

AGRICULTURAL RUBBER TRACKS

LIMITED PRO RATA WARRANTY FOR
AGRICULTURAL AND NON-AGRICULTURAL/
INDUSTRIAL USE IN THE UNITED STATES

Firestone

AGRICULTURAL SOLUTIONS

THE LEADER IN THE FIELD



U.S. WARRANTY



AGRICULTURAL RUBBER TRACKS

**LIMITED PRO RATA WARRANTY –
AGRICULTURAL USE**
FOR FIRESTONE-BRANDED AGRICULTURAL
RUBBER TRACKS

EFFECTIVE JULY 1, 2015

WARRANTY



TRACKS COVERED

This Limited Warranty covers all new Firestone-branded Agricultural Rubber Tracks, used in normal agricultural service, when purchased from a Bridgestone Americas Tire Operations, LLC (BATO) authorized dealer or distributor (the “Covered Ag Tracks”).

WHAT IS WARRANTED

Subject to the terms, limitations and exclusions of this Limited Warranty, BATO warrants to the original end user of the Covered Ag Tracks that if the track becomes unusable for any reason within the manufacturer’s control within forty-eight (48) months from the date of purchase or 4,000 hours of operation, whichever occurs first, such track will be replaced with an equivalent new Firestone-branded Agricultural Rubber Track on the basis set forth in the section on the following page titled “Limited Warranty Period and Pro Rata Percentages.”

WHAT IS NOT WARRANTED

1. Any damage occurring in shipment.
2. Any damage caused during installation.
3. Normal wear and tear.
4. Tracks used for any non-agricultural or industrial applications or services.
5. Any damage caused by or attributable to improper undercarriage maintenance, use of undercarriage components or other components that are not original equipment manufacturer (OEM) specification.
6. Any damage caused by use of the Covered Ag Tracks on a gear tooth drive system (positive drive system).

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7. Any damage caused by or attributable to unauthorized alterations, modifications or repairs (including without limitation any modification or replacement of guide blocks, tread bars, lugs or other parts or accessories), or failure to comply with BATO recommendations on use or maintenance of the Covered Ag Tracks.
8. Any damage caused by use in inappropriate environmental conditions, or any other use outside of BATO's recommendations or specifications.
9. Any damage caused by accident, misuse, abuse, overload, sabotage, neglect, mishandling, misapplication, faulty installation or Acts of God or nature or other factors beyond BATO's control.

This Limited Warranty only covers Covered Ag Tracks that are unserviceable or unusable, and does not cover minor cosmetic deficiencies such as surface cracks, splits and other superficial distress that may impact track appearance but does not render the track unusable or measurably diminish overall life.

This Limited Warranty does not cover the cost of removing the Covered Ag Tracks or installing a replacement product.

WARRANTY CLAIMS PROCEDURE

Warranty claims must be submitted with proof of purchase of the Covered Ag Tracks to the nearest BATO Agricultural Products Location within fifteen (15) days after the date of the incident giving rise to the warranty claim along with photographs of the damaged area. At the sole option of BATO, the Covered Ag Track must be

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available for inspection at the claimant's expense. BATO, at its sole discretion, shall examine the Covered Ag Track and determine whether damage to the Covered Ag Track was a result of workmanship and, if so, determine the applicable remedy. Warranty claim forms are available from a BATO authorized distributor or dealer.

LIMITED WARRANTY PERIOD AND PRO RATA PERCENTAGES

If BATO determines a Covered Ag Track is unusable due to a condition covered by the Limited Warranty during Service Months (as defined on the following page) 0 through 12 and Service Hours 0 through 1,000, and with a Tread Wear Rate (as defined on the following page) of less than 25%, the Covered Ag Track shall be replaced, without charge, by a new Firestone-branded Agricultural Rubber Track.

If BATO determines the Covered Ag Track is unusable due to a condition covered by the Limited Warranty after the 12th Service Month, 1,000th Service Hour or after the Tread Wear Rate is greater than 25%, such Covered Ag Track shall be eligible for replacement with a new Firestone-branded Agricultural Rubber Track at a prorated purchase price calculated by the customer's normal buying price multiplied by the Pro Rata Collection percentage in the table on the following page. The Pro Rata Collection Percentage shall be determined using the Service Months, Service Hours or the Tread Wear Rate, whichever produces the greater Pro Rata Collection Percentage.

