

To be completed by Authorized Dealer  
**HERCULES LIMITED WARRANTY CLAIM FORM**

**Customer Information**

Original Sales Invoice Number \_\_\_\_\_  
Name (Please Print) \_\_\_\_\_  
First \_\_\_\_\_ MI \_\_\_\_\_ Last \_\_\_\_\_  
Street Address \_\_\_\_\_  
City \_\_\_\_\_ State/ \_\_\_\_\_ Zip/ \_\_\_\_\_  
Prov \_\_\_\_\_ Postal Code \_\_\_\_\_  
Email \_\_\_\_\_

**Vehicle Information**

Make \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_

**Tire Information**

Date Purchased \_\_\_\_\_  
Tire Size \_\_\_\_\_  
Tire Name \_\_\_\_\_  
Serial Number \_\_\_\_\_  
Serial Number \_\_\_\_\_  
Serial Number \_\_\_\_\_

**Dealer Information**

Name \_\_\_\_\_  
Street Address \_\_\_\_\_  
City \_\_\_\_\_ State/ \_\_\_\_\_ Zip/ \_\_\_\_\_  
Prov \_\_\_\_\_ Postal Code \_\_\_\_\_

Dealer: The original completed Information Section (or copy thereof) must be attached to the Company Limited Warranty Claim Form when submitting for credit reimbursement.

**Customer Notice**

Read Carefully Before Signing

- I hereby certify that all statements within this Hercules Limited Warranty Claim Form are factually correct. I also hereby certify that I am the original purchaser of the product described and that the product was not involved in any accident, personal injury, property damage or other loss. I accept the adjustment in lieu of all further claims. I also understand that the product returned becomes the property of Hercules Tire & Rubber Company.

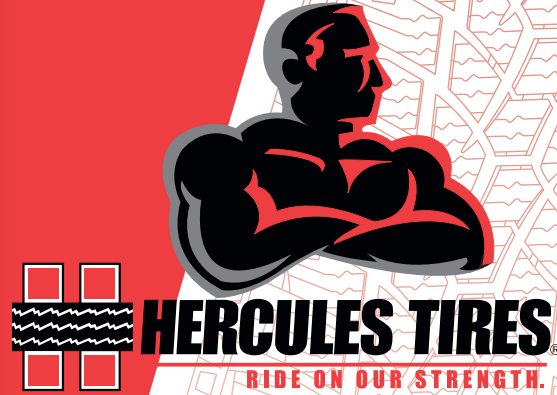
Signature \_\_\_\_\_

Date \_\_\_\_\_



*Hercules Tires® is a brand of the Hercules Tire & Rubber Company.*

**LIMITED WARRANTY**



**Passenger, Light Truck and SUV Tire Limited Warranty and Adjustment Policy**

Includes all applicable information on Mileage Warranty and Road Hazard.

# LIMITED WARRANTY

## HERCULES WARRANTY PROGRAM

(Applicable in the United States and Canada only.)

Congratulations, you have just purchased what we believe is the finest value available in the tire industry. We are proud of the quality and performance of the wide range of Hercules Tires products, and we realize that your continued satisfaction is essential to our success. Millions of Hercules tires are on the road right now delivering long mileage and outstanding performance. These tires are backed by a support network of thousands of dealers worldwide. Additionally, Hercules offers a unique protection plan to ensure you'll never be caught in a town without a Hercules dealer in the unlikely event that you would need a warranty adjustment.

THIS WARRANTY AND ADJUSTMENT POLICY IS NOT A WARRANTY THAT YOUR TIRE WILL NOT FAIL OR BECOME UNSERVICEABLE IF NEGLECTED OR MISTREATED.

### IMPORTANT

The following contains important warranty information which you must have in order to obtain a warranty adjustment. This warranty information also includes the Hercules Road Hazard Warranty Program and the Hercules Mileage Warranty Program. We suggest you keep this in the glove box of your car at all times. In the unlikely event that you ever need to request a warranty adjustment, present this to your Hercules dealer, and they will have all the information needed to promptly address your request.

