Date: 1/01/2018



Bridgestone Mining Solutions Australia Pty Ltd ABN (74 000 069 714)

<u>OFF THE ROAD TYRE REPAIR</u> WORKMANSHIP & MATERIAL WARRANTY

THIS WARRANTY, WHEN OFFERED, APPLIES TO OFF THE ROAD TYRES REPAIRED BY BRIDGESTONE MINING SOLUTIONS AUSTRALIA PTY LTD, IN ADDITION TO BRIDGESTONE MINING SOLUTIONS AUSTRALIA PTY LTD STANDARD "TERMS AND CONDITIONS OF SALE".

WARRANTY

EVERY TYRE UNDER THIS WARRANTY AND BEARING THE BRIDGESTONE REPAIR PRODUCTION CODE IS GUARANTEED TO BE FREE FROM DEFECTS IN WORKMANSHIP AND MATERIALS. THIS WARRANTY APPLIES TO THE FOLLOWING LIMITED SERVICE LIFE AND APPLICATION.

REPAIR	TYRE	APPLICATION	WARRANTY
CATEGORY	CONSTRUCTION		
MINOR	BIAS / RADIAL	ALL	30,000 KM*
INTERMEDIATE	BIAS / RADIAL	ALL	20,000 KM*
MAJOR	RADIAL	HAULTRUCK	10,000 KM*
		(SURFACE)	
MAJOR	BIAS / RADIAL	ALL OTHER	500 HOURS
		APPLICATIONS	

* or equivalent based at 10kmph awss.

A BRIDGESTONE REPAIR FAILS WHEN:

- THE REPAIR DETACHES FROM THE HOST TYRE, OR
- IF THE REPAIR BREAKS-UP.

COMPENSATION

IF A BRIDGESTONE REPAIR FAILS AND THE FAILURE REASON IS DETERMINED TO BE AS A RESULT OF DEFECTS IN WORKMANSHIP OR MATERIAL WITHIN THE WARRANTY PERIOD or LIFE , THEN BRIDGESTONE, AT ITS OPTION, WILL:-

- CREDIT AN AMOUNT EQUAL TO THE REFUND AMOUNT, OR
- DEDUCT THE REFUND AMOUNT FROM THE VALUE OF A REPLACEMENT REPAIR.

THE REFUND AMOUNT IS CALCULATED AS FOLLOWS

 $\mathsf{REFUND} \mathsf{AMOUNT} = \mathsf{RP} \mathsf{x} (\mathsf{OWP}/\mathsf{RWP})$

Where RP = REPAIR PRICE

OWP = OUTSTANDING REPAIR WARRANTY PERIOD RWP = REPAIR WARRANTY PERIOD

WARRANTY SETTLEMENT WILL NOT INCLUDE THE COST OF TYRE SERVICING, HANDLING OR TRANSPORTATION.



EXCLUSIONS AND LIMITATIONS

DAMAGE AS A RESULT OF THE FOLLOWING EVENTS IS SPECIFICALLY EXCLUDED FROM THIS WARRANTY:

- (i) ROAD HAZARD INCLUDING CUT, CUT SEPARATION, PENETRATION, IMPACT BURST, ETC.
- (ii) EXPOSURE TO ELECTRICITY, EXCESS HEAT (E.g. WELDING), FIRE, PETRO-CHEMICALS, OIL, GREASE OR CORROSIVE MATERIALS.
- (iii) IMPACT WITH ANY LOADING, SERVICING OR HANDLING EQUIPMENT OR BY IMPACT WITH ANY OTHER EQUIPMENT DURING OPERATION.
- (iv) IMPROPER FITTING TO NON STANDARD RIM OR NON APPROVED RIMS OR NON-STANDARD MOUNTING AND DEMOUNTING PROCEDURES.
- (v) DEFECTS IN VEHICLE ALIGNMENT, STEERING, SUSPENSION OR ANY OTHER MECHANICAL DEFECT WHICH CAUSES OR MAY CAUSE UNEVEN WEAR OR PREMATURE TYRE FAILURE.
- (vi) TYRES BEING APPLIED IN SERVICE APPLICATIONS OUTSIDE THE NOMINATED APPLICATION PROVIDED IN THE REPAIR APPLICATION GUIDE (BELOW) AND OPERATED OUT SIDE THE RELEVENT STANDARDS.

REPAIR APPLICATION GUIDE

REPAIR MARKING	RERPAIR CATEGORY	REPAIR APLICATION *
X	MINOR	ALL AXLES
XX	IMTERMEDIATE	REAR AXLES
XXX	MAJOR	REAR AXLES

THIS WARRANTY IS VOIDED IF THE TYRES ARE USED OUTSIDE OF ANY OF THE OPERATING RESTRICTIONS WITH RESPECT TO SURFACE, LOADING, SPEED AND INFLATION AS PUBLISHED BY BRIDGESTONE OR ANY RELATED ENTITY OR INDUSTRY ASSOCIATIONS INCLUDING, BUT NOT LIMITED TO:

- (i) BRIDGESTONE MINING SOLUTIONS AUSTRALIA PTY LTD RECOMMENDATIONS /DATA BOOK;
- (ii) TYRE AND RIM ASSOCIATION STANDARDS; and
- (iii) E.T.R.T.O. STANDARDS.

THIS WARRANTY IS NOT CAPABLE OF TRANSFER OR ASSIGNMENT AND WILL ONLY APPLY TO THE ORIGINAL PURCHASER AND NOT TO SUBSEQUENT PURCHASERS, EXCEPT IN THE CASE OF AN AGENT OR RETAILER ON-SELLING TO AN END-USER.

BRIDGESTONE ACCEPTS NO LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING LOSS OF TIME, LOSS OF OPPORTUNITY, LOSS OF BARGAIN, LOSS OF USE OF VEHICLE, DAMAGE TO PROPERTY OR LOSS OF PRODUCTION.

SERVICING (FITTING AND UNFITTING) OR ANY OTHER RELATED COSTS INCURRED ARE THE RESPONSIBILITY OF THE OWNER OR THE OPERATOR.