- Some jurisdictions do not allow the exclusion of an implied warranty, so the above may not apply to you. Also, some jurisdictions do not allow the exclusion or limitation of inci dental or consequential damages, so the above limitation or exclusion may not apply to you.
- This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state or province to province.
- The remedies set forth in this Warranty are the sole and exclusive remedies for breach of warranty.
- This Warranty is the only express warranty made by Giti. No Giti employee, retailer, or dealer has the authority to make any warranty, representation, promise or agreement on behalf of Giti except as expressly written in this limited warranty and adjustment policy.
- This Warranty is not a warranty that a tire failure will not occur or a tire will not become unserviceable.

## SAFETY WARNING

IGNORING ANY OF THE SAFETY AND MAINTENANCE INFORMATION CONTAINED IN THIS LIMITED WARRANTY MAY RESULT IN TIRE FAILURE, CAUSING SERIOUS INJURY OR DEATH.

Property damage, serious injury or death may result from:

- TIRE FAILURE DUE TO UNDER INFLATION /OVERLOADING
   (INCLUDING THE SPARE TIRE). Follow vehicle owner's manual
  - or tire placard in vehicle for proper inflation and loading.

    EXPLOSION OF TIRE/RIM ASSEMBLY DUE TO IMPROPER
  - TIRE MOUNTING. Tire mounting/demounting can be dangerous. It should be performed only by a trained tire specialist using proper tools and procedures. Prior to tire mounting/demounting, the Rubber Manufacturers Association (RMA) wall charts and manuals should be read to obtain the proper procedures. The failure to follow these procedures may result in faulty positioning of the tire and/or rim that may cause the assembly to burst with force sufficient to cause injury or death.
- TIRE FAILURE DUE TO DAMAGE. Inspect your tires frequently for scrapes, bulges, separations, cuts, snags and other damage from road hazards. Damage from impact can occur to the inner portions of your tire without being visible to the outside. If you suspect a tire has been damaged from striking anything unusual in the road, you must have the tire removed from the rim and inspected both inside and out by a trained tire specialist.
- AIR LOSS OR UNUSUAL TIRE WEAR can also be warning signs that a tire may have internal damage. If you notice these conditions, have your tire inspected by a trained individual.
- TIRE FAILURE DUE TO EXCESSIVE TIRE SPINNING. Avoid tire spinning. The centrifugal force generated by a free-spinning tire/rim assembly may cause a sudden tire explosion resulting in vehicle damage and/or serious injury or death. Never exceed 35 mph (55 km/h) as indicated on your speedometer when your vehicle is stuck in snow, mud or sand and your tire(s) is/ are spinning. Use a gentle backward and forward rocking motion to free your vehicle for continued driving. Never stand or permit anyone else to stand near or behind a tire spinning while attempting to push a vehicle that is stuck.
- TEMPORARY SPARE TIRE WAS SPECIFICALLY DESIGNED FOR YOUR CAR and should not be used on any other vehicle.

# LIMITED WARRANTY & ADJUSTMENT POLICY

# FOR SERVICE ASSISTANCE OR INFORMATION

Contact the [VOLKSWAGEN] Authorized Dealer where you purchased the vehicle. They will assist you regarding the authorized Giti Tire dealer or contact us at:

GITI Tire (USA), Ltd. Technical Service & Compliance Department 10404 Sixth Street Rancho Cucamonga, CA 91730

Phone: 1-866-756-6631 / Fax: 909-476-4028 e-mail: techservice@us.giti.com

FOR ORIGINAL EQUIPMENT PASSENGER, LIGHT TRUCK &

**TEMPORARY SPARE TIRES** 

EFFECTIVE 03/25/2017

www.gitiusa.com www.giti.ca



LIMITED WARRANTY FOR ORIGINAL EQUIPMENT TIRES (PCR, LTR and TS TIRES)

This Limited Warranty Policy ("Warranty") applies to the original owner of new Giti brand Passenger (PCR), Light Truck (LTR) and Temporary Spare (TS) tires that are the new vehicle original equipment tires bearing the Giti brand name and D.O.T. Tire Identification Number, operated in normal service, and used on the same vehicle on which they were originally installed according to the vehicle manufacturer's recommendations.

Tire(s) on any vehicle registered and normally operated outside the United States and Canada are excluded from eligibility under this Warranty.

### 1. ELIGIBILITY

To be eligible, the following criteria must be met:

- The tire was installed on your vehicle at the factory as an original equipment part.
- You are the original purchaser of the tire.
- You purchased the vehicle after May 1, 2017.
- You have always used the tires with the original vehicle.
- The tires were operated under normal service conditions and according to the vehicle manufacturer's recommendations.
- The tires are not subject to exclusion (see Section 3, "What is not covered by the Warranty").
- You fulfill the warranty claim procedure.

### WHAT IS COVERED AND WHAT IS THE WARRANTY PERIOD.

Eligible tires are covered under this Warranty for a period of up to 60 months from the date of purchase of vehicle, determined by the new vehicle registration date or new vehicle sales invoice showing date of purchase.

For the replacement, contact the dealer where you purchased your vehicle or an authorized Giti tire dealer (Authorized Dealer) to determine the eligible warranty coverage for your tires and how to proceed.

Free Replacement Period

### PCR/LTR TIRES

If an eligible Giti tire PCR or LTR tire becomes unserviceable from a warrantable condition, other than those listed under Section 3, during the first 2/32" (1.6 mm) of usable tread, it will be replaced with a comparable new Giti tire free of charge, including mounting and balancing (excluding on line orders). Owner pays all applicable taxes.

