TRUCK/BUS LIMITED WARRANTY

This limited warranty is in effect for the original purchaser only. All tires covered by this warranty must have a DOT serial number. The Claim Procedures, Exclusions and Limitations sections of this warranty should be read carefully. They provide limitations on the applicability of this warranty and set forth the procedures you must comply with in order to obtain the credits on new purchases offered by this limited warranty.

If a tire becomes unserviceable due to a workmanship related condition within 2/32" of the original usable tread being worn, the tire will be replaced with a comparable new Dura·más Tire free of charge. Original usable tread is defined as the original tread down to the level of the tread wear indicators (2/32" tread remaining), at which time the tire is considered to be worn out.

When more than 2/32" of the original usable tread has been worn, the user must pay for the cost of a replacement tire based on the amount of tread used. This is calculated by dividing the number of 32nds by the original usable tread depth and multiplying by the current dealer selling price. You will be responsible for shipping charges, taxes, mounting, balancing and any other miscellaneous fees of the replacement unit being provided.

CLAIM PROCEDURE

Each of the following procedures must be complied with in order to qualify for any credit provided by this warranty:

1. Present the unserviceable tire, together with any tube and flap (if applicable) used with that tire, to an authorized Dura·más distributor.
2. Complete and sign a Dura·más Claim Form to be provided by distributor.
3. Present distributor any evidence that may be necessary to establish entitlement to the warranty (e.g., proof that claimant was the first purchaser for use of the tire).
4. Pay price of the new tire, including any federal and local taxes, shipping fees and distributor mounting, balancing or other charges, less Dura·más credit.

EXCLUSIONS

This limited warranty does not apply to unserviceable conditions due to:

- Road Hazards
- Fire
- Improper Inflation
- Misapplication
- Collision / Wreck
- Improper repair or retreading
- Willful Abuse
- Wheel Imbalance
- Ozone or weather cracks during the original tread life after 3 years from date of manufacture
- Theft or Vandalism
- Racing or off-road use
- Mechanical Defects (such as brakes, shocks or rims)
- Ride complaints after first 2/32" of tread wear
- Misalignment
- Overloading
- Tires that have the original tread design modified

NOR DOES THIS LIMITED WARRANTY APPLY TO ANY TIRES:

- Marked "Blemish" or "NA" (No Adjustment)
- With the serial number cut or buffed
- Purchased or used outside of the United States or Canada
- With less than 2/32" remaining tread
- Retreaded with less than 2/32" of tread remaining

LIMITATIONS

A cash refund will not be given in lieu of the credits provided for unless Dura·más in its sole discretion so elects. No Dura·más distributor or representative has the authority to make any commitment, promise, addition or modification to the terms of this express warranty.

All implied warranties, with respect to Dura·más, either of merchantability or otherwise, are to the maximum extent permitted by applicable law, disclaimed entirely or, if not so disclaimable, limited in duration to the period of this express limited warranty.

Dura·más shall not be responsible for (1) any commercial loss, (2) any damage to or loss of property other than the tire itself, or (3) any other incidental damages permitted by law, arising from any defect in any Dura·más.

Some states do not allow limitation on how long an implied warranty lasts or the exclusions of incidental damages, so the above limitations may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state. If it should be determined that the remedies set forth in this limited warranty fail of their essential purpose, the buyer's remedies against Dura·más for any breach of warranty shall be limited to a return of the unserviceable tire to Dura·más, reduced by the depreciation of such tire.

The warranty coverage during an Dura·más Brand tire's original tread life expires when either the tread wear indicators show (2/32") or 3 years from the date of manufacture.

DURA·MÁS