# Horizon Tire Standard Limited Warranty

Horizon Tire warrants that if a tire we supplied becomes unserviceable due to a defect in materials or workmanship during the tread life defined below, we will make a reasonable allowance toward the purchase of a new product at current prices or other adjustment within our discretion. Adjustments will be made on a pro-rata basis determined by the amount of usage or service received by the product and will be based on the most recent purchase price (proof of purchase is required).

## TIRES

If there is a defect in workmanship and materials during the life of the original usable tread (up to **4** years from the production date of the tire), or one (1) year from date of purchase (whichever comes first), your tire may be replaced on a pro-rata basis under this warranty. After one (1) year or the wear of the original usable tread, whichever occurs first, all warranties, expressed or implied, expire.

## TERMS, CONDITIONS, AND LIMITATIONS

Any product, no matter how well constructed, may fail in service or become unserviceable due to conditions beyond the control of the manufacturer.

Under no circumstance is this Standard Limited Warranty a representation that a tire failure cannot occur.

## WHAT IS COVERED

This Standard Limited Warranty is only applicable to products sold in the United States, and used on vehicles registered & operated in the United States. In addition, this Standard Limited Warranty is applicable only to the original purchaser of the product, and is not transferable. Also, this Standard Limited Warranty does not cover the costs of mounting, balancing and other associated services as well as any applicable Federal, State or Local taxes.

#### WHAT IS NOT COVERED

This Standard Limited Warranty does not cover and Horizon Tire will not adjust any of our products against road hazards, including, but not limited to, cuts, punctures (whether repairable or not), snags, bruises, tears, impact breaks, etc. Products are also not warranted if damaged due to misuse,

including, but not limited to, improper installation or mounting, misapplication, improper repair, overloading, improper inflation, excessive speed, racing, spinning, drifting, unintended off-road use, stone drilling, improper use of chains, use of non- approved or non-standard rims (as determined by the Tire and Rim Association), continued operation while severely under-inflated, misalignment or imbalance of wheels/rims, defective brakes or shock absorbers, abuse, accident or collision, willful damage, oil or chemical action, improper storage, fire or other excessive heat, vandalism, and water or other material entrapped inside the product.

# **Specific Tire Limitations and Exclusions**

- Claim on tires purchased through dealers or distributors will be processed through respective channels. Please contact the original purchase place before reaching out to Horizon Tire.
- Tire adjustments will be based on the remaining tread depth. Tires worn to 2/32<sup>nd</sup> of an Inch tread depth or less, or, to the tread wear indicator bars are deemed to have served their full useful tread life and are not adjustable for any reason.
- Tires returned for out-of-round, ride disturbance conditions or pinhole within the first 1/32<sup>nd</sup> of tread wear will be credited for 100% of their value based on the average purchase price for the last six months. Tires returned for out of round, ride disturbance conditions or pinhole beyond the first 1/32<sup>nd</sup> of wear will not be considered for adjustment. Off Road, Agriculture and Trailer tires are not eligible for out-of-round or ride disturbance consideration.
- Tires that have been branded to note special classifications such as "B" (blemished) may not be considered for adjustment at Horizon Tire's sole discretion.
- Tires marked with an "NA" (nonadjustable) are specifically excluded from this Standard Limited Warranty.
- For tires designed for and used on all classes of recreational vehicles, equipment trailers, horse trailers, cargo trailers and all other trailers, Horizon Tire may require a certified weight ticket for any warranty consideration. Specialty Trailer tires are specifically limited to a warranty of Three (3) years from date of manufacture.
- Loss of time, or use, inconvenience, or any incidental or consequential damage are excluded from this Standard Limited Warranty.
- Tires that have been retreaded or altered in any way are not warranted.
- Tires that do not have a DOT (Department of Transportation) number;

tires that fail due to the addition of aftermarket materials (tire fill, sealant, balancer, etc.); tires that have been modified by notching, buffing or cutting; tires returned for weather/ozone cracking after Three (3) years from date of manufacture; tires with production dates Four (4) years and older.