### **TEMPORARY SPARE:**

If an eligible Giti TS tire becomes unserviceable from a condition other than those listed in Section 3, during the first 1/32" (0.8 mm) of usable tread, it will be replaced with a comparable new Giti brand TS tire free of charge, including mounting and balancing. The owner pays all applicable taxes. After this "Free Replacement Period" for your TS tire expires, no warranty claim will be accepted.

After the Free Replacement Period for LTR tires

The tire (except a Giti TS tire) may still be eligible for a prorated replacement up to 60 months from the date of original purchase until the tread is worn down to the tread wear indicators (2/32 inch or 1.6 mm of remaining tread). If an eligible tire becomes unserviceable under the stipulations of this Warranty it will be replaced with a comparable new Giti tire, charging the owner a prorated amount. Owner pays all applicable taxes (including F.E.T.), mounting and balancing charges.

The replacement tire price will be determined by multiplying the percentage of the useable tread worn by the dealer's or Authorized Dealer's selling price for the replacement tire (excluding all applicable taxes) at the time of the adjustment. The useable tread is the original tread down to the tread wear indicators (2/32 inch of tread remaining.)

### WHAT IS NOT COVERED BY THE WARRANTY

This Warranty does not apply to tires which have become unserviceable under (but not limited to) the following conditions:

- Mileage. Original equipment tires are not covered by mileage.
- Damage from road hazards (not limited to cuts, snags, bruises, impact breaks, bulges, punctures, stone drills, chips, and scales), fire, theft, or collision.
- Irregular or excessive treadwear due to: improper inflation
  pressure, overloading, curbing, use of improper rim or wheel,
  vehicle misalignment, improper mounting or demounting,
  failure to rotate the tires at recommended intervals, and poor
  or defective mechanical condition of brakes, suspension sys
  tem, and wheels, or any other factors attributable to vehicle or
  wheels.
- Tires subjected to severe under-inflated or run-flat conditions.
- Damage caused by misuse, misapplication, negligence, abuse, tire alteration, tire spinning, or use in competition or racing.
- Improper tire mounting, or tire/wheel assembly imbalance.
- Damage from incorrect mounting or dismounting of the tire, incorrect wheel size, water or other material trapped inside the tire during mounting, or failure to keep the tires balanced.
- Damage resulting from improper repair materials or procedures.
- Improperly repaired tire.
- Use in commercial applications.
- Tire damage caused by accident, fire, chemical corrosion, or vandalism.
- Flat spotting caused by improper storage or brake lock.
- Contamination or degradation by petroleum products or other chemicals, solid or gaseous materials other than air, nitrogen or carbon dioxide (for example, water based sealers or balancing substances).
- Ozone or weather checking after 48 months from manufacturing date.
- With the DOT tire identification number (serial number) removed or rendered illegible.
- Purchased or used outside the United States or Canada.
- Tires which have been recapped, retreaded or regrooved.
- Failure to meet conditions of this Warranty, not limited to tires:
  - o That are not eligible tires, as noted in Section 1.
  - For which mileage and tire rotation records are not available or verifiable.

- Not presented and available for Giti inspection.
- Worn beyond the treadwear indicators (less than 2/32 inch of remaining tread depth).
- With ride complaint that occurs after the first
   2/32 inch of tread wear.
- Temporary spare tires that are used at speeds over 50 mph.

### GITI OBLIGATION

Replacement of eligible tires will be made by the dealer where you purchased your vehicle or by an alternate Authorized Dealer. Giti will replace the tire pursuant to the terms of this Warranty. Tires that are replaced under this Warranty become the property of Giti.

### OWNER'S OBLIGATION

To make an eligible claim under this Warranty, the owner must present a claim, with the tire, to the dealer where you purchased your vehicle or a Giti Authorized Dealer. Owner must present new vehicle registration form or new vehicle sales invoice indicating the date of purchase. Owner will be required to sign the Giti Limited Warranty Claim Form or dealer replacement sales receipt.

- The owner must rotate the tires in accordance with pre scribed rotation patterns as recommended by either the vehicle manufacturer or Giti.
- Owner is responsible for proper maintenance, inspection, and proper use of tire(s) and vehicle, including maintaining proper tire pressure.
- Once replaced, the tire(s) adjusted become property of Giti.
- Owner is responsible for paying all applicable taxes set forth under this Warranty.
- 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 repairs.
- No claim will be recognized unless submitted on a Giti claim form and dealer replacement sales receipt. Giti reserves the right to conduct a final inspection on a returned tire and decide if any conditions under section 3 apply.

### 6. DISCLAIMER

- TO THE EXTENT PERMITTED BY LAW, GITI HEREBY DISCLAIMS
  ANY AND ALL OTHER WARRANTIES AND REPRESENTATIONS,
  EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION
  ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A
  PARTICULAR PURPOSE.
- FURTHER, TO THE EXTENT PERMITTED BY LAW, GITI
  DISCLAIMS ANY LIABILITY FOR ANY INDIRECT, SPECIAL,
  INCIDENTAL, CONSEQUENTIAL, LOST PROFIT, LOSS OF
  BUSINESS, LOSS OF GOODWILL OR REPUTATION, LOSS OF
  TIME, LOSS OF VEHICLE USE, OR PUNITIVE DAMAGES OF ANY
  KIND.