



IRONMAN™

TIRES TO TRUST

LIMITED PROTECTION POLICY

www.IronmanTires.com

#IronmanTires   

Limited Protection Policy

IRONMAN® TIRES LIMITED PROTECTION POLICY

HERCULES TIRE & RUBBER CO.'S OBLIGATIONS

Replacement of Eligible Tires will be made by any Ironman Tires brand authorized dealer or vehicle dealer authorized to handle Ironman Tires brand tire adjustments ("Authorized Dealer"). Hercules Tire & Rubber Co. will replace the tire pursuant to the terms of this Limited Protection Policy. Tires that are replaced under an adjustment basis under this Limited Protection Policy become the property of Hercules Tire & Rubber Co.

OWNER'S OBLIGATIONS

To make an eligible claim under this Limited Protection Policy, the owner must present a claim with the tire to an Authorized Dealer. For the nearest Authorized Dealer, consult a local directory, internet search engine, www.HerculesTires.com, or call 1-800-677-9535. Owner must present an original tire sales invoice indicating the date of purchase. Owner will be required to sign the Ironman Limited Protection Policy Claim Form. Owner is responsible for paying all applicable taxes set forth under this Limited Protection Policy. Owner is also responsible for paying local tire disposal fees and any parts or service regardless of mileage or months of service. This includes payment for tire rotation, alignment, towing, road service, valve stems and tire repair. Owner is responsible for maintaining proper tire air pressure and for proper maintenance of the tire. Under the Mileage Coverage Plan portion of this Limited Protection Policy owner must present a claim with the original customer copy of an up-to-date tire rotation schedule, which is printed in this Limited Protection Policy. Owner must rotate tires at least every 6,000 to 8,000 miles (10-13,000 kilometers) or sooner if uneven tread wear begins to appear.

CONDITIONS AND EXCLUSIONS

The Limited Protection Policy described herein applies only to tires purchased in the United States or Canada. No representative, agent or employee of Hercules Tire & Rubber Co. or its dealers has any authority to make any representation, promise, agreement or change to this Limited Protection Policy except as specifically stated herein. Passenger Tires purchased prior to six years before the date you present them for adjustment are excluded.

PASSENGER CAR TIRES

Ironman Tires passenger car tires which become unserviceable because of the following conditions are excluded from Limited Protection Policy coverage and are not subject to adjustment: tires run flat, underinflated or overloaded (refer to information molded on tire sidewalls and vehicle manufacturer's recommended load tables), tires worn unevenly or rapidly due to misalignment, improper mounting or other mechanical irregularity, repairable punctures, tires misused or abused, vandalism, loss from fire, wreck or collision, tires used in other than normal passenger car service (normal passenger car service includes tires used in normal passenger car service by the original owner in the furtherance of his trade or business but excludes the use of the tire in truck, racing, off the highway service, campers, emergency response vehicles or on vehicles which are leased or for hire, including taxis, limousines or similar vehicles), tires concerning which recommended maintenance has not been performed by the user.

LIGHT TRUCK TIRES

Ironman Tires light truck tires removed from service because of the following conditions are excluded from this Limited Protection Policy coverage and are not subject to adjustment: run flat or underinflated, tires worn unevenly or rapidly due to misalignment, improper mounting or other mechanical irregularity, tires misused or abused, vandalism, loss from fire, wreck or collision, tires used in other than normal service including improper load and inflation (refer to information molded on tire sidewalls and vehicle manufacturer's recommended load tables), tires concerning which recommended maintenance has not been performed by the user.

USAGE OF PRODUCT

This Limited Protection Policy applies only to tires which are equivalent in size and load range rating to the size and load range rating recommended by the manufacturer of the vehicle on which the tires are mounted and operated in accordance with the vehicle manufacturer's recommendations.

GENERAL

All tire adjustments under this Limited Protection Policy are CONTINGENT upon:

- Completion of the Registration and Limited Protection Policy forms at the time of sale.
- The subject tire not having been mounted on any other vehicle than on that on which it was first mounted.
- The claim being presented by the original purchaser of the subject tire.
- Copy of original invoice. You must also present personal identification (e.g., driver's license) and vehicle registration upon request and must make the vehicle on which the tires were mounted available for inspection.

No adjustment pursuant to this Limited Protection Policy shall in any way be determined or construed as an admission or indication on the part of Hercules Tire & Rubber Co. or on any other party that any tire or tube adjusted or determined to be adjustable is in fact either defective in workmanship and/or material, or poor or merchantable quality or in any way unfit for the use for which it was intended, or serve to set a precedent for any further adjustment. This Limited Protection Policy specifically excludes and does not cover you for any loss of time, loss of use of the vehicle, or any incidental or consequential damages relating to the quality, condition or performance of the product. Some states and provinces do not allow the exclusion or limitation of incidental or consequential damages so the above exclusion may not apply to you.

