

MAXAM OTR TIRE LIMITED WARRANTY

LIMITED WARRANTY

The following warranty contains certain rights and obligations that pertain to Maxam branded Off-The-Road (OTR), Industrial, Construction, and Bias Agricultural and Forestry tires. Please review these rights and obligations carefully.

DEFINITION

This Limited Warranty covers all Maxam branded Off-The-Road (OTR), Industrial, Construction, and Bias Agricultural and Forestry tires as designated in Maxam OTR and AG product listings (price books, catalogs, and leaflets). It does not apply to used, DA, or "NA" (not adjustable) tires.

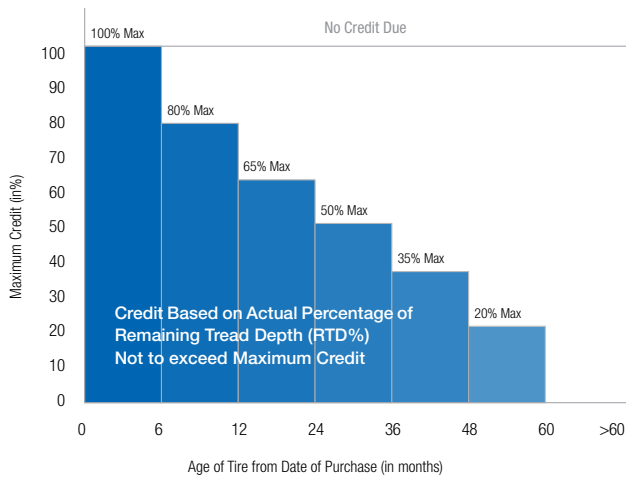
ELIGIBILITY

Every tire bearing the name Maxam and with a complete serial number moulded in the sidewall is warranted to be free from manufacturing defects within the manufacturer's control. If an examination by an authorized Maxam representative shows that any such tire failed as a result of manufacturing defects, it will, at the option of Maxam, either be repaired at no charge, or a credit will be issued toward the purchase price of a replacement tire, being a comparable Maxam OTR product. This credit will be determined by applying the lesser of the percentage of remaining tread depth (RTD%) and the maximum age based credit shown in the following chart. The replacement percentage will be multiplied by the original purchase price of the tire (excluding any taxes or duties) to determine the amount of credit to be applied. Customer is responsible for the disposal of all adjusted tires. This warranty coverage is for tires used within published designed specifications for Maxam tires. To be eligible for warranty, the tire must have at least 5/32nds (4mm) of remaining tread. The Customer will make any claimed tire available for inspection or will coordinate with Maxam for return shipment to Maxam upon request. If return shipment is requested, Maxam will bear all shipping costs and provide Return Goods Authorization and arrange pickup. Any use outside such specifications automatically voids this warranty. Please consult Maxam technical leaflets, etc. for design specifications.

TIME PERIOD

This warranty applies for a maximum period of five years (60 months) from date of tire purchase. If no invoice or documentation of the tire purchase can be provided, the date of tire manufacture will be used. The date of manufacture can be determined by the first six digits in the serial number code.

AMOUNT OF CREDIT TO CUSTOMER FOR MANUFACTURING DEFECTS



LIMITATIONS

This Limited Warranty is applicable to the original purchaser and is not assignable to subsequent purchasers. No Maxam 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 tire, no matter how well manufactured, may fail in service or become un-serviceable due to conditions beyond the control of the manufacturer. This Limited Warranty is under no circumstances a representation that a tire failure cannot occur. This limited warranty gives you specific rights and you may also have other rights which may vary from jurisdiction to jurisdiction. 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 OTR TIRES AND TUBES

All OTR/AG warranties are subject to the following exclusions:

1. Tire claims submitted more than 60 months from the date of purchase.
2. Tires for which alternative warranties or guarantees have been negotiated.
3. Tires with less than 5/32nds (4mm) remaining tread depth.
4. Tire used under chains. Maxam does recognize that in many applications tire chains provide enhanced tire protection and may extend tire life. In these cases, Maxam may extend special negotiated warranties. Please consult your Maxam representative for details.
5. Damage resulting from misuse, improper mounting, misapplication, use of non-approved rims, improper inflation, overloading, running flat, 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 entrapped inside the tire, vehicle damage or road hazards (such as rock cuts, punctures, cut separations, impacts, flex breaks).
6. Claims for irregular wear or rapid tread wear are not covered by this limited warranty.
7. Any tire which is operated above its Ton-Mile per Hour (TMPH) or Tonne-Kilometer per Hour (TKPH) rating.
8. Tires mounted with tubes or o-rings not approved by Maxam.
9. Repaired or Retreaded tires.
10. Any modifications to the tire (added buttress shoulders, re-grooving, re-lugging, etc.) void all warranties.
11. Any material added to the tire (tire fill, sealer, balancer, etc.) is not covered by this limited warranty and will not be compensated for in case of credit being issued for the tire.
12. Use of a solid type fill (such as urethane) voids all warranties.
13. Any costs associated with the repair of tires are not covered unless previously approved by Maxam.
14. Costs of mounting and balancing following pro-rated replacement or repair of tires or tubes, and applicable federal, state, provincial, and local taxes, are not covered under this warranty.
15. Cost of disposal of warranted tires. Disposal of tires is the sole responsibility of the customer.
16. All other warranties, including the implied warranties of merchantability and fitness for a particular purpose, are expressly disclaimed to the extent permitted by law.
17. 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.

TO OBTAIN WARRANTY SERVICE

1. Contact an authorized Maxam dealer or representative. Please be prepared to provide proof of purchase of the product, purchase date, and serial number.
2. The authorized dealer or representative will contact Maxam to arrange the inspection of the tire 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.

