

**GENERAL WARRANTY POLICY****1. GENERAL WARRANTY**

- 1.1 The Supplier provides Products and/or Services to the Customer strictly in accordance with and subject to this Warranty together with the Conditions and any Order as accepted by the Supplier.
- 1.2 Subject to the Product and Service Annexures, the Supplier warrants that Products supplied by it or its appointed distributors are delivered to the Customer free from Defects for all Products, the shortest period of either:
  - (a) twelve (12) months from the date of delivery; or
  - (b) eighteen (18) months from the date of the bill of lading.
- 1.3 Subject to the Product and Service Annexures, the Supplier Warrants that Services delivered to the Customer are free from Defects and rendered with due care and skill for a period of twelve (12) months from the date of the Service.
- 1.4 Nothing in this Warranty is interpreted to exclude, restrict or modify any State or Federal legislation applicable to the supply of Products and/or Services that cannot be excluded, restricted or modified.

**2. STATUTORY RIGHTS and REMEDIES****2.1 CCAct and ACL**

- (a) Our Products and/or Services come with guarantees that cannot be excluded under the ACL. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable Loss or damage. You are also entitled to have the Products repaired or replaced if the Products fail to be of acceptable quality and the failure does not amount to a major failure.

**2.2 Warranties Negated**

- (a) The Customer acknowledges and agrees that rights under the CCAct and ACL are limited in circumstances as Products and/or Services are not of a kind ordinarily acquired for personal, domestic or household use or consumption.
- (b) To the extent permitted by law, representations and warranties, express or implied, as to the condition, suitability, quality, fitness for any purpose or title to the Products and/or Services are expressly negated, excluded and shall be limited to the remedies under clause 3.1(a) or clause 3.1(b).
- (c) The Customer acknowledges and agrees that the Supplier General Warranty at Section 3 is fair, reasonable and shall prevail in any circumstance.

**3. GENERAL REMEDIES**

- 3.1 Subject to the Product and Service Annexures, the liability of the Supplier to the Customer will be limited as follows:
  - (a) In the case of Products any one of the following as determined by the Supplier:
    - (i) the replacement of the Products or the supply of equivalent Products;
    - (ii) the repair of Products; or
    - (iii) the refund of moneys paid; and
  - (b) In the case of Services, one of the following as determined by the Supplier:
    - (i) the supplying of the Services again; or
    - (ii) the refund of moneys paid.

**4. WARRANTY CLAIMS****4.1 Defective Products & Services**

- (a) If a Product or Service supplied to the Customer by the Supplier is, in the reasonable opinion of the Customer, Defective, then the Customer must immediately notify the Supplier of the existence of, and information concerning, the Defect.
- (b) The Supplier will inform the Customer within seven (7) days of receipt of a notice under clause 4.1(a) whether it intends to:
  - (i) inspect the Defective Products and/or Service at the Customers premises,
  - (ii) request that photographic or other evidence (i.e. a sample of or the Defective Product) be sent to the Supplier.
- (c) Pursuant to clause 4.1(b), the Supplier reserves the right to declare void any Warranty claim and refuse to provide a remedy pursuant to clause 3.1 or as applicable in the Annexures where

the Customer does not give the Supplier the opportunity to have its engineers or representatives inspect the Defect.

- (d) Subject to the Warranty, if any Products or Services found by the Supplier to contain Defects, the Supplier, at its option, will offer a remedy under clause 3.1(a) or 3.1(b) at no charge to the Customer and cover the reasonable costs incurred by the Customer in complying with this section 4.1.
- (e) Any replacement or repair to a Product and/or Service shall be subject to the same warranty as the original Product or Service within the balance of the original warranty period or ninety (90) days from the date of the replaced or repaired Product and/or Service, whichever is greater.