 A set of four (4) tires from the same vehicle will not be accepted for outof- round or out-of-balance or pinhole claims.

## **HOW TO GET SERVICE**

Horizon Tire will not start processing any claims until all of the following procedures have been completed.

- **1.** The dealer/customer must contact the Horizon Tire **Warranty Department** to receive a 6 digit Claim Number
  - a. claim@horizontire.com
  - b. 626-214-5819
- 2. The dealer/customer must completely fill out the Warranty Claim Form provided by Horizon Tire.
- 3. To obtain mileage proration adjustments, the dealer/customer must complete the <u>Tire Installation Form</u> that provides the vehicle odometer reading at the time of the original installation, and provide proof of original purchase record for the tires.
- 4. Dealer/customer must obtain proof that the tires have been rotated every 5,000 miles and complete and sign Horizon Tire's Mounting and Rotation Service Record (For Mileage Warranty) Form
- The Warranty Department staff will request tire(s) to be sent to one of Horizon Tire's Adjustment Centers at our expense for inspection.
   Shipping instructions along with a Claim Number will be provided.
- 6. The dealer/customer must send the completed claim form along with all other documents for the mileage warranty with tires to the Adjustment Center.
- 7. Upon receipt of documents and tires, the appropriate Horizon Tire Representative will perform the inspection.
- 8. If the tire(s) is adjustable, Horizon Tire Warranty Department staff will notify the dealer/customer and issue a credit. After a credit is issued, the tire will be destroyed by Horizon Tire.
- 9. If the tire(s) is not adjustable and does not meet the limited mileage requirements, the dealer/customer will receive an email of notification with an explanation. Postage of the tire return will be billed to the dealer/customer. If the tire(s) was requested by the dealer/customer to be returned, the non-adjustable tire(s) will be returned at the expense of the dealer/customer. Any tire that the dealer/customer leaves with Horizon Tire will be destroyed without further notice.
- 10. No credit will be given until a completed warranty claim form and all documents related to the claim are received by Horizon Tire and the tire is found to be adjustable.

- 11. Any form that is illegible or incomplete may be returned to the dealer/customer for completion and will delay the claim process.
- 12. If you have any questions or need help to fill out the forms, please call Horizon Tire Warranty Department 626-214-5819 or email us at claim@horizontire.com.

### **PLEASE NOTE**

All tires/wheels returned to Horizon Tire for warranty consideration are subject to inspection. Tires that are found not meeting the warranty criteria (not adjustable) will be disposed of at the time of inspection, unless the tires have been previously requested to be returned. All return of tires to the dealer/customer will be processed at the dealer's/customer's expense.

## TO ASK QUESTIONS, REQUEST INFORMATION OR FILE A CLAIM

Contact our warranty department staff at 626-214-5819 or via email at <a href="mailto:claim@horizontire.com">claim@horizontire.com</a>. No claim will be processed unless submitted in accordance with our standard claim procedures. Claim forms and all warranty related forms can be found on our website <a href="www.horizontire.com">www.horizontire.com</a>. All product returns must be accompanied by a 6 digit Claim Number. Products submitted without prior authorization will not be processed and are subject to freight chargeback.

## YOUR RIGHTS UNDER STATE LAW

All implied warranties, including any warranty of merchantability or fitness for a particular purpose, are expressly limited to the duration of this Standard Limited Warranty. All obligations or liabilities for indirect, incidental or consequential damages are hereby excluded to the extent permitted by law, including economic loss, loss of profit, loss of use of vehicle, loss of time, inconvenience, personal injury or death. Some states/provinces do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusions may not apply. This Standard Limited Warranty gives the customer legal rights that may vary from state/province to state/province. This Standard Limited Warranty, and the Standard Limited Mileage Warranty is the only express warranties applicable to items sold by Horizon Tire, and supersede the terms of any previous warranty.