

# OTR Limited Warranty & Adjustment Policy

## Your Benefit

Tire performance and tread life for OTR tires are subject to severe and varied operating conditions. Your local performance may vary depending on use and maintenance practices. Continental endeavors to produce world class defective free tires. In the event you experience a requirement to file a warranty claim, please use this helpful OTR Limited Warranty & Adjustment Policy to guide you through the process.

## Limited Warranty

This Limited Warranty and Adjustment Policy is a promise of replacement under certain specified conditions. It applies to OTR tires in normal off highway service displaying adjustable conditions (see "What is Not Covered") and does not require the existence of faulty workmanship or materials in order to qualify. This policy is not a warranty that your tire will not fail or become unserviceable if neglected or mistreated.

## Definition

Off-The-Road (OTR) tires are defined as tires whose principal application is for specialized service in other than normal highway operation and which do not bear a mark indicating that they are for highway use under local law.

It does not include, among other, agricultural tires or industrial tires.

## Eligibility

This Limited Warranty and Adjustment Policy applies only to the original purchaser, and is not transferable to any other party. It is only valid for tires purchased from an authorized dealer and used in the United States and Canada with the original complete serial number molded in the sidewall. Tires marked as "NA", "USED", X'd by serial number, cut above or below the serial number or serial number cut out are not eligible for any warranty consideration.

## For How Long

This Limited Warranty and Adjustment Policy applies to Continental and General brand tires for a period of 5 years from the date of manufacture. The date of manufacture can be determined inspection of the factory molded serial number.

# OTR Limited Warranty & Adjustment Policy

## What is Covered

This Limited Warranty and Adjustment Policy covers all Continental and General brand OTR tires and is effective for sales on or after August 1, 2016. Any tire that becomes unserviceable from a covered warranty condition will, at the option of Continental Tire the Americas, LLC (CONTINENTAL), be repaired or a pro-rata credit will be issued towards replacement with a new Continental or General brand tire. This credit will be determined by applying the lesser of (i) the percentage of the actual remaining tread depth (RTD%) of the covered tire, or (ii) the maximum credit based on the age of the covered tire as indicated in the table below. The final replacement percentage credit will be multiplied by the dealers' original purchase price in effect at the time of adjustment of a new Continental or General brand OTR tire (excluding any applicable taxes). Tires run under chains will be evaluated by the Continental representative and the credit issued will be determined at the discretion of the Continental representative. Service related charges and applicable federal, state and local taxes are not covered by this Limited Warranty and Adjustment Policy. This Limited Warranty and Adjustment Policy covers OTR tires used within the published design specifications by Continental Tire and The Tire and Rim Association, Inc. (TRA). Any use outside of such specifications automatically voids this Limited Warranty and Adjustment Policy. Please consult Continental Databooks, product information leaflets, and the TRA Yearbook for design specifications. This Limited Warranty and Adjustment Policy does not apply to "used" or "not adjustable" tires.

# OTR Limited Warranty & Adjustment Policy

## What is Not Covered

Tire damage or failure due to: accidents, collisions, or the result of negligent abuse, including both on and off road hazard damages resulting in punctures, bruises, impact breaks, cuts, cut separations, flex breaks, snags, tread tearing, or chunking. Improper inflation, misapplication, overloading, operation at excessive speed, running flat, chains or studs, fire or other extreme temperature exposure, including but not limited to tires operated in excess of their Ton-Mile-Per Hour (TMPH) or Tonne-Kilometer-Per Hour (TKPH) rating. Tire damage or failure resulting from: improper mounting, demounting, handling, damaged wheel and rim components, wheel misalignments, improper storage, tire wheel assembly imbalance, mismatching of adjacent tires, chemical or petroleum damage, other environmental influences such as pollution, acid rain or natural disasters or acts of God. Any use of improper tube, use of improper O-ring, use of non-approved (damaged/rusty) rims, broken or kinked beads, intentional alteration of either the appearance or physical characteristics of the tire. Tire Age: age conditions, such as cracks on the tires produced more than (4) years prior to presentation for adjustment are considered not adjustable.