### ELIGIBILITY

Eligible tires are covered by this Limited Warranty and Adjustment Policy for a minimum of 36 months from the date of original tire manufacture date or purchase date. (Without proof of purchase, date of manufacture will be used to determine age.)

This Limited Warranty and Adjustment Policy applies to the original owner of new Hercules Tires branded SUV/P-Metric/Light Truck and Passenger tires that are new replacement market tires bearing the Hercules Tires brand name and D.O.T. Tire Identification Number, operated in normal service, and used on the same vehicle on which they were originally installed according to the vehicle manufacturer's recommendations. Additionally, tires used in commercial service including, but not limited to, taxicabs, police cars, emergency vehicles and non-passenger service vehicles are not eligible for the Road Hazard and Mileage Warranty Coverage set forth in this Limited Warranty and Adjustment Policy. Tire(s) on any vehicle registered and normally operated outside the United States and Canada are excluded from eligibility under this Limited Warranty and Adjustment Policy.

**Please Print Clearly**  
To be completed by Authorized Dealer

<b>(Sold by)</b>	
<b>Dealer Name</b>	
<b>Address</b>	
<b>City</b>	<b>State/Prov</b>
<b>Customer Name</b>	<b>Zip/Postal Code</b>
<b>Address</b>	
<b>City</b>	<b>State/Prov</b>
	<b>Zip/Postal Code</b>

<b>PSI</b>	<b>PSI</b>
<b>FRONT</b>	<b>REAR</b>
<b>Tire inflation per Vehicle Placard</b>	

<b>Vehicle</b>
<b>Model</b>
<b>Year</b>

<b>Qty</b>
<b>Size</b>
<b>Design</b>
<b>Date</b>
<b>Dealer's Invoice #</b>
<b>Salesperson</b>

TREAD WEAROUT COVERAGE ROTATION SCHEDULE VALID ONLY IN THE UNITED STATES AND CANADA  
To be completed by Authorized Service Technician  
**Rotation Schedule - Must be maintained and updated to receive coverage.**

Rotation Miles/KM	Date	Odometer Reading	Rotation Miles/KM	Date	Odometer Reading

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Odometer at Wearout																																			

## **PASSENGER CAR TIRES**

When used in normal noncommercial passenger car service, tires which become unserviceable due to defects in workmanship and material will be replaced on a “no charge” basis during the first 2/32nds of an inch (1.6mm) of original useable tread. The cost of mounting, balancing and any other service charges including applicable taxes are excluded from reimbursement. Thereafter, the adjustment replacement price will be based upon tread wear prorated upon the basis of the original purchase price. Passenger car tires are considered 100% worn when the remaining tread depth is 2/32nds of an inch or less. BLEMISH passenger car tires are not adjustable. Out of balance, out of round or ride disturbance tire adjustments will only be made during the first 2/32nds of an inch of the original useable tread depth. Three (3) or more tires from the same vehicle will not be accepted. All Hercules passenger car tire adjustments will be subject to and made in conformity with the following conditions and exclusions of the Hercules Limited Warranty.

## **LIGHT TRUCK TIRES**

Hercules light truck tires which become unserviceable due to defects in workmanship and material will be considered adjustable according to the following terms of this Limited Warranty. BLEMISH truck tires are not adjustable. All Hercules truck tire adjustments will be subject to and made in conformity with the following conditions and exclusions of the Hercules Limited Warranty.

## **ROAD HAZARD PROTECTION**

This Road Hazard Coverage is offered upon the purchase of any new Hercules Tires branded SUV/P-Metric/Light Truck and passenger tire purchased in Canada or the United States to promote goodwill and is not a warranty that your tire will not fail or become unserviceable due to a road hazard injury. This Road Hazard Coverage is a prorated two (2) year protection plan that applies to all Hercules Tires brand tires as mentioned above that are purchased new from an authorized Hercules Tires dealer and is valid under the certain specified conditions as detailed below.

