

# WARRANTY POLICY



## **LIMITED WARRANTY/ ADJUSTMENT POLICY (EU/APAC/MEA/LATAM)**

This Limited Warranty/ Adjustment Policy ("Policy") shall apply only to the Pneumatic Tires(s), Tubes, Flaps and other select products (Hereafter called as 'Products') marketed, sold, and/or distributed by the group companies of ATG KK (hereafter referred to as Yokohama Off-Highway Tires {YOHT} formerly ATG). This Policy applies to all the customers of YOHT.

This Policy applies to the Eligible Products (as described below) that are eligible for warranty in normal service, displaying Adjustable Condition (as described below) provided that such Eligible Products (as described below) are not excluded from warranty coverage due to any Non-Adjustable Condition (as described below).

This Policy does not warrant nor express that such Eligible Products (as described below) will not deteriorate or that such Eligible Products (as described below) will not fail or become unserviceable in the absence of proper maintenance.

### **Eligible Products:**

This Policy shall apply only to the products marketed, sold and/or distributed by YOHT (formerly ATG) effective January 1, 2019, which conforms to all the terms and conditions set forth below:

1. Products that bear the name "Alliance", "Galaxy", "Primex" and all other brands owned by YOHT; and
2. Products that satisfy the age limits and percentage wear criteria as per Annexure A; and
3. Products with at least 2 mm of tread remaining; and
4. Products used in accordance with the recommendations/ guidelines of the vehicle manufacturers or original equipment manufacturers and YOHT's use, maintenance and safety recommendations, in normal service; and
5. Products for which the original purchaser of such products is raising a claim under this Policy.

### **Adjustable Condition:**

Eligible Products shall be regarded as being in Adjustable Condition only if there are workmanship and material defects as defined below:

1. That Eligible Products becomes unusable due to a condition or conditions under YOHT's control; and
2. That Eligible Products becomes unusable, unserviceable or non-repairable without any fault of original purchaser/ user; and
3. That Eligible Products becomes unusable, unserviceable or non-repairable due to conditions other than Non-Adjustable Condition (as described below); and
4. Defect caused to the Eligible Products due to normal use of the Eligible Products on a vehicle/ equipment for the purpose intended by the manufacturer of the said vehicle/ equipment and for the purpose intended by YOHT for the Eligible Products.
5. Remaining tread depth of the adjustable tire shall be measured at center of the tread, where remaining tread depth measurement mark is not given".

Adjustment consideration shall be based on the purchase date of tire if proof of purchase in the form of valid invoice from the Distributor/Dealer to the end customer exists and maximum of 24 months from the production week/year as molded in the sidewall of adjustable tires will be considered. If proof of purchase is not available, adjustment consideration will be based on the week of manufacture of the tire which is molded into the sidewall of the tire.

## **Non-Adjustable Condition: (examples only)**

The following are some examples for Non-Adjustable Condition, which shall not entitle owner of the Eligible Products to any sort of compensation:

1. Damage caused to a tire due to fire, accident, vandalism, mechanical, defects, or improper installation/service, or use of improper wheel or rim.
2. Products that become unserviceable due to use not in accordance with YOHT's usage and maintenance and recommendations for said tire.
3. Products that become unserviceable due to abusive driving such as over speeding, driving contests, pulling contests, competitive driving, logging, or any kind of use not in accordance with the intended use of the vehicle/ equipment and the recommendations of the vehicle/ equipment manufacturers.
4. Damage caused by neglect or omission or by abuse or by mismatching or adjacent products, misalignment, run-flat, improper operation of vehicle/ equipment, over speeding, improper inflation pressure, over loading, improper repair, improper mounting of products, insertion of sealant, or petroleum damage, etc.
5. Improper storage, chain damage, excessive heat/cold conditions, alteration of appearance or structure of tire, and the like.
6. Tread wear out, or tire failure resulting from spinning, use of damaged rim or mismatching rim, rim slip, or tire/wheel assembly imbalance.
7. Damage caused due to force majeure conditions including but not limited to flood, fire, tempest, storm, and/or atomic-radiation / radio activities.
8. Damage or broken beads due to non-approved mounting or dismounting procedure.