Air Retention: claims for tires being incapable of retaining air must be presented within the first 5% of tread wear. Modification: any modification to the tire (such as added sidewall/buttress shoulder, regrooving, relugging, etc) without express written approval of Continental will void this Limited Warranty and Adjustment Policy. Any Added material: the addition of any tire fill, sealants, internal balancing medium, liquid ballast, solid fill (such as urethane) without the express written approval of Continental will void this Limited Warranty and Adjustment Policy. Repaired Tires: Tires that have been repaired or retreaded are not covered by this Limited Warranty and Policy. Claims for short falls in tread wear out are not covered by this Limited Warranty and Adjustment Policy. Because of variations in equipment, conditions of use and driver habits, Continental does not warrant that any tire will achieve predetermined hours of service. Normal wear and tear or normal deterioration, minor irregularities not affecting the quality performance or function of the tire are not covered by this Limited Warranty and Adjustment Policy. Continental reserves the right to extend separate conditional service agreements containing special terms and service requirements. Such agreements shall replace and supersede this Limited Warranty and Adjustment Policy.

Continental reserves the right to the final inspection decision on conditions for all returned tires under this Limited Warranty and Adjustment Policy. This Limited Warranty and Adjustment Policy is made in lieu of all other warranties, express or implied, and continental expressly disclaims all implied warranties, including, but not limited to, warranties of merchantability or fitness for a particular purpose. Some u.s. states and/or Canadian provinces do not allow limitations on the duration of an implied warranty, so the above may not apply to you. To the extent permitted by law, Continental disclaims liability for all consequential, special and incidental damages. The remedies set forth in this Limited Warranty are the sole and exclusive remedies for breach of warranty. Some U.S. states and/or Canadian provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from U.S. state to state or Canadian province to province. This is the only express warranty made by Continental. No Continental employee, retailer, or dealer has the authority to make any warranty, representation, promise or agreement on behalf of Continental except as expressly written in this Limited Warranty and Adjustment Policy. In observance of U.S. federal law, this Limited Warranty and Adjustment Policy has been designated a "Limited Warranty". Continental does not intend to represent through this Limited Warranty and Adjustment Policy that tire failures can or cannot happen.

# OTR Limited Warranty & Adjustment Policy

## What is Not Covered

Continental's obligations: Replacement of eligible tires will be made by the authorized Continental brand tire dealer where you purchased your tires or by an alternate authorized tire dealer or vehicle dealer. Continental will replace the tire pursuant to the terms of this Limited Warranty and Adjustment Policy. Owner's obligations: To make an eligible claim under this Limited Warranty and Adjustment Policy, the owner must present a claim, as instructed herein, with the tire to an authorized Continental or General brand tire dealer and allow inspection by Continental or its representative. For the nearest authorized Continental or General brand tire dealer, consult the Continental brand internet address(es), or the 800 telephone number(s) shown on the back of this Limited Warranty and Adjustment Policy. Owner must present an original tire sales receipt and proof-of-purchase indicating the date of purchase. Owner will be required to sign the Continental Limited Warranty Complaint Form or dealer replacement sales receipt. Owner is responsible for paying all applicable taxes charged by the authorized servicing dealer and is also responsible for paying shipping, local tire disposal fees, and any parts or service regardless of mileage or months of service. This includes payment for tire rotation, alignment, towing, road service, valve stems and tire repair. Owner is responsible for maintaining proper tire air pressure and for proper maintenance of the tire.

### Maximum Credit:

0-6 months - 100%
7-12 months - 80%
13-24 months - 65%
25-36 months - 50%
37-48 months - 35%
49-60 months - 20%
>60 months - 0%

Credit will be determined by applying the lesser of

- The percentage of the actual remaining tread depth (RTD%) of the covered tire or
- The maximum credit based on the age of the covered tire as indicated in the table above.

To obtain warranty service please contact your local Continental OTR dealer or your Continental sales Representative.