

# MICHELIN RETREAD TECHNOLOGIES NATIONAL LIMITED WARRANTY

## WHAT IS COVERED AND FOR HOW LONG

Every retread and/or repair produced by a Michelin Retread Technologies, Inc. (MRTI) Franchisee (hereinafter referred to as MRT Dealer), whether a customer's casing or an MRT Dealer's casing, bearing the MRT Dealer's valid DOT plant code, is warranted against defects in workmanship and materials for the life of the usable tread. Thereafter, all warranties, express or implied, expire. The usable tread is defined as the tread depth down to 4/32nds of an inch of tread remaining. Date of purchase is documented by the retread or repair sales invoice. If no proof of purchase is available, coverage will be based on the retread/repair DOT date.

## WHAT IS NOT COVERED

- ◆ Road hazard injury (eg., a cut, snag, bruise, impact damage, or puncture, whether repairable or not);
- ◆ Incorrect or improper mounting, tire/wheel imbalance, or improper repair made by others;
- ◆ Underinflation, overinflation, curbing, improper maintenance, neglect, or other abuse;
- ◆ Mechanical irregularity in the vehicle such as vehicle damage or wheel misalignment resulting in uneven or rapid wear;
- ◆ Accident, fire, chemical corrosion, tire alteration, vandalism, or chemical corrosion;
- ◆ Casings classified and marked by the MRT Dealer as "NA" (not adjustable) adjacent to the retread DOT code.

## HOW REPLACEMENT CHARGES ARE CALCULATED

A retread and/or repair produced by an MRT Dealer which becomes unserviceable due to a condition covered by this warranty will be credited at 100% of the actual invoice price\* for the retread/ repair and the casing, when 10% or less of the original tread is worn. The customer pays the charges for mounting and balancing of the tire and any other service charges or applicable taxes.

When between 10% worn and 4/32nds of an inch of tread remaining, credit will be given on a pro rata basis for the retread and the casing (no casing credit is applicable after the first 25% of tread is worn), based on the actual invoice price paid\*. The MRT Dealer will determine the charge by multiplying the percent-of-credit from the following formula by the actual original invoice price. The customer pays the cost of mounting, balancing and any other service charges or applicable taxes.

$$\frac{\text{Remaining Tread} - 4}{\text{Original Tread} - 4} = \% \text{ Credit Due}$$

If no measurable tread remains, credit will be given on a pro rata basis of the actual purchase price\* for the retread and casing, or for the retread only, based on the number of weeks of usage according to the following table. The customer pays the cost of mounting, balancing and any other service charges or applicable taxes.

## DOT Retread Date

0-17 weeks  
18-34 weeks  
35-52 weeks  
53-70 weeks  
After 70 weeks

## Percent of Credit

100% Retread and Casing  
75% Retread and Casing  
50% Retread Only  
25% Retread Only  
0%

\*If the purchase invoice is not available, the adjusting Michelin Americas Truck Tire Dealer should contact the producing MRT Dealer to attempt to obtain the actual purchase pricing for the retread and casing, and to inform the producing dealer of the impending warranty claim.

If the purchase price cannot be obtained, the adjusting Michelin Americas Truck Tire Dealer can calculate the Warranty Credit Amount. The price for the tire in the current Michelin Retread Technology Suggested Truck Tire Price List is multiplied by the percentage adjustment to determine the credit for the retread, and the current value of the casing is multiplied by the same percentage to determine the credit for the casing (not applicable after the first 25% of tread is worn). Adding the 2 numbers together provides the total credit to be issued.

## WHAT THE CUSTOMER MUST DO

When making a claim under the terms of this warranty the customer must present the retread/repared tire to any authorized Michelin Americas Truck Tire Dealer.

If the vehicle on which the tires are mounted is within 150 miles of the producing dealer who manufactured the retread/repair, the tire must be presented to that dealer for warranty consideration.

## CONDITIONS AND EXCLUSIONS

This warranty is in lieu of all other warranties, express or implied, including without limitation, warranties of merchantability and of fitness for a particular purpose.

The Customer is not a participant in any retread program with Michelin Retread Technologies, Inc., Michelin North America, Inc., or with MRT Dealers, that includes warranty and adjustment provisions as an integral part of the program.

This warranty does not provide compensation for loss of time, loss of use of vehicle, inconvenience or consequential damage. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives the Customer specific legal rights, and you may have other rights which vary from state to state.

This warranty is for the exclusive benefit of the original Customer and is not transferable.

This warranty applies only in the United States of America.