limited service life and applications in the following table:

OTR Tyre Repair Warranty			
Repair Category	Construction	Application	Warranty
Minor Repair	BIAS / Radial	All	30,000KM*
Intermediate Repair	BIAS / Radial	All	20,000KM*
Major Repair	Radial	Haul (Surface)	10,000KM*
Major Repair	BIAS / Radial	Other App	500 hours

* or equivalent based at 10Kmph AWSS.

2.2 If the failure is determined to be as a result of defects within the OTR Tyre Warranty Period, the Supplier may at its option (acting reasonably):

- (a) Credit an amount equal to the pro-rata refund amount or;
- (b) Deduct the pro-rata refund amount from the value of performing the repair again.

The refundable or creditable amount for an OTR Tyre Repair is calculated with the following formula:

$$(A-B)/A \times C = D$$

A = repair warranty

B = actual life achieved

C = actual tyre repair price

D* = compensation value

(*D does not include the cost of tyre servicing handling or transportation)

3. LIMITATION FOR OTR TYRES & TYRE REPAIR

3.1 Pursuant to clause 4.2 of the General Warranty, damage to an OTR Tyre or OTR Tyre Repair as a result of any of the following conditions caused by the Customer, including any specific or special guarantee, are specifically excluded from this Warranty:

- (a) Road hazard including cut, cut separation, penetration, impact burst, and like events;
- (b) Damage by impact with any loading, servicing or handling equipment or by impact with other equipment during operation;
- (c) Improper fitting to non-standard rim or non-approved rims or non-standard mounting and demounting procedures;
- (d) Any mechanical damage prior to fitting or due to Defects in vehicle alignment, steering, ineffective suspension units or any other mechanical Defects which causes uneven wear or premature Tyre failure;
- (e) Tyres fitted with chains;
- (f) Non-Bridgestone OTR Tyre Repair or OTR re-tread;
- (g) Solid filled pneumatic tyres;
- (h) Indexing caused by tyre bead lubricant that is not water or vegetable based or leaves a residue or does not dissipate; and,
- (i) Tyres or Tubes operated beyond specifications, as regularly published* or recommended** in respect of load and inflation and tonne kilometer per hour limitations.

3.2 Pursuant to clause 3.1 of this Annexure, in the event of an OTR Tyre Repair, this Warranty is voided if the repaired OTR Tyre is used in a manner outside of the application guide below:

Repair Application Guide		
Repair Mark	Repair Category	Repair Application
X	Minor Repair	All Axles
XX	Intermediate Repair	Rear Axles
XXX	Major Repair	Rear Axles

* Bridgestone Data Book (as amended from time to time)

** Tyre standards associations: TRA, TRAA, ETRTO



4. Definitions for Annexure C

4.1 Unless the context otherwise requires, in this Warranty:

- (a) **Bridgestone Repair Production Code** means the identification, inspection, Major Repair, Minor Repair, Intermediate Repair, re-treading and maintenance of off-the-road (OTR) pneumatic tyres for earth-moving machinery pursuant to AS 4457.2—2008.
- (b) **Minor Repair** means repair to a tyre that does not require the installation of a structured internal patch.
- (c) **Intermediate Repair** means repair beyond that of a minor repair yet not affecting the structural integrity of the tyre.
- (d) **Major Repair** means repair to a tyre that requires the installation of a structured internal patch.
- (e) **Irreparable** means a tyre, which has suffered significant damage and is deemed un-safe for repairing and re-treading
- (f) **OTR Tyre Repair** means a repair by the Supplier to an OTR Tyre pursuant to the Bridgestone Repair Production Code.

ANNEXURE D
Marine Fender**1. SUPPLIER WARRANTY FOR MARINE FENDERS**

1.1 Despite clause 3.1(a) of the General Warranty, where the Product supplied is a 'Marine Fender' and the Defect is judged by the Supplier (acting reasonably) within the Warranty Period at clause 1.2 of the General Warranty to be:

- (a) Repairable: the Supplier may at its option bear the direct cost of such repair to be made by the Customer or the end user of the Product.
(note: The direct cost of such repair shall be agreed between the Supplier and the Customer prior to any repair and if the parties cannot agree, then the Supplier will replace the Defective Product with a new Product as a replacement on a FOB basis).
- (b) Not-Repairable: the Supplier will replace the Defective Product with a new Product as a replacement on a FOB basis.

