

Vogue Exclusive Limited Warranty

You are eligible for the benefits set forth below if you are the **original owner** of any Vogue Custom Built or Signature V tyre bearing our name and serial numbers (“Tyre”) that have been used exclusively on the passenger car on which they were originally installed.

These benefits are available only for Tyres that were purchased on or after January 1, 2014 and used by you in the 50 United States and Canada.

- 1. Craftsmanship Assurance.** Vogue warrants exclusively to you that the Tyres will be free from defects in materials and workmanship. If any Tyre becomes unusable due to a breach of this limited warranty during the first 4/32” of the Tyre’s original tread life, as measured by the depth of tread remaining, Vogue will replace the Tyre with a comparable new Vogue tyre at no charge. Such replacement will also be made for any ride complaints or cosmetic defects caused by a breach of this limited warranty during the first 2/32” of the Tyre’s original tread life. If any Tyre becomes unusable after the first 4/32” of the Tyre’s original tread life due to a breach of this limited warranty, Vogue will give you a credit against the purchase price of a comparable new Vogue tyre based on the percentage of the depth of the Tyre’s tread then remaining. You will be responsible for any related charges including installation or other labor, taxes, etc. Warranty claims are valid for 60 months starting from the date of manufacture stamped on the Tyre. This paragraph sets forth Vogue’s entire and exclusive obligations for any breach of this limited warranty. Such obligations will be subject to the conditions described under Causes Not Covered, Requirements, Scope of Obligations, and Limits on Liability stated below.
- 2. 60,000 Mile Mileage Expectancy.** Every new Tyre is built to deliver an expected tread life (until worn to depth indicators 2/32”) of at least 60,000 miles. If a Tyre wears down to its original tread depth indicators (2/32”) evenly across the tread surface before delivering the expected miles, Vogue will give you a pro-rated credit against the purchase price of a comparable new Vogue tyre based on the mileage not received (determined by the odometer reading).
- 3. 30 Day “Buy and Try” Guarantee.** Any Tyres sold in sets of 4 or more through an authorized retailer are covered by Vogue’s “Buy and Try” Guarantee. If a retail customer is not completely satisfied with his or her eligible Tyres, the tires can be returned to the location where they were originally purchased within 30 calendar days of purchase for a full refund or exchange. Installation charges, valves, and other related service charges, expenses, and taxes are not covered. Original proof of purchase is required. Returns of less than a full set of tires will not be accepted. Tires driven more than 2,000 miles are not eligible for this warranty. Tires damaged by road hazard, misuse, misapplication, mechanical problems related to the vehicle, misalignment, improper inflation, overloading or other such issues are not eligible. This “30 Day Buy and Try Guarantee” applies only to the original tires purchased and not to the tires provided under this guarantee.

4. **Roadside Tyre Assistance.** If any Tyre loses air for any reason to the extent that it cannot be driven to a nearby service station for repair, Vogue will, in addition to any remedies provided above:
 - a. Pay for your road service, from the nearest service point, to replace the Tyre with a spare tire; or (\$50.00 maximum)
 - b. Pay for the cost to repair the flat Tyre (\$10 maximum).

5. **Trip Delay Replacement Guarantee.** If any Vogue Tyre becomes unusable and cannot be repaired and the customer is unable to obtain a replacement Vogue Tyre, Vogue will reimburse the customer for a non-Vogue brand replacement tire purchased to temporarily replace the unusable Vogue tyre. Such reimbursement will be made only when the customer subsequently purchases a Vogue Tyre and submits the other brand replacement tire to Vogue. Reimbursement is limited to \$120 and does not include any installation charges, valves, or other related service charges, expenses, or taxes. Other brand replacement tires driven more than 500 miles are not eligible for this warranty. Original proof of purchase of the non-Vogue brand tire is required. Customer must present unusable Vogue tyre to a Vogue authorized dealer to qualify for reimbursement. Charges relating to the replacement Vogue tyre will be determined in accordance with Vogue's overall Exclusive Limited Warranty.

Causes Not Covered. Vogue's obligations under paragraphs 1-4 above do not cover or apply to unusability, defects or wear caused by the use of improper rim widths, improper inflation, misalignment, overloading, the mechanical condition of the vehicle, racing, chain damage, fire, theft, highway conditions, wreck, collision, willful abuse, repairable punctures, faulty installation other than by Vogue personnel or other such conditions beyond Vogue's control. Also not covered is ozone or weather cracking on the Tyres more than 5 years after the production date. Vogue recommends using a soft brush with a non-abrasive cleaner such as Vogue Whitewall Cleaner for cleansing. The use of harsh or abrasive cleaning agents, chemicals containing bleach, wire brushes, steel wool or other such implements may damage the Tyre sidewall and will negate Vogue's obligations under paragraphs 1 and 2. Vogue reserves the right to not deem worn for purposes of the above provisions tread which, in our opinion, has been prematurely worn due to abusive use and/or service conditions.

Requirements: To have any Tyre replaced or receive a credit in accordance with the above provisions, you must present the affected Tyre and a signed, duly filled out Vogue claim form at a Vogue dealer or service store. You may identify such a dealer or store and obtain such form by contacting Vogue at its address or number set forth below. You will be required to pay for any services, labor and applicable sales or other taxes. Claims under paragraphs 1-4 above are only valid for and must be submitted within 60 months starting from the date of manufacture stamped on the Tyre.

Scope of Obligations. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO

STATE. THE FOREGOING PROVISIONS CONSTITUTE THE EXCLUSIVE EXPRESS WARRANTIES AND CREDIT OBLIGATIONS OF VOGUE REGARDING THE TYRES SOLD TO YOU. TO THE EXTENT LEGALLY PERMISSIBLE, NO IMPLIED WARRANTIES REGARDING THE TYRES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE APPLICABLE; TO THE EXTENT ANY SUCH IMPLIED WARRANTIES APPLY, THEY SHALL BE LIMITED IN TIME TO THE DURATION OF THE LIMITED WARRANTY SET FORTH ABOVE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. NO EMPLOYEE OR AGENT OF VOGUE IS AUTHORIZED TO MAKE ANY REPRESENTATION, WARRANTY OR REPLACEMENT OR CREDIT AGREEMENT REGARDING THE TYRES ON BEHALF OF VOGUE EXCEPT TO THE EXTENT SPECIFICALLY STATED HEREIN. THE SALE OF TYRES TO YOU IS CONDITIONED ON YOUR ACCEPTANCE OF THE TERMS HEREIN. NONE OF SUCH TERMS MAY BE MODIFIED AND ANY DIFFERENT OR ADDITIONAL TERMS PROPOSED BY YOU RELATING TO THE TYRES WILL NOT APPLY, UNLESS CONSENTED TO IN WRITING BY VOGUE.

Limits on Liability. VOGUE WILL HAVE NO WARRANTY, CONTRACT TORT OR OTHER LIABILITY OR OBLIGATIONS TO YOU WITH RESPECT TO ANY TYRE (A) IN EXCESS OF THE PRICE PAID BY YOU FOR THE TYRE OR (B) FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES, HOWEVER CAUSED, INCLUDING BUT NOT LIMITED TO DAMAGES FOR ANY LOSS OF USE OF VEHICLES OR OTHER PROPERTY, INCONVENIENCE, DELAYS, LOST PROFITS OR THIRD PARTY CLAIMS AGAINST YOU WHETHER OR NOT VOGUE HAS BEEN ADVISED OF SUCH DAMAGES OR REASONABLY COULD HAVE FORESEEN THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

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