

# **Limited Warranty Policy and Procedures**

ITA 21800 Oxnard Street, Suite 420 Woodland Hills, CA 91367 Phone : 818-715-7080

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#### 1. LIMITED WARRANTY

### 1.1. Eligibility

This warranty applies to ACHILLES brand tires bearing a complete description as required by DOT. This warranty applies to tires manufactured on or after June 1<sup>st</sup>, 2008. Conditions and coverage are subject to change at any time with or without notice.

ITR USA Inc. (dba ITA) warrants to the original retail purchaser that every new ACHILLES brand radial tire is free from defects in material and workmanship, for the life of the original usable tread of the tire, or five(5) years from the date of manufacture, whichever comes first. A tire has delivered its full original tread life and the coverage of this limited warranty ends when the tread wear indicators of the tire become visible (that is, worn to 2/32").

If a tire covered by this Limited Warranty is removed from service due to a defect in workmanship or materials, ITA will do either of the following:

- A) If the tire is removed from service as a result of such defect during the first 1/32" of the original tread, ITA will replace such tire with a comparable new ACHILLES brand tire (as the case may be) free of charge, except that applicable taxes on the new tire and costs of mounting and balancing shall be borne by you.
- B) If the tire is removed from service due to such a defect after the first 1/32" of the original tread wear, based on our current sales price, ITA will give credit toward your purchase of a new comparable ACHILLES brand tire in proportion of the original usable tread remaining.

Out-of-balance and out-of-round adjustments however will only be accepted during the first 1/32" of tread wear. A "comparable" new tire will be the same brand tire and may either be the same model of tire or if that model is unavailable then the same brand tire with the same basic construction and quality, but with a different sidewall or tread configuration. If a higher priced tire is accepted as replacement, the difference in price (based on the current advertised retail selling price) will be at an additional charge to you.

Any replacement tire provided pursuant to this Limited Warranty will be covered by ITA warranty for ACHILLES brand tires in effect at the time of replacement.

### 1.2. Exclusions (What is not covered)?

- A. Unserviceability due to road hazards (including but not limited to cuts, snags, punctures, impact breaks, etc.)
- B. Irregular wear or damage due to the mechanical condition of the vehicle or wheel, no rotation of the tires, improper inflation, high speed spin-up, misapplication, misuse, negligence, irregular wear caused by wheel imbalance, defective mechanical components, improper installation, overloading, accident, fire, chemical, tire chain damage, racing, vandalism, flat spotting caused by improper storage or brakelock.
- C. Any tire failure that is related to any previous damage(s) and or repair(s) or modification, including any material added after the tire leaves a factory producing ACHILLES brand tires (e.g., "tire filler, sealant, balancing substances).

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- D. Any tire that, after leaving a factory production ACHILLES brand tires, has been intentionally modified for any purpose.
- E. Loss of time, inconvenience, or loss of use of the vehicle, or incidental or consequential damage.
- F. Tire transferred from the vehicle on which they were originally installed and/or you are not the original owner of the tires. Please present your original purchase receipt when requesting an adjustment to show date of purchase, vehicle type, model, odometer reading and rotation record that are properly recorded.

### 1.3. Owner's obligation

- A. Any tire to be replaced under this Limited Warranty must be presented to an authorized ACHILLES dealer.
- B. You must complete and sign the required claim forms and supplemental documents provided by the ACHILLES dealer.
- C. You must pay the costs for mounting and balancing and applicable taxes, any additional services you may have ordered at the time of warranty service, and, if a higher priced tire is accepted as replacement, the difference in price between the tires (based on the current advertised retail selling price).

### 1.4. Legal Rights

Any implied warranties, including warranties of merchantability and of fitness for a particular purpose, shall be limited in duration to the above period or the minimum period required by applicable law, if shorter. To the extent permitted by law, ITA shall not be responsible for incidental or consequential damages, such as loss of use of the tire or of the vehicle on which it was used, inconvenience or commercial loss. Some states and provinces do not allow limit on how long an implied warranty lasts, or the exclusion or limit on incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary from state or state of province to province. This is the only express warranty applicable to ACHILLES brand tires, and supersedes the terms of any previous warranty. ITA neither assumes, nor authorizes anyone to assume for it, any other warranty.

#### 2. TIRE REGISTRATION

The registration of Achilles brand tires is an important safety precaution required by law. Registration will allow ITA to notify the owner in the unlikely event of a product return program. 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 make the tire registration on-line (http://www.itatire.com/).

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