

WARRANTY AND COMPLAINT CONDITIONS OF MITAS MOTORCYCLE AND SCOOTER TYRES AND TUBES

1.1. These Warranty and Complaint Conditions (Conditions) apply of January 1st, 2014, for motorcycle and scooter tyres (tyres) manufactured by MITAS a.s. (Mitas) production plants Zlin, Czech Republic and SAVATECH d.o.o. (Savatech), production plant Kranj, Republic of Slovenia, under Mitas and Savatech brands and tubes sold by Mitas/Savatech. If any provision of these Conditions would be contrary to any mandatory legal provision in any particular jurisdiction, such provision shall apply to a maximum extent as provided for by such mandatory legal provisions.

1.2. Mitas/Savatech warranties that, subject to normal and proper use (including, among other, storage), tyres and tubes will have standard characteristics within the warranty period. As far as quality and appearance of tyres and tubes is concerned, Mitas/Savatech warranties that they are manufactured/sold in accordance with its internal regulations and international quality and environmental standards (ISO 9001, ISO 14001). Tyres are, to the extent applicable, homologated pursuant to ECE Regulation No. R75. Conformity with requirements of DOT 119 is indicated on the sidewall lettering of the tyre.

2. Management of tyre casings and tyres

2.1. Tyre is understood as a complete tyre casing, with its inner tube and flap fitted on the rim, inflated with the prescribed medium. Technical parameters of tyres are included in Mitas/Savatech catalogues and are based on the respective international standards and recommendations (E.T.R.T.O., T.R.A.).

2.2. Tyres must be managed pursuant to regulations of their use as prescribed in catalogues, leaflets and technical information of the tyre manufacturer as well as in accordance with documentation supplied by vehicle manufacturer. The user is responsible for using tyres in a correct manner and in compliance with all applicable regulations as well as Mitas/Savatech instructions and tips for users, published at www.mitas-tyres.com, which are attached to these Conditions.

2.3. When mounting a tyre casing, only specified suitable, clean and undamaged rims may be used. Such rims must be checked in advance for possible damages and must be devoid of any impurities (e.g., but not limited to, rust). Rims made of metal sheet must be coated with protective paint.

2.4. Tubeless tyres should be mounted on rims suitable for tubeless tyres and in accordance with Mitas's/Savatech's instructions and tips for users which are attached to these Conditions. When mounting a new tubeless tyre, a valve should be replaced. When mounting a new tube type tyre a new tube and, when necessary, a corresponding new flap should also be mounted. Special assembly paste should be used to facilitate such mounting. In no case should oil based agents be used.

2.5 Rims, inflations, loading capacities and other relevant technical data are specified in Mitas/Savatech catalogues. Specific data is available as a part of vehicle documentation. Vehicles have to be used in conformity with manufacturer's instructions. When purchasing a tyre, the user has to choose a tyre dimension specified by the vehicle manufacturer (dimension, load capacity, speed category, inflation pressure, etc.).

2.6. Inflation specified for the given vehicle must be maintained during the whole period of its service-life. During the use, the extent of wear and tear of the tyres must be regularly monitored. Tyre pressure has to be regularly checked (at least once per week). The user is also obliged to regularly check the condition of the tyre (damages on the outer surface), preferably before each use. Service life of a tyre may be shortened and/or negatively influenced by an incorrect inflation or inadequate vehicle condition.

2.7. Service load of the vehicle must be distributed in such a way so as not to overload any individual tyre. Loading capacity of a tyre is determined with respect to its inflation and the maximum speed of the vehicle.

2.8. Only undamaged tyres with tread-depth equal or above that which is prescribed by legislation of each respective country where the tyre is used may be used.

2.9. After a tyre is purchased, the user is responsible for its proper storage. The instructions and tips for users can be found at www.mitas-tyres.com and form a constituent part of these Conditions.

