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BRIDGESTONE MINING SOLUTIONS AUSTRALIA PTY LTD
(ABN 74 000 069 714)

OFF THE ROAD TYRE WORKMANSHIP & MATERIAL WARRANTY

THIS WARRANTY SPECIFICALLY COVERS TYRES SOLD BY BRIDGESTONE FIRESTONE AND ITS APPOINTED DISTRIBUTORS OR IMPORTED AS ORIGINAL FITMENT ON NEW EQUIPMENT. THIS WARRANTY ONLY APPLIES WHERE NO OTHER SPECIFIC GUARANTEE OR WARRANTY IS IN PLACE.

WARRANTY

EVERY OFF THE ROAD TYRE MANUFACTURED BY BRIDGESTONE OR FIRESTONE BEARING THE BRIDGESTONE OR FIRESTONE NAME AND SERIAL NUMBER IS GUARANTEED TO BE FREE FROM DEFECTS IN WORKMANSHIP AND MATERIALS. THIS WARRANTY APPLIES FOR THE ENTIRE ORIGINAL TREAD DEPTH, FOR A PERIOD OF FIVE (5) YEARS FROM THE DATE OF MANUFACTURE.

COMPENSATION

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

- 1. CREDIT AN AMOUNT EQUAL TO THE PRO-RATA VALUE OF THE REMAINING TREAD DEPTH (CALCULATED BY MULTIPLYING THE TYRE'S ORIGINAL PURCHASE PRICE BY THE PERCENTAGE OF ORIGINAL TREAD DEPTH NOT USED), OR**
- 2. FOR LOADER TYRES WITH RIM SIZES FORTY FIVE (45) INCHES AND LARGER, CREDIT AN AMOUNT EQUAL TO THE PRO-RATA VALUE OF REMAINING LIFE UP TO A MAXIMUM OF FIVE THOUSAND (5,000) HOURS**

COMPENSATION METHOD

- | | |
|---|--|
| 1. PRO-RATA VALUE OF REMAINING TREAD DEPTH | 2. PRO-RATA VALUE OF REMAINING LIFE (5,000 HOURS) |
|---|--|

$$(A/B) \times C=D$$

Where,

A = Remaining Tread Depth in mm

B = Original Tread Depth in mm

C = Original tyre purchase value

D = Compensation Value

$$((A-B)/A) \times C=D$$

Where,

A = 5,000 hrs Guaranteed Life

B = Actual life achieved

C = Original tyre purchase value

D = Compensation Value

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) **DAMAGE BY ELECTRICITY, EXCESS HEAT (IE; WELDING), FIRE, OIL, GREASE OR CORROSIVE MATERIAL.**
- (iii) **DAMAGE BY IMPACT WITH ANY LOADING, SERVICING OR HANDLING EQUIPMENT OR BY IMPACT WITH OTHER EQUIPMENT DURING OPERATION.**
- (iv) **IMPROPER FITTING TO NON STANDARD RIM OR NON APPROVED RIMS OR NON-STANDARD MOUNTING AND DEMOUNTING PROCEDURES.**
- (v) **ANY MECHANICAL DAMAGE PRIOR TO FITTING OR DUE TO DEFECTS IN VEHICLE ALIGNMENT, STEERING, SUSPENSION OR ANY OTHER MECHANICAL DEFECT WHICH CAUSES UNEVEN WEAR OR PREMATURE TYRE FAILURE.**
- (vi) **TYRES FITTED WITH CHAINS**
- (vii) **REPAIRED OR RETREADED TYRES**
- (viii) **SOLID FILLED PNEUMATIC TYRES**
- (ix) **INDEXING CAUSED BY TYRE BEAD LUBRICANT THAT IS NOT WATER OR VEGETABLE BASED OR LEAVES A RESIDUE OR DOES NOT DISSIPATE.**

THIS WARRANTY WILL ONLY APPLY TO THE ORIGINAL PURCHASER OF THE TYRES AND NOT TO SUBSEQUENT PURCHASERS, EXCEPT IN THE CASE WHERE TYRES ARE TRANSACTED FROM AN AGENT OR RETAILER DIRECT TO AN END-USER.

THE OPERATION RESTRICTIONS WITH RESPECT TO LOADING, SPEED AND INFLATION AS PUBLISHED BY BRIDGESTONE AND INDUSTRY ASSOCIATIONS SHALL NOT BE EXCEEDED.

REFERENCES

**BSEM RECOMMENDATIONS/DATA BOOK
TYRE STANDARDS ASSOCIATIONS (TRA, TRAA, ETRTO)**

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

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

TYRES SUPPLIED UNDER SPECIFIC, SPECIAL GUARANTEES ARE EXCLUDED.

THE FINAL ARBITER OF ANY CLAIM SHALL BE THE CHIEF OPERATING OFFICER OF BRIDGESTONE EARTHMOVER TYRES PTY LTD. NO OTHER OFFICER OR REPRESENTATIVE OF THE COMPANY HAS THE AUTHORITY TO AMEND OR WAIVE THESE CONDITIONS.