This warranty is valid from the date of purchase for two (2) years or when the tire reaches 50% of useable tread depth, whichever comes first. When an eligible tire is damaged during the first 2/32nds of an inch (1.6mm) of treadwear or first 12 months from date of purchase, whichever came first, the tire will be replaced with a comparable Hercules Tires brand tire free of charge.

This warranty provides credit based upon 50% of remaining usable tread at the time of failure due to road hazard. “Usable Tread” is defined as the original tread depth of a tire less 2/32nds of an inch. Credit is prorated based on a tire’s tread depth of between 2/32nds and 50% of treadwear.

When the tire has 2/32nds of an inch or less in tread depth, it is considered worn out.

## **ROAD HAZARD EXCLUSIONS**

This Road Hazard protection excludes Hercules Tires Medium Truck tires. All exclusions described under the section of “What is not covered” within this Limited Warranty and other exclusions include, but are not limited to, effects caused by:

1. A tire that is damaged /failed due to vandalism.
2. A tire that is damaged /failed due to an accident.
3. A tire that is damaged /failed due to commercial, industrial or agricultural use.
4. A tire that is damaged /failed due to racing.
5. A tire that is damaged /failed due to off-road use.
6. A tire that is damaged /failed due to snow chains or studs.
7. A tire that is damaged /failed due to rapid or irregular wear.
8. A tire that is damaged /failed due to wear from worn mechanical components on the vehicle.
9. Tires transferred from the vehicle on which they were originally installed.
10. Loss of time, inconvenience, loss of use of vehicle or consequential damage.
11. Any tires used on any emergency response vehicle.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply.

Adjustment procedures are described in the Owner’s General Obligation section.

**IMPORTANT SAFETY NOTICE: IF THE TIRE OWNER ABUSES THE TIRES BY FAILING TO OBSERVE SAFETY WARNINGS AND TO MAINTAIN PROPER INFLATION PRESSURE, VEHICLE ALIGNMENT AND TIRE ROTATION, EXPECTED TIRE PERFORMANCE AND LIFE MAY NOT BE ACHIEVED, AND YOUR SAFETY CANNOT BE ENSURED.**

Hercules Tire cares about your safety and your tires. Please drive responsibly and maintain your vehicle properly. Visit our website for important tire safety tips provided by the Rubber Manufacturers’ Association. We encourage every consumer to “Be Tire Smart, Play Your P.A.R.T.” by understanding and practicing the additional tire To be eligible, you need to present your original tire sales invoice showing date of purchase, along with this Limited Warranty and Adjustment Policy, with the Information Section completed. You are responsible for payment of all applicable taxes, demounting, mounting and balancing charges set forth under this Coverage. You are also responsible for payment of local tire disposal fees and any

parts or service regardless of mileage or months of service. This includes payment for tire rotation, alignment, towing, road service and valve stems and all applicable taxes.

Tires replaced on an adjustment basis become the property of the Company. You will be required to sign the Hercules Limited Warranty Claim Form.

## HERCULES LINE COVERAGE MILEAGE WARRANTY & ROAD HAZARD

### Mileage Warranty

If the tire wears down to the treadwear indicator bars (2/32") and the tire has not delivered the warranted miles, Hercules Tire will provide a pro-rated adjustment based on actual mileage delivered. The cost of mounting, balancing and any other service charges including applicable taxes are excluded from reimbursement.

