



BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC (BATO)

## COVERED BIAS PLY TIRES

This Limited Warranty covers new original-tread Firestone brand construction tires (R-4, F-3, I-3, NHS) purchased or manufactured after January 1, 2009, used in normal construction service. It does not cover tires marked "NO ADJ" or "NA" (nonadjustable) or tires not containing the Firestone serial number. Tires branded DT (damaged tire) are not adjustable for appearance. **NOTE: For radial tires, please refer to the Firestone Radial Warranty for adjustment warranty information.**

## WHAT IS WARRANTED

Subject to the terms and conditions of this Limited Warranty, any covered tire that becomes unusable for any reason within the manufacturer's control, before wearing down to 2/32" of the original tread or bar depth remaining, shall be replaced with an equivalent new Firestone construction tire on a pro rata basis.

This Limited Warranty is in addition to, and/or may be limited by, any other applicable written warranty you may have received concerning special tires or situations.

## WHAT IS NOT WARRANTED

Unusable tires caused by:

1. Field or road hazards (e.g., cut, snag, puncture, stubble damage, impact break, tear or chunk in tread, bar or shoulder);
2. Overloading, improper inflation pressure or abuse;
3. Wheel misalignment, rim slip, tire/wheel assembly imbalance, mismatching of adjacent tires, or other vehicle conditions, defects or characteristics;
4. Abnormal stress from land leveling or earth moving operations;
5. Improper repair or improper insertion of sealant, balancing or filler materials;
6. Intentional alteration of either the appearance or the physical characteristics of the tire;
7. Improper maintenance, improper mounting, improper storage or conditions that cause accelerated aging; and
8. Failure to observe any of the "Owner-User's Obligations" published by Firestone



## LIMITED WARRANTY PERIOD AND COMMERCIAL ADJUSTMENT POLICY

Tires are adjustable for ride-related conditions only during the first six months of service and before 1/32" of tread wear.

Tires that become unusable during the first year of service (proof-of-purchase must be attached to claim form) and worn less than 10% of the original tread, will be replaced without charge.

Tires that become unusable after the first year of service or worn beyond 10% of the original tread, will be replaced on a pro rata basis according to the schedule below. To determine the replacement price, the appropriate pro rata percentage is multiplied by the owner-user's regular buying price. Appropriate taxes, mounting or other service charges are not covered by the warranty and will be added to the pro rata replacement price.

The replacement price will be prorated based on years of service from the original purchase date if proof-of-purchase is attached to claim form, or if proof-of-purchase is not available or if tire was not purchased new, then based on years from date of manufacture which is molded into the sidewall of the tire.

Years of Service or Age During	If Worn Less Than	Pro Rata Collection
2nd Year	20%	20%
3rd Year	40%	40%
4th Year	50%	50%
5th Year	60%	60%
6th Year	70%	70%
7th Year	80%	80%
8th Year	90%	90%
After the end of the 8th Year, coverage expires		100%

### CONDITIONS AND EXCLUSIONS

**THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH EXTEND BEYOND THIS WARRANTY.**

BATO specifically excludes any obligation for consequential damages or incidental expenses including claims for loss of use of the vehicle on which the covered tires are installed, loss of time, inconvenience, or commercial loss. Under no circumstances will BATO, its parent, subsidiaries or affiliated entities, be liable and expressly disclaim liability for any special, exemplary, indirect, incidental, contingent, consequential and punitive damages, for any cause of action, whether in warranty, contract, tort, strict liability or otherwise, of any kind or nature,



including without limitation, loss of time or actual or anticipated profits, revenues, or business, loss of use of products or any associated equipment, cost of capital, facilities, substitute products or services, downtime, delay or slowdown costs, spoilage of material, or for any other economic loss, or inconvenience, whether or not either party was aware or should have been aware of the possibility of such loss or damages.

This Limited Warranty gives you specific legal rights. You may also have other rights that may vary from state-to-state. Some states do not allow limitations on how long an implied warranty lasts or allow the exclusion or limitation of incidental or consequential damages. The above limitation or exclusion may not apply to you.

Only the actual owner-user of the covered tires may make an adjustment claim under this Limited Warranty and Commercial Adjustment Policy and only for tires used in the 50 United States and the District of Columbia.

#### OWNER-USER'S OBLIGATIONS

Proper tire care is necessary to obtain maximum usage and wear.

The owner-user's obligations are to operate tires within tire load and speed limits (at cold air pressures specified by Bridgestone Americas Tire Operations, LLC for load and speed according to individual tire size, type, and load capacity) and to maintain proper alignment of wheels.

In case of an adjustment claim, the owner-user must present the tire to an authorized Firestone dealer or store, complete and sign the customer section of the adjustment claim form, attach to the claim form a copy of the proof-of-purchase showing the date the tire was purchased new or proof-of-purchase of the new construction equipment that the tire came on, and pay the appropriate replacement price, taxes and service charges for a new, current equivalent Firestone brand tire.

The obligation of Bridgestone Americas Tire Operations, LLC under this Limited Warranty and Commercial Adjustment Policy may not be enlarged or altered by anyone.

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