

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

All Rubber Track Limited Warranty

1. We, Bridgestone Corporation warrant the All Rubber Track (track without core metal) supplied by us against defects in materials or workmanship, for the period of 1,000 hours by the hour meter on the machine (customer should notify us of the date and hour when track is installed within 15 days after installation) or 18 months after the date of shipment (after the date of Bill of Lading), whichever comes earlier.
2. Any claim under this warranty should be lodged with Bridgestone within 30 days after the discovery of the defect or failure, supported by the data as follows:
 - (1) Machine Model number
 - (2) The date and hour when the track is installed and operation hours for the track
 - (3) Description of fault
 - (4) Photographs of the track failure area (inside face, 7 pitches either side of the failure and outside guide lug face)
3. If the defects are found attributable to us during the period of warranty and we judge the track cannot be used any more, we will compensate by replacing it with new one at our expense or by refunding the amount based on the following:
 - (a) Up to 500 hours or 18 months after date of shipment, whichever comes earlier, the track will be replaced or fully refunded.
 - (b) After 500 hours the amount to be compensated shall be calculated on a pro-rata basis (e.g. in case of an original rubber track which failed after 600 hours of use, the warranty period for the replacement rubber track shall be 400 hours). In case track cannot fit the machine after our confirmation of the suitability, we will refund the amount.
4. This warranty shall be limited to the rubber track supplied by Bridgestone and shall not be applied to installation or other work pertinent to the said All Rubber Track, and also shall not be applied to any other goods or material whatever.
5. In the event of failure prior to 1,000 hours or 18 months after shipment, whichever comes sooner, Bridgestone will cover reasonable costs to re-fit new Bridgestone track.
6. Any claim involving any one of the following categories will not be acceptable for warranty:
 - (1) Damage caused by All Rubber Track's running off from undercarriage

- (2) Damage caused by misapplication or improper use,
 - (3) Damage caused by improper storage and maintenance
 - (4) Damage caused by use at the site with oil, chemical materials and salt content
 - (5) Damage caused by foreign materials to be transported into All Rubber Track
 - (6) Cut damage caused by running on edge or curb on the ground.
 - (7) Damage caused by natural disasters
 - (8) Lack of report for necessary information of above 4. (1) – (4)
7. Our liability under this warranty shall be limited to the amount of the All Rubber Track actually supplied, and excludes any consequential charges and losses.
8. This warranty shall be deemed to have been made in Japan and shall apply and be construed in accordance with Japanese Law.
9. This warranty is only valid for tracks sold up to and including December 2010.

Bridgestone Corporation

Toshiharu Sako
General Manager
Rubber Track Sales & Marketing Department