Pro Rata Collection Percentage Table

Months of Service or During	Hours of Service	If Tread Wear Rate Is	Pro Rata Collection Percentage
0-12	0-1,000	< 25%	0%
12-24	1,001-2,000	26%-49%	25%
12-36	1,001-3,000	50%-74%	50%
12-48	1,001-4,000	>75%	75%
At the end of the 48th month or after 4,000 service hours coverage expires			100%

For the purpose of this Limited Warranty, (i) the “Service Month” means the period from the date of purchase (proof of purchase required) of the Covered Ag Track by the original end user to the month in which the Warranty Claim was made, (ii) the “Service Hour” means the actual number of hours of operation from the time the Covered Ag Track has been installed on a piece of equipment and (iii) “the Tread Wear Rate” means the percentage calculated based on the following formula, which percentage shall be determined by BATO based on the related information of each item of the following formula.

$$\text{TREAD WEAR RATE} = \frac{A - B}{A - C} \times 100$$

A = “Original Tread Depth” means the depth of the tread bars of the Covered Ag Tracks, which depth is originally designated by BATO at the time of sale.

B = “Average Measured Tread Depth” means the average of the measured depth of the tread bars of the Covered Ag Track at the time of the claim under this Limited Warranty. Measurement instructions to determine Average Measured Tread Depth can be found in the Firestone Agricultural Rubber Track Manual.

C = “Worn-Out Tread Depth” means the depth of the tread bars of the Covered Ag Track, which is designated by BATO as the limitation of use and service. The Worn-Out Tread Depth is 10 mm (0.4”) of the original tread.

Claims made under this Limited Warranty are only allowed if the Average Measured Tread Depth is higher than the Worn-Out Tread Depth. If the Average Measured Tread Depth is lower than the Worn-Out Tread Depth, the Covered Ag Track is considered worn out and is no longer usable and a new Firestone Agricultural Rubber Track should be purchased at that time.

CONDITIONS AND EXCLUSIONS

Any Covered Ag Track replaced under the Limited Warranty with a new Firestone-branded Agricultural Rubber Track will be covered for the balance of the original Limited Warranty period. THIS IS THE ORIGINAL END USER’S SOLE AND EXCLUSIVE REMEDY, AND BATO’S ONLY OBLIGATION, FOR ANY DEFECTIVE FIRESTONE-BRANDED AGRICULTURAL RUBBER TRACK OR ANY BREACH OF WARRANTY WITH RESPECT TO THE FIRESTONE-BRANDED AGRICULTURAL RUBBER TRACK.

WARRANTY DISCLAIMER. OTHER THAN THE LIMITED WARRANTY DESCRIBED ABOVE, BATO MAKES NO EXPRESS OR IMPLIED WARRANTIES, CONDITIONS, OR GUARANTEES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OR MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED AND EXCLUDED.

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FOR FIRESTONE AGRICULTURAL RUBBER TRACKS

BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC
AGRICULTURAL DIVISION

LIMITATION OF LIABILITY. TO THE EXTENT PERMITTED BY LAW, BATO SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, DIRECT, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES, OR ECONOMIC LOSS OF ANY KIND (INCLUDING WITHOUT LIMITATION LOSS OF REVENUES OR PROFITS) ARISING OUT OF THE USE OR INABILITY TO USE THE FIRESTONE-BRANDED AGRICULTURAL RUBBER TRACK, WHETHER BASED ON THEORIES OF WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, AND REGARDLESS OF WHETHER BATO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BATO'S LIABILITY FOR ANY DEFECTIVE FIRESTONE-BRANDED AGRICULTURAL RUBBER TRACK SHALL NOT IN ANY EVENT EXCEED THE PURCHASE PRICE FOR SUCH FIRESTONE-BRANDED AGRICULTURAL RUBBER TRACK.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so this limitation or exclusion may not apply to you.

Only the actual owner-user of the Covered Ag Tracks may make an adjustment claim under this Limited Warranty and only for tracks used in the 50 United States and the District of Columbia.

