

Earthmover Tire Limited Warranty For 24 to 35 inch rim diameter tires

You are eligible for the benefits of this limited warranty if you are the original purchaser of new 24-35 inch rim diameter Grader or Loader or Earthmover tires bearing our serial numbers.

1.Coverage:

- 1.1 If any 24-35 inch rim diameter tire presented for adjustment on or after September 1, 2006. The Limited Warranty is in effect for 5 years commencing on the date of purchase. If proof of the purchase date is not available, the date of manufacture indicated on the serial number will be used as the warranty commencement date.
- 1.2 If any 24-35 inch rim diameter tire covered by this Limited Warranty becomes unserviceable due to a covered warranty condition, such tire will, at the option of us, be repaired or replaced with a comparable new tire. Customer will be charged for replacement based on the wearing condition of tread, or, at our option, we will issue an appropriate credit which can be used for purchasing our product only.

If we decide to replace tire for customer, customer will be charge for replacement based on the following formula:

$$W = \frac{W.T.DX P}{O.T.D}$$

We will not bear sea freight, tax, installation, etc. fees.

If we decide to issue credit, compensation value will be calculated based on the following formula;

W:charge for tire replacement

$$C = \frac{R.T.DXP}{O.T.D} \times 120\%$$

W.T.D: worn NSD

O.T.D: original NSD

C: compensation value

R.T.D: remaining NSD

P: Purchasing FOB price when new tire is bought from us

- 1.3 The life of the original tread depth has worn down to 10% of the original tread depth, at which point the tire to be considered to be fully worn out.

- 1.4 No claim will be recognized unless submitted on a claim form completely filled out and signed by you.
- 1.5 If our engineer can not inspect claimed tire on the site, purchaser shall provide tire pictures including claim tires, serial number and remaining tread depth. All the claimed tire must be checked by the technical person of us and make final decision.

2. Warranty limitations:

- 2.1 This Limited Warranty is applicable to tires purchased from Switer Trading Co., Ltd..
- 2.2 No representative or dealer has authority to make any representation, promise, warranty or agreement on behalf of Switer Trading Co., Ltd..
- 2.3 Any tire, no matter how well constructed, may fail in service or otherwise become unserviceable due to conditions beyond the control of the manufacturer. Under no circumstances is this limited warranty a representation that a tire failure cannot occur.

3. Following is not covered by this warranty:

- 3.1 Tire purchased more than 5 years prior to presentation for adjustment. Without proof of purchase date, tires manufactured 5 years prior to presentation are not covered.
- 3.2 Tires for which an alternate warranty/ guarantee has been negotiated.
- 3.3 Air retention claims on tires purchased more than 3 months prior to presentation for adjustment, or if proof of purchase is not available, more than 3 months after manufacture date.
- 3.4 Irregular wear or tire damage due to: impact breaks, cuts, cut separations, snags, machine damage, wreck, collision, fire, improper inflation, overloading, misapplication, misuse, negligence, operation at excessive speed, rim or chain damage or damage caused by the mechanical condition for the vehicle.
- 3.5 Tires operating in excess of their rated Ton-Kilometer-Per-Hour (TKPH) factor.
- 3.6 Tires operating in excess of the rated work capability factor(WCF).
- 3.7 Tires with improperly seated beads. Knurling impressions from the rim that continue around the bead heel are sufficient evidence of improper seating.
- 3.8 Tires mounted with "O"rings that are not approved by us for use with its earthmover tires.
- 3.9 Tires that have failed due to material added after original manufacture (example: tire fillers, sealant, ballast or balancing substances). If the added material is the cause of the tire being removed from service, they will not be adjusted.
- 3.10 Repairs or retreads.
- 3.11 Switer Trading EXPRESSLY DISCLAIMS ANY WARRANTY OF FITNESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY DOES NOT INCLUDE LOSS OF TIME, LOSS OF USE OF EQUIPMENT, INCONVENIENCE, COST OF REPLACEMENT EQUIPMENT, OR ANY INCIDENTAL AND CONSEQUENTIAL DAMAGES.

4. Owners obligations

- 4.1 You must present the tire to be considered for adjustment to an authorized Switer Trading dealer.
- 4.2 No claim will be recognized unless the product is inspected.
- 4.3 Adjusted tires may be incapacitated. Disposal of the tire is the responsibility of the owner.

5. Warning: Property damage, serious injury or death may result from:

- 5.1 Failure due to under inflation/ overloading follow owner's manual.
- 5.2 Explosion of tire/rim assembly due to improper mounting:
Consider using nitrogen to inflate OTR tires to reduce the risk of explosive tire failure.
Only specially trained person using proper equipment should mount tires.
- 5.3 Failure to deflate single or dual assemblies completely before demounting:
Before loosening any clamps or nuts that attach a multi-pieces rim assembly to a vehicle always completely deflate the tire mounted as a single or both tires in a dual assembly by removing the valve cores. Never attempt to remove a tyre from a rim unless the tire is completely deflated. In both cases above check the valve stem by running a piece of wire through the stem to make sure it is not plugged.
- 5.4 Welding, brazing or using any type of heat source on a mounted tire/rim assembly:
Do not, under any circumstances, attempt to rework, weld, heat or braze any rim components that are cracked, broken, or damaged. Replace with new parts or parts that are not cracked, broken or damaged, and which are the same size, type and manufacturer. Consult the rim manufacturer concerning proper replacement components.