

## TVS SRICHAKRA LTD. EXPORT OHT TYRE WARRANTY POLICY

Effective 10<sup>th</sup> October, 2016

This warranty policy is applicable to Off Highway Tyres and Tubes manufactured and/or sold by TVS Srichakra Ltd, India, hereinafter mentioned as TSL, under normal service displaying "Adjustable Conditions" (refer A. 2 below). This warranty is applicable for a period of 48 months from the date of manufacture. All claim settlement will be made by the way of credit note only, value including landed cost of new tyre purchase (evidence of duty structure to be submitted as on when there is duty change).

### A.1) Classification of Warranty

1. This warranty, under no circumstances is a representation that a failure cannot occur.
2. No dealer/distributor/importer has the authority to make or imply any representation, promise or agreement, which in any way varies or extends the terms of this warranty.
3. Warranty settled on pro-rata basis of the tyre wear.

(E.g.: If tyre original NSD = 9 mm and at the time of claim, remaining tyre NSD is 3mm, then TSL will settle for the balance NSD available. {Tyre usage = [(Original tyre NSD 9 mm - Remaining tyre NSD 3mm) / Original tyre NSD]} = 66% used, TSL will settle for the balance 33% of the tyre value).

### A.2) Adjustable Condition

A tyre shall be regarded as being in "Adjustable Condition" only if the tyre becomes unusable due to manufacturing defect/the tyre becomes unserviceable or non-repairable. However, the tyre should have at least 5% of tread NSD remaining.

Adjustment consideration shall be based on the date of manufacture of the tyre which is engraved on the sidewall of the tyre.

### A.3) Non-adjustable Condition (examples only)

The following are examples for non-adjustable conditions.

1. Claims for tyres which were manufactured before 48 months.
2. Tyres for which alternative warranties or guarantees have been registered.
3. Damages resulting from misuse, improper mounting, misapplication, use of non-approved rims, improper inflation, overloading, running flat, misalignment or imbalance of wheel/rims, defective brakes or shock absorbers, abuse, wilful damage, oil chemical action, fire or other externally generated heat, use of studs, water or other material entrapped inside the tyre, vehicle damage or road hazards (such as rock cuts, punctures, projection cuts, cut separations, impact flex breaks).
4. Claims for uneven wear or rapid tread wear, not due to workmanship and/or material, are not covered by this warranty.
5. Any modification to the tyre (added buttress shoulders, re-grooving, re-lugging, etc.) voids all warranties.
6. Any material added to the tyre is not covered by this warranty and will not be compensated for in case of credit being issued for the tyre.
7. Improper storage, chain damage, excessive heat conditions, alteration of appearance or structure of tyre.
8. Tread wear out, or tyre failure resulting from spinning, use of damaged rim or mismatching rim, rim slip not due to tyre material and/or workmanship, or tyre/wheel assembly imbalance.
9. Damage or broken beads due to improper mounting or dismounting procedures.

This warranty does not cover, nor does it extend to special, consequential, incidental, punitive or exemplary damages of any sort, or to loss of time, inconveniences, or loss of vehicle use or bodily harm, or cost of towing, personal injury, or death even if advised of the possibility of such loss/damages.

### A.4) To obtain Warranty Claims

1. The end user has to contact TSL authorized distributor/importer.
2. The distributor/importer has to officially send the pictures of the failed tyre in the duly filled format through e-mail (stencil number, tyre size, wear % or left out NSD and the failed portion of the tyre's photograph is must).
3. TSL Technical Service team shall review the claim and communicate the decision of approval to distributor/importer.
4. On need basis TSL may seek for the failed tyre/tube for internal analysis and improvement. However, it is the sole discretion of the TSL.
5. The transportation cost involved for sending back the failed tyre/tube will be borne by TSL.
6. TSL will settle the claim as per terms & conditions listed above.
7. Claim value is calculated based on date of sale/value of failed tyre.

### A.5) Jurisdiction

Any dispute arising out of the above policy shall be settled as per English law and the courts in Chennai shall have the exclusive jurisdiction.

**This warranty policy supersedes all others policies circulated earlier.**

**The Company owns all rights to change this policy at any point in time without any prior notice.**