**4.2 Exclusions and Limitations**

- (a) Remedies pursuant to Section 1, Section 3 or the Annexures will not apply to any Products affected by:
  - (i) exposure to corrosive material, foreign material, transported material, electricity, excess heat (i.e. welding, fire and like events);
  - (ii) incorrect or unauthorised storage, maintenance, alteration or repair;
  - (iii) misapplication or improper use outside the Specifications; or
  - (iv) wear and tear, accident, misuse or a negligent act by the Customer, its Related Bodies Corporate, employees and/or agents.
- (b) This Warranty applies only to the initial purchaser of the Products and not a subsequent purchaser.
- (c) This Warranty is limited to the repair or replacement of the faulty Product and/or Service at the Supplier's discretion, but does not extend to the servicing, fitting and unfitting or any other related costs incurred by the Customer, owner or operator.
- (d) The Supplier shall not be liable for any failure to perform or comply with any term or condition of the Warranty if that failure arises from a Force Majeure Event.
- (e) Unless otherwise stated, the terms of this Warranty do not apply to any Third Party Product provided by the Supplier and will be strictly warranted by the manufacturer of the Third Party Product.

**5. LIMITATION OF LIABILITY AND INDEMNITY****5.1 Exclusion of Consequential Losses**

- (a) Subject to Clause 5.1(b), despite any other provision to the contrary:
  - (i) the Supplier has no liability to the Customer; and
  - (ii) the Customer is not entitled to make any Claim against the Supplier,in respect of any Indirect or Consequential Loss incurred or sustained by the Customer arising out of or in connection with the performance of the Services and/or the supply of the Products.
- (b) The following do not constitute Indirect or Consequential Loss:
  - (i) Loss arising from personal injury or death;
  - (ii) Loss arising from damage to the property of the Customer;
  - (iii) Loss arising from criminal acts or fraud on the part of the Supplier;
  - (iv) Loss arising from wilful misconduct or abandonment; and
  - (v) Loss which (but only to the extent that), by Law, the parties cannot limit or exclude.

**5.2 Limitation of Liability**

- (a) Except as set out in Clause 5.2(b), the Supplier's maximum aggregate liability to the Customer, arising out of or in direct connection with Product and/or Service will not exceed the aggregate value of the Order.
- (b) The limitation as set out in clause 5.2(a) does not apply to a direct:
  - (i) Loss arising from personal injury or death;
  - (ii) Loss arising from damage to the property of the Customer;
  - (iii) Loss arising from criminal acts or fraud on the part of the Supplier;
  - (iv) Loss arising from wilful misconduct or abandonment of the Order on the part of the Supplier; and
  - (v) Loss which (but only to the extent that), by Law, the parties cannot limit or exclude.

**5.3 Indemnity**

- (a) Subject to Clauses 5.1 and 5.3(b), the Supplier will indemnify (and will keep indemnified) the Customer from and against all Losses:
- (i) as set out at Clause 5.2; and
  - (ii) any negligent act or omission or wilful misconduct by the Supplier or its personnel arising out of the performance of an Order.
- (b) The Supplier will not be liable under Clause 5.3(a) to the extent that the Loss was caused by the negligence or wilful default of the Customer or its personnel.

**6. JURISDICTION AND ENFORCEABILITY**

- 6.1 This Warranty is governed in accordance with the laws of New South Wales, Australia and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia.
- 6.2 Should any provision of this Warranty become unenforceable or be held void in any jurisdiction in whole or in part for any reason then that provision shall be deemed to be deleted in respect of that jurisdiction without in any way affecting the validity or enforceability of any other provision or that provision in any other jurisdiction.

