

# Mitas

## Agricultural Limited Warranty & Adjustment Policy

North America



# Mitas

# Limited Warranty & Adjustment Radial Policy

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## Eligibility

This Limited Warranty & Adjustment Policy covers all Mitas brand radial original tread agricultural tires purchased or manufactured on or after July 1<sup>st</sup>, 2021, and when used in normal agricultural service, and if you are the original owner/purchaser of the covered tires acquired as original equipment tires on new equipment on an applicable agricultural machine or purchased from an authorized Mitas dealer. It does not cover tires that do not contain the Mitas serial number. This Limited Warranty is not transferrable to any other party. Tires are adjustable for ride-related conditions only during the first six months of service and up to 1/32nd of an inch of tread wear.

## Coverage and Length

If, before wearing down to 2/32nds of an inch of tread, any tire covered by this Limited Warranty becomes unusable for any reason within the manufacturer's control, such tire will be replaced with an equivalent new Mitas brand tire based on the 8-year policy set forth. Some examples of causes or conditions normally beyond the manufacturer's control are:

1. Overload or improper inflation pressure or abuse;
2. Field or road hazards or stubble damage (e.g. cut, snag, puncture, stubble damage, impact break, flex breaks, tear or chunk in tread, bar or shoulder);
3. Wheel misalignment, rim slip, tire/wheel assembly imbalance, incorrect rim size/dimensions, damaged/inappropriately fitted, mismatching of adjacent tires, or other vehicle conditions, defects or characteristics;
4. Conditions caused by earthmoving or land-leveling operations;
5. Improper repair, retreading, balancing, insertion of sealants, or filler materials;
6. Intentional alteration of either the appearance or the physical characteristic of the tire;
7. Improper mounting/demounting, mounting/demounting damage or conditions caused by aging or improper storage;
8. Damage due to abuse, vehicle projection, accident, collision, fire, operation at excessive speed, running flat, using chains or studs or vandalism; and
9. Failure to observe any of the "Owner-User's Obligations" items listed elsewhere in this document.

## Free Replacement Period

During the first two years of service (proof-of purchase must be attached to claim form\*), if the tire is worn less than 20%, the tire

will be replaced without charge including normal mounting and service charges.

## Pro-Rated Period

After the free replacement period, the replacement price will be prorated based on years of service from the original purchase date (proof-of-purchase must be attached to claim form\*) as set forth below;

<b>Years of Service or Age During</b>	<b>If Worn Less Than</b>	<b>Pro Rata Collection</b>
1 <sup>st</sup> & 2 <sup>nd</sup> year	20 %	0 %
3 <sup>rd</sup> year	30 %	30 %
4 <sup>th</sup> year	40 %	40 %
5 <sup>th</sup> year	50 %	50 %
6 <sup>th</sup> year	60 %	60 %
7 <sup>th</sup> year	70 %	70 %
8 <sup>th</sup> year	80 %	80 %
After the end of the 8 <sup>th</sup> year, coverage expires		100 %

\* if proof-of-purchase is not available, then the pro-rated amount will be based on date of tire manufacture, indicated by the production code molded on the tire sidewall. Proof of purchase date must be within four years of date of tire manufacture to be applied for this Limited Warranty.

## Owner – User’s Obligation

Proper tire care is necessary to obtain maximum hours of usage and wear. The owner-user’s obligations are to operate tires within tire load and speed limits (at cold-air pressures specified by Yokohama TWS North America, Inc. for load, rim, and speed according to individual tire size, type and load capacity), and to maintain proper alignment of wheels.

To make an eligible adjustment claim under this Limited Warranty and Adjustment Policy, the owner-user must present the tire to an authorized Mitas dealer, complete and sign the customer section of the adjustment claim form, attach to the claim form a copy of the proof-of-purchase showing the date the tire was purchased new or proof-of-purchase of the new agricultural equipment that the tire came on, and pay the appropriate replacement price in effect at the time of adjustment, taxes, and service charges for a new, current equivalent Mitas brand tire. Owner-user is responsible for proper maintenance of the tire.

The obligation of Yokohama TWS North America, Inc. under this Limited Warranty and Adjustment Policy may not be enlarged or altered by anyone.

## Policy Exclusions

Yokohama TWS reserves the right to the final inspection decision on conditions for all returned tires under this Limited Warranty and Adjustment Policy.