HERCULES TIRE & RUBBER COMPANY RESERVES THE RIGHT TO THE FINAL INSPECTION DECISION FOR ALL RETURNED TIRES. THIS LIMITED PROTECTION POLICY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. HERCULES EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SOME U.S. STATES AND/OR CANADIAN PROVINCES DO NOT ALLOW LIMITATIONS ON THE DURATION OF AN IMPLIED PROTECTION. SO THE ABOVE MAY NOT APPLY TO YOU. TO THE EXTENT PERMITTED BY LAW, HERCULES DISCLAIMS LIABILITY FOR ALL CONSEQUENTIAL AND INCIDENTAL DAMAGES. THE REMEDIES SET FORTH IN THIS LIMITED PROTECTION POLICY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF PROTECTION POLICY. SOME U.S. STATES AND/OR CANADIAN PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS LIMITED PROTECTION POLICY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM U.S. STATE TO STATE OR CANADIAN PROVINCE TO PROVINCE. THIS IS THE ONLY EXPRESSED PROTECTION POLICY MADE BY HERCULES. NO HERCULES EMPLOYEE, RETAILER, OR DEALER HAS THE AUTHORITY TO MAKE ANY PROTECTION POLICY, PROTECTION REPRESENTATION, PROMISE OR AGREEMENT ON BEHALF OF HERCULES EXCEPT AS EXPRESSLY WRITTEN IN THIS LIMITED PROTECTION POLICY IN OBSERVANCE OF U.S. FEDERAL LAW, THIS LIMITED PROTECTION POLICY HAS BEEN DESIGNATED A "LIMITED PROTECTION POLICY." HERCULES DOES NOT INTEND TO REPRESENT THROUGH THIS LIMITED PROTECTION POLICY THAT TIRE FAILURES CAN OR CANNOT HAPPEN.

ARBITRATION CLAUSE

ALL CLAIMS ARISING OUT OF THIS LIMITED PROTECTION POLICY OR THE MARKETING, SALE OR PERFORMANCE OF THE PURCHASED TIRE(S) AGAINST HERCULES TIRE & RUBBER CO., ITS SUPPLIERS, DEALERS OR ANY OF THEIR AFFILIATES OR ANY OF THEIR AGENTS, EMPLOYEES, OFFICERS OR DIRECTORS (collectively for the purposes of this paragraph "Hercules") SHALL BE SUBJECT TO BINDING ARBITRATION.

You acknowledge that your agreement to subject any claim described above means that you waive and forego any rights you may otherwise have to litigate your claim in a court of law and that you freely choose to resolve any such claim by arbitration upon election of arbitration by you or by Hercules. You agree further that no claim described above shall be litigated or arbitrated as a class action or on a class wide or representative basis or on behalf of the general public. You agree that any judgment or award of the arbitrator(s) will be final and not subject to judicial review. You recognize and agree that the arbitrator(s) shall have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be specifically required by statute.

ADJUSTMENT POLICY

If found adjustable, an Ironman Tires dealer will promptly replace the tire with a tire of like quality, and the replacement charge will be determined by multiplying the consumer's original purchase price (as verified by consumer's invoice) or at the selling price established by the adjusting dealer by the percentage of original tread depth worn from the tire (the original purchase price does not include local, state taxes or Federal Excise Tax). Hercules Tire & Rubber Co. may, at its option, make a proportionate refund in lieu of replacing an adjustment tire. ANY ADDITIONAL CHARGES FOR LOCAL TAXES, MOUNTING, BALANCING, OR A HIGHER PRICED TIRE ACCEPTED AS A REPLACEMENT SHALL BE PAID BY THE CONSUMER. Should any problem develop in obtaining your replacement tire, you are requested to contact the Consumer Relations Department, telephone 1-800-677-9535.

ADJUSTMENT PROCEDURES

Unserviceable Ironman brand tires adjustable under the terms of this Limited Protection Policy should be returned to an Ironman Tires dealer. To locate an Ironman Tires dealer:

- See "Find a Dealer" at www.ironmantires.com
- Call 1-800-677-9535





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TREAD WEAROUT COVERAGE ROTATION SCHEDULE VALID ONLY IN THE UNITED STATES AND CANADA

To be completed by Authorized Service Technician

Rotation Schedule - Must be maintained and updated to receive coverage

Rotation Miles/KM	Date	Odometer Reading	Rotation Miles/KM	Date	Odometer Reading

Odometer at Wearout

-

Minus Odometer at Time
of Installation

=

Equal Miles / Kilometers
Received

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