**7. MISCELLANEOUS**

- 7.1 No warranty, representation, promises, agreement, term or condition, whether express or implied made by an employee, agent or representative of the Supplier shall be deemed to be included in or form part of this Warranty or operate in any way collateral to this Warranty other than those warranties, representations, promises, agreements, terms or conditions which expressly appear in this Warranty.
- 7.2 In this Warranty:
- (a) Words importing the singular meaning include the plural and vice versa, any reference to a "person" includes a corporation and words importing one gender import all others.
  - (b) References to any legislation or to any provision of any legislation shall include any modification or re-enactment, or any legislation or legislative provision substituted for, corresponding, or similar to, and all legislative and statutory instruments issued under such legislation or such provision.
  - (c) A reference to a clause, paragraph, item or Annexure is a reference to a clause, paragraph, item or Annexure of this Warranty.
  - (d) A reference to a party to a document includes that party's legal personal representatives, heirs, executors, administrators, beneficiaries, successors and permitted assigns.
  - (e) A reference to "\$" or "dollars" is to Australian currency.
  - (f) Headings are for convenience only and do not affect the interpretation of this Warranty.
  - (g) A defined expression the same meaning throughout the Warranty.
  - (h) "Including" and other similar words are not words of limitation.
  - (i) General words following words describing a particular class or category are not restricted to that class or category.

**8. DEFINITIONS**

- 8.1 Unless the context otherwise requires, in this Warranty:
- (a) **ACL** means the Australian Consumer Law as contained in Schedule 2 to the *Competition and Consumer Act 2010* (Cth).
  - (b) **CCAct** means the *Competition and Consumer Act 2010* (Cth).
  - (c) **Claims** means actions, suits, causes of action, arbitrations, debts, dues, costs, claims, demands, verdicts, orders and judgments either at law or in equity or arising under a statute.  
**Conditions** means the Supplier's Conditions of Sale or terms and conditions agreed upon in writing for the supply of Goods and Services by the Supplier to the Customer.
  - (d) **Customer** means the Customer as named in an Order.

- (e) **Defect(s) or Defective** means, unless otherwise specifically stated, any design, engineering, material, tools, installations in relation to the Product or Service which possess a Material or Workmanship Defect and do not conform to its Specification or Warranty (whether by brand, sample or quality).
- (f) **Force Majeure Event** means, including but not limited to:
  - (i) Act of nature;
  - (ii) Strike, sabotage, lockout or other industrial disturbance;
  - (iii) Enemy action, war, blockade, insurrection, riot, civil disturbance, explosion or epidemic; or
  - (iv) Any other act, event or matter beyond the control of, or incapable of being avoided or overcome by the affected party.
- (g) **Indirect and Consequential Loss** means any Loss of opportunity, profit, anticipated profit, business, Loss of use of vehicle and equipment, business opportunities or revenue, or any failure to realise anticipated savings.
- (h) **Loss** means, in relation to any person, any damage, loss, cost, expense or liability incurred by the person or any claim, action, proceeding or investigation made against the person however arising and whether present or future, fixed or unascertained, actual or contingent.
- (i) **Material Defect** means any malfunction, error or other defect in a Product that constitutes a material nonconformity with the Specifications for such Product under conditions of normal and proper use.
- (j) **OTR Tyre Repair** means a repair by the Supplier to an OTR Tyre pursuant to the Bridgestone Repair Production Code.
- (k) **Order** means the written order provided by the Customer to the Supplier requesting the supply of Products and/or Services.
- (l) **Product(s)** means a Bridgestone or Firestone product which may bear the Bridgestone or Firestone name and/or generated serial number that is supplied, manufactured or imported by the Supplier (or its related entities) including industrial goods as: belts, hoses, marine fenders, tracks, tyres, tubes and includes other various products or bespoke products agreed to be provided pursuant an Order.
- (m) **Service** means (but is not limited to) the installation, removal, fitting, repair, replacement, rotation, maintenance and warehousing of any Product, Topy Wheel Base or Third Party Product in relation to the application of a Product to Customer's property, plant and/or equipment agreed to be provided pursuant to an Order.
- (n) **Specification(s)** means, with respect to any Product, the design, composition, dimensions, other physical characteristics, chemical characteristics, packaging, unit count, trade dress and performance of such Product.
- (o) **Supplier** means Bridgestone Mining Solutions Australia Pty Ltd (ABN 74 000 069 714).
- (p) **Third Party Products** means a product or any materials, parts or components not manufactured by Bridgestone or Firestone or does not bear the Bridgestone or Firestone name and/or generated serial number.
- (q) **Topy Wheel Base** means a wheel base bearing the Topy Industries Limited brand name and/or serial number as purchased from the Supplier to the exclusion of a Topy consumable product otherwise Warranted in this document.
- (r) **Warranty or Warranties** mean this document, its Annexures and any further terms or conditions agreed by the Customer and Supplier in writing that amend or add to this warranty.
- (s) **Workmanship Defect** means any malfunction, error or other Defect in the performance of the Product and/or Service conducted: in a non-workman like manner; is inconsistent with relevant industry practices; and constitutes a nonconformity with the Specifications for such Service.

