



Warranty

1. CUSTOMER agrees to adhere to the Michelin Technical Data Earthmover Tires (“Databook”) and the Michelin Earthmover Use and Maintenance Guide (“Guide”) which are available at <https://business.michelinman.com/tips-suggestions/documents> and may be updated by the SELLER from time to time, including but not limited to, prescriptions relating to storage, mounting, inflation, pressure and use and any written specific conditions of use that may from time to time, under specific circumstances, be added by SELLER (“Specific Conditions”).

2. SELLER shall not be liable, in any way, for any damage relating to the abnormal or improper use of its Products, including but not limited to any non-conformity with the latest Guide and/or Specific Conditions, nor for damage arising out of any modification or any alteration whatsoever made by the CUSTOMER not in conformity with the relevant Guide and/or Specific Conditions.

3. If the Products are used on a mine site in normal and proper service on the vehicle on which they were originally intended and fitted and in accordance with the Guide and the Specific Conditions, SELLER warrants that they are new and free from defects in workmanship or materials for 12 (twelve) months from the date of invoice. At that time all warranties are terminated.

4. Compensation:

In case of a breach of the workmanship and materials warranty provided hereunder, the SELLER shall only be liable for loss of use of the Product and the CUSTOMER’s sole and exclusive remedy shall be limited to, according to SELLER’s option, repair or replacement of the defective Product or the providing of credit compensation, to CUSTOMER, as further detailed below.

(a) Where compensation is provided in tires, it will be calculated as follows:

$$\text{Number of compensation tires} = A \times (1 - B)$$

Where: A = No. of tires subject to claim

B = Life of Tires Subject to claim

Mine Average Life

“Life of Tires Subject to claim” means total distance travelled by the tire(s) in kilometres or the total running hours.

Where the Mine Average Life is the average scrap life for all brands of tires of the same general application used at the relevant site in the 12 (twelve) months prior to the month the claimed Product was scrapped.

(b) Where compensation is provided by credit compensation, the sum to be credited to CUSTOMER shall be that amount sufficient to permit CUSTOMER to purchase the number of tires to which CUSTOMER would be entitled pursuant to the above formula at the relevant site according to the price for the relevant Product in effect at the time of the warranty settlement. Unless otherwise agreed between the SELLER and the CUSTOMER, credit compensation shall be made within 30 days of the acceptance by the SELLER of the credit compensation amount.

5. ALL OTHER PRODUCT WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, ARE EXCLUDED TO THE FULL EXTENT ALLOWED BY APPLICABLE LAW.

6. CUSTOMER expressly grants the SELLER full access to the Products involved in any warranty claim, including any and all data regarding (i) said Products and (ii) their direct and indirect compliance with the Guide and Specific Conditions. This warranty is void if the tire is not preserved for inspection by SELLER’s representative.

7. If compensation in credit or in replacement tires is received by a site for a Product claimed under the materials and workmanship warranty, then that Product cannot be subject of any other claim. If the proof of date of invoice cannot be documented, the age of the Product(s) and the replacement eligibility will be determined at the sole discretion of the SELLER's representative inspecting said Product(s).

8. This Warranty does not cover loss of time, inconvenience, loss of use of vehicle, or consequential damage arising from the Tyre.

9. This warranty does not cover Tyres which:

- have suffered from impact damage, cuts, snags, machine damage, machine accident/collision, fire, mismounting, chemical corrosion, lightning or contact with electrical power lines, under-inflation, over-inflation, overload, misapplication, misuse, neglect, operation at excessive speed, rim or chain damage, and/or mechanical condition of the vehicle (except if caused by the SELLER);
- have been operated in excess of the Tyre rated Ton-Mile-Per Hour ("TMPH") or Tonne-Kilometre-Per-Hour ("TKPH") factor and/or Tyres operated in excess of the tyre rated maximum distanced allowed in one hour. These values for TMPH and TKPH and formulas for the use of these values are published in the data book and maintenance guide;
- have been fitted or used with improper tubes, flaps, or o-rings;
- have had tyre fillers, sealants, balancing substances, or ballast added to it;
- have been improperly repaired (except by the SELLER); or
- have suffered from ozone or weather cracking.