

Conveyor Belt Limited Warranty

- 1 In accordance with the terms and conditions of this Warranty, we warrant to you that the conveyor belts with the specification under the following quotation (the "Belts") are free from any defects in material and workmanship (the "Defects").
- 2 The period of this Warranty (the "Warranty Period") shall be the following, whichever comes earlier:
 - (1) Twelve (12) months from the date of installation (If you installs the Belts, you shall notify us in writing of the date of the installation of the Belts within 30 days of the installation of the Belts, or if your customer or any other party installs the Belts, you shall have your customer or any other party notify you in writing of the date of the installation of the Belts and shall send the copy thereof to us within 30 days of the installation of the Belts)
 - (2) Eighteen (18) months from the date of B/L

The Warranty Period shall not be construed in any way as the guarantee of the product lifetime.
This Warranty shall not apply to any claims, if you shall not notify us the date of the installation within the period in accordance with this Article 2.

- 3 In case that any Defects are found during the Warranty Period, any claim under this Warranty shall be lodged in writing with us by you within 14 days of discovery of the Defects, with a written report. The report shall include (i) detailed information on the Defects of the Belts, and (ii) photographs of the area in question. If requested by us, you shall promptly provide to us additional information and /or photographs.
If we judge, through consultation with you in good faith, that the Defects are attributable to us, we will take either one of the following procedures, at our discretion:
 - a) repair the defective part(s) of the Belts at our expense.
 - b) deliver the replacement part(s) of the Belts at our expense.
 - c) refund the contract amount of the defective part(s) of the Belts ("Contract Amount") on a pro-rata basis, in accordance with the formula set forth below:

Refunded amount = Contract Amount (FOB base) x (A-B)/A

A; The Warranty Period on a monthly basis

B; The months passed since the date of the installation or the date of B/L, as the case may be

- 4 This Warranty shall not apply to any claims, if you shall not comply with the procedures in Clause 3.
- 5 When the defective part(s) of the Belts is repaired or the replacement part(s) of the Belts is delivered under Article 3, the repaired or replacement part(s) shall be subject to the same warranty as the original Belts; provided however that the warranty period for the repaired or replacement part(s) shall be the balance of the applicable Warranty Period in Article 2 relating to the original Belts (e.g. in case that the Warranty Period of the original Belts is 12 months from the date of installation and any Defects are found three months after the date of the installation of the Belts, the warranty period for the repaired or replacement part(s) shall be 9 months.
- 6 This Warranty shall be limited only to the Belts, and shall not be applied to installation, de-installation or any other work pertinent to the Belts, indirect loss, consequential damages, and also shall not be applied to any other goods or materials whatever.
- 7 This Warranty shall not be applied to any defects of the Belts caused by the following reasons:
 - 1) Damages arising from conveyor operation, including but not limited to:
 - a) Perforation by 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.
 - 2) Natural and/or Human Disasters, including but not limited to:
 - a) Earthquake.
 - b) Flood.
 - c) Fire.
 - d) Accident not attributable to us.
 - e) Sabotage.

f) War.

3) Usage of the faulty equipment, including but not limited to:

a) Imperfect rotation of rollers.

b) Inadequate arrangement and poor quality of cleaners or scrapers.

c) Incorrect maintenance.

4) Any other factors which are beyond the designated operating conditions or not attributable to us.

8 NO OTHER WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IS MADE BY US. IN ANY EVENT, WE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM THE USE, MISUSE OR INABILITY TO USE THE BELTS OR FROM DEFECT(S) OF BELTS.

9 This Warranty shall be governed and construed by the laws of Japan.