**ANNEXURE A**  
**CONVEYOR BELTS & COMPONENTRY**

**1. SUPPLIER WARRANTY FOR CONVEYOR BELTS & COMPONENTRY**

1.1 Despite clause 3.1(a) of the General Warranty, where the Product supplied is a 'Conveyor Belt' or 'Conveyor Belt Componentry', the Supplier warrants that the Product supplied by it or its appointed distributors are free from Defects within the Warranty period at clause 1.2 of the General Conditions. The Supplier may at its option and expense:

- (a) repair the Defective Product;
- (b) replace the Defective Product; or
- (c) refund the contract amount of the Defective Product on a pro-rata basis, in accordance with clause 1.2 of this Annexure.

1.2 The refundable amount for the Defective Conveyor Belt or Conveyor Belt Componentry is calculated with the following formula:

$$CA = (FOB \text{ base}) \times [(A-B)/A]$$

**CA** = Contract amount

**A** = Period of Warranty in months

**B** = Achieved months

**FOB base** = the amount paid by the Customer for the Free on Board shipping of the Defective Product as supplied by the Supplier

**2. LIMITATION OF CONSUMER RIGHTS FOR CONVEYOR BELTS & COMPONENTRY**

2.1 Pursuant to clause 4.2 of the General Warranty, damage to a 'Conveyor Belt' or 'Conveyor Belt Componentry' and/or usage in conjunction with faulty equipment as a result of any of the following conditions are specifically excluded from this Warranty:

- (a) Perforation of materials between pulley and Belt;
- (b) Building up cake of pulleys and rollers;
- (c) Abrasion by skirt board;
- (d) Damages by clogged materials at chute;
- (e) Longitudinal split;
- (f) Partial abrasion by one-side loading;
- (g) Damages of belt edges by meandering;
- (h) Cut, penetration and cracks caused by corrosive materials or foreign materials or materials to be transported;
- (i) Failure at splicing portion, unless splicing of the relevant portion had been conducted under the written instructions of us;
- (j) Temperature beyond the range or limit as specified by us in writing;
- (k) Normal wear and tear;
- (l) Overfilling;
- (m) Twisting;
- (n) Pipe shape deformation;
- (o) Folding;
- (p) Ozone cracks;
- (q) Damages caused by chemical reaction with air pollutant;
- (r) Incorrect maintenance; or
- (s) Any other factors which are beyond the designated operating conditions or not attributable to the Supplier.

**ANNEXURE B**  
**Rubber Track**

**1. SUPPLIER WARRANTY FOR RUBBER TRACK**

- 1.1 Despite clause 3.1(a) of the General Warranty, where the Product supplied is:
- (a) 'Agricultural Rubber Track' (track without core metal); or
  - (b) 'Construction Rubber Track' (track with core metal),
- the Supplier warrants that the Product supplied by it or its appointed distributors are free from Defects within the Warranty period at clause 1.2 of the General Conditions.
- 1.2 Where the Defective Product is:
- (a) Agricultural Rubber Track: the Supplier may at its option within the Warranty period and:
    - (i) the total operating time is less than five-hundred (500) hours:
      - (A) replace the Product with a new one at its expense; or
      - (B) refund the amount paid for the Defective Product;
    - (ii) the total operating time is equal to or greater than five-hundred (500) hours but less than or equal to one-thousand (1,000) hours:
      - (A) refund an amount equal to the pro-rata value of total operating time; or
      - (B) deduct an amount equal to the pro-rata value of total operating time from the value of a replacement Product;  
or
  - (b) Construction Rubber Track: the Supplier may at its option, within the Warranty period and where the total operating time is less than or equal to one-thousand (1,000) hours, replace the Product with a new one at its expense.

