

# MEDIUM TRUCK TIRE WARRANTY

Effective Mar 1, 2023



This Limited Warranty Policy provides for tire replacement under certain specified conditions. This policy applies to all DEFIANCE Radial Truck tires 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. Sailun Tire Americas hereby warrants that every new DEFIANCE 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" in the tread grooves molded at 2/32", the tire is considered fully worn out regardless of its age or mileage.

This warranty applies to DEFIANCE Radial Truck tires purchased through an authorized dealer of Sailun Tire Americas.

Recommended Safety Practices

Serious injury or property damage may result from:

- TIRE FAILURE DUE TO UNDERINFLATION, OVERINFLATION and/or OVERLOADING • Not following the owner's manual or tire placard in vehicle
- TIRE FAILURE DUE TO EXCESSIVE HIGH SPEED. Follow the owner's manual or tire placard in vehicle
- EXPLOSION OF TIRE /RIM ASSEMBLY DUE TO IMPROPER MOUNTING. Only specially trained persons should mount tires.
- FAILURE TO MOUNT RADIAL TIRES ON APPROVED RIMS.
- FAILURE TO DEFLATE SINGLE OR DUAL ASSEMBLIES COMPLETELY BEFORE DISMOUNTING.
- TIRE SPINNING. On slippery surfaces such as rain, snow, mud, ice etc. do not spin tires as personal injury and severe damage may result from excessive wheel spinning, including tire disintegration or axle damage.

## WARRANTY ELIGIBILITY

This policy applies to the original equipment and aftermarket consumer/owner or user of any new DEFIANCE radial truck tire sold through an authorized dealer of Sailun Tire Americas. Eligible tires must bear the DEFIANCE brand name, a complete D.O.T. serial identification number, NOT be branded as Non-Adjustable (NA) 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. These tires are covered by this warranty for the life of the original usable tread depth (the original tread depth down to the level of treadwear indicators molded at 2/32 inch) within 72 months from the date of purchase (proof of purchase required). If proof of purchase is not available, the coverage will be 72 months from the date of manufacture.

## NO CHARGE ADJUSTMENT

If a defect in workmanship and materials is found in any DEFIANCE Radial Truck tire within the first 50% of the original usable tread (original tread depth, less 2/32", divided by 2),

Sailun Tire Americas will replace such tire with a comparable new tire. Mounting and balancing services up to \$16.00/tire are covered in the form of a credit on the replacement tire invoice. Other applicable taxes and fees for the comparable new DEFIANCE tire are payable by the owner.

## PRORATED ADJUSTMENT

If a defect in workmanship and materials is found in any DEFIANCE Radial Truck tire after the first 50% of the original usable tread, a credit will be given toward the purchase of a comparable new DEFIANCE tire; pro-rated based on the usable tread depth remaining on the returned tire versus the original tread of the new tire. Applicable taxes and amount equal to the full current Federal Excise Tax (FET) 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.

## EXCLUSIONS

- A. All DEFIANCE 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.
- B. This limited warranty is valid only in the United States. Any tire used or equipped on a vehicle registered or regularly operated outside the United States is not covered by this warranty.
- C. The following is not covered by the Limited Warranty:
  - a. Tire branded or marked "Non-Adjustable" (N/A) or "Blemished" (Blem), or previously adjusted.
  - b. 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.
    - Faulty retreading or repairing procedures or materials used in the retreading process.
  - c. Cost of mounting and balancing services except as noted.
  - d. Loss of time or use, inconvenience, or any incidental or consequential damages.
  - e. Tires operated at speeds that exceed posted limits, and tires used in racing or competition.
  - f. Tires used in non-standard applications.
  - g. Tires designed for highway use operated in off-road conditions.
  - h. Tires that are improperly repaired including, but not limited to; sidewall modification by addition or removal of material, tubeless tires into which anything other than air has been introduced including foam, dry or liquid balancers and sealants.
  - i. Tire/tube failure and air loss that has resulted from tube manufacturing deficiencies, tube deterioration, tire under/ over inflation, 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.





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j. Sailun Tire Americas does not warrant tubes, tube fitment, tube usage or the consequences thereof unless supplied by Sailun Tire Americas with the tire as a set.

k. Tires subjected to vehicle suspension deficiencies, wheels mis-alignment, improperly maintained balance of inflation

l. 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.

n. Tires worn past the last two thirty-seconds of an inch (2/32") of original tread depth.

o. Ozone cracking or weather checking on tires submitted more than four years (4) after the date of manufacture.

D. Retreadability – no coverage is applied to tires with any exposed cords in the bead, sidewall or tread areas and/or past the last 2/32" of original tread depth.

E. Retreadability and Extended Service and Retreads

a. Tires rendered non-retreadable or unserviceable due to faulty or improper retreading. Improper retreading includes buffing to the cord surface, insufficient vulcanization, improper repair and failure of the bonding agent.

b. Sailun Tire Americas does not warrant inspection for retreadability, the retread process, design, workmanship or materials.

## CASING POLICY

a. Casings of DEFIANCE radial truck tires are warranted against defects in workmanship and material throughout the first and second retread (see c. below for age restrictions). Defects in workmanship and material found in the process of buffing for retread are warrantable. The number of retreads must be clearly identified on the casing sidewall.

b. If an examination shows that a casing of a DEFIANCE radial truck tire failed due to a defect in workmanship or material, Sailun Tire Americas will give a credit towards the purchase price of a comparable new DEFIANCE tire based on the values listed below:

CASING VALUE (US\$)	SIZE CASING VALUE (US\$)
215/75R17.5	\$20
235/75R17.5	\$20
255/70R22.5	\$55
275/70R22.5	\$55
225/70R19.5	\$25
245/70R19.5	\$25
11R22.5	\$65
295/75R22.5	\$65
11R24.5	\$65
285/75R24.5	\$65
315/80R22.5	\$65
385/65R22.5	\$75

c. Above casing warranty valid only for first six (6) years after date of manufacture of original tire for all casings. Casing value is reduced by 50% of the above values after the first retread.

## OWNERS' OBLIGATIONS

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

- Present the defective tire to an authorized DEFIANCE dealer.
- 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 (except as noted) or cost of other services ordered.
- Ensure proper tire maintenance, inflation pressures & loading practices in accordance with vehicle and applicable tire guides, as well as lawful operation of vehicles and adherence to government regulations.

Sailun Tire Americas offers a guide to maintenance and care of DEFIANCE tires in the form of a section entitled, "Safety Practices" (above). It is strongly recommended that these guidelines be read.

## LEGAL RIGHTS

To the extent permitted by law, Sailun Tire Americas 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.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusions may not apply to you. No representative or dealer has authority to make any representation, promise, or agreement on behalf of Sailun Tire Americas except as stated herein. Any tire, no matter how well constructed, may fail in service or otherwise become unserviceable due to conditions beyond the control of the manufacturer. Under no circumstances is this representation that a tire failure cannot occur. This warranty gives you specific legal rights, and you may also have other rights that vary from state to state. This limited warranty is applicable only in the United States. 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.

## DISCLAIMER

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

