

# MAXAM AGRICULTURAL TIRES

## LIMITED WARRANTY & ADJUSTMENT POLICY - NORTH AMERICA

The below Limited Warranty / Adjustment Policy ("Policy") is a commitment of tire replacement under certain specified conditions as provided below:

This Warranty Policy applies to all Maxam radial agricultural tires as specified below and does not require the existence of a defect to be considered eligible for an adjustment.

Table 1: Maxam Agricultural Tire Warranty product coverage

Agricultural Use *	STUBBLE DAMAGE OR FIELD HAZARD COVERAGE	SCRAPER APPLICATIONS USE *
Up to Eight Years	With Stubble Prevention Device	With Appropriate Weight & Air Pressure Settings
Year 1 100% **	Year 1 80%	Year 1 80%
Year 2 100% **	Year 2 60%	Year 2 60%
Year 3 80%	Year 3 40%	Year 3 40%
Year 4 70%	Year 4 20%	Year 4 20%
Year 5 60%	Year 5 No Coverage	Year 5 No Coverage
Year 6 50%	Year 6 No Coverage	Year 6 No Coverage
Year 7 30%	Year 7 No Coverage	Year 7 No Coverage
Year 8 20%	Year 8 No Coverage	Year 8 No Coverage

\* Workmanship & Materials Coverage      \*\* At 25%Wear

Please note: The above Warranty coverage is not intended for tires that become unserviceable due to intentional neglect or abuse.

### A. PRODUCT ELIGIBILITY:

All Maxam Brand – Radial Agricultural Tires manufactured and/or sold after January 1, 2018, and distributed by Maxam Tires North America, Inc. ("Maxam") as identified by the identification code and production date.

This Policy applies to either the Original Owner or the User of the Tires or the original purchaser of the agricultural equipment mounted with the Tires ("Customer").

The Maxam Agricultural Products Covered by this warranty policy are as belonging to the family of products: Agrixtra 85, Agrixtra 70, Agrixtra 65, Agrixtra XL, Agrixtra H, Agrixtra N, & Flobxtra.

### B. STATUTE OF LIMITATIONS (ELIGIBILITY):

Warranty coverage is for a maximum period of eight years (96 months) from the date of purchase or no more than eight years (96 months) from the date of manufacture if purchase invoice is not provided.

Maxam Agricultural Tires Free Replacement Policy:

- First Two Years (24 months) and within 25% tread wear.
- Service Allowance for tires covered under Free Replacement Policy:
  - Flat service fee reimbursement of \$75.00 per tire
  - Labor allowance of \$1.25 per 10mm of tire width (e.g. 480/80R42 = \$60)
  - Disposal allowance of \$.09 per lb (e.g. 480/80R42 @ 344lb = \$30.96)

### C. FIELD HAZARD AND STUBBLE DAMAGE COVERAGE.

The Field Hazard and Stubble Damage coverage is for a maximum period of four years (48 months) from the date of purchase, or no more than four years (48 months) from the date of manufacture if purchase invoice is not provided, with the cost coverage as detailed in Table 1.

For Tires acquired as part of original equipment acquisition a copy of the equipment purchase invoice must be provided.

Stubble damage caused by penetrations are not covered by the stubble damage warranty.

For the tires to be considered eligible for a stubble damage claim, a mechanical system or device must be mounted on the vehicle capable of "pushing" down the stubble stalks ahead of the tires contacting the surface or soil. Claims will need proof of such device to substantiate the claim.

The Tire claimed must be completely unserviceable and not repairable.

Maxam will not provide any reimbursements for mounting or other service charges of any kind (such as liquid ballasting or other type of tire fill).

Any stubble damage claims will be based on Maxam's evaluation of the fulfillment of the customer's obligations for stubble damage coverage as provided.

For claims that are accepted for tires that are unserviceable or not repairable due to a field hazard or approved stubble damage, the Customer will receive a replacement credit towards the purchase of a Replacement Tire equal to the value provide below or in Table 1 above:

### • Remaining Allowance Summary for Stubble Damage or Field Hazard:

Period	TIRE TREAD DEPTH	CREDIT AVAILABLE
Year 1 (12 Months)	80% or more	Up to 80% Credit
Year 2 (24 Months)	60% or more	Up to 60% Credit
Year 3 (36 Months)	40% or more	Up to 40% Credit
Year 4 (48 Months)	20% or more	Up to 20% Credit
Year 5 (60 Months)	No Coverage	

- If a Tire's length of service cannot be correctly determined, the credit will be based upon the production date of the Tire and remaining tread depth per the above table.
- The Tire replacement credit will be paid out based on the above table and within the specific time by multiplying the servicing dealer's regular buying price (excluding tax) by the above approved percentage at the time of the tire replacement claim being processed.

### D. CUSTOMER'S RESPONSIBILITY:

Qualification for application of the Maxam Stubble Damage Warranty requires Customer responsibility for the use and employment of common Agricultural operating practices designed to reduce and/or mitigate the possible causes of stubble damage as provided below:

- Ensure the first tillage pass is parallel to the planting rows to avoid direct contact with the remaining stubble.
- Employ the use of mechanical or fixed devices designed to push down stubble or stalks before contacting the Tires.

### E. NON-ADJUSTABLE CONDITIONS:

Premature tread wearout, overloading, under inflation, exceeding tire speed or load capabilities. Tire damage from improper mounting, demounting, damaged rim, rim slip, or imbalance.