**2. LIMITATION OF CONSUMER RIGHTS FOR RUBBER TRACK**

- 2.1 Pursuant to clause 4.2 of the General Warranty, damage to Agricultural or Construction Rubber Track as a result of the following conditions are specifically excluded from this Warranty:
- (a) Damage caused by an Rubber Track running off from undercarriage;
  - (b) Cut damage caused by running on edge or curb on the ground;
  - (c) Damage caused by foreign materials to be transported into the Product;
  - (d) Damage caused by exposure to corrosive materials which include but are not limited to oils, chemicals, salts etc; or
  - (e) Applications not for the Rubber Tracks intended purpose or not expressly approved by the Supplier.

**ANNEXURE C**  
**OTR Tyre & OTR Tyre Repair**

**1. SUPPLIER WARRANTY FOR OTR TYRES**

1.1 Despite clauses 1.2 and 3.1(a) of the General Warranty, where the Product supplied is an 'OTR Tyre', the Supplier Warrants that the Products supplied by it or its appointed distributors are free from Defects within the Warranty period for the shortest period of either:

- (a) four (4) years from the date of Delivery; or
- (b) five (5) years from the date of manufacture, for the entire tread depth of the OTR Tyre.

1.2 Subject to clause 1.1 of this Annexure, an OTR Tyre with a rim size of:

- (a) less than forty-five (45) inches, the Supplier may at its option:
  - (i) refund an amount equal to the pro-rata value of tread remaining within the Warranty period if Irreparable;
  - (ii) deduct an amount equal to the pro-rata value of tread remaining within the Warranty period from the value of a replacement Product if Irreparable; or
  - (iii) repair the OTR Tyre in accordance with section 2 of this Annexure.

The refundable or deductible amount for the Defective Product is calculated with the following formula:

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

- A = remaining tread depth in mm
- B = original tread depth in mm
- C = original tyre purchase value
- D = compensation value

- (b) equal to or greater than forty-five (45) inches (including 'Giant Loader Tyres' (GLT) with a rim size of fifty-seven (57) inches or larger), the Supplier may at its option:

- (i) refund an amount equal to the pro-rata value of remaining life within the Warranty period up to a maximum of five thousand (5,000) hours if Irreparable;
- (ii) deduct an amount equal to the pro-rata value of tread remaining within the Warranty period up to a maximum of five thousand (5,000) hours from the value of a replacement OTR Tyre if Irreparable; or
- (iii) repair the OTR Tyre in accordance with section 2 of this Annexure.

The refundable or deductible amount for the Defective Product is calculated with the following formula:

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

- A = 5,000 hrs guaranteed life
- B = actual life achieved
- C = original tyre purchase value
- D = compensation value

**2. SUPPLIER WARRANTY FOR OTR TYRE REPAIR**

2.1 Despite clauses 1.3 and 3.1(b) of the General Warranty, where a Service provided is an 'OTR Tyre Repair', the Supplier Warrants that pursuant to the Bridgestone Repair Production Code the OTR Tyre Repair will be free from Defects as a result of:

- (a) the repair detaching from the host tyre; or
- (b) the repair breaking-up for the shortest period of either:
- (c) three (3) years from the date of repair production; or
- (d) applicable to the following limited service life and applications in the table below:

<b>OTR Tyre Repair Warranty</b>			
<b>Repair Category</b>	<b>Construction</b>	<b>Application</b>	<b>Warranty</b>
Minor Repair	BIAS / Radial	All	30,000KM*
Intermediate Repair	BIAS / Radial	All	20,000KM*
Major Repair	Radial	Haul (Surface)	10,000KM*
Major Repair	BIAS / Radial	Other App	500 hours

\* or equivalent based at 10kmph AWSS.