HERCULES	MILEAGE WARRANTY (Mile/KM)	ROAD HAZARD
Performance		
Raptis WR1	35,000/55,000	YES
Raptis VR1	40,000/65,000	YES
Raptis HR1	40,000/65,000	YES
Raptis TR1	40,000/65,000	YES
H/P 4000	40,000/65,000	YES
Touring		
Ultra Tour LE VR	60,000/100,000	YES
Ultra Tour LE HR	65,000/105,000	YES
Roadtour <sup>655</sup> VR	50,000/80,000	YES
Roadtour <sup>655</sup> HR	50,000/80,000	YES
Roadtour <sup>655</sup> TR	60,000/100,000	YES
Tour 4.0 plus	55,000/90,000	YES
MRX Plus V	40,000/65,000	YES
MRX Plus IV	40,000/65,000	YES
CUV/SUV/Light Truck		
Roadtour <sup>XUV</sup> HR	50,000/80,000	YES
Roadtour <sup>XUV</sup> TR	60,000/100,000	YES
Terra Trac SUV	60,000/100,000	YES
Terra Trac HTS (SUV)	50,000/80,000	YES
Terra Trac HTS (LT)	45,000/75,000	YES
Terra Trac H/T	35,000/55,000	YES
MR IV SUV	40,000/65,000	YES
Terra Trac AT II	60,000/100,000	YES
Terra Trac A/T	50,000/80,000	YES
All Trac A/T	40,000/65,000	YES
Terra Trac D/T	N/A	YES
Terra Trac R/S	N/A	YES
Trail Digger M/T	N/A	NO
Terra Trac Radial Rib	40,000/65,000	NO
Power C/V	N/A	NO
Winter		
Avalanche X-Treme Passenger	N/A	YES
Avalanche X-Treme SUV	N/A	YES
Avalanche X-Treme Light Truck	N/A	YES
HSI-S	N/A	YES
HSI-L	N/A	YES
Specialty Applications		
Power STR Radial Trailer	N/A	NO
Bias Trailer LPT	N/A	NO
HDT Bias Lug	N/A	NO
Super Express	N/A	NO

## **WHAT IS NOT COVERED BY THIS LIMITED WARRANTY**

THE FOLLOWING ARE NOT COVERED:

- Hercules Tire & Rubber Company Inc. does not warrant any repaired or “blem” tire.
- Road hazard: Also see exclusions under the Road Hazard Policy.
- Improper operation or maintenance: This includes, but is not limited to, effects caused by:
  - a) Improper tire inflation and/or improper load/speed practices.
  - b) Improper or insufficient tire rotation.

Any tire with premature or irregular wear caused by failing to follow the recommended tire rotation pattern and/or mileage intervals as delineated by this Limited Warranty and Adjustment Policy.

Wear due to improper vehicle alignment including but not limited to, uneven, cupping, irregular, spotty, and feathering wear.

Damage due to:

- Rim irregularities or rim damage.
- Snow chains.
- Vehicle mechanical problems, including brake problems, and vehicle wheel alignment.
- Extreme temperature exposure.
- Negligent and abusive driving such as tire spinning, or racing.
- Improper tire storage.
- Automotive accident.
- Chemical corrosion or fire.
- Use contrary to the vehicle manufacturer’s tire recommendations.
- Improper stud size and/or installation.
- Improper mounting or demounting.
- Alteration: such as, but not limited to, adding a white inlay on blackwall, tread regrooving, tire truing or siping, or adding sealant materials to the tire.
- Weather checking/cracking: not covered after 24 months from the date of purchase.

## **HERCULES’ OBLIGATIONS**

Replacement of Eligible Tires will be made by any Hercules Tires brand authorized dealer or vehicle dealer authorized to handle Hercules Tires brand tire adjustments (“Authorized Dealer”). Hercules will replace the tire pursuant to the terms of this Limited Warranty and Adjustment Policy. Tires that are replaced under an adjustment basis under this Limited Warranty and Adjustment Policy become the property of HERCULES.