TO THE EXTENT PERMITTED BY LAW, YOKOHAMA TWS NORTH AMERICA, INC. DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN THE WARRANTIES STATED IN THIS LIMITED WARRANTY POLICY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

TO THE EXTENT PERMITTED BY LAW, YOKOHAMA TWS NORTH AMERICA, INC. DISCLAIMS LIABILITY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, AND PUNITIVE DAMAGES, LOSS OF TIME OR PROFITS, LOSS OF VEHICLE USE, OR INCONVENIENCE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

NO YOKOHAMA TWS EMPLOYEE, RETAILER, OR DEALER HAS THE AUTHORITY TO MAKE ANY WARRANTY, REPRESENTATION PROMISE, OR AGREEMENT ON BEHALF OF YOKOHAMA TWS NORTH AMERICA, INC. EXCEPT AS EXPRESSLY WRITTEN IN THIS LIMITED WARRANTY AND ADJUSTMENT POLICY

In observance of U.S. Federal Law, this Limited Warranty and Adjustment Policy has been designated a "Limited Warranty." Yokohama TWS does not intend to represent through this Limited Warranty and Adjustment Policy that tire failures cannot occur.

# Limited Warranty & Adjustment Bias Policy

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## Eligibility

This Limited Warranty & Adjustment Policy covers all Mitas brand Bias original tread agricultural tires purchased or manufactured on or after July 1<sup>st</sup>, 2021, and when used in normal agricultural service, and if you are the original owner/purchaser of the covered tires acquired as original equipment tires on new equipment on an applicable agricultural machine or purchased from an authorized Mitas dealer. It does not cover tires that do not contain the Mitas serial number. This Limited Warranty is not transferrable to any other party. Tires are adjustable for ride-related conditions only during the first three months of service and up to 1/32nd of an inch of tread wear.

## Coverage and Length

If, before wearing down to 2/32nds of an inch of tread, any tire covered by this Limited Warranty becomes unusable for any reason within the manufacturer's control, such tire will be replaced with an equivalent new Mitas brand tire based on the 6-year policy set forth. Some examples of causes or conditions normally beyond the manufacturer's control are:

1. Overload or improper inflation pressure or abuse;
2. Field or road hazards or stubble damage (e.g. cut, snag, puncture, stubble damage, impact break, flex breaks, tear or chunk in tread, bar or shoulder);
3. Wheel misalignment, rim slip, tire/wheel assembly imbalance, incorrect rim size/dimensions, damaged/inappropriately fitted, mismatching of adjacent tires, or other vehicle conditions, defects or characteristics;
4. Conditions caused by earthmoving or land-leveling operations;
5. Improper repair, retreading, balancing, insertion of sealants, or filler materials;
6. Intentional alteration of either the appearance or the physical characteristic of the tire;
7. Improper mounting/demounting, mounting/demounting damage or conditions caused by aging or improper storage;
8. Damage due to abuse, vehicle projection, accident, collision, fire, operation at excessive speed, running flat, using chains or studs or vandalism; and
9. Failure to observe any of the "Owner-User's Obligations" items listed elsewhere in this document.

## Free Replacement Period

During the first year of service (proof-of purchase must be attached to claim form\*), if the tire is worn less than 20%, the tire will be replaced without charge including normal mounting and service charges.

## Pro-Rated Period

After the free replacement period, the replacement price will be prorated based on years of service from the original purchase date (proof-of-purchase must be attached to claim form\*) as set forth below;

<b>Years of Service or Age During</b>	<b>If Worn Less Than</b>	<b>Pro Rata Collection</b>
1 <sup>st</sup> & 2 <sup>nd</sup> year	20 %	0 %
3 <sup>rd</sup> year	30 %	30 %
4 <sup>th</sup> year	40 %	40 %
5 <sup>th</sup> year	50 %	50 %
6 <sup>th</sup> year	60 %	60 %
After the end of the 6 <sup>th</sup> year, coverage expires		100 %

\* if proof-of-purchase is not available, then the pro-rated amount will be based on date of tire manufacture, indicated by the production code molded on the tire sidewall. Proof of purchase date must be within four years of date of tire manufacture to be applied for this Limited Warranty.

## Owner – User’s Obligation

Proper tire care is necessary to obtain maximum hours of usage and wear.

The owner-user’s obligations are to operate tires within tire load and speed limits (at cold-air pressures specified by Yokohama TWS North America, Inc. for load, rim, and speed according to individual tire size, type and load capacity), and to maintain proper alignment of wheels.

To make an eligible adjustment claim under this Limited Warranty and Adjustment Policy, the owner-user must present the tire to an authorized Mitas dealer, complete and sign the customer section of the adjustment claim form, attach to the claim form a copy of the proof-of-purchase showing the date the tire was purchased new or proof-of-purchase of the new agricultural equipment that the tire came on, and pay the appropriate replacement price in effect at the time of adjustment, taxes, and service charges for a new, current equivalent Mitas brand tire. Owner-user is responsible for proper maintenance of the tire.

The obligation of Yokohama TWS North America, Inc. under this Limited Warranty and Adjustment Policy may not be enlarged or altered by anyone.