The above examples of Non-Adjustable Condition are not exhaustive and there could be other facts/ circumstances under which YOHT shall deny any warranty claim at its sole discretion and such decision by YOHT shall be final and binding.



## EXCLUSION:

This Policy does not cover, nor does it extend to special, consequential, incidental, punitive or exemplary damages/ losses of any sort, or to loss of time, inconveniences, or loss of vehicle use or bodily harm, or cost of towing, personal injury or death even if advised of the possibility of such loss or damage.

## ADJUSTMENT PROCESSING PROCEDURES:

All claims must be submitted on the current format as prescribed by YOHT from time to time. In order for YOHT to process the claims it is essential that the forms are completed and relevant documents including photographs of the Eligible Products are submitted.

## ANNEXURE-A

The limited warranty is available within certain age limits i.e. within certain number of month(s) from production or sale. Any adjustment will be based on the remaining tread depth or service life whichever is less, this warranty policy covers products described under the eligibility criteria

### A. RADIAL AGRICULTURAL PRODUCTS (STEEL BELTED)\*

	MONTHS FROM PRODUCTION OR SALE								
	0-24 Months	25-36 Months	37-48 Months	49-60 Months	61-72 Months	73-84 Months	85-96 Months	97-108 Months	109-120 Months
If Wear% Less Than	25%	50%	60%	70%	80%	85%	90%	90%	95%
Maximum Credit %	100%	50%	40%	30%	20%	15%	10%	10%	5%

If the Tire wear is more than above mentioned for each period, %credit will be calculated on pro-rata basis of the remaining tread depth.

\*The above consideration shall be applied to Steel belted products for Tractor, Agricultural-Transport, Fronts, Implements, Harvester, Row Crop & Sprayer.

\*The above warranty policy does not cover steel belted Agro-Forestry, Agro- Loader & Agro-Industrial products.

### B. AGRICULTURAL PRODUCTS OTHERS (BIAS/RADIAL)

	MONTHS FROM PRODUCTION OR SALE					
	0-24 Months	25-36 Months	37-48 Months	49-60 Months	61-72 Months	73-84 Months
If Wear% Less Than	25%	50%	60%	80%	90%	95%
Maximum Credit %	100%	50%	40%	20%	10%	5%

If the Tire wear is more than above mentioned for each period, % credit will be calculated on pro-rata basis of the remaining tread depth.



**C. BIAS EARTHMOVER, FORESTRY, AGRO-FORESTRY, INDUSTRIAL, AGRO-INDUSTRIAL, AGRO-LOADER, CONSTRUCTION, PORT, MINING, LAWN, GARDEN, TURF AND AERIAL WORK PLATFORM PRODUCTS**

% CREDIT TO CUSTOMER						
% Wear	MONTHS FROM PRODUCTION OR SALE					
	0-6 Months	7-12 Months	13-24 Months	25-36 Months	37-48 Months	49-60 Months
0-20	100	75	60	40	20	10
21-40	75	60	50	30	15	0
41-60	60	50	40	25	10	0
61-80	50	40	30	20	0	0
81-100	30	25	20	15	0	0

**D. RADIAL EARTHMOVER, FORESTRY, AGRO-FORESTRY, INDUSTRIAL, AGRO-INDUSTRIAL, AGRO-LOADER, CONSTRUCTION, PORT, MINING, LAWN, GARDEN, TURF AND AERIAL WORK PLATFORM PRODUCTS**

% CREDIT TO CUSTOMER						
% Wear	MONTHS FROM PRODUCTION OR SALE					
	0-6 Months	7-12 Months	13-24 Months	25-36 Months	37-48 Months	49-60 Months
0-20	100	75	60	50	30	20
21-40	75	60	50	40	25	10
41-60	60	50	40	25	20	10
61-80	50	40	30	20	15	10
81-100	30	25	20	15	0	0

**E. TUBES AND FLAPS**

PERIOD	CONDITION	REMARKS
24 months from date of manufacture/ Fitment	Manufacturing defects	FOC replacement

**DISCLAIMER & RIGHT TO CHANGE THE POLICY**

When detailed information and/or decisions are required in order to implement/interpret this Policy, YOHT can add and/or change such detailed information and/or decisions to this Policy as “conditions” at any time. YOHT reserves the right to change policy terms and conditions from time to time at its sole discretion.



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