



OFF-THE-ROAD TIRE LIMITED WARRANTY

(24 Inch-45 Inch)

LIMITED WARRANTY

MAINSAIL hereby warrants that every new off-the-road (OTR) tire purchased from MAINSAIL, is free from manufacturing defects for a period of 3 years from the date of invoice from MAINSAIL.

This warranty is limited to the original purchaser and the original vehicle on which they are mounted.

WARRANTY OBLIGATIONS

If a defect in manufacturing is found in any MAINSAIL tire, MAINSAIL will do any of the following, at the complete discretion of MAINSAIL

- a) replace the tire

If MAINSAIL decides to replace tire for customer, customer will be charged for replacement based on the following formula:

$$\text{Ch.} = \frac{\text{W.T.D} \times \text{P}}{\text{O.T.D}}$$

W.T.D: Worn Tread Depth

O.T.D: Original Tread Depth

Ch.: Charge for tire replacement

P: Purchasing FOB price when new tire was bought from MAINSAIL

MAINSAIL will not bear sea freight, tax, installation, etc. fees.

- b) apply a credit towards the purchase of MAINSAIL tires calculated on the ratio of the remaining tread depth (R.T.D) to original tread depth (O.T.D) at the time of the failed tire

If MAINSAIL decides to issue credit, compensation value will be calculated based on the following formula:

$$\text{Co.} = \frac{\text{R.T.D} \times \text{P}}{\text{O.T.D}}$$

R.T.D: Remaining Tread Depth

O.T.D: Original Tread Depth

Co.: Compensation value

P: Purchasing FOB price when new tire was bought from MAINSAIL

- c) pay for the repair of the failed tire after authorization by a MAINSAIL representative

EXCLUSIONS

The following is not covered by the Limited Warranty

- a. Failure, damage or irregular wear due to
 - i. Road hazards (ie punctures, cuts, snags, impact breaks), wreck or collision;
 - ii. Fire, accident or vandalism;
 - iii. Mechanical condition of vehicle including improper alignment, improper inflation, wheel imbalance, faulty shocks or brakes;
 - iv. Misapplication of tire, including operation in applications where loads on the tires exceed maximum loads advised or manufacturers TKPH or TMPH is exceeded
 - v. Alteration of the tire or addition of alien material or transfer from one vehicle to another
- b. Cost of service, mounting, dismounting
- c. Loss of time or use, inconvenience or any incidental or consequential damages

OWNERS OBLIGATIONS

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

- A) Present the defective tire
- B) Present proof of purchase
- C) Complete and sign an MAINSAIL Warranty Claim
- D) Cooperate with MAINSAIL in acquiring other materials required

DISCLAIMER

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