Nothing in this Limited Warranty is intended to be a representation that failure cannot occur.



AGRICULTURAL RUBBER TRACKS

**LIMITED PRO RATA WARRANTY –
NON-AGRICULTURAL/INDUSTRIAL USE**
FOR FIRESTONE-BRANDED AGRICULTURAL
RUBBER TRACKS USED FOR NON-AGRICULTURAL/
INDUSTRIAL USE

EFFECTIVE JULY 1, 2015

WARRANTY

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USED FOR NON-AGRICULTURAL/INDUSTRIAL USE

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USED FOR NON-AGRICULTURAL/INDUSTRIAL USE

TRACKS COVERED

This Limited Warranty covers new All Traction Class 5 and All Traction Class 6 Firestone-branded Agricultural Rubber Tracks purchased from a Bridgestone Americas Tire Operations, LLC (BATO) authorized dealer that are used for non-agricultural/industrial use (the “Covered Rubber Tracks”). All Traction Class 3 and All Traction Class 4 Firestone-branded Agricultural Rubber Tracks are not subject to any warranty for non-agricultural/industrial use.

WHAT IS WARRANTED

Subject to the terms, limitations and exclusions of this Limited Warranty, BATO warrants to the original end user of the Covered Rubber Tracks that if the track becomes unusable for any reason within the manufacturer’s control within twenty-four (24) months from the date of purchase or within 2,000 hours of operation, whichever occurs first, such track will be replaced with an equivalent new Firestone-branded Agricultural Rubber Track on the basis set forth in the section on the following page titled “Limited Warranty Period and Pro Rata Percentages.”

WHAT IS NOT WARRANTED

1. Any damage occurring in shipment.
2. Any damage caused during installation.
3. Normal wear and tear.
4. Any damage caused by or attributable to improper undercarriage maintenance, use of undercarriage components or other components that are not original equipment manufacturer (OEM) specification.

5. All Traction Class 3 and All Traction Class 4 Firestone-branded Agricultural Rubber Tracks.
6. Any damage caused by use of the Covered Rubber Tracks on a gear tooth drive system (positive drive system).
7. Any damage caused by or attributable to unauthorized alterations, modifications or repairs (including without limitation any modification or replacement of guide blocks, tread bars, lugs or other parts or accessories), or failure to comply with BATO recommendations on use or maintenance of the Covered Rubber Tracks.
8. Any damage caused by use in inappropriate environmental conditions, or any other use outside of BATO’s recommendations or specifications.
9. Any damage caused by accident, misuse, abuse, overload, sabotage, neglect, mishandling, misapplication, faulty installation or Acts of God or nature or other factors beyond BATO’s control.

This Limited Warranty only covers Covered Rubber Tracks that are unserviceable or unusable, and does not cover minor cosmetic deficiencies such as surface cracks, splits and other superficial distress that may impact track appearance but does not render the track unusable or measurably diminish overall life.

This Limited Warranty does not cover the cost of removing the Covered Rubber Track or installing a replacement product.

WARRANTY CLAIMS PROCEDURE

Warranty claims must be submitted with proof of purchase of the Covered Rubber Tracks to the nearest BATO Rubber Tracks Products Location within fifteen (15) days after the

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date of the incident giving rise to the warranty claim along with photographs of the damaged area. At the sole option of BATO, the Covered Rubber Track must be available for inspection at the claimant’s expense. BATO, at its sole discretion, shall examine the Covered Rubber Track and determine whether damage to the Covered Rubber Track was a result of workmanship and, if so, determine the applicable remedy. Warranty claim forms are available from a BATO authorized distributor or dealer.

LIMITED WARRANTY PERIOD AND PRO RATA PERCENTAGES

If BATO determines a Covered Rubber Track is unusable due to a condition covered by the Limited Warranty during Service Months (as defined on the following page) 0 through 12 and Service Hours 0 through 1,000 and with a Tread Wear Rate (as defined on the following page) of less than 20%, the Covered Rubber Track shall be replaced, without charge, by a new Firestone-branded Agricultural Rubber Track.