3. Warranty period

3.1. Warranty period for tyres is 36 months from the date of sale to the end user but in any case no more than 60 months from manufacturing date as indicated on the tyre sidewall lettering. Manufacturing date is indicated by DOT mark or by the assigned serial number. When delivering a tyre to the purchaser, Mitas/Savatech warrants that at least one of two indicators shall be clearly visible.

3.2. Warranty period for tubes is 24 months as of the date of sale to the end user.

4. Warranty

4.1. Manufacturing defects within the meaning of these Conditions shall occur in cases of delivering of an incorrect quantity, delivering of tyres different than those ordered and/or quality defects which limit the normal usability of the tyre, unless warranty is excluded due to non-conformity to these Conditions without any direct connection with the manufacturing process.

4.2. Warranty shall thus be excluded particularly in following cases:

- failure to adhere to the prescribed inflation, loading (i.e. when tyres are subjected to a higher loading than the maximum load capacity of the tyre) or the maximum admissible speed of the tyre (use at higher speeds than prescribed by the speed index),
- use of an unsuitable (including unsuitable dimensions), damaged or imbalanced rim,
- unsuitable vehicle geometry - double track,
- damage to tyre when mounting/dismounting or due to improper mounting (dismounting, such as but not limited to, tyre mounted on an unsuitable position on a vehicle, water or foreign particles captured in the tyre interior when mounting the tyre, tubeless tyres mounted on tube-type rims without tubes, tube type tyres mounted without tubes, tyres mounted with old, damaged tubes, or tubes of unsuitable sizes,
- use of an unsuitable inner tubes or flaps (e.g. old flaps) or valves (e.g. old valves),
- damage to tyre resulting from improper operation (i.e. usage of a tyre for a purpose other than prescribed by manufacturer, abusive driving such as tyre spinning or racing),
- improper loading of tyres,
- uneven wear due to improper technical condition of the vehicle (including, but not limited to, improper suspension or improper brakes),
- mechanical damage to tyre during its use (e.g. riding on damaged road surface; flat tyres, cuts on the outer surface, impacts, water or foreign particles in tyre interior as a result of mounting), mechanical contact of the tyre with chassis due to, e.g., unsuitable, including to narrow, mudguards...,
- exposure of tyre to external sources of high temperature and heat,
- intentional alterations of tyres such as, but not limited to, tread re-grooving or other alterations that could adversely affect the tyre, e.g. adding sealant materials to the tyre),
- tyres that were subject to repair- use of such tyres is on exclusive risk of a person who performed such repair,
- inflating the tyres with medium other than air or by inert gas,
- damage to the tyres caused by exposure to oil based substances or to other chemicals and/or aggressive agents (e.g. propellants, fuels, lubricants, acids, lyes, solvents), by exposure to extreme temperatures (heating bodies, brake drums), by fire or by *vis major* events,
- natural wear, i.e., when tyre wear and tear exceeds TWI indicator (usable tread is below 0.8 mm or 1/32 inch), Such tyre reached the end of its service life, irrespective of its age or distance travelled,
- tyres with a TWI indicator and homologated according to ECE R75, not worn to the TWI indicator but older than 60 months from the date of manufacturing,
- tyres damaged during shipment by a shipping company,
- tyres damaged due to non adherence to the general instructions for tyre use, or due to the following irregularities:
 - wrong direction of rotation,
 - use of road tyres for off-road rides, or in circumstances or on a vehicle not recommended by Mitas/Savatech,
- tyres subsequently processed out of factory (coloured sidewalls, coloured lettering on sidewalls, subsequently adhered labels, etc.),
- improper storage of tyres (including tyres damaged during improper storing out of the factory warehouse),
- tyres which shake and are worn out more than 10% usable tread depth,
- second hand tyres,
- claims relating to minimum distance travelled (as this depends on the conditions of use, driving style, etc.),
- claims relating to vehicle economy (e.g. rolling resistance, fuel consumption),
- claims relating to frequency of pressure check-ups.

