

LIMITED WARRANTY

The following warranty contains certain rights and obligations that pertain to Taishan branded off-the-road (OTR) tires. Please review these rights and obligations carefully.

DEFINITION

An OTR tire is listed in the OTR section of the current Borgata Recycling, Inc. Tire Catalogue price list. It does not include, among others, agricultural tires, aircraft, light construction tires, or tires marked "NA" (not adjustable).

ELIGIBILITY

Every OTR tire bearing the name Taishan and with a complete serial number molded in the sidewall is warranted to be free from defective conditions within the manufacturer's control. If an examination by an authorized Borgata Recycling representative shows that any such tire failed as a result of a condition under the control of the manufacturer, it will, at the option of Borgata Recycling, either be repaired at no charge, or replaced with a new Borgata Recycling product on a pro-rata basis for the unused tread life. This credit will be determined by applying the percentage of remaining tread depth (RTD%) to the following chart.

Amount of Credit to the Customer for Workmanship and Material Conditions

Age of Tire	Percentage of Original Tread Depth Remaining							
	81% -100%	71% -80%	61% - 70%	51% - 60%	41% - 50%	31% - 40%	21% - 30%	0% - 20%
Less than 60 Days	Actual %	70%	60%	50%	40%	30%	20%	0%
60 Days to Six Months	80%	70%	60%	50%	40%	30%	20%	0%
12 months or less	75%	65%	60%	50%	40%	30%	20%	0%
18 months or less	50%	50%	40%	40%	40%	30%	10%	0%
24 months or less	40%	30%	30%	30%	30%	20%	10%	0%
30 months or less	20%	20%	20%	20%	20%	20%	10%	0%
More that 30 months	0%	0%	0%	0%	0%	0%	0%	0%

The percentage credit noted on the chart will be multiplied by the dealer's original purchase price of the tire (excluding federal excise tax) to determine the amount of credit to be applied. Such credit must be applied toward the purchase price in effect at the time of adjustment of a new Borgata Recycling, Taishan OTR tire.

This warranty coverage is for OTR tires used within published designed specifications for Taishan tires. Any use outside such specifications automatically voids this warranty. Please consult Borgata Recycling data books, maintenance manuals, etc. for design specifications. This warranty does not apply to used or "NA" (not adjustable) tires.

TIME PERIOD

This warranty applies to Borgata Recycling Taishan OTR tires for a period of five years from date of manufacture. The date of manufacture can be determined by the second and third digits in the serial number code. For non-serial controlled tires, the date of manufacture can be determined using the production lot code.

LIMITED WARRANTY EXCLUSIONS - ALL OTR TIRES AND TUBES

All OTR tire and tube warranties are subject to the following exclusions:

1. All limited warranties of Borgata Recycling are limited to the original purchaser and are not assignable to subsequent purchasers.
2. Costs of mounting and balancing following pro-rated replacement or repair of tires or tubes, and applicable federal, state and local taxes, are not covered by warranties.
3. Warranties do not cover damage resulting from misuse, improper mounting, misapplication, use of non-approved rims, improper inflation, overloading, running flat, misalignment or imbalance of wheels/rims, defective brakes or shock absorbers, abuse, willful damage, oil, chemical action, fire or other externally-generated heat, use of tire chains, use of studs, water or other material entrapped inside during the tire mounting, vehicle damage or road hazards (such as rock cuts, punctures, cut separations, impacts, flex breaks).
4. Claims for irregular wear are not covered.
5. Any tire which is operated above its ton-mile-per-hour (TMPH) rating is not covered.
6. All tube-type tires should be used with proper size tubes exclusively.
7. Warranties do not apply to original useable tread depth and do not extend to retreaded tires.
8. Any modifications to the tire (added butress shoulders, regrooving, relugging, etc.) void all warranties.
9. Any material added to the tire (tire fill, sealer, balancer, etc.) is not covered by this warranty and will not be compensated for in case of credit being issued for the tire. Use of a solid type fill (such as urethane) voids all warranties.



10. Any costs associated with the repair of tires are not covered unless previously approved by Borgata Recycling.

11. Warranties are valid only for tires and tubes purchased and used in the United States.

12. ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY LIMITED TO THE DURATION OF THIS LIMITED WARRANTY.

13. ALL OBLIGATIONS OR LIABILITIES FOR INCIDENTAL OR CONSEQUENTIAL DAMAGE ARE HEREBY EXCLUDED, INCLUDING LOSS OF USE OF VEHICLE AND LOSS OF TIME.

14. Some states do not allow limitations in how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

15. No Borgata Recycling dealer has the authority to make or imply any representation, promise or agreement which in any way varies or extends the terms of this warranty.

TO OBTAIN WARRANTY SERVICE:

1. Contact an authorized Borgata Recycling OTR dealer. Please be prepared to provide proof of purchase of the product and purchase date.
2. The authorized dealer will contact Borgata Recycling to arrange for inspection of the tire in question and processing of your claim. The dealer has no authority or responsibility to make the determination as to eligibility for coverage under this warranty.