If BATO determines the Covered Rubber Track is unusable due to a condition covered by the Limited Warranty after the 12th Service Month, the 1,000th Service Hour or after the Tread Wear Rate is greater than 20%, such Covered Rubber Track shall be eligible for replacement with a new Firestone-branded Agricultural Rubber Track at a pro-rated purchase price calculated by the customer’s normal buying price multiplied by the Pro Rata Percentage in the table on the following page. The Pro Rata Collection Percentage shall be determined using the Service Months, Service Hours or the Tread Wear Rate, whichever produces the greater Pro Rata Collection Percentage.

Pro Rata Collection Percentage Table

Months of Service or During	Hours of Service	Usable Tread Wear	
		0-20%	>21%
		Pro Rata Collection Percentage is:	
0-12	0-1,000	0%	If Greater Than 20% Use Actual Usable Tread Wear Rate Percent

At the end of the 24th month or after 2,000 service hours coverage expires

Months of Service or During	Hours of Service	Usable Tread Wear				
		0-20%	21-40%	41-60%	61-80%	81-100%
		Pro Rata Collection Percentage is:				
13-24	1,001-2,000	30%	40%	60%	80%	100%

At the end of the 24th month or after 2,000 service hours coverage expires

For the purpose of this Limited Warranty, (i) the “Service Month” means the period from the date of purchase (proof of purchase required) of the Covered Rubber Track by the original end user to the month in which the Warranty Claim was made, (ii) the “Service Hour” means the actual number of hours of operation from the time the Covered Rubber track has been installed on a piece of equipment and (iii) “the Tread Wear Rate” means the percentage calculated based on the following formula, which percentage shall be determined by BATO based on the related information of each item of the following formula.

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USED FOR NON-AGRICULTURAL/INDUSTRIAL USE

$$\text{TREAD WEAR RATE} = \frac{A - B}{A - C} \times 100$$

A = “Original Tread Depth” means the depth of the tread bars of the Covered Rubber Track, which depth is originally designated by BATO at the time of sale.

B = “Average Measured Tread Depth” means the average of the measured depth of the tread bars of the Covered Rubber Track at the time of the claim under this Limited Warranty. Measurement instructions to determine Average Measured Tread Depth can be found in the Firestone Agricultural Rubber Track Manual.

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Claims made under this Limited Warranty are only allowed if the Average Measured Tread Depth is higher than the Worn-Out Tread Depth. If the Average Measured Tread Depth is lower than the Worn-Out Tread Depth, the Firestone-branded Agricultural Rubber Track is considered worn out and is no longer usable and a new Firestone-branded Agricultural Rubber Track should be purchased at that time.

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USED FOR NON-AGRICULTURAL/INDUSTRIAL USE

CONDITIONS AND EXCLUSIONS

Any Covered Rubber Track replaced under the Limited Warranty with a new Firestone-branded Agricultural Rubber Track will be covered for the balance of the original Limited Warranty period. THIS IS THE ORIGINAL END USER'S SOLE AND EXCLUSIVE REMEDY, AND BATO'S ONLY OBLIGATION, FOR ANY DEFECTIVE FIRESTONE-BRANDED AGRICULTURAL RUBBER TRACK OR ANY BREACH OF WARRANTY WITH RESPECT TO THE FIRESTONE-BRANDED AGRICULTURAL RUBBER TRACK.

WARRANTY DISCLAIMER. OTHER THAN THE LIMITED WARRANTY DESCRIBED ABOVE, BATO MAKES NO EXPRESS OR IMPLIED WARRANTIES, CONDITIONS, OR GUARANTEES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OR MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED AND EXCLUDED.

LIMITATION OF LIABILITY. BATO SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, DIRECT, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES, OR ECONOMIC LOSS OF ANY KIND (INCLUDING WITHOUT LIMITATION LOSS OF REVENUES OR PROFITS) ARISING OUT OF THE USE OR INABILITY TO USE THE FIRESTONE-BRANDED AGRICULTURAL RUBBER TRACK, WHETHER BASED ON THEORIES OF WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, AND REGARDLESS OF WHETHER BATO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BATO'S LIABILITY FOR ANY DEFECTIVE FIRESTONE-



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