2. LIMITATION FOR MARINE FENDERS

2.1 Pursuant to clause 4.2 of the General Warranty, damage to a Marine Fender as a result of any of the following conditions caused by the Customer are specifically excluded from this Warranty:

- (a) Any change in appearance which does not affect the performance of the Marine Fenders such as crack on the surface of the rubber body, dent of the frontal frame or corrosion and rust of steel work;
- (b) Any damage of any consumable items (accessories such as Ultra High Molecular Weight (UHMW) polyethylene pads, bolts, nuts and washers);
- (c) Chains' corrosion & rust;
- (d) Use under conditions not provided by you and/or use under conditions deviated from the given design criteria;
- (e) Abuse, misuse, accident or unauthorized alterations or repairs;
- (f) Lack of proper maintenance of the marine fender, including, without limitation:
 - (i) the repair coating work for corrosion and rust of the frontal frames of the marine fender to be conducted at least once a year or immediately when such corrosion and/or rust is found; and,
 - (ii) the repair coating material is of the same specification submitted in the fender system drawing;
- (g) Remediation costs, which include:
 - (i) removal of the replacement marine fender;
 - (ii) disposal of the Defective marine fender;
 - (iii) installation of the replacement marine fender;
 - (iv) transportation cost of the Defective or replacement Marine Fender.

ANNEXURE E
Wheel Base & Wheel Base Repair

1. SUPPLIER WARRANTY FOR SELECT TOPY WHEEL & RIM BASES

1.1 Despite clauses 1.2 and 3.1(a) of the General Warranty where a Topy Rim or Wheel Base is supplied, the Supplier warrants that the Topy Rim or Wheel Base supplied by it or its appointed distributors are delivered to the Customer free from Defects for the shortest period of either:

- (a) Five (5) years from the date of manufacture.
- (b) In accordance with the Performance Guarantee Specified in the Topy Warranty table in this section.

1.2 In the event of a Topy Rim or Wheel Base that is identified as having material Defects within the Warranty period specified in clause 1.1 of this Annexure, the Supplier may at its option (acting reasonably):

- (a) refund an amount equal to the pro-rata value; or
- (b) deduct an amount equal to the pro-rata value from the value of a replacement Topy Rim or Wheel Base; or
- (c) repair the Topy Rim or Wheel Base pursuant to clause 3.1(a)(ii) of the General Warranty.

The refundable or deductible amount is calculated with the following formula:

$$(A-B)/(A/P) = C$$

A = Performance Guarantee

B = life achieved

P = price paid to Supplier for the purchase of a new Topy Rim or Wheel Base

C = compensation paid to Customer

1.3 Where the Supplier offers a remedy pursuant to clause 1.2(b) or 1.2(c) of this Annexure, the replacement or repaired Topy Rim or Wheel Base delivered to the Customer shall be free from defects, for the shortest period of either:

- (a) 1,000 Hrs. for Underground Service; or
- (b) 5,000 Hrs. for Earthmover and Loader Service

2. SUPPLIER WARRANTY FOR WHEEL & RIM BASE REPAIR

2.1 Subject to clause 1.3 and 1.1(a) of the General Warranty, where a Service provided to a Third Party Product or Topy Rim or Wheel Base is a wheel or rim repair, the Supplier warrants that the repair will be free from Defects, for the shortest period of either:

- (a) 1,000 Hrs. for Underground Service; or
- (b) 5,000 Hrs. for Earthmover and Loader Service.

3. LIMITATION OF CONSUMER RIGHTS FOR TOPY WHEEL & RIM BASES AND WHEEL & RIM REPAIR

3.1 Pursuant to clause 4.2 of the General Warranty, damage to a Topy Rim or Wheel Base or a repaired wheel or rim as a result of any of the following conditions caused by the Customer are specifically excluded from this Warranty:

- (a) Abuse which includes but is not limited to vehicle overload, excessive speeds, or improper tyre inflation;
- (b) Abnormal operating conditions which exceed those recommended in the applicable Tyre and Rim Association Manual or specifically authorized in writing by the Supplier;

- (c) Any defects caused by the Customer, its' related entities or sub-contractors misuse, neglect, improper storage and handling, attempted repair of the said product, or any other cause beyond the range of normal usage or by accident, fire or other hazard.
- (d) Accumulation of foreign material of galling effect that may develop during the operation of the rim.
- (e) Corrosion of the rim base resulting from exposure to hostile environments;
- (f) Any defects that occur where the appropriate Topy component is not applied to a Topy Rim or Wheel Base;
- (g) Any defects that occur where other brand components not otherwise approved by the Supplier which are used in conjunction with Topy products.

