

#### **GALAXY TBR LIMITED WARRANTY**

This Limited Warranty/Adjustment Policy provides for tire replacement under certain specified conditions. This policy applies to all Galaxy Radial Truck tires produced after Jan 1, 2019 and used in normal highway service displaying warrantable conditions. There is no warranty for tires that wear out, fail or become unserviceable because of neglect or mistreatment. It is essential that you adhere to all standard safety and maintenance practices and that you carefully read the terms and conditions defined in this Warranty.

Yokohama Off-Highway Tires America, Inc. (YOHTA) hereby warrants that every new Galaxy Radial Truck tire is free from defects in workmanship and material for the life of the original tread of the new tire less 2/32". The life of the original usable tread ends when the tire has worn down with only 2/32" remaining. Once the tread is worn down to the top of the built-in "wear indicators" (wear indicators are found in the tread grooves molded at 2/32"), the tire is considered fully worn out regardless of its age or mileage.

Warranty Eligibility
This policy applies to the original consumer/owner or Yokohama Off-Highway Tires America and its authorized dealers. Eligible tires must bear the Galaxy Brand name and a complete Department of Transportation (D.O.T.) serial identification number and operated in normal highway service. Eligible tires must be on the vehicle on which they were originally installed, in conformance with the vehicle manufacturer's recommendations.

# WHAT IS COVERED UNDER THIS WARRANTY AND FOR HOW LONG:

Prorated Adjustment

If a defect in workmanship and materials is found in any Galaxy Radial Truck tire after the first 2/32" of the original tread, a credit will be given toward the purchase of a comparable new Galaxy tire in proportion to the original usable tread remaining on the returned tire to the original usable tread of the new tire. Applicable taxes on the new tire and costs of mounting and balancing services will be borne by the owner. Adjustments on out-of-balance or out-of-round tires are allowed only during the first 2/32" or 10% of the original tread.

## Owner's Obligations

In order to be eligible for Galaxy Limited Warranty service, the owner must:

- Present the defective tire to an authorized Galaxy Radial Truck Tire
- Present proof of purchase to the satisfaction of the dealer;
- Pay the amount due on a new tire, less the amount of credit, including taxes, mounting and balancing charges or cost of other services ordered;
- Ensure proper tire care, lawful operation of vehicles, proper inflation and load levels in accordance with vehicle and applicable tire guides, and adherence to government regulations.

# Legal Rights

To the extent permitted by law, YOHTA and its servicing agents shall not be held responsible for any of the following:

- Commercial Loss;
- Damage to or loss of property other than the tire itself; Incidental, indirect, special or consequential damages arising from any cause whatsoever, including negligence;
- No implied or express warranties are extended beyond the time when the tire has delivered its original tread life, except for the express warranties set forth in this "limited warranty". All warranties, promises and agreements, express or implied, of merchantability or otherwise, are excluded to the extent permitted by law.

### **Exclusions**

- All YOHTA TBR warranties are limited to the original purchaser and the original vehicle on which they are mounted. Warranties are not assignable to subsequent purchasers or vehicles.
- This limited warranty is valid only in the US and Canada. Any tire used or equipped on a vehicle registered or regularly operated outside the US or Canada is not covered by this warranty.

- The following is not covered by the Limited Warranty: a) Tires branded or marked "Non-Adjustable" (N/A) or "Blem ished" (Blem), or prevously adjusted.
  - Failure, damage or irregular wear due to:
    - Road hazards (i.e. puncture, cut, snag, impact breaks, etc.), wreck or collision;
    - Fire, accident or vandalism;
    - Mechanical condition of vehicle, including misalignment, wheel imbalance, faulty shocks or brakes;
    - Misapplication of tire, use of improper inner tube;
    - Alteration of the tire or addition of alien material or transfer from one vehicle to another.
  - Cost of mounting and balancing services.
  - Loss of time or use, inconvenience, or any incidental or conse quential damages.

    Tires operated at speeds that exceed posted limits, and tires
  - used in racing or competition.
  - Tires used in non-standard applications.
  - Tires designed for highway use operated in off-road condi g) tions.
  - Tires that are improperly repaired including, but not limited to; sidewall modification by addition or removal of material, tube less tires into which anything other than air has been intro h)
  - duced including foam, dry or liquid balancers and sealants. Tire/tube failure and air loss that has resulted from tube manu facturing deficiencies, tube deterioration, tire under/over infla tion, improper tube and flap assembly, mounting tool damage, use of wrong size tube or a used tube, a bias tube in a radial application, applying an incompatible mounting lubricant, foreign objects contacting tube assembly.
- YOHTA does not warrant tubes, tube fitment, tube usage or the consequences thereof unless supplied by YOHTA with the Galaxy tire as a set.
  - Tires subjected to vehicle suspension deficiencies, wheel misaligment, improperly maintained balance of inflation.
  - Tires submitted for ride disturbance complaints after the first two thirty-seconds of an inch (2/32") new tread wear.
  - m) Tires with the Department of Transportation (DOT) number removed.
  - Tires worn past the last two thirty-seconds of an inch (2/32" of original tread depth.
  - Ozone cracking or weather checking on tires submitted more than five (5) years after the date of manufacture.

#### THE GALAXY RADIAL CASING PROVISION:

TBR casings will be warranted against defects in workmanship and materials through 100% of the second (2) retread for a period of five (5) years from date of the casing DOT, serial number or proof of purchase, if available, whichever comes first. If a Galaxy TBR dealer examines a casing and finds such a defect, YOHTA will reimburse the owner for the casing according to the following schedule:

11R22.5	\$50.00	255,275/70R22.5	\$40.00
11R24.5	\$50.00	295/75R22.5	\$50.00
12R22.5,24.5	\$50.00	285/75R24.5	\$50.00
215,235/75R17.5	\$15.00	315/80R22.5	\$50.00
245/70R17.5	\$15.00	385,425/65R22.5	\$50.00
225,245,265/70R19.5	\$30.00		

### **END OF WARRANTY**

A tire has delivered its full original tread life and the new tire coverage of this warranty ends when the treadwear indicators become visible, or five (5) years from the date of purchase or date of original tire manufacture. (Without proof of purchase, date of manufacture will be used to determine

This warranty, or any warranty stored or referenced to herein, is exclusive and in lieu of any other warranty regarding the quality of Galaxy tires whether expressed or implied, and remedies for breach thereof shall be limited to those specifically provided herein.