2.2 If the failure is determined to be as a result of Defects within the Warranty period, the Supplier may at its option:

- (a) credit an amount equal to the pro-rata refund amount; or

- (b) deduct the pro-rata refund amount from the value of performing the repair again.

The refundable or creditable amount for an OTR Tyre Repair is calculated with the following formula:

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

- A = repair warranty
- B = actual life achieved
- C = original tyre purchase value
- D\* = compensation value

(\*D does not include the cost of tyre servicing handling or transportation)

**3. LIMITATION OF CONSUMER RIGHTS FOR OTR TYRES & TYRE REPAIR**

3.1 Pursuant to clause 4.2 of the General Warranty, damage to an OTR Tyre or OTR Tyre Repair as a result of any of the following conditions including any specific or special guarantee are specifically excluded from this Warranty:

- (a) Road hazard including cut, cut separation, penetration, impact burst, and like events;
- (b) Damage by impact with any loading, servicing or handling equipment or by impact with other equipment during operation;
- (c) Improper fitting to non-standard rim or non-approved rims or non-standard mounting and demounting procedures;
- (d) Any mechanical damage prior to fitting or due to Defects in vehicle alignment, steering, ineffective suspension units or any other mechanical Defects which causes uneven wear or premature Tyre failure;
- (e) Tyres fitted with chains;
- (f) Non-Bridgestone OTR Tyre Repair or OTR re-tread;
- (g) Solid filled pneumatic tyres;
- (h) Indexing caused by tyre bead lubricant that is not water or vegetable based or leaves a residue or does not dissipate; and,
- (i) Tyres or Tubes operated beyond specifications, as regularly published\* or recommended\*\* in respect of load and inflation and tonne kilometre per hour limitations.

3.2 Pursuant to clause 3.1 of this Annexure, in the event of an OTR Tyre Repair, this Warranty is voided if the Repaired OTR Tyre is used in a manner outside of the application guide below:

<b>Repair Application Guide</b>		
<b>Repair Mark</b>	<b>Repair Category</b>	<b>Repair Application*</b>
X	Minor Repair	All Axles
XX	Intermediate Repair	Rear Axles
XXX	Major Repair	Rear Axles

\* Bridgestone Data Book (as amended from time to time)

\*\* Tyre standards associations: TRA, TRAA, ETRTO

**4. Definitions for Annexure C**

4.1 Unless the context otherwise requires, in this Warranty:

- (a) **Bridgestone Repair Production Code** means the identification, inspection, Major Repair, Minor Repair, Intermediate Repair, re-treading and maintenance of off-the-road (OTR) pneumatic tyres for earth-moving machinery pursuant to AS 4457.2—2008.
- (b) **Minor Repair** means repair to a tyre that does not require the installation of a structured internal patch.
- (c) **Intermediate Repair** means repair beyond that of a minor repair yet not affecting the structural integrity of the tyre.
- (d) **Major Repair** means repair to a tyre that requires the installation of a structured internal patch.
- (e) **Irreparable** means a tyre, which has suffered significant damage and is deemed un-safe for repairing and re-treading.

**ANNEXURE D**  
**Marine Fender**

**1. SUPPLIER WARRANTY FOR MARINE FENDERS**

- 1.1 Despite clause 3.1(a) of the General Warranty, where the Product supplied is a 'Marine Fender' and the Defect is judged by the Supplier within the Warranty period at clause 1.2 of the General Conditions to be:
- (a) Repairable: the Supplier may at its option bear the direct cost of such repair to be made by the Customer or the end user of the Product.  
*(n.b. The direct cost of such repair shall be discussed and decided between the Supplier and the Customer, and approved by the Supplier prior to any repair).*
  - (b) Not-Repairable: the Supplier will replace the Defective Product with a new Product as a replacement on a FOB basis.

