



This limited warranty applies to Samson/ Advance tires eligible for warranty in normal service. This warranty is effective March 1, 2014 and is not retroactive. This warranty is only valid in North America.

## **LIMITED WARRANTY ADJUSTMENT POLICY FOR SAMSON/ ADVANCE CONSTRUCTION TIRES**

### **TIRES COVERED**

This policy covers original tread Samson/ Advance brand construction tires (R-4, I-3, NHS) if they are used in normal construction service. It does not cover tires marked "NO ADJ" or "NA" (non-adjustable), or tires not containing the Samson/ Advance serial number. Tires are adjustable for ride related conditions only during the first six months of service and up to 1/32" of tread wear.

### **WHAT IS WARRANTED**

If before wearing down to 2/32" of tread or bar depth remaining, any tire covered by this warranty becomes for any reason within the manufacturers control, such tire will be replaced with an equivalent new Samson/ Advance tire on the basis set forth unusable below. Some examples of causes or conditions normally beyond the manufacturers control are:

1. Road hazards (e.g., snag, puncture, impact break, tear or chunk in tread, bar or shoulder);
2. Apparent overload or improper inflation pressure or abuse;
3. Wheel misalignment, rim slip, tire/ wheel assembly imbalance, mismatching of adjacent tires, or other vehicle conditions, defects or characteristics;
4. Improper repair or improper insertion of sealant, balancing or filler materials;
5. Intentional alteration of either the appearance or the physical characteristics of the tire;
6. Mounting damage or condition caused by aging or improper storage; and
7. Failure to observe any of the "Owner-User's Obligation" items listed elsewhere in this publication.

This Limited Warranty is in addition to, and/ or may be limited by, any other applicable written warranty (covered special tires or situations) you may have received.

### **LIMITED WARRANTY PERIOD AND PRO RATA PRECENTAGES**

During the first year of service (proof-of-purchase must be attached to the claim form, or if proof-of-purchase is not available or if tire was not purchased new, then based on years from date of manufacture, which is molded into the sidewall of the tire) as follows:

<b>YEARS OF SERVICE OR AGE DURING</b>	<b>IF WORN LESS THAN</b>	<b>PRO RATA COLLECTION</b>
<b>1ST YEAR</b>	<b>10%</b>	<b>10%</b>
<b>2ND YEAR</b>	<b>20%</b>	<b>20%</b>
<b>3RD YEAR</b>	<b>40%</b>	<b>40%</b>
<b>4TH YEAR</b>	<b>50%</b>	<b>50%</b>
<b>5TH YEAR</b>	<b>60%</b>	<b>60%</b>
<b>6TH YEAR</b>	<b>70%</b>	<b>70%</b>
<b>7TH YEAR</b>	<b>80%</b>	<b>80%</b>
<b>8TH YEAR</b>	<b>90%</b>	<b>90%</b>
<b>AFTER THE END OF THE 8TH YEAR, COVERAGE EXPIRES. 100%</b>		

To determine the replacement price, the appropriate pro rata percentage is multiplied by the Samson/ Advance owner-user's regular buying price.

### **CONDITIONS AND EXCLUSIONS**

TO THE EXTENT PERMITTED BY LAW, NACOM DISCLAIMS LIABILITY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOSS OF TIME OR PROFITS, LOSS OF VEHICLE USE, OR INCONVENIENCE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. THIS POLICY APPLIES ONLY TO THE ACTUAL OWNER/USER OF THE TIRES AND ONLY TO TIRES USED IN NORTH AMERICA.

### **OWNER-USER'S OBLIGATIONS**

The owner-user is obligated to operate tires within tire load and speed limits (at cold air pressures specified for load and spread according to individual tire size, type, and load capacity) and to maintain proper alignment of wheels.

In case of an adjustment claim, the owner/user must present the tire to authorized NACOM dealer or store, complete and sign the customer section of the NACOM adjustment claim form, attach to the claim form a copy of the Proof-of-Purchase showing the date the tire was purchased new or Proof of Purchase of the new equipment that the tire came on, and pay the appropriate replacement price, taxes and service charges for a new, current equivalent NACOM brand tire.