4.2.1. In addition to this, Mitas/Savatech does not assume any responsibility for damages incurred in case end user had been supplied by a third party with unsuitable or damaged tyres and such damage occurred owing to unsuitable handling or use of such tyres.

4.2.2. The necessity of setting up the complaint by the party that purchased the tyres from Mitas/Savatech is another condition for recognizing the complaint. Mitas/Savatech shall accept tyres or tubes in the complaint procedure if the customer followed manufacturer's instructions.

4.3. With reference to the individual product groups, the warranty does furthermore not cover:

4.3.1 Racing tyres:

- Claims relating to tyre wear and tear, and the shape of tyre wear and tear.
- Claims relating to achieved lap times or subjective perception of the tyre grip.
- Claims relating to tyre age.

4.3.2. Coloured tyres and white-sidewall tyres:

- Claims relating to colouration of a white-sidewall as a consequence of dirt.
- Claims relating to colouration of a white-sidewall as a consequence of improper storing at customers and/or retailers.

4.3.3. Tubes:

- Damage to tubes when mounting (including folds).
- Damage to tubes due to irregularities (damages) on the rim or due to an unsuitable flap.
- Claims if tubes were used and damaged together with TL tyres in case use of TL tyre with tube is not permitted by the manufacturer.

4.4. Unless specially prescribed by these Conditions, warranty does not cover any consequential, punitive or any other similar damages which are excluded.

5. Complaint procedure

5.1. General

5.1.1. Purchaser is obliged to take delivery of the tyre and/or tube and perform an ordinary inspection of such products upon delivery. If this would, due to objective reasons, not be possible, such inspection is to be performed as soon as the purchaser is in a position to do so and in an ordinary course of business, but in any case no later than within 8 days after delivery and during the warranty period. Obvious manufacturing defects must be notified and claimed immediately, otherwise the purchaser forfeits its rights to claim such obvious defects. If after 8 days after delivery of such products no complaint is lodged, such delivery is considered to be accepted.

5.1.2. Risk of loss of damage to tyres and/or tubes shall pass to the purchaser with the delivery of such products. If the purchaser fails to take the delivery, such risk shall nevertheless pass to the purchaser at such time as the delivery should have occurred.

5.2 Lodging of complaint

5.2.1. Complaint must be lodged immediately after a defect is detected or should have been detected pursuant to these Conditions. Complaint procedure must be lodged with a party that sold the tyres/tubes to the purchaser or with a manufacturer of tyres. There shall be no joint liability of Mitas and Savatech.

5.2.1.1. In case of OE warranty complaints, the purchaser should lodge a complaint with the nearest Savatech/Mitas dealer (e.g. distributor...) selling tyres on a given territory.

5.2.2. Complaint must be lodged in writing on a Complaint Inquiry Form, which is attached to these Conditions, or on a WDK questionnaire or of another document which is generally being used on the given territory and which contains complete data necessary for settling a lodged complaint. In case delivery of an incorrect quantity of tyres and/or tubes is claimed, an Unloading Error Report, which is attached to these Conditions, should be used.

5.2.3. Complaint report must contain at least the following data:

- Name and address of purchaser of the products who is setting up the complaint and his complaint number,
- name and address of the end user,
- complete dimension of the tyre claimed (dimension, PR or LI/SS, Reinf. or normal, sculpture, type TT/TL, trade mark),
- date of manufacture in DOT including the code of the manufacturing factory,
- description of the defect claimed backed up by sufficient evidence,
- pictures of the defect,

- residual depth of the tread groove (the height of the tread figure),
- date of lodging of the complaint and signature.

5.2.4. In addition to the above mentioned data, it is necessary to describe how the products for which the warranty is claimed were acquired (e.g. cash-office document, invoice number, bill of lading or delivery note); if the products were purchased with a vehicle (OE delivery), the date of purchasing of the vehicle must be stated.

5.2.5 Products in question, where applicable, must be detached from the rims and be clean. Purchaser is obliged to enable Mitas/Savatech to inspect the products for which warranty is claimed and is also obliged to submit such products to Mitas/Savatech should the latter so require.