**2. LIMITATION OF CONSUMER RIGHTS FOR MARINE FENDERS**

- 2.1 Pursuant to clause 4.2 of the General Warranty, damage to a Marine Fender as a result of any of the following conditions are specifically excluded from this Warranty:
- (a) Any change in appearance which does not affect the performance of the Marine Fenders such as crack on the surface of the rubber body, dent of the frontal frame or corrosion and rust of steel work;
  - (b) Any damage of any consumable items (accessories such as Ultra High Molecular Weight (UHMW) polyethylene pads, bolts, nuts and washers);
  - (c) Chains' corrosion & rust;
  - (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;
  - (f) Lack of proper maintenance of the marine fender, including, without limitation:
    - (i) the repair coating work for corrosion and rust of the frontal frames of the marine fender to be conducted at least once a year or immediately when such corrosion and/or rust is found; and,
    - (ii) the repair coating material is of the same specification submitted in the fender system drawing;
  - (g) Remediation costs, which include:
    - (i) removal of the replacement marine fender;
    - (ii) disposal of the Defective marine fender;
    - (iii) installation of the replacement marine fender;
    - (iv) transportation cost of the Defective or replacement Marine Fender.

**ANNEXURE E**  
**Wheel Base & Wheel Base Repair**

**1. SUPPLIER WARRANTY FOR SELECT TOPY WHEEL & RIM BASES**

- 1.1 Despite clauses 1.2 and 3.1(a) of the General Warranty; where a 'Topy Rim or Wheel Base' is supplied, the Supplier Warrants that the Topy Rim or Wheel Base supplied by it or its appointed distributors are delivered to the Customer free from Defects for the shortest period of either five (5) years from the date of manufacture or in accordance with the Performance Guarantee with the Topy Warranty table of this section.
- 1.2 In the event of a Topy Rim or Wheel Base that is identified as having material Defects within the warranty Period for the wheel or rim category and application, the Supplier may at its option:
- refund an amount equal to the pro-rata value; or
  - deduct an amount equal to the pro-rata value from the value of a replacement Topy Wheel Base; or
  - repair the Topy Wheel Base pursuant to clause 3.1(a)(ii) of the General Conditions,

The refundable or deductible amount is calculated with the following formula:

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

**A** = performance guarantee

**B** = life achieved

**P** = price paid to Supplier for the purchase of a new Topy Wheel Base

**C** = compensation paid to Customer

- 1.3 Where the Supplier offers a remedy pursuant to clause 1.2(b) or 1.2(c) of this Annexure, the replacement or repaired Topy Wheel Base delivered to the Customer shall be free from defects, for the shortest period of either:
- 1,000 Hrs for Underground Service; or
  - 5,000 Hrs for Earthmover and Loader Service.

Topy Wheel & Rim Base Warranty						
Application Type	Category of good***	Type of good	Configuration	Size Range	Performance Guarantee (Hrs)**	Review Interval
Commercial Truck	WI,T,V,B	Standard	Wheel/Rim	15"-20"	2,000	n/a
Loader/Underground Service/Industrial	WI,GR,EM,EMH,EMR,EV,ESMR	Standard	Wheel/Rim	24"-45"	2,500	n/a
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	n/a
Earthmover	EU,EUSH,EUSS	Standard	Wheel	51"-63"	15,000	10,000 + 5,000
Earthmover	EU,EUSH,EUSS	Standard	Rim	51"-57"	5,000	n/a
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"-63"	30,000	15,000 + 15,000
Loader	EUS,EUSH	Standard	Wheel	51"-57"	10,000	5,000 + 5,000

\* Premium - Extended Warranty for premium goods is only offered on the condition that the Supplier is 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.  
 \*\*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.  
 \*\*\* Warranty for flanges, bead seat bands, lock rings and other securing components are not covered by this product Warranty.