## Policy Exclusions

Yokohama TWS reserves the right to the final inspection decision on conditions for all returned tires under this Limited Warranty and Adjustment Policy.

TO THE EXTENT PERMITTED BY LAW, YOKOHAMA TWS NORTH AMERICA, INC. DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN THE WARRANTIES STATED IN THIS LIMITED WARRANTY POLICY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

TO THE EXTENT PERMITTED BY LAW, YOKOHAMA TWS NORTH AMERICA, INC. DISCLAIMS LIABILITY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, AND PUNITIVE DAMAGES, LOSS OF TIME OR PROFITS, LOSS OF VEHICLE USE, OR INCONVENIENCE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

NO YOKOHAMA TWS EMPLOYEE, RETAILER, OR DEALER HAS THE AUTHORITY TO MAKE ANY WARRANTY, REPRESENTATION PROMISE, OR AGREEMENT ON BEHALF OF YOKOHAMA TWS NORTH AMERICA, INC. EXCEPT AS EXPRESSLY WRITTEN IN THIS LIMITED WARRANTY AND ADJUSTMENT POLICY

In observance of U.S. Federal Law, this Limited Warranty and Adjustment Policy has been designated a "Limited Warranty." Yokohama TWS does not intend to represent through this Limited Warranty and Adjustment Policy that tire failures cannot occur.

# Stubble Damage Policy

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## Eligibility

The Mitas Stubble Damage Policy covers all Mitas brand radial, and bias tires purchased new or manufactured on or after July 1<sup>st</sup>, 2021 and when used in normal agricultural service, and if you are the original owner/purchaser of the covered tires acquired as original equipment tires on new equipment on an applicable agricultural machine or purchased from an authorized Mitas dealer. It does not cover tires that do not contain the Mitas serial number. This policy is not transferrable to any other party.

## Coverage and Length

In low moisture conditions with the modified genetics used today, stubble in the field can become extremely rigid and unyielding in its strength. Under these circumstances, tires may sustain stubble damage that may range from mild “scarring” to severe penetration and chunking.

Normal, expected stubble damage is merely cosmetic. And though unpleasant in appearance, it does not affect the tire’s ability to deliver a full life of service. However, under some rare circumstances, exposure and even penetration of the cord body may result from stubble damage.

Only the original purchaser of the covered tire or of the agricultural equipment that the tire originally came on may make an adjustment claim under this Stubble Damage Policy. If, while in normal agricultural service, a Mitas brand tire covered by this Stubble Damage Policy becomes unusable or not repairable due to stubble damage, such tire will be replaced with an equivalent new Mitas brand tire on a 3-year pro rata basis, as set forth in this policy. Owner must pay as a replacement price the appropriate pro rata percentage of the current buying price. Owner must also pay for mounting, service charges and applicable taxes.

This Stubble Damage Policy does not cover broken beads, damage due to run flat, abuse, land leveling, vehicle projection, accident, collision, fire or vandalism. Only the original purchaser of the covered tires may make an adjustment claim under this Stubble Damage Policy.



## Pro-Rated Period

The replacement price will be prorated based on years of service based on proof-of-purchase date\* as follows:

<b>Years of Service or Age During</b>	<b>If Worn Less Than</b>	<b>Pro Rata Collection</b>
1 <sup>st</sup> year	25 %	25 %
2 <sup>nd</sup> year	50 %	50 %
3 <sup>rd</sup> year	75 %	75 %
After the end of the 3 <sup>rd</sup> year, coverage expires		100 %

\* if proof-of-purchase is not available or if tire was not purchased new, then the pro-rated amount will be based on date of manufacture, indicated by the production code molded on the tire. Proof of purchase date must be within four years of date of tire manufacture to be eligible for warranty.

## Owner – User’s Obligation

The owner-user’s obligations are to operate tires within tire load and speed limits (at cold-air pressures specified by Yokohama TWS North America, Inc. for load, rim, and speed according to individual tire size, type and load capacity) and to maintain proper alignment of wheels. To reduce stubble damage, the owner-user must:

1. Set the tire spacing to run between rows – not on stubble;
2. Use mechanical devices readily available through equipment manufacturers to knock down stubble;
3. Make first tillage pass parallel to the rows.

To make an eligible adjustment claim under this Stubble Damage Policy, the owner-user must present the tire to an authorized Mitas dealer, complete and sign the customer section of the adjustment claim form, attach to the claim form a copy of the proof-of-purchase showing the date the tire was purchased new or proof-of-purchase of the new agricultural equipment that the tire came on, and pay the appropriate replacement price in effect at the time of adjustment, taxes, and service charges for a new, current equivalent Mitas brand tire. Owner-user is responsible for proper maintenance of the tire.

