

On all Bias Tyres



## Limited warranty

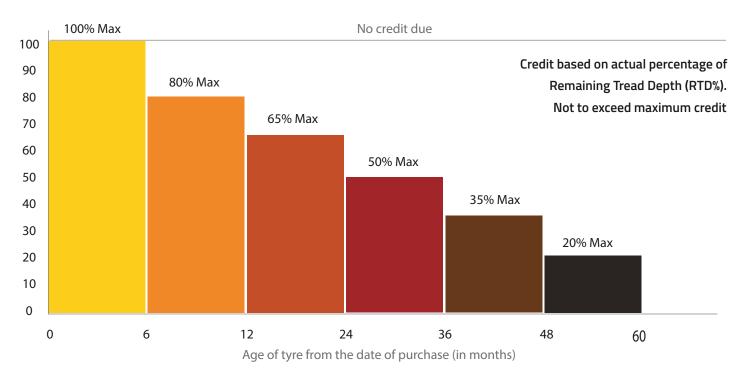
This limited warranty covers ASCENSO branded Bias tyres that are sold in Europe, Australia, New Zealand, Asia Pacific, Middle East, Africa and Latin America Markets, are manufactured on or after April 1, 2020 and meet the following criteria:

## Eligibility

- Every tyre bearing the name ASCENSO and with a complete DOT codes moulded in the sidewall is warranted to be free from manufacturing defects within the manufacturer's control.
- Products with at least 2 mm of tread remaining.
- The replacement percentage will be multiplied by the original purchase price of the tyre (excluding any taxes or duties) to determine the amount of reimbursement to be applied. Such reimbursement must be applied towards the purchase price of the replacement tyre in effect at the time of adjustment.
- All adjusted tyres will be disabled, and the DOT codes will be removed. The customer is responsible for the disposal of all adjusted tyres.
- This warranty coverage is for tyres used within published design specifications for ASCENSO tyres. Any use outside such specifications automatically voids the warranty. Please consult ASCENSO data books or maintenance manuals for design specifications.
- This warranty does not apply to used or 'NA' (not adjustable) tyres.
- If an examination by an authorized ASCENSO representative shows that any such tyre failed as a result of
  manufacturing defects, either it will be, at the option of ASCENSO, repaired at no charge or a reimbursement will be
  issued towards the purchase price of a replacement tyre being comparable with the ASCENSO product. This
  reimbursement will be determined by applying the lesser of the percentage of remaining tread depth (RTD%) and
  the maximum age-based reimbursement shown in the graph displayed below.

## Bias Agriculture, Industrial & Earthmover tyres:

amount of credit to customer for manufacturing defects



## **Time period**

This warranty applies to a maximum period of 5 years (60 months) from the date of purchase of a tyre. If no invoice or documentation of the purchase can be provided, the date of manufacture will be used to determine the warranty.

## Limitations

- This limited warranty is applicable to the original purchaser and is not assignable to subsequent purchasers.
- No ASCENSO dealer, agent, or representative has the authority to make or imply any representation, promise or agreement which in any way varies or extends the terms of this warranty.
- Any tyre, no matter how well manufactured, may fail in service or become unserviceable due to conditions beyond the control of the manufacturer.
- This limited warranty is under no circumstances a representation that a tyre failure cannot occur.
- To the extent that the provisions of any applicable legislation expressly replace, eliminate, amend or prohibit any term or terms contained herein, such term or terms shall be accordingly replaced, eliminated, amended or extended, as the case may be, in accordance with such legislation.

# Limited warranty exclusions

#### All tyre warranties are subject to the following exclusions:

- 1. Tyres purchased after 60 months from the date of manufacture.
- 2. Tyres for which alternative warranties or guarantees have been negotiated.

3. Tyres used under chains. ASCENSO does recognize that in many applications tyre chains provide enhanced tyre protection and may extend the tyre life. In these cases, ASCENSO may extend special negotiated warranties. Please consult your ASCENSO Off Road Tyre Division representative for details.

4. Damage resulting from misuse, improper mounting, misapplication, use of non-approved rims, improper inflation, overloading, running on a flat tyre, misalignment or imbalance of wheels/rims, defective brakes or shock absorbers, abuse, wilful damage, oil, chemical action, fire or other externally-generated heat, use of studs, water or other material trapped inside the tyre, vehicle damage or road hazards (such as rock cuts, punctures, cut separations, impacts, flex breaks).

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- 5. Claims for irregular wear or rapid tread wear.
- 6. Any tyre which is operated above its ton-mile-per hour (TMPH) or ton-kilometre-per hour (TKPH) rating.
- 7. Tyres mounted with non-approved tubes or O-rings.
- 8. Used, repaired or retread tyres.
- 9. Any modifications to the tyre (like added buttress shoulders, regrooving, relugging).
- 10. Any material added to the tyre (like tyre fill, sealer, balancer).
- 11. Use of a solid type fill (such as urethane).

## Limited warranty exclusions

12. Any costs associated with the repair of tyres (unless previously approved by ASCENSO).

13. Costs of mounting and balancing following pro-rated replacement or repair of tyres or tubes, and applicable federal, state, provincial, and local taxes.

14. Cost of disposal of warranted tyres. Disposal of tyres is the sole responsibility of the customer.

15. All other warranties, including the implied warranties of merchantability and fitness for a particular purpose, are expressly disclaimed to the extent permitted by law.

16. All obligations or liabilities for indirect, incidental, punitive or consequential damage are hereby excluded to the extent permitted by law, including economic loss, loss of profit, loss of use of vehicle, loss of time, personal injury or death.

Some jurisdictions do not allow limitations in 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 to you.

## To obtain the warranty service:

1. Contact an authorized ASCENSO dealer or representative. Please be prepared to provide a proof of purchase of the product and a purchase date.

2. The authorized dealer or representative will contact ASCENSO to arrange the inspection of the tyre in question and processing of your claim. The dealer has no authority or responsibility to make the determination as to eligibility for coverage under this warranty.



#### Disclaimer & right to change the policy

When detailed information and/or decisions are required in order to implement/ interpret this policy, Ascenso can add and/or change such detailed information and/or decisions to this policy as "conditions" at any time. Ascenso reserves the right to change policy term and conditions from time to time at its sole direction.



Our philosophy to conserve and protect natural resources for future generations through environmental stewardship

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Please sign and stamp inside the box

Your Distributor/Dealer