Chain damage, improper storage, improper repairs, sealants, balance or filler material.

Petroleum damage, extreme temperature exposure, mechanical damage, spinning.

Use in logging or industrial operations.

Fire, accident, theft, vandalism, or abuse.

Tires in service for longer than eight years (96 months).

Damages caused to tires during shipping or transport by third party carriers.



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### F. LAND-LEVELING OR SCRAPING APPLICATION:

This limited warranty applies to conditions in workmanship and materials used on land-leveling or Scraping as provided below:

Coverage Period	CREDIT AVAILABLE
Up to 48 Months or 4 Years	With Appropriate Weight and Air Pressure Setting
Year 1 (12 Months)	Up to 80% Credit
Year 2 (24 Months)	Up to 60% Credit
Year 3 (36 Months)	Up to 40% Credit
Year 4 (48 Months)	Up to 20% Credit
Year 5 (60 Months)	No Coverage

Maxam Tires covered under this policy: Agrixtra 85, Agrixtra 70, Agrixtra 65, & Agrixtra XL  
This limited warranty does not cover tires that are removed from service due to the following conditions:

- Unserviceable from poor maintenance or improper use.
- Tire failure due to overload.
- Tire failure due to operating with full power at speeds under 5 mph (8.0 km/h).
- Rim slip or bead leakage due to undersized rims deteriorated rims, or mis-mounting.
- Lug tearing or deterioration due to excessive cutting.
- Tire failure due to the use of incorrect inflation pressure.

Maxam Recommended Scraping Tractors Tire Set Up:

- Tire size must be equal to or greater than the minimum required to transmit the full power of the tractor. Tire size must be an OEM approved tire combination for the tractor.
- Use the OEM's recommended tire sizes for scraper operations or apply the following rule: The maximum load per tire at full weight capacity considering maximum tractor speed, must be greater than the maximum load expected on any tire at any given time during the land leveling or scraping operation.
- Single or triple tire configurations are not recommended for Scraping or Land Leveling (only exception are single tires mounted on the front axle of MFWD tractors).
- Tires used as duals must have their tire load weight limit reduced or adjusted by 12%.
- 4WD tractors should use vehicle weights (in lieu of tire ballast) so that 70% or more of the total static weight of the tractor is on the front axle without the scraper attachment.
- For 4WD Tractors the use of ballast in the rear axle is NOT recommended. Liquid fill is not recommended for use as ballast and has adverse effects on tire life.
- For MFWD Tractors should use the maximum amount of cast weight recommended by the OEM to ballast the front axle. Use the tractor OEM's technical recommendation for rear axle ballast.
- In all cases set the cold inflation air pressure based on the tractor's maximum speed and load to the Maxam Tire Pressure table by size. If possible, the front axle of the tractor should be weighed without the scraper attachment.

### G. ADJUSTMENT POLICY – GENERAL EXCLUSIONS:

Any Maxam Agricultural tires in service for longer than 8 years (96 months) from their date of purchase or service are not covered by the Policy.

In any case where the date of purchase cannot be confirmed, the tire's date of manufacture will be applied as the reference point for any warranty coverage.

No Maxam North America employee, retailer, dealer, or wholesaler has the authority to make any policy changes to this warranty, nor make any promises or agreement on behalf of Maxam except as provided by this policy.

Tire or tread wear out is not covered by this Warranty Policy as customer equipment, use, and driver habits are outside the scope of this policy. In addition, Maxam does not warrant the tires for a pre-determined length of service unless specified in writing as a commercial guarantee. The Warranty policy is only Applicable to Maxam Agricultural tires purchased, registered and operating in United States and Canada.

### H. CUSTOMER LIMITATION OF REMEDY:

In accordance and as permitted by the laws governing the United States, and or Canada, Maxam Tires North America disclaims liability for all Consequential and/or Incidental damages in the use of Maxam Agricultural Tires.

Some states in the United States or Provinces in Canada do not allow the exclusion of limitation of incidental or consequential damages, so the above limitation may not apply to each Customer. This Policy gives the Customer certain rights, and the Customer may also employ other rights, which vary from state to state or province to province.

### I. MANUFACTURER'S OBLIGATIONS TO THE CUSTOMER:

Any Maxam Agricultural Tire, Maxam OTR tire dealer, or equipment dealer is authorized to handle the processing of a Maxam warranty adjustment.

Maxam North America, Inc, will replace any tires that meet the criteria as outlined by the terms of this Policy.

### J. CUSTOMER'S OBLIGATIONS:

To place a claim for any Maxam Agricultural tires, the Customer must present the claim to any Maxam authorized representative.

Using the Maxam Agricultural Claim form, the requested claim must be signed by the Customer or the Dealer as his representative and include the dealer replacement sales receipt for any replacement tires.

The Customer is fully responsible for the payment of all applicable state or provincial taxes, the demounting / mounting and balancing of all tires to include the vehicle alignment, tire repair, valve or valve stem replacement, any towing or required road service provided.

The Customer will make any claimed Tire available for inspection or will coordinate with Maxam for return shipment to Maxam upon request. If return shipment is requested, Maxam will bear all shipping costs and provide Return Goods Authorization and arrange pickup.

Maxam will respond to the Customer within 30 days of a claim if a request is not made for the return of the tire. If a request is made for the return of the tire, Maxam will respond to the customer within 30 days of receiving the returned tire.