## **OWNER'S OBLIGATIONS**

To make an eligible claim under this Limited Warranty and Adjustment Policy, the owner must present a claim with the tire to an Authorized Dealer. For the nearest Authorized Dealer, consult the Yellow Pages, the Hercules Tires brand internet address, or the telephone numbers shown on the back of this Limited Warranty and Adjustment Policy. Owner must present an original tire sales invoice indicating the date of purchase. Owner will be required to sign the Hercules Limited Warranty Claim Form. Owner is responsible for paying all applicable taxes set forth under this Limited Warranty and Adjustment Policy. Owner is also responsible for paying local tire disposal fees and any parts or service regardless of mileage or months of service. This includes payment for tire rotation, alignment, towing, road service, valve stems and tire repair. Owner is responsible for maintaining proper tire air pressure and for proper maintenance of the tire. Under the Mileage Coverage portion of this Limited Warranty and Adjustment Policy owner must present a claim with the original customer copy of an up-to-date Mileage Coverage Rotation Schedule, which is printed in this Limited Warranty and Adjustment Policy. Owner must rotate tires at least every 6,000 to 8,000 miles (10-13,000 kilometers) or sooner if uneven tread wear begins to appear.

## **CONDITIONS AND EXCLUSIONS**

The Limited Warranty described herein applies only to tires purchased in the United States or Canada. No representative, agent or employee of Hercules or its dealers has any authority to make any representation, promise, agreement or change to this Limited Warranty except as specifically stated herein. Passenger tires purchased prior to six years before the date you present them for warranty adjustment are excluded.

## **PASSENGER CAR TIRES**

Hercules Tires passenger car tires which become unserviceable because of the following conditions are excluded from Limited Warranty coverage and are not subject to adjustment: tires run flat, underinflated or overloaded (refer to information molded on tire sidewalls and vehicle manufacturer's recommended load tables), tires worn unevenly or rapidly due to misalignment, improper mounting or other mechanical irregularity, repairable punctures, tires misused or abused, vandalism, loss from fire, wreck or collision, tires used in other than normal passenger car service (normal passenger car service includes tires used in normal passenger car service by the original owner in the furtherance of his trade or business but excludes the use of the tire in truck, racing, off the highway service, campers, emergency response vehicles or on vehicles which are leased or for hire, including taxis, limousines or similar vehicles), tires concerning which recommended maintenance has not been performed by the user.



## **LIGHT TRUCK TIRES**

Hercules Tires light truck tires removed from service because of the following conditions are excluded from this Limited Warranty coverage and are not subject to adjustment: cuts, snags, punctures, tires run flat or underinflated, tires worn unevenly or rapidly due to misalignment, improper mounting or other mechanical irregularity, tires misused or abused, vandalism, loss from fire, wreck or collision, tires used in other than normal service including improper load and inflation (refer to information molded on tire sidewalls and vehicle manufacturer's recommended load tables), tires concerning which recommended maintenance has not been performed by the user.

## **USAGE OF PRODUCT**

This Limited Warranty applies only to tires which are equivalent in size and load range rating to the size and load range rating recommended by the manufacturer of the vehicle on which the tires are mounted and operated in accordance with the vehicle manufacturer's recommendations.

## **GENERAL**

All tire adjustments under this Limited Warranty are CONTINGENT upon:

- a. Completion of the Registration and Limited Warranty forms at the time of sale, and
- b. The subject tire not having been mounted on any other vehicle than on that on which it was first mounted.
- c. The claim being presented by the original purchaser of the subject tire.
- d. Copy of original invoice. You must also present personal identification (e.g., driver's license) and vehicle registration upon request and must make the vehicle on which the tires were mounted available for inspection.

No adjustment pursuant to this Limited Warranty shall in any way be determined or construed as an admission or indication on the part of Hercules or on any other party that any tire or tube adjusted or determined to be adjustable is in fact either defective in workmanship and/or material, or poor or merchantable quality or in any way unfit for the use for which it was intended, or serve to set a precedent for any further adjustment. This Limited Warranty specifically excludes and does not cover you for any loss of time, loss of use of the vehicle, or any incidental or consequential damages relating to the quality, condition or performance of the product. Some states and provinces do not allow the exclusion or limitation of incidental or consequential damages so the above exclusion may not apply to you.