4. GKN /JKE or RimD supplied by BMSA only from 1st January 2019 until further notice is covered by the following warranty conditions:

- (a) The term of warranty is one year of 1000 hrs. of operation from the date of delivery.
- (b) The warranty does not extend to goods damaged or subjected to accident, abuse, misuse or improper installation or maintenance after delivery, nor to goods altered or repaired by anyone other than Bridgestone.
- (c) The warranty period above shall continue for any parts replacing defective goods.
- (d) Where we perform services, they will be performed in accordance with the specification in all material respects and they will be provided using reasonable care and skill.
- (e) Our obligation upon breach of warranty in relation to goods shall be limited to replacing or repairing (at our option) the particular goods which inspection discloses to have been defective at time of delivery but not including installation, de-installation, dismantling or reassembling.
- (f) Inspection shall be at our plant, transportation costs pre-paid by you.
- (g) Written permission for the return of any goods based on a warranty claim must be first obtained by us. All returns, which shall be at your cost, must be accompanied with a complete written explanation of claimed defects and the circumstances of operational failure.
- (h) Title on any returned goods is transferred to us upon receipt and we may scrap returned goods at our discretion.
- (i) Upon expiration of the warranty, all of our obligations hereunder shall terminate.

<u>Application Type</u>	<u>Category of good***</u>	<u>Type of good</u>	<u>Configuration</u>	<u>Size Range</u>	<u>Performance Guarantee (Hrs)**</u>
Commercial Truck	WI,T,V,B	Standard	Wheel/Rim	15"-20"	2,000
Loader/Underground Service/Industrial	WI,GR,EM,EMH,EMR,EV,ESMR	Standard	Wheel/Rim	24"-45"	2,500
Loader/Underground Service/Industrial	EMHR,ESMR	Premium*	Wheel/Rim	25"-29"	4,000
Earthmover	GR,EM,EMH,EMR,EV	Standard	Wheel	25"-49"	15,000
Earthmover	GR,EM,EMH,EMR,EV	Standard	Rim	25"-49"	5,000
Earthmover	EU,EUSH,EUSS	Standard	Wheel	51"-63"	15,000
Earthmover	EU,EUSH,EUSS	Standard	Rim	51"-57"	5,000
Earthmover	EUXS,EUXR	Premium*	Wheel	51"-63"	30,000
Earthmover	EUXS,EUXR	Premium*	Rim	51"-63"	20,000
Earthmover	EUW	Premium*	Wheel	63"-63"	30,000
Loader	EUS,EUSH	Standard	Wheel	51"-57"	10,000

* Premium - Extended Warranty for premium goods is only offered on the condition that the Supplier is involved in the condition assessment of the rim base at or near the 50% stage of the Warranty period. Also Warranty on premium products is only applicable if a suitable tyre / rim additive is used throughout the Warranty period.

**Warranty is offered in "hours" up to 20 km/h AWSS. Speeds in excess of this limit will require the Warranty to be adjusted against the nominated threshold.

*** Warranty for flanges, bead seat bands, lock rings and other securing components are not covered by this product Warranty.

1. SUPPLIER WARRANTY FOR B-TAGS

1.1 Despite clauses 1.2 and 3.1(a) of the General Warranty, where the Product supplied is a:

- (a) 'B-Tag', the Supplier warrants that the Products supplied by it or its appointed distributors will be free from Defects for the shortest period of either:
 - (i) one (1) year from the date of installation; or
 - (ii) two (2) years from the date of purchase; or
- (b) 'B-Tag Patch or Pin', the Supplier Warrants that the Products supplied by it or its appointed distributors will be free from Defects for the shortest period of either:
 - (i) the life of the Original Tyre in which it was installed; or
 - (ii) one (1) year from the date of installation;

1.2 Where the Defective Product is a B-Tag or a B-Tag Patch/Pin, the Supplier may at its option (acting reasonably) within the Warranty period specified in clause 1.1 (a) of the Annexure.

- (i) replace the Products or supply the equivalent of the Products; or
- (ii) repair of Products at no charge.

2. LIMITATION FOR B-Tag or B-Tag Patch or Pin

2.1 Pursuant to clause 4.2 of the General Warranty, damage to a B-Tag or to a B-Tag Patch/Pin as a result of any of the following conditions caused by the Customer are specifically excluded from this Warranty:

- (a) Damage caused by improper use, installation and storage;
- (b) Damage caused by machine trouble and tyre failure;
- (c) Damage caused by installation on other tyre manufacturer's products;
- (d) Damage caused by the Patch installed after one year from the date of production of the Patch;
- (e) Damage caused by re-use of the Patch or re-use of the Pin; or
- (f) Any other damage caused by Purchaser's or user's acts or omissions not in conformity with the Supplier's specifications or instructions.

2.2 The cost of removing and reinstalling any parts and any other service charges in respect of the B-Tag or a B-Tag Patch/Pin are payable by the Customer.

3. Definitions for Annexure F

3.1 Unless the context otherwise requires, in this Warranty:

- (a) **Original Tyre** means the period of time until the original tyre is deemed by Bridgestone to be out of service due to casing failure, road hazard or other tyre damages, or by the use of or consumption of most of the original tread (i.e. a remaining tread depth at 1/4 point of the tread = zero (0) mm.). The life of the original tyre will not include the extended life realised by retreading the casing but may include the extended life realized by a repair of tyre.