

## BANDAG LIMITED LIFETIME NATIONAL WARRANTY (UNITED STATES)

1. **LIMITED LIFETIME WARRANTY.** Every tire retreaded pursuant to a National Fleet Customer Agreement (or other form of agreement with Bridgestone Americas Tire Operations, LLC (“BATO”)) using the BANDAG process by a franchised dealer of Bridgestone Bandag, LLC (“Bandag”) (a “BANDAG Retread”) is warranted by Bandag against failure due to defects in workmanship and materials for the life of the tread subject to certain exceptions set forth in Section 2 below. For purposes of this warranty, the “life of the tread” refers to the period commencing on the Commencement Date (as defined below) and ending on the date that the tread has 4/32nds or less usable tread depth remaining.

The limited lifetime warranty applies only to certain tread manufactured after April 30, 2017. The limited lifetime warranty will credit the applicable adjustment percentage set forth in Section 5 below for up to eight years. For warranty claims presented after eight years, the limited lifetime warranty will cover no more than 10% of the original price of the tread.

2. **EXCLUSIONS TO THE LIMITED LIFETIME WARRANTY.** The limited lifetime warranty period does not apply to (i) failure due to defects in workmanship and materials for InterTransit Rib™ Radial, InterTransit Rib™ Bias, and any other application specific intermodal retread design (collectively, “Intermodal Retreads”) and (ii) failure due to casing defects. The warranty period for these items is two years.
3. **WARRANTY COMMENCEMENT AND ADJUSTMENT DATE.** The warranty periods for the warranties set forth in Sections 1 and 2 above begin on the later of: (i) the date the BANDAG Retread is manufactured, as indicated by the date portion of the DOT code, or (ii) the date of purchase, if Proof of Purchase is provided (the “Commencement Date”). “Proof of Purchase” means the customer’s original copy of the retread invoice or, in a Trade Vehicle Situation (as defined in Section 6 below), the vehicle bill of sale. The “Warranty Adjustment Date” is the date on which the customer makes a warranty claim.
4. **WARRANTY CREDIT CALCULATION.** In the event of a tire failure covered by this warranty, a credit (“Warranty Credit”) will be issued toward the then current price of a BANDAG Retread comparable in both tread design and tread depth. The Warranty Credit will be the product of the Warranty Credit Base (as defined below) multiplied by the applicable adjustment percentage (the “Adjustment Percentage”) determined in Section 5 below. For purposes of this warranty, “Warranty Credit Base” shall mean the following: (i) if the customer provides a Proof of Purchase that separately itemizes the cost of the BANDAG Retread, the Warranty Credit Base will be the purchase price of the BANDAG Retread shown on the Proof of Purchase; or (ii) in all other cases, the Warranty Credit Base will be the customer’s current buying price for the BANDAG Retread and/or repairs at the Warranty Adjustment Date.

**5. ADJUSTMENT PERCENTAGE.**

- a. BANDAG Retreads (excluding Intermodal Retreads) failing due to defects in workmanship or materials other than casings defects:

i. If the tread has not separated from the casing:

<b>Remaining Tread (percentages are of usable tread depth)</b>	<b>Percent Due</b>
100% to 75%	100%
74% down to 5/32nds of usable tread	Percentage of usable tread depth remaining
4/32nds and below	0%

ii. If the tread has separated from the casing:

<b>Period From Retread Manufacturing Date or (if Proof of Purchase is provided) Date of Purchase to Warranty Adjustment Date</b>	<b>Percent Due</b>
1st through 16th weeks	100%
17th through 32nd weeks	75%
33rd through 48th weeks	50%
49th through 64th weeks	25%
more than 64 weeks	0%

- b. BANDAG Retreads (excluding Intermodal Retreads) failing due to casing defects:

i. If the tread has not separated from the casing:

<b>Remaining Tread (percentages are of usable tread depth)</b>	<b>Percent Due</b>
100% to 75%	100%
74% down to 50% of usable tread	Percentage of usable tread depth remaining
49% and below	0%

ii. If the tread has separated from the casing:

<b>Period From Retread Manufacturing Date or (if Proof of Purchase is provided) Date of Purchase to Warranty Adjustment Date</b>	<b>Percent Due</b>
1st through 12th weeks	100%
13th through 24th weeks	80%
more than 24 weeks	0%

- c. Intermodal Retreads failing due to defects in workmanship or materials:

<b>Period From Retread Manufacturing Date or (if Proof of Purchase is provided) Date of Purchase to Warranty Adjustment Date</b>	<b>Percent Due</b>
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is provided) Date of Purchase to Warranty Adjustment Date	Due
1 year or less	100%
Over 1 year and up to 2 years	50%
Over 2 years	0%

6. **TRADE VEHICLES.** In a situation where BANDAG Retreads are sold as part of a vehicle sale (a "Trade Vehicle Situation"), credit will be given for the retread only according to the warranty guidelines specified in the Warranty Credit Calculation section. If in the same situation, the customer provides Proof of Purchase that does not separately itemize the cost of the tires, the credit otherwise available under this warranty will be increased by the applicable\* casing allowance shown below:

Tire Size	Casing Allowance For 1st Time Retread	2nd or More Retread
8.25R20, 9.00R20, 9R22.5 & 10R22.5	\$25.00 (US)	\$15.00 (US)
10.00R20	\$45.00 (US)	\$20.00 (US)
11.00R20 & 10.00R22	\$55.00 (US)	\$25.00 (US)
295/75R22.5 & 11R22.5	\$60.00 (US)	\$30.00 (US)
285/75R24.5 & 11R24.5	\$65.00 (US)	\$35.00 (US)

\*Casing allowances as provided in the above table are not subject to proration and are subject to change by Bandag without notice.

7. **ADDITIONAL WARRANTY EXCLUSIONS.** The warranties set forth in Sections 1 and 2 above do not cover:
- a. Failure of BANDAG Retreads used in other than normal operating conditions; or
  - b. Tire damage, failure or disablement due to the following causes:
    - a. Road hazard (e.g., cuts, snags, bruises, punctures, impact breaks);
    - b. Improper inflation, overloading, abuse, neglect, collision, fire, wheel misalignment, incorrect or improper mounting;
    - c. Vehicle damage;
    - d. Curbing, flat spots caused by skidding or panic stops, vandalism, or chemical corrosion;
    - e. Repairs or installation by a non-Bandag dealer; or
    - f. High speed; or
  - c. Continuum® tread products.
8. **EXCLUSIVE REMEDY.** Credit for any non-conforming BANDAG Retread in accordance with the provisions of this warranty is the customer's exclusive remedy for and constitutes satisfaction of any and all liabilities of BATO, its parents, subsidiaries and affiliates, and its authorized dealers, with respect to claims for any non-conformance of or defect whatsoever in such BANDAG

Retread, whether based in warranty, contract, tort, negligence, strict liability or otherwise. Service or labor charges (e.g., for dismounting, mounting, or balancing) and all applicable taxes are the responsibility of the customer.

9. **DISCLAIMER. THE EXPRESS WARRANTY SET FORTH IN THIS BANDAG NATIONAL WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS, AND TERMS AS TO QUALITY OR FITNESS OF THE BANDAG RETREADS, WHETHER WRITTEN, ORAL OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH OTHER WARRANTIES, CONDITIONS AND TERMS ARE HEREBY DISCLAIMED AND EXCLUDED. NO DEALER, BATO OR BANDAG SUBCONTRACTOR, NOR ANY OTHER REPRESENTATIVE HAS ANY AUTHORITY TO MAKE ANY WARRANTY OR REPRESENTATION TO A CUSTOMER ON BEHALF OF BATO OR BANDAG WITH RESPECT TO BANDAG RETREADS OR ANY OTHER PRODUCT OR SERVICE PROVIDED TO A CUSTOMER.**