

RADAR – LIMITED WARRANTY TERMS & CONDITIONS

Thank you for choosing Radar Tires. With proper care and maintenance, you will enjoy driving on your new Radar replacement tires for a long time.

We want you to be 100% satisfied with your Radar replacement passenger or light truck tires so they are backed by the Radar Warranty Program. The Program includes the following benefits:

- **Workmanship and Material Limited Warranty**
- **Treadwear Limited Warranty**

WARRANTY ELIGIBILITY

Any new Radar passenger and light truck tire bearing the Radar brand name and DOT number that: i) is owned by the original purchaser ii) has remained mounted on the vehicle identified on the receipt of installation and; iii) is the correct size and load range for the vehicle according to the vehicle manufacturer's recommendations or according to the vehicle information placard, is eligible for warranty coverage, subject to the conditions and limitations set forth in this limited warranty. Products sold by unauthorized retailers are not eligible for warranty coverage from Radar.

WARRANTY PERIOD

The period of warranty coverage for eligible tires extends until: i) the original usable tread wears down to 2/32nds of an inch (16 mm), as evidenced by the built-in treadwear indicators in the tread grooves or a tire tread depth gauge; or ii) five (5) years from the date of retail purchase (proof of tire purchase required); or iii) six (6) years from the date of manufacture as per the DOT number, whichever occurs first.

WORKMANSHIP AND MATERIAL LIMITED WARRANTY

All Radar brand tires are warranted against defects in workmanship and material. If, upon examination by an authorized Radar retailer, it is discovered that an eligible tire is unserviceable as a result of workmanship or material related conditions, that the warranty period for the tire has not expired [five (5) years from date of purchase or six (6) years from date of manufacture as per DOT number], and that no EXCEPTIONS TO WARRANTY COVERAGE apply, the tire will be replaced at no charge (conditions apply) or at prorated cost (determined by reason of claim using mileage and/or tread depth) with an equivalent new Radar tire by an authorized Radar retailer. Eligibility for no charge replacement and details of prorated calculation can be found under section TIRE REPLACEMENT AND RELATED COSTS.

TREADWEAR LIMITED WARRANTY

Selected Radar tire ranges offer treadwear warranty, which provides the consumer coverage from premature treadwear. These eligible tire ranges must be purchased in North America and used in non-fleet, non-commercial service and submitted as a set of four (4), evenly worn tires. Replacement (on a pro rata basis) with an equivalent new Radar tire for treadwear warranty coverage will occur when an eligible evenly worn tire wears down to a tread depth of 2/32nds of an inch (1.6 mm) at a mileage level less than what was warranted and no EXCEPTIONS TO THE WARRANTY COVERAGE apply. Tires which wear out evenly before delivering the guaranteed treadwear will be replaced on a pro rata basis only if the tires have been rotated and inspected by a participating Radar retailer on a regular basis (see OWNERS OBLIGATIONS). Vehicles that come OE with split fitments (different sizes) on the front and rear axles and have been fitted with Radar replacement tires are eligible for Radar limited treadwear warranty. However, because tire rotation is not possible with vehicles with split fitments (different size on front and rear axles), the mileage warranty on the rear axle tires will be half of the miles/kilometers of the standard mileage warranty for that particular tire range. Non-EV or non-EV Compatible tires used on EVs (Electric Vehicles) will be eligible for 80% of the standard treadwear mileage warranty for that particular range.

EXCEPTIONS TO WARRANTY COVERAGE

This Limited Warranty shall not apply if an eligible tire shows uneven wear across the tread down to the treadwear indicators (2/32nds of an inch or 1.6 mm of tread remaining), or the tire damage or wear condition is due to any one or more of the following:

- Radar does not warrant any repaired tire.
- Ride Vibration: Any ride/vibration condition after the first 2/32nds of an inch (1.6 mm) of an inch of treadwear or 12 months of service, whichever comes first.
- Improper operation or maintenance: This includes, but is not limited to, effects caused by:
 - Improper tire inflation and/or improper load/speed practices. These practices can cause excessive operational temperatures and stresses that exceed the tire's capabilities.
 - Improper or insufficient tire rotation: Any tire with premature or irregular wear caused by failing to follow the recommended tire rotation pattern and/or mileage intervals as delineated by this Radar Warranty PROGRAM.
 - Wear due to Improper vehicle alignment: includes but not limited to uneven, irregular, or spotty wear, cupping or feathering.
 - Flat spotting caused by improper storage or brake lock.
 - A tire that is repairable under Rubber Manufacturers Association (RMA) standards.
 - Tires transferred from the vehicle that they were originally installed on.
- Damage due to:
 - A tire that is damaged due to vandalism or accident.
 - Rim irregularities or rim damage.
 - Snow chains.
 - Vehicle mechanical problems, including brake problems, and vehicle wheel alignment.
 - Extreme temperature exposure.
 - Negligent and abusive driving such as tire spinning, or racing.
 - Improper tire storage.
 - Automotive accident.
 - Chemical corrosion or Fire.
 - Use contrary to the vehicles manufacturer's tire recommendations.
 - Improper stud size and/or installation.
 - Improper Mounting or Demounting.
 - Alteration: such as, but not limited to, adding a white in lay on blackwall, tread regrooving, tire truing or siping, or adding sealant materials to the tire.
 - Ozone or weather cracking: Not covered after 48 months from the date of purchase.
 - Tires used in commercial service, competition or as an emergency vehicle.
 - Tires run when flat or under inflated.
 - A tire that is damaged or failed due to racing or off-road use. Failure to observe the maintenance and tire care obligations described under OWNER OBLIGATIONS or elsewhere herein.

