

LIMITED WARRANTY

Effective March 15, 2012

1.1. Eligibility

This Limited Warranty Policy and Procedures applies to any new tire manufactured by GITI Tire (Giti brand) that bears the corresponding D.O.T. serial number.

The eligible tire must be operated under normal service and used on the same vehicle on which they were originally installed according to the vehicle manufacturer's recommendations.

1.2. What is covered by the warranty and for how long?

Upon examination by GITI Tire, any eligible Commercial (TBR) tire that becomes unusable for any reason that is within the manufacturer's control (see exclusions in section 1.3 "What it is Not Covered"), within 72 months from the date of tire manufacture and before wearing down to 2/32 inch (1.6 mm) of the remaining original tread depth, will be replaced with an equivalent new GITI Tire product on the basis set forth in this Limited Warranty.

GITI Tire products adjusted under this Limited Warranty due to a substantiated condition related to materials and/or workmanship up to the first 2/32" of the original tread depth, will be replaced free of charge (Federal Excise Tax included). The cost of mounting and balancing and other service charges, disposal fees, or applicable taxes are payable by the customer.

GITI Tire products adjusted under this Limited Warranty due to a substantiated condition related to materials and/or workmanship that are worn beyond the first 2/32" of the original usable tread will be replaced with an equivalent new GITI Tire product on a pro rata basis. The cost of mounting, balancing, full Federal Excise Tax, and other service charges, disposal fees, or applicable taxes are payable by the customer.

1.3. What is not covered?

This limited warranty does not apply to tires which become unserviceable due to:

- Road hazard injury (e.g., a cut, snag, bruise, impact damage or puncture);
- Improper use or operation, including: improper inflation pressure, overloading, curbing, use of improper rim or wheel, improper mounting or demounting, tire/wheel spinning, misuse, misapplication, negligence, tire alteration or use in competition or racing;
- Improper maintenance of tire, wheel or vehicle components: misalignment, imbalance, worn components, or other vehicle conditions, characteristics or defects;
- Highway tires that are operated on in an off highway applications;
- Tires subjected to severe under-inflation or run-flat conditions;
- Tires deemed unretreadable due to excessive tread wear or improper buffing;
- Improperly retreaded tire including inadequate inspection, preparation, material, equipment, repair, etc.;
- Improperly repaired tire;
- Improper regrooving
- Uneven or rapid wear which is caused by mechanical irregularity in the vehicle such as wheel misalignment, (measured tread difference of 2/32" or more across the tread on the same tire);
- Accident, fire, chemical corrosion, tire alteration or vandalism;
- Flat spotting caused by improper storage or brake lock;
- Contamination or degradation by petroleum products or other chemicals, solid or gaseous materials other than air, nitrogen or carbon dioxide (for example, water based sealers or balancing substances);
- Ozone or weather checking after four years from date of tire manufacture;
- With the serial number buffed or cut;
- Purchased or used outside the United States or Canada;
- With less than 2/32nds of an inch remaining tread in any groove;
- With a ride complaint that occurs after the first 2/32nds of tread wear;
- Damaged through use of any tube or flap

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1.4. Owner's Obligation

To make an eligible claim under this Limited Warranty Policy and Procedures, the owner must present a claim with the tire to an Authorized Dealer of products made by GITI Tire. Owner must present an original tire sales invoice indicating the date of purchase. Owner will be required to sign the GITI Tire Warranty Claim Application Form or dealer replacement sales receipt.

Owner is responsible for paying all applicable taxes set forth under this Limited Warranty Policy and Procedures. 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 repairs. Owner is responsible for maintaining proper tire air pressure and for proper maintenance of the tire.

2. Tire Registration

The registration of GITI Tire brand tires is an important safety precaution required by law. Registration will allow GITI Tire to notify the owner in the unlikely event of a product return program. GITI Tire authorized dealers will provide a tire registration card in order to record the D.O.T. tire identification number, along with the dealer's name and address. Owner is required to fill in his or her name and address and mail to the address printed on the card or make the tire registration on-line (www.gtradiat-us.com/en/tire-registration.asp).

3. Adjustment Procedures

3.1. General Guidelines

- 3.1.1. Customers must use the Claim Application Form provided by GITI Tire for adjustments to be considered for credit. The Claim Application form must be filled in completely.
- 3.1.2. Adjustment credits will be based on GITI Tire current selling prices to Distributor, at the time of the claim.
- 3.1.3. Customer must send the completed Warranty Claim form with attached DOT Serial Number cut-outs and clear pictures showing the claimed condition to:

GITI Tire Canada Ltd.
P.O. Box 299
Hillsburgh, Ontario N0B 1Z0

e-mail: techservice@ca.giti.com

- 3.1.4. Upon receipt of any adjustment claims, GITI Tire at its discretion, may elect to do the following:
 - a. Ask the tires to be shipped to one of our adjustment locations at our expense for inspection. Shipping instructions will be provided if this option is used.
 - b. Send a Service Engineer from our company for a direct inspection of the tires at your location. In that case, the Service Engineer will determine if the tire is adjustable or not; if so, he will make the adjustment at your location, will cut out the DOT serial number and will destroy the tire. After such visit, you will still complete and forward the Warranty Claim forms with all requested information and the DOT serial cut-outs attached.
 - c. If our service engineer is unable to visit your location, the claim will be processed from the paperwork received.
 - d. If the tire was found adjustable you will be notified, will receive the credit and afterwards you must destroy the tire.

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- e. If the tire is found not adjustable you will receive a letter with an explanation. At your request, non-adjustable tires may be returned at your expense within 30 days of notification. GITI Tire will not be responsible for tires left at our location after 30 days of such notification.
- f. Do not dispose of the tires until you have received your credit.
- g. IMPORTANT: Any form that is illegible, incomplete, with no clear picture of the alleged defect, without complete DOT cut-out might be returned to you for completion and will delay the payment process. Photocopies will not be acceptable.

Disclaimer

No other warranties are expressed or implied. Without limiting the generality of the foregoing, GITI Tire (USA), Ltd. hereby expressly disclaims warranties of title, merchantability, fitness for a particular purpose and non-infringement. GITI Tire (USA), Ltd. or the manufacturer is not responsible for loss of time, inconvenience, loss of use of a vehicle or any other consequential damages or expenses. Some states do not allow these exclusions or limitations of incidental or consequential damages; therefore, the above limitations or exclusions may not apply to you.

Any implied warranties, including warranties of merchantability and fitness for a particular use, shall be limited in duration to the above period. To the extent permitted by law GITI shall not be responsible incidental or consequential damages, such as loss of use of the tire or of the vehicle on which it is used, inconvenience or commercial loss.

This is the only expressed warranty applicable to Giti brand tires and supersedes the terms of any previous warranty. GITI neither assumes nor authorizes anyone to assume for it any warranty.