

SYDNEY, January 01, 2018

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BRIDGESTONE MINING SOLUTIONS AUSTRALIA PTY LTD

(ABN 74 000 069 714)

MARINE FENDER LIMITED WARRANTY

With respect to the following fenders supplied by us (the “Fender(s)”), we, Bridgestone Corporation warrants to you as follows:

1. PERIOD OF WARRANTY:

For 18 months from the date of bill of lading, or for 12 months from the date of installation, whichever comes first. For the avoidance of doubt, please note that this warranty shall apply only to your claim made during such period of warranty.

2. RANGE OF WARRANTY:

We warrant to you that the Fenders are free from any defect in material or workmanship; provide, however, that this warranty shall not apply to (i) any change in appearance which does not affect the performance of the Fenders such as crack on the surface of the rubber body, small dent of the frontal frame or corrosion and rust of steel work, (ii) any damage of any consumable items (accessories such as UHMW and bolts-nuts-washers) and (iii) Chains' corrosion & rust.

3. PROCEDURES FOR CLAIMS:

The procedures for your claims are as follows:

- (a) If you find certain defect of the Fender covered by this warranty, you will immediately advise us.
- (b) Within three weeks from receipt of your claim, we will send our technical staff or other designated third party to your site for the examination of the defective Fender and judgment of the cause of such defects. The defective Fender shall be kept until such examination is completed.

- (c) Judgment of the cause of such defect shall be reported to you after the examination is completed and, if you have any questions and/or objections, we will directly or through certain representatives discuss with you, user of the defective Fender and, if any, engineering consultant these issues and any other relative issues such as repairability of the defective Fender, the direct cost of the repair.

4. LIMITED WARRANTY:

- (1) This warranty shall be limited to the following:
 - (a) When the defect is judged to be attributable to us and the defective Fender is judged to be repairable, we will bear the direct cost of such repair to be made by you or user. The direct cost of such repair shall be discussed and decided between you, user and us and approved by us in advance. However, the direct cost of such repair in any event shall not include the cost of removal of the defective Fender and the installation of the repaired fender.
 - (b) When the defect is judged to be attributable to us and the defective Fender is judged not to be repairable, we will send a new fender to you as replacement of defective Fender on a CIF term basis (However, that we shall not bear the transportation fee if the contract is based on FOB or Ex-go). For the avoidance of doubt, we shall bear the product price of the replacement fender; provided, however, that we shall not bear any other cost, including, without limitation, (i) the removal cost of the defective Fender, (ii) the disposal cost of the defective Fender, or (iii) the installation cost of the replacement fender.
 - (c) When the original Fender is replaced by us hereunder, the replacement fender shall be subject to the same warranty as the original Fender; provided, however, that the warranty period for the replacement fender shall be the balance of the applicable warranty period (the period after the record date when such defect is found) relating to the original Fender (e.g. in case of the original Fender whose defect is found after nine (9) months after installation, the warranty period for the replacement fenders shall be three (3) months on a installation basis.)
- (2) This warranty is exclusive and in lieu of all other warranties, whether express, implied or statutory, including any liability arising under any warranty of merchantability or fitness for a particular purpose, statutory or otherwise.
- (3) In no event shall we are liable for any incidental, special, indirect or consequential damages, whether resulting from the use, misuse Or inability to use the fender or from defects of the Fender.

5. EXEMPTION:

This warranty shall not apply to the defects of the Fender caused by the following:

- (a) Force Majeure including, without limitation, acts of God, flood, tidal wave, lightning, typhoon, storm, earthquake, fire, war, warlike conditions, acts of terrorism;
- (b) Natural wear and tear;
- (c) Lack of proper maintenance of the Fender, including, without limitation, (i) the repair coating work for corrosion and rust of the frontal frames of the Fender to be conducted at least once a year or immediately when such corrosion and /or rust is found, (ii) the repair coating material is the same specification as the submitted to you fender system drawing;
- (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; and
- (f) Any other causes not attributable to us

6. Governing Law

The formation, validity, construction, interpretation and performance of this document shall be governed by and construed in accordance with the laws of Japan.

Takashi Sakagami
Manager,
International Engineered Products,
Bridgestone Corporation