Winter Tires

○ Winter tires must be used during winter months only, defined as a period beginning on or after September 1st of a given year and ending no later than April 30th of the following year. Radar winter tires require documentation of the timing of the installation and removal of the tires each winter to maintain coverage under the Radar Warranty PROGRAM.

ATTENTION AUTHORIZED RETAILERS:

RADAR RESERVES THE RIGHT TO THE FINAL INSPECTION DECISION ON CONDITIONS FOR ALL RETURNED TIRES UNDER EXCEPTIONS TO WARRANTY COVERAGE. RADAR RESERVES THE RIGHT TO TEST ALL TIRES RETURNED FOR VIBRATION. THE RADAR WARRANTY PROGRAM HEREIN IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND RADAR 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 WARRANTY, SO THE ABOVE MAY NOT APPLY TO YOU. TO THE EXTENT PERMITTED BY LAW, RADAR DISCLAIMS LIABILITY FOR ALL CONSEQUENTIAL AND INCIDENTAL DAMAGES. THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY. 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 WARRANTY 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 EXPRESS WARRANTY MADE BY RADAR. NO RADAR EMPLOYEE OR RETAILER HAS THE AUTHORITY TO MAKE ANY WARRANTY, REPRESENTATION, PROMISE OR AGREEMENT ON BEHALF OF RADAR EXCEPT AS EXPRESSLY WRITTEN IN THIS RADAR WARRANTY PROGRAM. IN OBSERVANCE OF U.S. FEDERAL LAW, THIS RADAR WARRANTY PROGRAM HAS BEEN DESIGNATED A "LIMITED WARRANTY". RADAR DOES NOT INTEND TO REPRESENT THROUGH THIS RADAR WARRANTY PROGRAM THAT TIRE FAILURES CAN OR CANNOT HAPPEN.

TIRE REPLACEMENT AND RELATED COSTS

An equivalent new Radar tire shall be either: i) the same range of tire; or ii) a tire of the same general construction and quality. If warranty coverage is applicable a result of workmanship or material related conditions, the eligible tire will be replaced at no charge to the owner if: i) the warranty claim is submitted within twelve (12) months from the date of purchase; and ii) the amount of tread worn from the tire is 2/32nds of an inch (1.6 mm) or less of the original usable tread.

Mounting and balancing costs, and applicable taxes, will be the responsibility of the owner. If a warranty claim as a result of workmanship or material related conditions does not qualify for free replacement, the owner will be responsible for the replacement cost, mounting and balancing costs, and applicable taxes. Replacement cost shall be calculated by the below formula. If treadwear warranty coverage is provided, the owner will be responsible for the replacement cost, mounting and balancing costs and applicable taxes. Replacement cost shall be determined as follows:

Consumer Replacement Cost = (Tire Mileage at the time of claim) / (Warranted mileage of the tire) X Radar selling price to the retailer for the replacement tires

SAMPLE CALCULATION:

The tire you present for claim has a Mileage Warranty of 60,000 miles and was purchased for \$130. At the time of the tire purchase, the vehicle's odometer reading was 20,000 miles. At the time of Mileage Warranty claim, the vehicle's odometer reading was 65,000 miles. You also present a completed and up to date Mileage Warranty Rotation Schedule and the tire(s) are worn evenly down to 2/32nds of an inch (1.6 mm) of tread remaining, according to the Tread Wear Indicators.

Total Mileage utilized on claimed tires:
65,000 miles – 20,000 miles = 45,000 miles

Consumer replacement cost: 45,000 miles / 60,000 miles * \$ 130 = \$97.50

Credit to the customer for mileage warranty: \$130- 97,50 = \$32.5 .
(which the consumer can offset against replacement or next purchase of Radar Tires)

WARRANTY FOR REPLACEMENT TIRES

Any replacement tires provided pursuant to this Limited Warranty shall be covered by the Radar warranty in effect at time of replacement.

OBTAINING REPLACEMENT TIRES

Replacement tires can only be provided by the authorized Radar retailer in North America from whom the tires were originally purchased. To obtain a replacement tire, you must present to the original authorized Radar retailer the proof of purchase (original invoice) for the tire being replaced and the tire. No tire replacement will be recognized unless submitted on a Radar Claim Form, which must be filled out and signed by the vehicle owner and an authorized Radar Retailer.

ATTENTION AUTHORIZED RETAILERS:

THE FORM MUST BE VALIDATED BY THE CONSUMER. THE REPLACEMENT PROOF-OF-PURCHASE SHOWING THE PURCHASE OF ANOTHER RADAR TIRE(S) MUST ACCOMPANY THE FORM AND TIRE RETURN.

OWNER'S OBLIGATIONS

Proper tire care is necessary to obtain the maximum mileage and wear from a tire. To make an eligible claim under this RADAR Warranty PROGRAM, the owner must present a claim, as instructed herein, with the tire to an authorized Radar Tire retailer. Owner must present proof of purchase (original invoice) showing the date of purchase. Owner will be required to fill up and sign the Radar Warranty PROGRAM Claim Form (CL01(NA/RA)). Owner is responsible for paying all applicable taxes charged by the authorized servicing retailer and is also responsible for paying shipping, 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.

For all warranty claims under this Radar Warranty PROGRAM the owner must provide the tire mileage at the time of installation of the tires. Under the Workmanship and Material Limited Warranty and Treadwear Limited Warranty, owner must present a claim which includes the original, up-to-date Tire Mounting & Rotation Service Record showing that the tires were rotated at least every 5,000 to 6,000 miles (8,000-10,000 kilometers) or sooner if uneven treadwear begins to appear.

TIRES PURCHASED FROM UNAUTHORIZED RETAILERS

It is important to purchase our tires from authorized retailers only. Unauthorized importers or retailers may provide tires that have been already used or stored in improper conditions.

In order to provide the best quality of our tires and services, we need to ensure that tires are purchased from an authorized retailer. Tires purchased from an unauthorized retailer ARE NOT COVERED by this warranty. If a tire is purchased from an unauthorized retailer, all claims relating to that tire should be directed to the retailer, and not to OMNI UNITED.

Please note that some sellers on Amazon.com, eBay.com, Craigslist or similar online markets may not be authorized retailers of Radar branded tires. When purchasing on these online markets, it is fully your responsibility as a customer to ensure that sellers are authorized by Radar Tires and Omni United.

USABLE TREAD LIFE

When the original usable tread anywhere on a tire reaches a depth of 2/32nds of an inch (1.6 mm), as evidenced by the built-in treadwear indicators in the tread grooves or a tire tread depth gauge, the tire is fully worn out and should be removed from service.

CONDITIONS AND EXCLUSIONS

In accordance with federal law, this warranty has been designated a "Limited Warranty." Nothing in this Limited Warranty is intended as a representation by Radar that tire failures cannot occur or a representation that you will receive the level of mileage warranted. Any tire, no matter how well manufactured, may fail in service or otherwise become unserviceable due to conditions beyond the control of the manufacturer.

This Limited Warranty is intended to be in lieu of any and all other warranties and representations, whether express or implied, including, but not limited to, any warranty of merchantability or fitness for a particular purpose. No other warranties or representations of any kind are made by Radar, and none are to be implied by law. Unless pre-empted by applicable law or otherwise prohibited by mandatory rights, Radar disclaims liability for all indirect, consequential, special and incidental damages that are or may be associated with manufacturing and design defects in workmanship or material, including, but not limited to, loss of use, lost profits and loss of business. Some states or provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. The obligations under this warranty may not be enlarged upon or altered.

LEGAL RIGHTS

This Limited Warranty gives you specific legal rights. You may have additional rights that vary from state to state, or province to province. This Limited Warranty is applicable in Canada and the United States only. This Limited Warranty is not transferable.

ALL CLAIMS ARISING FROM THIS LIMITED WARRANTY OR THE MARKETING, SALE OR PERFORMANCE OF THE PURCHASED PRODUCT AGAINST Radar AND ITS AGENTS, EMPLOYEES, RETAILERS, AFFILIATES, PARENT OR SISTER CORPORATIONS, RELATED CORPORATE ENTITIES, PREDECESSORS, SUCCESSORS OR ASSIGNS (HEREINAFTER COLLECTIVELY "Radar") SHALL BE SUBJECT TO BINDING ARBITRATION. You and Radar acknowledge your and its right to litigate claims, disputes and controversies arising out of or in connection with this limited warranty or the marketing, sale or performance of the purchased product in court, but prefer to resolve any such claims, disputes and controversies through arbitration and hereby waive the right to litigate such claims, disputes and controversies in court upon election of arbitration by either party. Therefore, you and Radar agree that all claims, disputes, and controversies between you and Radar arising out of or in connection with this limited warranty, or any other warranties, express or implied, including a failure of warranty, or any claims arising out of or in connection with the marketing, sale or performance of the purchased product, including but not limited to claims for consumer fraud or brought under any consumer protection statute, but excluding claims for personal injury or property damage, shall be finally resolved solely by arbitration, upon election by either party, according to the formal dispute resolution procedures then in effect of the National Arbitration Forum, or if the National Arbitration Forum is no longer conducting such arbitrations, a successor organization thereto or such other private arbitration service as you and Radar shall mutually agree (the actual authority involved, the "Arbitral Body"). The Arbitral Body shall decide the issues submitted in accordance herewith, provided that all substantive questions of law will be determined under the laws of the State in which you purchased the product at issue. You agree that no claim subject to arbitration shall be arbitrated as a class action, or on a class-wide or representative basis, or on behalf of the general public, or on behalf of other persons that may be similarly situated. You agree that you do not have the right to act as a private attorney general, a class 45 representative, or to participate as a member of a class of claimants with any claim subject to arbitration. You further agree that no claim subject to arbitration shall be heard by a jury and that any judgment or award of the Arbitral Body will be final and not subject to judicial review. All arbitrations will be conducted as document hearings. Each party shall bear its own costs arising from and associated with the document hearing with the exception of the arbitrator's fee which will be borne by all parties in equal shares. If either party requests any procedures beyond a document hearing, the requesting party will be responsible for all fees, including filing and administrative fees, above and beyond the fees required for document hearings. Any award of the arbitrator(s) may be entered as a judgment and shall be enforceable in any court of competent jurisdiction. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute.

WARNINGS

To avoid property damage, personal injury or death:

- Always have your tires mounted and demounted by specially trained technicians.
- Always mount your tires on approved rims that meet TRA standards.
- Always have your tires rotated and inspected regularly.
- Always follow rules and recommendations in your vehicle's owner's manual.
- Always mount studded tires in sets of four (4).
- Never simultaneously mount studded and non-studded tires on a vehicle.
- Never mount mixed tire brands, product ranges and different speed rated tires on a vehicle.
- Always use correct air pressure recommended by vehicle manufacturer/TRA.
- Always use recommended tire size by the vehicle manufacturer. · Never inflate beyond 40 PSI pressure to seat the beads.

TIRE AGING

All tires experience age degradation, a condition where the physical and chemical properties of tires change over time. Age degradation can lead to a sudden tire failure. To avoid tire failures caused by age degradation, Radar recommends tires (including spares) be removed from service and replaced 10 years after their date of the manufacture, regardless of tread depth or usable condition. The age of a tire can be determined by examining the DOT code on the tire sidewall, or by consulting a tire service professional.

FORM IN01(RA/NA) TIRE INSTALLATION

(to be completed at the time of purchase)

DATE

ODOMETER READING

RETAILER NAME	
ADDRESS	
CITY	
STATE	ZIPCODE

TIRE INFORMATION

TIRE NAME	SIZE
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VEHICLE INFORMATION

VIN (VEHICLE IDENTIFICATION NUMBER)																
VEHICLE MAKE																
VEHICLE MODEL									MAKE YEAR							

CUSTOMER INFORMATION

CUSTOMER NAME	
ADDRESS	
CITY	
STATE	ZIPCODE

TIRE REMOVAL INFORMATION (TO BE FILLED IN AT THE TIME OF REMOVAL)

DATE	ODOMETER
RETAILER'S NAME	
RETAILER'S ADDRESS	
SIGNATURE	

NOTE: Tire owner must retain this form and ensure that the retailer completes it at the time of installation. To validate a limited warranty claim, the information on this page must be completed and attached to the Radar warranty claim form.



QUICK REFERENCE GUIDE

We want you to be 100% satisfied with your RADAR® replacement passenger tires so they are backed by the **RADAR® PROTECT PROGRAM**.

This Program includes the following benefits:

1

WORKMANSHIP AND MATERIAL LIMITED WARRANTY

All Radar ranges are covered under this warranty, protecting you from defects in workmanship and manufacturing for 5 years from the date of purchase or 6 years from the date of manufacture as per the DOT number, whichever occurs first.

2

TREADWEAR LIMITED WARRANTY

Select Radar ranges are assigned with a mileage warranty to offer protection from premature treadwear.

TIRE RANGE	TYPE	WORKMANSHIP AND MATERIAL WARRANTY	TREADWEAR LIMITED WARRANTY (MILES)
ALL SEASON GT (H/V RATED)	ALL SEASON	YES	60,000
ALL SEASON GT (W/Y RATED)	ALL SEASON	YES	50,000
DIMAX ALL WEATHER (H/V RATED)	ALL WEATHER	YES	60,000
DIMAX ALL WEATHER (W/Y RATED)	ALL WEATHER	YES	50,000