

# **OTR Standard Limited Warranty**

## For Off-The-Road Mining and Construction Tires

This Limited Warranty / Adjustment policy provides for tire replacement under specified conditions. This policy applies to Mining / Construction (off-the-road) tires used in normal service displaying warrantable conditions. Tires that became unserviceable or wear out because of neglect or mistreatment are excluded from Yokohama warranty coverage.

#### WARRANTY ELIGIBILITY

This warranty applies to every Yokohama Mining / Construction (off-the-road) tire bearing the Yokohama brand name and complete D.O.T. serial identification number and operated in normal use in the United States. Eligible tires must be on the vehicle on which they were originally installed, in conformance with the vehicle manufacturer's recommendations. This warranty applies only to the original tire purchaser, and is not transferrable to any other party. Tires are covered by this warranty for the life of the original usable tread down to 0/32 inch (0 mm) remaining, not to exceed 5 years (60 months) from date of purchase. This time period does not represent the expected service life for tires covered by this warranty.

#### WHAT IS NOT WARRANTED

Tires that have become unserviceable for the following reasons:

- Road hazard injuries or damages caused to the tire by obstacles and debris, such as cuts, punctures (whether repairable or not), snags, bruises, tears, or impact breaks.
- Improper inflation or other maintenance abuses.
- Improper mounting / dismounting procedures.
- Mechanical irregularities in the vehicle or wheel, such as bent wheel assemblies, misalignment, worn or faulty components.
- Accident, corrosion, vandalism, fire or damages caused by nature.
- · Equipment and handling injuries or damages.
- Tires that have been foam-filled or filled with a substance intended to replace air as an inflation medium.
- Misapplication, misuse, negligence, wheel or chain damage.

#### Additional Exclusions

- Tires not sold in the United States by Yokohama Tire Corporation.
- Tires presented for age- or weather-related damage that have been in service in excess of 5 years (60 months).
- Tires purchased more than 5 years (60 months) prior to presentation for warranty claim. Proof of purchase date is required; if not, date of manufacture will be used.
- Earthmover haulage or scraper tires operating in excess of the rated Ton-Mile-Per-Hour (TMPH) or Ton-Kilometer-Per-Hour (TKPH) factor.
- Earthmover loader tires operated in excess of the rated Work Capacity Factor (WCF).
- Improper storage.
- Tires operated with "O" rings not approved for use with Grader and Earthmover tires.
- Tires that have been retreaded.
- Tires that have been modified after leaving the factory (added buttress shoulders, regrooving, relugging, etc.).

#### WHAT IS WARRANTED

Tires that have become unserviceable for reasons other than stated in the previous section will be replaced in accordance with this warranty.

#### ADJUSTMENT POLICY

The customer will receive credit toward the purchase of a comparable new Yokohama tire according to the following formulas:

- OTR Tires (Excluding Loader Tires): Multiply the percent of tread depth remaining by original buying price.
- OTR Tires (Loader Tires Only): Use the lesser of the following tread depth and warranty period calculations:
  - 1. Multiply the percent of tread depth by original buying price.
  - 2. Multiply the percent of tire warranty period remaining by original buying price.

The customer pays full Federal, State and Local taxes applicable to the comparable new Yokohama tire, plus all mounting, balancing and other service charges. Tires are covered by this warranty for the life of the original usable tread down to 0/32 inch (0 mm) remaining, not to exceed 5 years (60 months) from date of purchase.

### YOKOHAMA'S OBLIGATIONS

Replacements qualifying under the warranty must be made by an authorized Yokohama dealer.

#### CUSTOMER'S OBLIGATIONS

The customer must present the warranty claim to an authorized Yokohama OTR tire dealer. If necessary, the tire dealer will request an on-site warranty tire inspection by a Yokohama service representative.

#### LIMITATIONS AND EXCLUSIONS

All implied warranties, including any warranty of merchantability or fitness for a particular purpose, are expressly limited to the duration of this written warranty. All obligations or liabilities for loss of time, inconvenience, loss of vehicle use or any other incidental or consequential damages are hereby excluded. Some states do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages so the above limitations or exclusions may not apply. This warranty gives the customer legal rights that may vary from state to state. The customer is advised to determine those rights for their local area and exercise them as required or deemed appropriate.