**2. SUPPLIER WARRANTY FOR WHEEL & RIM BASE REPAIR**

- 2.1 Subject to clause 1.3 and 3.1(b) of the General Warranty, where a Service provided to a Third Party Product or Topy Rim or Wheel Base is a wheel or rim repair, the Supplier Warrants that the repair will be free from Defects, for the shortest period of either:
- 1,000 Hrs for Underground Service; or
  - 5,000 Hrs for Earthmover and Loader Service.

- Abnormal operating conditions which exceed those recommended in the applicable Tyre and Rim Association Manual or specifically authorized in writing by the Supplier;
- Any Defects caused by the Customer, its related entities or sub-contractors 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;
- Accumulation of foreign material of galling effect that may develop during the operation of the rim;
- Corrosion of the rim base resulting from exposure to hostile environments;
- Any Defects that occur where the appropriate Topy component is not applied to a Topy Wheel Base;
- Any Defects that occur where other brand components not otherwise approved by the Supplier which are used in conjunction with Topy products.

**3. LIMITATION OF CONSUMER RIGHTS FOR TOPY WHEEL & RIM BASES AND WHEEL & RIM REPAIR**

- 3.1 Pursuant to clause 4.2 of the General Warranty, damage to a Topy Rim or Wheel Base or a repaired wheel or rim as a result of any of the following conditions are specifically excluded from this Warranty:
- Abuse which includes but is not limited to vehicle overload, excessive speeds, or improper tyre inflation;



**ANNEXURE F**  
**B-Tag & B-Tag Patch or Pin**

**1. SUPPLIER WARRANTY FOR B-TAGS**

- 1.1 Despite clauses 1.2 and 3.1(a) of the General Warranty, where the Product supplied is a:
- (a) **'B-Tag'**, the Supplier Warrants that the Products supplied by it or its appointed distributors are free from Defects within the Warranty period for the shortest period of either:
    - (i) one (1) year from the date of installation; or
    - (ii) two (2) years from the date of purchase; or
  - (b) **'B-Tag Patch or Pin'**, the Supplier Warrants that the Products supplied by it or its appointed distributors are free from Defects within the Warranty period for the shortest period of either:
    - (i) the life of the Original Tyre in which it was installed; or
    - (ii) one (1) year from the date of installation;
- 1.2 Where the Defective Product is a B-Tag or a B-Tag Patch/Pin, the Supplier may at its option within the Warranty period:
- (i) replace the Products or supply the equivalent of the Products; or
  - (ii) repair of Products at no charge;

**2. LIMITATION OF CONSUMER RIGHTS FOR B-Tag or B-Tag Patch or Pin**

- 2.1 Pursuant to clause 4.2 of the General Warranty, damage to a B-Tag or to a B-Tag Patch or Pin as a result of any of the following conditions are specifically excluded from this Warranty:
- (a) Damage caused by improper use, installation and storage;
  - (b) Damage caused by machine trouble and tire failure;
  - (c) Damage caused by installation on other tire manufacturer's products;
  - (d) Damage caused by the Patch installed after one year from the date of production of the Patch;
  - (e) Damage caused by re-use of the Patch or re-use of the Pin; or
  - (f) Any other damage caused by Purchaser's or user's acts or omissions not in conformity with Bridgestone's specifications or instructions.
  - (g) The cost of removing and reinstalling any parts and any other service charges are payable by Purchaser.

**3. Definitions for Annexure F**

- 3.1 Unless the context otherwise requires, in this Warranty:
- (a) **Original Tyre** means the period of time until the original tire is deemed by Bridgestone to be out of service due to casing failure, road hazard or other tire damages, or by the use of or consumption of most of the original tread (i.e. a remaining tread depth at 1/4 point of the tread = zero (0) mm.). The life of the original tire will not include the extended life realised by re-treading the casing but may include the extended life realized by a repair of tire.