5.3 Handling of complaint

5.3.1. The complaint procedure starts on the day when the complainant submits complete documentation pursuant to these Conditions. Responsibility for quality of goods is clearly defined by the plant code which is an integral part of tire sidewall lettering.

5.3.2. Mitas/Savatech shall perform the necessary steps to examine the complaint and establish whether the complaint is justified. These steps may, at its sole discretion, include, among others, the examination of tyres and/or tubes. In the event of admitting a remote complaint, the purchaser customer is obliged to retain the tyre complained on demand of Mitas/Savatech within the period of 60 days for eventual subsequent inspection.

5.3.3. Mitas/Savatech shall decide on a complaint within 30 days after Mitas/Savatech will have received a complete complaint pursuant to these Conditions.

5.3.3.1. If complaint is found to be justified and within the time limit as prescribed by these Conditions, Mitas/Savatech shall, at its own discretion and considering requirements of art. 5.3.3.2. of these Conditions:

- repair the products free of charge,
- replace defective products
- reimburse the purchase price.

5.3.3.2. When replacing the tyre or reimbursing the purchase price, the following rules shall apply:

5.3.3.2.1. For OE complaints – up to 12 months from the sale of vehicle to the end user – 100%.

5.3.3.2.2. For OE complaints after 12 months the sale of the vehicle to the end user – PRO RATA refund.

5.3.3.2.3. For replacement market in each case – PRO RATA refund.

5.3.4. When establishing the amount of complaint, invoice price shall be taken as a basis. If no invoice can be produced, the price valid on the day of processing of the complaint shall apply. Mitas/Savatech purchaser shall be responsible for covering any of the adjacent reasonable and documented service costs (mounting, balancing and other related costs).

5.3.4.1. In case where tyres/tubes were not purchase directly off Savatech/Mitas or its dealer but were purchased with a vehicle (OE delivery), price for which tyres/tubes are actually distributed on such territory shall be taken as a basis for settling of complaint.

5.3.5. Product for which Mitas/Savatech accepted the claim becomes the property of Mitas/Savatech and the purchaser shall either return it to Mitas/Savatech or dispose of it in accordance with Mitas/Savatech's instructions.

5.3.6. If a complaint is not established as justified, Mitas/Savatech reserves the right to invoice the complainant for all costs arising out of such complaint, including, but not limited to inspection expenses, travel expenses, laboratory tests, product delivery and warranty procedure.

5.3.7. When warranty was claimed and such warranty is not found to be justified, the purchaser is obliged to inform Mitas/Savatech within the period of 30 days whether they intend to take back the products or not. Should they decide not to take them back or should that time period lapse without any definitive reply, the products will be scrapped. Any product which is subject to the complaint procedure and was replaced with a new one shall be the property of Mitas/Savatech.

6. Recall

6.1 Should any competent authority order a recall of the products pursuant to the law, the purchaser that purchased the products that are subjected to recall shall inform Mitas/Savatech thereof.

6.2 The purchaser will co-operate reasonably with Mitas/Savatech in order to assist it in negotiating a settlement or resolution with the competent public authority responsible for the recall, if any involved, in order to minimize the costs of such recall.

7. Final provisions

7.1 These Conditions are effective for tyres included in the quality category IA (tyres without defects).

7.2 These Conditions are available at www.mitas-tyres.com and www.savatech.si and form an integral part of the contract for the sale of tyres and/or tubes.

7.3. These Conditions supersede all previous Warranty and Complaint Conditions for tyres and tubes which shall, as of January 1st, 2014, no longer be applicable.

Attachments:

- Instructions and Tips for Users
- Complaint Inquiry form Moto (V20-FO-0003)
- Unloading Error Report (V20-FO-0001)

In Prague, on April 28th, 2014

JUDr. Jaroslav Čechura
General Director MITAS a.s. and
Chairman of the Board of Directors