

BRIDGESTONE MINING SOLUTIONS AUSTRALIA PTY LTD.

(ABN 74 000 069 714)

Topy Industries Limited.

Limited Rim Base Warranty

01/01/2018

1. This warranty applies only to those products, which are bearing the Topy brand name and /or serial number and is purchased from Bridgestone Mining Solutions Australia (BMSA). This warranty is limited to Material defects and / or faulty Workmanship only.
2. The PURCHASER shall provide a notice of request for claim within (30) days after the product becomes unserviceable. The wheel / Rim records accurately detailing the operating life of the product in question must be made available to BMSA when lodging any claim.
3. Topy and BMSA retain the right to repair the product in question, at no cost to it's customer at any BMSA nominated Engineering facility.
4. No claim will be accepted for a product, which becomes unserviceable due to:
 - (i) Product abuse such as vehicle overload, excessive speeds, improper tyre inflation; or subject to other abnormal operating conditions which exceed those recommended in the applicable Tyre and Rim Association Manual or specifically authorized in writing by BMSA or:
 - (ii) Any defects caused by any third party's misuse, neglect, improper storage and handling, attempted repair of the said product, or any other cause beyond the range of normal usage or by accident, fire or other hazard.
 - (iii) Regular inspections of the interface of components is required to address any accumulation of foreign material of galling effect that may develop during the operation of the rim.
 - (iv) Corrosion of the rim base resulting from exposure to hostile environments.
 - (v) Any defects that occur where the appropriate Topy component is not applied.
 - (vi) Any defects that occur where other brand components are used in conjunction with Topy products.
5. The warranty offered shall not apply to any product altered or modified by the customer or any third party, except for BMSA's NOMINATED engineering facility.
6. The warranty nominated above is in lieu of all other warranties, expressed or implied, including but not limited to any implied warranty of merchantability or fitness for a particular purpose. In no event shall Topy or BMSA be liable for any property or personal damage or any incidental or consequential damages with respect to any Topy products supplied by BMSA or the subsequent use of these products.
7. If in the event a Topy product is identified as having short fell the nominated warranty for the rim category and application then compensation to the customer will be assessed as the percentage of life that fell short of the nominated warranty.
8. Pro Rata Warranty Assessment:

Pro Rata Warranty will be assessed by using the following formula

$$(A-B)/(A/P) = C$$

Where A = Performance Guarantee

B = Life Achieved

P = Price paid to BMSA for the purchase of the rim or wheel

C = Compensation paid to the customer.

Note: Pro-Rata warranty will only apply up to five (5) Years from the date of manufacture.

If in the event a Topy product is identified as having short fell the nominated warranty for the rim category and application then compensation to the customer will be assessed as the percentage of life that fell short of the nominated warranty.

9. Rim Base Warranty

Application (Type of Equipment)	Category of Products	Type of Products	Configuration	Size Range	Pro Rata Warranty Hours	Review Interval
Commercial Truck	WI T V B	Standard	Wheel / Rim	15"-20"	2,000	
Loader/ Underground Service/Industrial	WI, GR, EM, EMH, EMR EV ESMR	Standard	Wheel / Rim	24"-45"	2,500	
Loader/ Underground Service/Industrial	EMHR ESMR	Premium	Wheel / Rim	25"-29"	4,000	2,000 + 2,000
Earthmover	GR, EM, EMH, EMR, EV	Standard	Wheel	25"-49"	15,000	10,000 + 5,000
Earthmover	GR, EM, EMH, EMR, EV	Standard	Rim	25"-49"	5,000	
Earthmover	EU EUSH EUSS	Standard	Wheel	51"-63"	15,000	10,000 + 5,000
Earthmover	EU EUSH EUSS	Standard	Rim	51"-57"	5,000	
Earthmover	EUXS/ EUXR	Premium	Wheel	51"-63"	30,000	15,000 + 15,000
Earthmover	EUXS/ EUXR	Premium	Rim	51"-63"	20,000	10,000 + 5,000 + 5,000
Earthmover	EUW	Premium	Wheel	63"	30,000	15,000 + 15,000
Loader	EUS EUSH	Standard	Wheel	51"-57"	10,000	5,000 + 5,000

Note: i) Premium Product Warranty

Extended warranty for Premium Products is only offered on the condition that BMSA are involved in the condition assessment of the rim base at or near the 50% stage of the warranty period. Also Warranty on Premium products is only applicable if a suitable tyre / rim additive is used throughout the warranty period.

ii) Warranty is offered in "hours" up to 20 km/h AWSS. Speeds in excess of this limit will require the warranty to be adjusted against the nominated threshold.

9. Rim base Section Replacement Warranty

When BMSA are involved in providing a Topy section replacement the warranty offered will be 1,000 hours for Underground Service and 5000 hours for Earthmover and Loader Service.

10. Warranty for flanges, bead seat bands, locking rings and other securing components are not covered by this product warranty.

11. The final arbiters of any claim shall be the Executive Manager Diversified Products BSEM. No other officer of representative of BMSA has the authority to amend or waive the nominated conditions of warranty