

Warranty

Passenger and Light Truck Replacement

Tire Limited Warranty

BFGOODRICH® PASSENGER AND LIGHT TRUCK REPLACEMENT TIRE LIMITED WARRANTY

To ensure your understanding of and compliance with the terms and conditions of this warranty, please read it carefully. It is essential that you also read and understand the safety and maintenance recommendations for tires contained in this Owner's Manual.

This warranty covers the original purchaser of BFGOODRICH® passenger and light truck replacement tires.

WHAT IS COVERED AND FOR HOW LONG?

<u>BFGoodrich passenger and light truck replacement tires that</u> are used in normal service on the vehicle on which they were originally fitted are covered as follows:

Workmanship and Materials

If there is a defect in workmanship and materials during the life of the original usable tread, or six (6) years from date of purchase (whichever comes first), your tire may be replaced on a pro rata basis under this warranty. After six (6) years or the wear of the original usable tread, whichever occurs first, all warranties, expressed or implied, expire.

The "date of purchase" refers to the date on your sales invoice. If you cannot find your sales invoice, the date will be calculated based on the date of manufacture which is molded on the sidewall of your tire.

The "life of the usable tread" refers to the original tread worn down evenly across the face of the tread to the level of the treadwear indicators, which is 2/32nds of an inch (1.6 mm) of tread remaining. Uneven wear is defined as a tread groove difference of 2/32nds of an inch or more across the face of the tread on the same tire

Treadwear

If the tire treadwear does not reach its mileage warranty a pro rata replacement of the tire may be available under this warranty.

In order to maintain the treadwear warranty on your tires, the tires must be rotated every 6,000 to 8,000 miles (10,000 -12,000 km), or as recommended by the vehicle manufacturer, whichever rotation period is less. Failure to rotate the tires as provided herein voids the treadwear warranty.

Note that if you use different size tires on the front and rear axles, your tires cannot be rotated as recommended by BFGoodrich. As a result, the mileage warranty on each rear tire will be half that specified.

WHAT IS NOT COVERED

This warranty does not cover tires damaged due to misuse, abuse or accident such as:

- Road hazards (e.g., cuts, snags, bruises, impact damage or punctures);
- Incorrect mounting of the tire, tire/wheel imbalance or improper repair;

- Misapplication, improper maintenance, racing, underinflation, overinflation or other abuse:
- Uneven or rapid wear which is caused by mechanical irregularity in the vehicle such as wheel misalignment (a measured tread difference of 2/32nds of an inch or more across the face of the tread on the same tire);
- Accident, fire, chemical corrosion, tire alteration or vandalism;
- Flat spotting caused by improper storage or brakelock;
- The addition of liquid, solid or gaseous materials other than air, nitrogen or carbon dioxide (for example, waterbase sealers or balancing substances);
- Minor cosmetic ozone or weather cracking;
- Use of BFGOODRICH tires that is inconsistent with the safety and/or maintenance information provided in your owner's manual.

Other limitations include but are not limited to the following:

- Failure to rotate your tires as recommended by BFGoodrich voids the treadwear warranty.
- The mileage warranty on each rear tire will be half that specified for tires that cannot be rotated as recommended by BFGoodrich because the tire size on the front axle of the vehicle is different from that on the rear axle.
- No treadwear warranty for tires used in commercial applications (such as mail carrier, taxi cab or ride sharing vehicles).
- DOT-approved competition tires are excluded from any mileage warranty.
- Winter tires must be used during winter months only. These include the months of September through April, defined as a period beginning on or after September 1st of a given year and ending no later than April 30th of the following year. BFGOODRICH® winter tires require documentation of the timing of the installation and removal of the tires each winter to maintain coverage under the limited warranty for treadwear.

WHAT WILL BFGOODRICH DO?

Workmanship/Materials

If a tire is covered, and 2/32nds of an inch (1.6mm) or less of the original tread is worn (or 25% or less, whichever is more beneficial to you), and it is within 12 months of the date of purchase, BFGoodrich will, free of charge, replace your tire with a comparable new BFGOODRICH® replacement tire, mount the tire, and balance the tire. You must pay the cost of any other service charges and applicable taxes.

If a tire is covered, and more than 2/32nds of an inch of original tread has been worn (or more than 25%, whichever is more beneficial to you), or it has been more than 12 months from the date of purchase, BFGoodrich will replace the tire with a comparable new BFGOODRICH replacement tire on a pro rata basis. This means that you will be responsible for paying a portion of the cost. The BFGoodrich tire retailer will determine the portion for which you will be responsible by multiplying the percentage of the original usable tread worn, by the current selling price at the adjustment location or the price in the current BFGoodrich Base Price List, whichever is lower. You also will be responsible for paying in-full the cost of mounting and balancing the tire, and the cost of any other service charges and applicable taxes.

Treadwear

If a tire is covered and wears out evenly across the face of the tread before delivering the warranted mileage, BFGoodrich will replace the tire with a comparable new BFGOODRICH® replacement tire on a pro rata basis. This means that you will be responsible for paying a portion of the cost. The BFGoodrich tire retailer will determine the portion for which you will be responsible by multiplying the percent of mileage received by the current actual selling price at the adjustment location or the price of the tire in the current BFGoodrich Base Price List, whichever is lower. You will be responsible for paying in-full the cost of mounting and balancing the tire, and the cost of any other service charges and applicable taxes.