HERCULES TIRE & RUBBER COMPANY RESERVES THE RIGHT TO THE FINAL INSPECTION DECISION FOR ALL RETURNED TIRES. THIS LIMITED WARRANTY AND ADJUSTMENT POLICY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. HERCULES EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SOME U.S. STATES AND/OR CANADIAN PROVINCES DO NOT ALLOW LIMITATIONS ON THE DURATION OF AN IMPLIED WARRANTY, SO THE ABOVE MAY NOT APPLY TO YOU. TO THE EXTENT PERMITTED BY LAW, HERCULES DISCLAIMS LIABILITY FOR ALL CONSEQUENTIAL AND INCIDENTAL DAMAGES. THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY. SOME U.S. STATES AND/OR CANADIAN PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM U.S. STATE TO STATE OR CANADIAN PROVINCE TO PROVINCE. THIS IS THE ONLY EXPRESSED WARRANTY MADE BY HERCULES. NO HERCULES EMPLOYEE, RETAILER, OR DEALER HAS THE AUTHORITY TO MAKE ANY WARRANTY, REPRESENTATION, PROMISE OR AGREEMENT ON BEHALF OF HERCULES EXCEPT AS EXPRESSLY WRITTEN IN THIS LIMITED WARRANTY AND ADJUSTMENT POLICY. IN OBSERVANCE OF U.S. FEDERAL LAW, THIS LIMITED WARRANTY AND ADJUSTMENT POLICY HAS BEEN DESIGNATED A "LIMITED WARRANTY." HERCULES DOES NOT INTEND TO REPRESENT THROUGH THIS LIMITED WARRANTY AND ADJUSTMENT POLICY THAT TIRE FAILURES CAN OR CANNOT HAPPEN.



## **ARBITRATION CLAUSE**

ALL CLAIMS ARISING OUT OF THIS LIMITED WARRANTY OR THE MARKETING, SALE OR PERFORMANCE OF THE PURCHASED TIRE(S) AGAINST HERCULES, ITS SUPPLIERS, DEALERS OR ANY OF THEIR AFFILIATES OR ANY OF THEIR AGENTS, EMPLOYEES, OFFICERS OR DIRECTORS (collectively for the purposes of this paragraph "Hercules") SHALL BE SUBJECT TO BINDING ARBITRATION.

You acknowledge that your agreement to subject any claim described above means that you waive and forego any rights you may otherwise have to litigate your claim in a court of law and that you freely choose to resolve any such claim by arbitration upon election of arbitration by you or by Hercules. You agree further that no claim described above shall be litigated or arbitrated as a class action or on a class wide or representative basis or on behalf of the general public. You agree that any judgment or award of the arbitrator(s) will be final and not subject to judicial review. You recognize and agree that the arbitrator(s) shall have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be specifically required by statute.

## **ADJUSTMENT POLICY**

If found adjustable, a Hercules Tires dealer will promptly replace the tire with a tire of like quality, and the replacement charge will be determined by multiplying the consumer's original purchase price (as verified by consumer's invoice) or at the selling price established by the adjusting dealer by the percentage of original tread depth worn from the tire (the original purchase price does not include local, state taxes or Federal Excise Tax). Hercules may, at its option, make a proportionate refund in lieu of replacing an adjustment tire. ANY ADDITIONAL CHARGES FOR LOCAL TAXES, MOUNTING, BALANCING, OR A HIGHER PRICED TIRE ACCEPTED AS A REPLACEMENT SHALL BE PAID BY THE CONSUMER.

## **ADJUSTMENT PROCEDURES**

Unserviceable Hercules tires adjustable under the terms of this Limited Warranty should be returned to a Hercules Tires dealer. Hercules Tires dealers should be located in the following manner:

1. Check the local Yellow Pages under "Tires."
2. Check National Distributor Directory for the nearest Hercules Distributor. Call the nearest Distributor. They can tell you where the nearest dealer would be located.