



Bridgestone Americas Tire Operations
OTR Group

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Effective January 1st, 2015

Limited Workmanship/Material Cap Warranty for Firestone Giant Loader Tires (GLT)

Manufacturer: Bridgestone Americas Tire Operations, LLC (BATO)

A. Covered Tires and Limited Pro Rata Service Hour Warranty:

Subject to the terms, conditions, limitations and exclusions stated herein, BATO warrants that the Firestone branded Giant Loader Tires in the following covered tire sizes will provide the hours of service listed below:

| Covered Tire Size | Total Hours of Service |
|-------------------------|------------------------|
| 50/80-57 68PR SRG DT L4 | 4,000 |
| 53.5/85-57 76PR SDT L5 | 4,000 |
| 58/85-57 84PR SRG DT L4 | 3,500 |
| 70/70-57 84PR SRG DT L4 | 2,000 |

- Hours in service shall be measured using engine hours from the loader(s) on which a covered tire was installed. The following information must be kept available for inspection by BATO's representative:
 - Serial number of each mounted tire
 - Date of mounting and demounting
 - Vehicle number and mounted position
 - Gross engine hours on each wheel position while mounted
 - History of rotations and any repairs with remaining tread depth at each demounting
 - Reason for permanent removal from use or service
 - Total gross engine hours run on each tire
 - History of inflation pressure measurements and corrections
- Hours in service apply based on total cumulative hours of fitment on all wheel positions, with or without tire chains.
- If a tire does not achieve the warranted hours of service, BATO will compensate on a pro rata basis using the following formula:

$$\text{Compensation} = \frac{(\text{warranted service hours} - \text{actual service hours}) \times \text{Original Purchase Price}}{\text{warranted service hours}}$$

Example:

A 50/80-57 tire is removed at 3,000 hours for a workmanship/material condition.

$$\text{Compensation} = \frac{(4,000 \text{ service hour warranty} - 3,000 \text{ actual service hours}) \times \text{Original Price}}{4,000 \text{ hour cap warranty}}$$

$$\text{Compensation} = (25\%) \times \text{Original Purchase Price}$$

- BATO reserves the right to review and amend warranted service hours.
- Gross engine hours achieved following repairs are to be included in the calculation of the tire service hours. (BATO is not responsible for the cost of any repairs).

B. Terms, Conditions, Limitations, and Exclusions:

- This limited warranty applies exclusively to the above listed tire sizes sold through an authorized BATO distributor.
- This limited warranty is applicable to the original purchaser and is not assignable to subsequent purchasers.
- Regardless of the hours in service, this warranty expires five years (60 months) from date of tire manufacture.

4. The tires shall be used under the following conditions:
 - Cold inflation pressure must be maintained as directed by the authorized BATO distributor and should be checked on a daily basis.
 - Tires must be rotated as directed by the authorized BATO distributor.
5. This limited warranty does not cover the following:
 - Tires that are worn out in the tread
 - Retreaded tires
 - Road hazard damage (tread cut, sidewall cut, cut separation, cut burst, impacts, etc.)
 - Tires operated outside the tire or vehicle manufacturer's specifications
 - Heat separation damage
 - Irregular wearing or rapid tread wear
 - Improper mounting or demounting damage
 - Damage caused by improper or damaged rims and o-rings
 - Tires damaged by running flat or under-inflated
 - Tires damaged by fire, oil, grease or other corrosive materials
 - Damage from abnormal terrain or road conditions
 - Damage resulting from overloading
 - Damage resulting from misalignment or imbalance of wheels/rims
 - Damage resulting from willful damage
 - Damage resulting from water or other material entrapped inside the tire
 - Tire branded or marked "Non-Adjustable (N/A) or "Blemished" (Blem), or previously adjusted.
 - Tires that have been removed from service due to a repair failure
 - Tires mounted on non-approved rims (see BATO Technical Bulletin)
 - Any modifications to the tire (added buttress shoulders, regrooving, relugging, etc)
 - Damage due to use of mismatched or non-approved tires (Example: Use of haulage tires in loader applications)
6. Demounted or scrapped tires covered under this warranty must be kept at mine site until a BATO approved representative has evaluated them. Disposal of tires is the sole responsibility of the end user.
7. Final determination of warrantable condition and related compensation is subject to approval by BATO.

OBTAINING WARRANTY SERVICE: If the warranted product is not functioning properly, please contact the BATO distributor or BATO Authorized Service Provider located in your area. A BATO representative or BATO Authorized Service Provider will help determine whether your product requires warranty service. Service will be limited to the options available in the country where service is requested or restricted to the country where the product was purchased. Service options, parts availability and response times will vary according to country. You are responsible for shipping and handling charges if the product cannot be serviced in the country it is in.

LIMITATION OF LIABILITY: THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, WHICH EXTEND BEYOND THIS WARRANTY. THIS LIMITED WARRANTY SHALL BE THE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST BATO, AND BATO SHALL NOT BE LIABLE TO OWNER OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, THE LOSS OF GOODWILL, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS, INTERRUPTION OF BUSINESS, LOSS OF PROFITS OR DAMAGE TO OR LOSS OF USE OF EQUIPMENT, EVEN IF NOTIFICATION HAS BEEN GIVEN AS TO THE POSSIBILITY OF ANY SUCH DAMAGES. BATO SPECIFICALLY DISCLAIMS ALL LIABILITY, UNDER ANY THEORY OF LAW, ARISING OUT OF THE INSTALLATION OR PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS OR PARTS NOT FURNISHED BY BATO. THIS LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES OR GUARANTEES WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING AND WITHOUT LIMITATION, WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. THE TERMS OF THIS LIMITED WARRANTY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TENNESSEE WITHOUT REGARD TO CONFLICT OF LAWS RULES. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS DOES NOT APPLY TO THIS LIMITED WARRANTY. ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS LIMITED WARRANTY OR BREACH THEREOF SHALL BE LITIGATED ONLY IN THE STATE OR FEDERAL COURTS LOCATED IN NASHVILLE, TENNESSEE. IN CONNECTION WITH THE FOREGOING, THE PURCHASER CONSENTS TO THE JURISDICTION AND VENUE OF SUCH COURTS AND EXPRESSLY WAIVES ANY CLAIMS OR DEFENSES OF LACK OF JURISDICTION OR PROPER VENUE BY SUCH COURTS.