



TBR Road Hazard Replacement Program

United States & Canada

WARRANTY TERMS

This road hazard replacement warranty applies to the purchase of any new, original tread, APOLLO Truck & Bus Radial tire (“**TBR**”) sold in North America and is supplemental to the existing Truck Tire Limited Warranty & Tire Safety Guide. Tires are eligible for this warranty only if they are used according to recommendation of vehicle manufacturer and/or Apollo Vredestein Tires, Inc. (hereinafter “**Apollo**”) on the vehicle on which they were originally installed.

It is clarified that the Truck Tire Limited Warranty & Tire Safety Guide between the parties will remain in force and prevail. Apollo reserves the right to change, withdraw or discontinue this program without any liability or prior notice, at any time, at its own discretion. The program shall terminate on such date as notified by Apollo. Notwithstanding the withdrawal/termination of this program, the Truck Tire Limited Warranty & Tire Safety Guide shall remain valid till the expiry of the same as per its terms and conditions.

Warranty consideration under this program will be provided on a prorated basis towards the replacement of the unserviceable tire with a comparable new Apollo tire, if the tire becomes unserviceable from a non-repairable damage resulting from puncture, snag, cut, bruise, or impact break caused by a road hazard.

Conditions of road hazard warranty consideration

- Tire must be registered on apollotrucktires.com within 10 days of purchase.
- Tire must be physically submitted for inspection by the customer to the location agreed with Apollo along with the invoice copy or proof of purchase.
- Warranty consideration valid for the first 25% of usable original tread depth or one year from proof of purchase, whichever occurs first. If proof of purchase upon submission for consideration is not available, then at Apollo’s sole discretion DOT date may be used for warranty consideration.
- Tire must be unserviceable from a non-repairable damage.

What is not covered:

- Wreck, collision, fire, chemical corrosion, contamination, tire alteration and/or vandalism. Natural causes such as lightning.
- Casing disintegration, rupture due to fatigue, overloading, improper dual spacing, rim damage, burnt bead, stone trapping, spinning, misapplication, misuse, negligence, racing, chain damage, improper mounting-demounting, tire/wheel assembly, imbalance, under inflation, installation of improper tire or rim size, incorrect or improper repair, faulty vehicle condition, abuse.

- Any tire failure due to neglect, abuse or mismatching of adjacent tires or improper combination of tires, excess speed, overload, improper driving, pulling contests, competitive driving, logging or any other improper or unusual operating procedures or habits.
- Rapid wear, uneven/irregular wear due to mechanical irregularities, or improper alignment of vehicle, or due to improper inflation pressure maintenance or and/or mismatched duals.
- No mileage or treadwear warranty is either expressed or implied.
- Submitted tire has not been found or branded "NA" (Not Adjustable) or "Used"
- Loss of time, inconvenience, loss of use of the vehicle or consequential damage are not covered by this policy. All costs related to the demounting and fitting of a tire, this including valve stems, balancing, roadside assistance, towing is not covered by this warranty. Apollo Truck Tire Specialists will determine the duration of use or age and wear. Their findings are final and represent the only basis for the fulfillment of the warranty terms.

Procedure

- The final decision on acceptance or refusal of the replacement of tire shall be made by authorized representative of Apollo after conducting due investigation to assess the damage to the tire.
- Apollo's liability shall be limited to the cost of the claimed tire provided that the tire meets the replacement criteria. Apollo shall not be liable in case the tire does not meet the replacement criteria.
- This policy doesn't provide compensation for any applicable taxes on the new tire or for any indirect damages including but not limited to service charges incurred, charges of mounting/demounting, balancing of wheel, loss of time or loss of use of vehicle, inconvenience or consequential damage in so far as the law permit.
- All tires for which the replacement has been refused by Apollo, will be disposed of at customer's cost if not collected in twenty-one (21) days of intimation of the refusal. Apollo or Apollo's business partner will not be liable for any loss after disposal or due to disposal. The customer also has the option to inform Apollo to dispose the tires at customer's cost.
- Apollo reserves the right to modify/change in entirety or cancel this program terms/conditions without any intimation or advance notice.
- If any information provided by the customer is found to be incorrect or false (including but not limited to customer contact details) Apollo shall have right to refuse the replacement at its discretion and take suitable legal action as well.
- Any disputes shall be governed by the laws of the state wherein Apollo Vredestein Tires, Inc. is registered.