

**BRIDGESTONE ENGINEERED PRODUCTS OF ASIA SDN BHD (INCORPORATED IN MALAYSIA)**  
**ARBN 088 157 135**

**CONDITIONS OF SALE**

Orders are accepted only on the following terms and conditions unless otherwise agreed in writing.

**Definitions**

Unless the context otherwise requires, in these Conditions of Sale:

**"Customer"** means the person, corporation, firm or body whose name appears as such in the Contract.

**"Supplier"** means Bridgestone Engineered Products of Asia Sdn. Bhd. ARBN 088 157 135.

**"Conditions"** means these Conditions of Sale and any further or other conditions of sale amending or adding to these Conditions and forming part of the Contract.

**"Contract"** means the agreements formed by the offer (if any) constituted by the Order placed by the Customer and acceptance constituted by the provision of services and/or Goods by the Supplier (including these Conditions).

**"Goods"** includes various . . . . . and other products or merchandise agreed to be sold and purchased and any services agreed to be provided pursuant to the Contract.

1. The Customer shall pay for the Goods in the manner and within the time stated on the Contract. Unless otherwise agreed in writing and subject always to the terms and conditions of any credit account which the Customer has with the Supplier, all payments pursuant to the Contract shall be paid in Australian dollars by the last day of the month following the date of invoice from the Supplier.
2. Title in the Goods shall not pass to the Customer until the Customer has paid to the Supplier in clear funds all sums owing to the Supplier whether under this or any other contract.
3. The Supplier will replace any Goods sold by it which, within thirty (30) days after delivery, are shown to the Supplier's satisfaction to have been, at the time of delivery, defective in materials or in manufacture.
4. Any goods manufactured by the Supplier and supplied to Customer (which are covered by design registration) are specifically manufactured for attachment only to the make and type of hose specified in the Supplier's product range, use of other than the specified hose or assembly of the hose fittings contrary to the instructions contained in any catalogue or instructions might result in an unsatisfactory or even dangerous product, and any warranties expressed or implied as to the fitness or otherwise are expressly excluded and negated and all liability is disclaimed.
5. The provisions of the Contract must be read having regard to provisions in certain legislation which may have the effect of giving the Customer certain rights against the Supplier which cannot be excluded restricted or modified by agreement between the Customer and the Supplier. Nothing in the Contract shall have the effect of excluding, restricting or modifying such rights except to the extent that they can lawfully be so excluded, restricted or modified and to the extent to which any provision of this Contract purports to do otherwise it shall be of no effect.
6. Except as expressly provided for herein and to the fullest extent permitted by law, the Supplier shall be under no liability to the Customer at law or in equity or pursuant to the provisions of any statute, rule or regulation or otherwise for any claims, demands, losses, damages, costs or expenses arising out of or in connection with the performance or non-performance of the Contract or any

part thereof including, without limiting the foregoing, and act or omission of the Supplier, its officers, employees, agents, Contractors or other representatives.

7. The Customer hereby indemnifies the Suppliers, its officers, employees, agents, Contractors or any other representatives from and against all claims, demands, losses, damages, cost or expenses of any third party arising out of or connected with the performance or non-performance of the Contract or any part thereof including, without limiting the foregoing, any act or omission of the Supplier, its officers, employees, agents, Contractors or other representatives.
8. If any condition warranty or obligation is implied in the Contract or imposed on the Supplier by virtue of the legislation referred to in Clause 5, then to the extent to which the liability of the Supplier in respect of any such condition, warranty or obligation cannot be or is not otherwise excluded, restricted or modified by the Contract then the liability of the Supplier in respect of any such breach shall to the fullest extent permitted by law be limited to an amount equal to the price referred to in the Contract and to:
  - a. In the case of supply by the Supplier of Goods, to any one or more of the following, as the Supplier may in its discretion decide:
    - i. The replacement of Goods or the Supply of equivalent Goods;
    - ii. The repair of the Goods;
    - iii. The payment of the cost of replacing the Goods or acquiring equivalent Goods;
    - iv. The payment of the cost of having the Goods repaired; or
  - b. In the case of the supply by the Supplier of services, to either of the following, as the Supplier may in its discretion decide:
    - i. The supplying of the services again; or
    - ii. The payment of the costs of having the services supplied again.
9. The Supplier reserves the right to declare void any warranty claim where the Customer does not give the Supplier the opportunity to have its engineers or representatives inspect the application.
10. The Supplier sets out suggestions as to the use, installation and care of Goods on the understanding that these suggestions are made only from the Supplier's wish that the Customer should get the best results from its purchase and that they do not in any way nullify these Conditions.
11. No employee, agent or representative of the Supplier has any authority to vary these Conditions or any of them and without limiting the generality of the foregoing, no warranty, representation, promise, agreement, term or condition whether expressed or implied made by an employee, agent or representative of the Supplier shall be deemed to be included in or form part of these Conditions or operate in any way collateral to these Conditions other than those warranties, representations, promises, agreements, terms or conditions which expressly appear in these Conditions.
12. Notwithstanding any terms and conditions contained in the Customer's order, these Conditions shall be deemed to constitute the sole terms of the Contract between the Customer and the Supplier.