The obligation of Yokohama TWS North America, Inc. under this Limited Warranty and Adjustment Policy may not be enlarged or altered by anyone.

## Policy Exclusions

Yokohama TWS reserves the right to the final inspection decision on conditions for all returned tires under this Stubble Damage Policy.

TO THE EXTENT PERMITTED BY LAW, YOKOHAMA TWS NORTH AMERICA, INC. DISCLAIMS LIABILITY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL AND PUNITIVE DAMAGE, LOSS OF TIME OR PROFITS, LOSS OF VEHICLE USE, OR INCONVENIENCE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

THIS STUBBLE DAMAGE POLICY IS A STATEMENT OF ADJUSTMENT POLICY COVERAGE ONLY. NOTHING IN THIS STUBBLE DAMAGE POLICY IS INTENDED TO BE A WARRANTY AGAINST STUBBLE DAMAGE OR REPRESENTATION THAT FAILURES CANNOT OCCUR. YOKOHAMA TWS NORTH AMERICA, INC. DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, IN RESPECT OF STUBBLE DAMAGE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

# Field Hazard Policy

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## Eligibility

This Field Hazard Policy covers all qualified Mitas brand radial tires purchased new or manufactured after July 1<sup>st</sup>, 2021 and used in normal agricultural service and if you are the original owner/purchaser of the covered tires acquired as original equipment tires on new equipment on an applicable agricultural machine or purchased from an authorized Mitas dealer. This policy does not cover tires not containing the Mitas serial number. This policy is not transferrable to any other party.

## Coverage and Length

If, in normal agricultural service, a Mitas brand tire covered by this Field Hazard Policy becomes unusable or not repairable due to Field Hazard, such tire will be replaced with an equivalent new Mitas brand tire on a 2-year pro rata basis, as set forth in this policy. Owner must pay as a replacement price the appropriate pro rata percentage of the current buying price. Owner must also pay for mounting, service charges and applicable taxes.

This Field Hazard Policy does not cover broken beads, damage due to run flat, abuse, land leveling, vehicle projection, accident, collision, fire or vandalism. Only the original owner-user of the covered tires may make an adjustment claim under this Field Hazard Policy.

## Pro-Rated Period

The replacement price will be prorated on years of service based on proof-of-purchase date\* as follows:

<b>Years of Service or Age During</b>	<b>If Worn Less Than</b>	<b>Pro Rata Collection</b>
1 <sup>st</sup> year	25 %	25 %
2 <sup>nd</sup> year	50 %	50 %
After the end of the 2 <sup>nd</sup> year, coverage expires		100 %

\* if proof-of-purchase is not available or if tire was not purchased new, then the pro-rated amount will be based on date of manufacture, indicated by the production code molded on the tire. Proof of purchase date must be within four years of date of tire manufacture to be eligible for warranty.

## Owner – User’s Obligation

Proper tire care is necessary to obtain maximum hours of usage and wear.

The owner-user’s obligations are to operate tires within tire load and speed limits (at cold-air pressures specified by Yokohama TWS North America, Inc. for load, rim and speed according to individual tire size, type, and load capacity) and to maintain proper alignment of wheels.

In case of an adjustment claim, the owner-user must present the tire to an authorized Mitas dealer, complete and sign the customer section of the adjustment claim form, attach to the claim form a copy of the proof-of-purchase showing the date the tire was purchased new, or proof-of- purchase of the new agricultural equipment that the tire came on, and pay the appropriate replacement price, taxes, mounting and service charges for a new, current, equivalent Mitas brand tire.

The obligation of Yokohama TWS North America, Inc. under this Field Hazard Policy may not be enlarged or altered by anyone.

## Policy Exclusions

Yokohama TWS reserves the right to the final inspection decision on conditions for all returned tires under this Field Hazard Policy.

YOKOHAMA TWS NORTH AMERICA, INC. DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, IN RESPECT OF FIELD HAZARDS, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

TO THE EXTENT PERMITTED BY LAW, YOKOHAMA TWS NORTH AMERICA, INC. DISCLAIMS LIABILITY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL AND PUNITIVE DAMAGE, LOSS OF TIME OR PROFITS, LOSS OF VEHICLE USE, OR INCONVENIENCE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

This Field Hazard Policy is a statement of Adjustment Policy coverage only. Nothing in this Field Hazard Policy is intended to be a warranty against field hazards or representation that tire failures cannot occur.







**Yokohama TWS North America, Inc.**

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Yokohama TWS North America, Inc. reserves the right to withdraw or change any part of this Policy without notice.

The up-to-date valid issue of the Policy is available online at [www.mitas-tires.com](http://www.mitas-tires.com).