Tires which wear out evenly before delivering the warranted mileage will be replaced on a pro rata basis only if:

- 1. You are the original purchaser of the tires, you own the vehicle on which they were originally installed, and the tires have been used only on that vehicle;
- 2. The tires have been rotated and inspected every 6,000-8,000 miles (10,000-12,000 km), or as specified by your vehicle manufacturer, whichever rotation period is less, and the attached Mounting and Rotation Service Record has been fully completed and signed.
- 3. The completed Service Record form, Original Owner/Tire Installation Information form, and the original Invoice are presented to a participating BFGoodrich tire retailer at the time of adjustment claim, and
- 4. The tires have not become unserviceable due to a condition listed under WHAT IS NOT COVERED.

HOW DO I GET A REPLACEMENT?

Take your tire to any BFGOODRICH tire retailer. The retailer will require that you provide one or more the following:

- 1. The vehicle on which the tire was used,
- 2. Personal identification (e.g. Driver's License),
- 3. Your vehicle registration,
- 4. Payment if you owe a pro rata share for the replacement,
- 5. A completed Service Record form, and Original Owner/Tire Installation Information Form,
- 6. Your original invoice and copy of this Owner's Manual, and/or
- 7. For treadwear replacement claims, documents showing that your tires have been rotated and inspected every 6,000-8,000 miles (10,000-12,000 km) or as specified by your vehicle manufacturer, whichever rotation period is less, and the attached Mounting and Rotation Service Record has been fully completed and signed.

WHAT CONDITIONS AND EXCLUSIONS APPLY?

This warranty does not provide compensation for loss of time, loss of use of vehicle, inconvenience or consequential damage. Some states do not allow the exclusion or limitation of incidental or consequential damages, so these limitations or exclusions may not apply to you.

This warranty limits the length of all express and implied claims. Some states do not allow limitations on how long an implied warranty lasts, so this limitation may not apply to you.

Tires presented for claim remain the property of the consumer, and BFGoodrich is not responsible for loss of or damage to tires which are in the custody or control of a BFGoodrich tire retailer for the purpose of inspection for warranty claims. In the event of a disputed claim, the consumer must make the tire available for further inspection. Tires accepted for claim become the property of BFGoodrich.

No BFGoodrich representative, employee or retailer has the authority to make or imply any representation, promise or agreement, which in any way varies the terms of this warranty. These limited warranties apply only in the United States and Canada.

This warranty gives the user specific legal rights, and the user may also have other rights which vary from state to state.

HOW DO I DISPUTE ISSUES CONCERNING THIS WARRANTY?

ALL CLAIMS ARISING FROM THIS LIMITED WARRANTY OR THE MARKETING, SALE OR PERFORMANCE OF THE PURCHASED PRODUCT AGAINST MICHELIN NORTH AMERICA, INC. AND ITS AGENTS, EMPLOYEES, DEALERS, AFFILIATES, PARENT OR SISTER CORPORATIONS, RELATED CORPORATE ENTITIES, PREDECESSORS, SUCCESSORS OR ASSIGNS (HEREINAFTER COLLECTIVELY "MICHELIN") SHALL BE SUBJECT TO BINDING ARBITRATION. You and Michelin acknowledge your and its right to litigate claims, disputes and controversies arising out of or in connection with this limited warranty or the marketing, sale or performance of the purchased product in court, but prefer to resolve any such claims, disputes and controversies through arbitration and hereby waive the right to litigate such claims, disputes and controversies in court upon election of arbitration by either party. Therefore, you and Michelin agree that all claims, disputes, and controversies between you and Michelin arising out of or in connection with this limited warranty, or any other warranties, express or implied, including a failure of warranty, or any claims arising out of or in connection with the marketing, sale or performance of the purchased product, including but not limited to claims for consumer fraud or brought under any consumer protection statute, but excluding claims for personal injury or property damage, shall be finally resolved solely by arbitration, upon election by either party, according to the formal dispute resolution procedures then in effect of the National Arbitration Forum, or if the National Arbitration Forum is no longer conducting such arbitrations, a successor organization thereto or such other private arbitration service as you and Michelin shall mutually agree (the actual authority involved, the "Arbitral Body"). The Arbitral Body shall decide the issues submitted in accordance herewith, provided that all substantive questions of law will be determined under the laws of the State in which you purchased the product at issue. You agree that no claim subject to arbitration shall be arbitrated as a class action, or on a class-wide or representative basis, or on behalf of the general public, or on behalf of other persons that may be similarly situated. You agree that you do not have the right to act as a private attorney general, a class representative, or to participate as a member of a class of claimants with any claim subject to arbitration. You further agree that no claim subject to arbitration shall be heard by a jury and that any judgment or award of the Arbitral Body will be final and not subject to judicial review. All arbitrations will be conducted as document hearings. Each party shall bear its own costs arising from and associated with the document hearing with the exception of the arbitrator's fee which will be borne by all parties in equal shares. If either party requests any procedures beyond a document hearing, the requesting party will be responsible for all fees, including filing and administrative fees, above

and beyond the fees required for document hearings. Any award of the arbitrator(s) may be entered as a judgment and shall be enforceable in any court of competent jurisdiction. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute.