



# **IRONMAN™**

**TIRES TO TRUST**

**LIMITED PROTECTION POLICY**

[www.IronmanTires.com](http://www.IronmanTires.com)

#IronmanTires   

# Limited Protection Policy

## IRONMAN® TIRES LIMITED PROTECTION POLICY

PROTECTION POLICES

This Limited Protection Policy applies to Ironman brand tires purchased on or after July 1, 2018, or, in the absence of proof of purchase, tires with a manufacturing DOT code reading DOT 2518 or later.

This policy is applicable in the United States and Canada only. Ironman Tires is a brand of the Hercules Tire & Rubber Co.

THIS LIMITED PROTECTION POLICY IS NOT A GUARANTEE THAT YOUR TIRE WILL NOT FAIL OR BECOME UNSERVICEABLE IF NEGLECTED OR MISTREATED.

### IMPORTANT

The following contains important information that you must have in order to obtain an adjustment under the terms of the protection policy. We suggest you keep this in your vehicle at all times. In the unlikely event that you ever need to request an adjustment under the terms of the protection policy, present this to your Ironman Tires dealer and they will have all the information needed to promptly address your request.

### ELIGIBILITY

Eligible tires are covered by this Limited Protection Policy for a period of 60 months from the date of original tire manufacture date or purchase date. Without proof of purchase, date of manufacture will be used to determine age.

This Limited Protection Policy applies to the original owner of new Ironman brand SUV/P-Metric/Light Truck and Passenger tires that are new replacement market tires bearing the Ironman 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 Limited Protection Policy.

When used in normal noncommercial service, SUV/P-Metric/Light Truck and Passenger tires which become unserviceable due to defects in workmanship and material will be replaced on a "no charge" basis during the first 2/32nds of an inch (1.6mm) of original usable tread. The cost of mounting, balancing and any other service charges including applicable taxes are excluded from reimbursement. Thereafter, the adjustment replacement price will be based upon tread wear prorated upon the basis of the original purchase price. Tires are considered 100% worn when the remaining tread depth is 2/32nds of an inch or less. Cosmetically blemished ("blem") tires are not adjustable. Out of balance, out of round or ride disturbance tire adjustments will only be made during the first 2/32nds of an inch of the original usable tread depth. Three (3) or more tires from the same vehicle will not be accepted. All Ironman brand tire adjustments will be subject to and made in conformity with the following conditions and exclusions of the Ironman Limited Protection Policy.

**IMPORTANT SAFETY NOTICE: IF THE TIRE OWNER ABUSES THE TIRES BY FAILING TO OBSERVE SAFETY WARNINGS AND TO MAINTAIN PROPER INFLATION PRESSURE, VEHICLE ALIGNMENT AND TIRE ROTATION, EXPECTED TIRE PERFORMANCE AND LIFE MAY NOT BE ACHIEVED, AND YOUR SAFETY CANNOT BE ENSURED.**

Hercules Tire & Rubber Co. cares about your safety and your tires. Please drive responsibly and maintain your vehicle properly. Visit our website for important tire safety tips provided by the U.S. Tire Manufacturers' Association. We encourage every consumer to "Be Tire Smart, Play Your P.A.R.T." by understanding and practicing the additional tire safety tips available online at [www.ustires.org](http://www.ustires.org).

To be eligible, you need to present your original tire sales invoice showing date of purchase, along with this Limited Protection Policy, with the Information Section completed. You are responsible for payment of all applicable taxes, demounting, mounting and balancing charges set forth under this Coverage. You are also responsible for payment of 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 and valve stems and all applicable taxes.

Tires replaced on an adjustment basis become the property of the Company. You will be required to sign the Ironman Limited Protection Policy Claim Form.

Adjustment procedures are described in the Owner's General Obligation section. Complete and sign an Ironman Limited Protection Policy Claim Form which is available at any authorized dealer.

### ROAD HAZARD PROTECTION POLICY

This Road Hazard Protection Policy is valid from the date of purchase for two (2) years or when the tire reaches 50% of usable tread depth, whichever comes first. When an eligible tire is damaged during the first 2/32nds of an inch (1.6mm) of treadwear or first 12 months from date of purchase, whichever comes first, the tire will be replaced with a comparable Ironman brand tire free of charge. Coverage is prorated via an adjustment procedure after the free replacement period on eligible tires for up to 50% of usable tread depth, or up to two (2) years, whichever comes first.

SUMMARY OF APPLICABLE TREAD PATTERN		
CATEGORY	PATTERN	ROAD HAZARD
PASSENGER	iMOVE® GEN3 AS	YES
	iMOVE® GEN2 AS	YES
	iMOVE® PT	YES
	RB-12	YES
	RB-12 NWS	YES
	GR 906	YES
SUV/LIGHT TRUCK	Polar Trax GEN2	NO
	iMOVE® GEN2 SUV	YES
	RB-SUV & RB-LT	YES
	Radial A/P	YES
	All Country® HT	YES
	All Country® A/T2	YES
	All Country® A/T	YES
	All Country® M/T	NO
	All Country® CHT	YES
	I-109 LT	NO

### ROAD HAZARD EXCLUSIONS:

This Road Hazard Protection Policy excludes Ironman Tires Medium Truck tires. All exclusions described under the section of "What is not covered" within this Limited Protection Policy and other exclusions include, but are not limited to, effects caused by:

1. A tire that is damaged/failed due to a vandalism.
2. A tire that is damaged/failed due to an accident.
3. A tire that is damaged/failed due to commercial, industrial or agricultural use.
4. A tire that is damaged/failed due to racing.
5. A tire that is damaged/failed due to off-road use.
6. A tire that is damaged/failed due to snow chains or studs.
7. A tire that is damaged/failed due to rapid or irregular wear.
8. A tire that is damaged/failed due to wear from worn mechanical components on the vehicle.
9. Tires transferred from the vehicle on which they were originally installed.
10. Loss of time, inconvenience, loss of use of vehicle or consequential damage.
11. Any tires used on any emergency response vehicle.
12. Repairable under USTMA guidelines.
13. Tires that reflect damage due to continued run flat or acute under-inflation.
14. Tire series 40 and lower (i.e. 40,35,30,25 and 20).

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply.

### WHAT IS NOT COVERED BY THIS LIMITED PROTECTION POLICY

THE FOLLOWING ARE NOT COVERED:

- Hercules Tire & Rubber Co. does not warrant any repaired or cosmetically blemished ("blem") tire.
- Improper operation or maintenance: This includes, but is not limited to, effects caused by:
  - a) Improper tire inflation and/or improper load/speed practices.
  - b) 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 Limited Protection Policy.
    - Wear due to improper vehicle alignment including but not limited to, uneven, cupping, irregular, spotty, and feathering wear.
- Damage due to:
  - a) Rim irregularities or rim damage.
  - b) Snow chains.
  - c) Vehicle mechanical problems, including brake problems, and vehicle wheel alignment.
  - d) Extreme temperature exposure.
  - e) Negligent and abusive driving such as tire spinning, or racing.
  - f) Improper tire storage.
  - g) Automotive accident.
  - h) Chemical corrosion or fire.
  - i) Use contrary to the vehicle manufacturer's tire recommendations.
  - j) Improper stud size and/or installation.
  - k) Improper mounting or demounting. l) Alteration: such as, but not limited to, adding a white inlay on blackwall, tread regrooving, tire truing or siping, or adding sealant materials to the tire.
  - l) Weather checking/cracking: not covered after 24 months from the date of purchase.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply.

# Limited Protection Policy

## IRONMAN® TIRES LIMITED PROTECTION POLICY

### HERCULES TIRE & RUBBER CO.'S OBLIGATIONS

Replacement of Eligible Tires will be made by any Ironman Tires brand authorized dealer or vehicle dealer authorized to handle Ironman Tires brand tire adjustments ("Authorized Dealer"). Hercules Tire & Rubber Co. will replace the tire pursuant to the terms of this Limited Protection Policy. Tires that are replaced under an adjustment basis under this Limited Protection Policy become the property of Hercules Tire & Rubber Co.

### OWNER'S OBLIGATIONS

To make an eligible claim under this Limited Protection Policy, the owner must present a claim with the tire to an Authorized Dealer. For the nearest Authorized Dealer, consult a local directory, internet search engine, [www.HerculesTire.com](http://www.HerculesTire.com), or call 1-800-677-9535. Owner must present an original tire sales invoice indicating the date of purchase. Owner will be required to sign the Ironman Limited Protection Policy Claim Form. Owner is responsible for paying all applicable taxes set forth under this Limited Protection Policy. 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 repair. Owner is responsible for maintaining proper tire air pressure and for proper maintenance of the tire. Owner must rotate tires at least every 6,000 to 8,000 miles (10-13,000 kilometers) or sooner if uneven tread wear begins to appear.

### CONDITIONS AND EXCLUSIONS

The Limited Protection Policy described herein applies only to tires purchased in the United States or Canada. No representative, agent or employee of Hercules Tire & Rubber Co. or its dealers has any authority to make any representation, promise, agreement or change to this Limited Protection Policy except as specifically stated herein. Passenger Tires purchased prior to six years before the date you present them for adjustment are excluded.

### PASSENGER CAR TIRES

Ironman Tires passenger car tires which become unserviceable because of the following conditions are excluded from Limited Protection Policy coverage and are not subject to adjustment: tires run flat, underinflated or overloaded (refer to information molded on tire sidewalls and vehicle manufacturer's recommended load tables), tires worn unevenly or rapidly due to misalignment, improper mounting or other mechanical irregularity, repairable punctures, tires misused or abused, vandalism, loss from fire, wreck or collision, tires used in other than normal passenger car service (normal passenger car service includes tires used in normal passenger car service by the original owner in the furtherance of his trade or business but excludes the use of the tire in truck, racing, off the highway service, campers, emergency response vehicles or on vehicles which are leased or for hire, including taxis, limousines or similar vehicles), tires concerning which recommended maintenance has not been performed by the user.

### LIGHT TRUCK TIRES

Ironman Tires light truck tires removed from service because of the following conditions are excluded from this Limited Protection Policy coverage and are not subject to adjustment: run flat or underinflated, tires worn unevenly or rapidly due to misalignment, improper mounting or other mechanical irregularity, tires misused or abused, vandalism, loss from fire, wreck or collision, tires used in other than normal service including improper load and inflation (refer to information molded on tire sidewalls and vehicle manufacturer's recommended load tables), tires concerning which recommended maintenance has not been performed by the user.

### USAGE OF PRODUCT

This Limited Protection Policy applies only to tires which are equivalent in size and load range rating to the size and load range rating recommended by the manufacturer of the vehicle on which the tires are mounted and operated in accordance with the vehicle manufacturer's recommendations.

### GENERAL

All tire adjustments under this Limited Protection Policy are CONTINGENT upon:

- Completion of the Registration and Limited Protection Policy forms at the time of sale.
- The subject tire not having been mounted on any other vehicle than on that on which it was first mounted.
- The claim being presented by the original purchaser of the subject tire.
- Copy of original invoice. You must also present personal identification (e.g., driver's license) and vehicle registration upon request and must make the vehicle on which the tires were mounted available for inspection.

No adjustment pursuant to this Limited Protection Policy shall in any way be determined or construed as an admission or indication on the part of Hercules Tire & Rubber Co. or on any other

party that any tire or tube adjusted or determined to be adjustable is in fact either defective in workmanship and/or material, or poor or merchantable quality or in any way unfit for the use for which it was intended, or serve to set a precedent for any further adjustment. This Limited Protection Policy specifically excludes and does not cover you for any loss of time, loss of use of the vehicle, or any incidental or consequential damages relating to the quality, condition or performance of the product. Some states and provinces do not allow the exclusion or limitation of incidental or consequential damages so the above exclusion may not apply to you.

HERCULES TIRE & RUBBER COMPANY RESERVES THE RIGHT TO THE FINAL INSPECTION DECISION FOR ALL RETURNED TIRES. THIS LIMITED PROTECTION POLICY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. HERCULES 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 PROTECTION, SO THE ABOVE MAY NOT APPLY TO YOU. TO THE EXTENT PERMITTED BY LAW, HERCULES DISCLAIMS LIABILITY FOR ALL CONSEQUENTIAL AND INCIDENTAL DAMAGES. THE REMEDIES SET FORTH IN THIS LIMITED PROTECTION POLICY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF PROTECTION POLICY. 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 PROTECTION POLICY 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 EXPRESSED PROTECTION POLICY MADE BY HERCULES. NO HERCULES EMPLOYEE, RETAILER, OR DEALER HAS THE AUTHORITY TO MAKE ANY PROTECTION POLICY, PROTECTION REPRESENTATION, PROMISE OR AGREEMENT ON BEHALF OF HERCULES EXCEPT AS EXPRESSLY WRITTEN IN THIS LIMITED PROTECTION POLICY IN OBSERVANCE OF U.S. FEDERAL LAW, THIS LIMITED PROTECTION POLICY HAS BEEN DESIGNATED A "LIMITED PROTECTION POLICY." HERCULES DOES NOT INTEND TO REPRESENT THROUGH THIS LIMITED PROTECTION POLICY THAT TIRE FAILURES CAN OR CANNOT HAPPEN.

### ARBITRATION CLAUSE

ALL CLAIMS ARISING OUT OF THIS LIMITED PROTECTION POLICY OR THE MARKETING, SALE OR PERFORMANCE OF THE PURCHASED TIRE(S) AGAINST HERCULES TIRE & RUBBER CO., ITS SUPPLIERS, DEALERS OR ANY OF THEIR AFFILIATES OR ANY OF THEIR AGENTS, EMPLOYEES, OFFICERS OR DIRECTORS (collectively for the purposes of this paragraph "Hercules") SHALL BE SUBJECT TO BINDING ARBITRATION.

You acknowledge that your agreement to subject any claim described above means that you waive and forego any rights you may otherwise have to litigate your claim in a court of law and that you freely choose to resolve any such claim by arbitration upon election of arbitration by you or by Hercules. You agree further that no claim described above shall be litigated or arbitrated as a class action or on a class wide or representative basis or on behalf of the general public. You agree that any judgment or award of the arbitrator(s) will be final and not subject to judicial review. You recognize and agree that the arbitrator(s) shall have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be specifically required by statute.

### ADJUSTMENT POLICY

If found adjustable, an Ironman Tires dealer will promptly replace the tire with a tire of like quality, and the replacement charge will be determined by multiplying the consumer's original purchase price (as verified by consumer's invoice) or at the selling price established by the adjusting dealer by the percentage of original tread depth worn from the tire (the original purchase price does not include local, state taxes or Federal Excise Tax). Hercules Tire & Rubber Co. may, at its option, make a proportionate refund in lieu of replacing an adjustment tire. ANY ADDITIONAL CHARGES FOR LOCAL TAXES, MOUNTING, BALANCING, OR A HIGHER PRICED TIRE ACCEPTED AS A REPLACEMENT SHALL BE PAID BY THE CONSUMER. Should any problem develop in obtaining your replacement tire, you are requested to contact the Consumer Relations Department, telephone 1-800-677-9535.

### ADJUSTMENT PROCEDURES

Unserviceable Ironman brand tires adjustable under the terms of this Limited Protection Policy should be returned to an Ironman Tires dealer. To locate an Ironman Tires dealer:

- See "Find a Dealer" at [www.ironmantires.com](http://www.ironmantires.com)
- Call 1-800-677-9535







# **IRONMAN™**

**TIRES TO TRUST**

[www.IronmanTires.com](http://www.IronmanTires.com)

#IronmanTires

