

### STANDARD WARRANTY POLICY ("Policy")

#### 1. **DEFINITIONS:**

- 1.1 **"BSID**" or "**Bridgestone India"** refers to Bridgestone India Private Limited, having its registered office at Plot No. A43, Phase-II, MIDC Chakan, Village Sawardari, Taluka Khed, Dist. Pune, Maharashtra 410501, India.
- 1.2 "**Customer**" means the person who purchased the Product from the BSID Dealer or a new vehicle fitted with Products.
- 1.3 "Date of Purchase" means the date of vehicle registration for new vehicle in case of OEM fitted tyre, or the date indicated on the receipt/invoice of purchase of the Products. If there is no proof of purchase, the Date of Purchase shall refer to the manufacturing date of the Product is question.
- 1.4 "BSID Dealer" means and includes a legal person, proprietorship concern, partnership firm, LLP (limited liability partnership) or a company, or any other legal entity, authorized by BSID to sell Products to Customers.
- 1.5 "Product" means brand new passenger car & light truck tyres and tubes manufactured and/or imported by Bridgestone India Private Limited ("BSID" or "Bridgestone India"), except retreaded tyre.

#### 2. WARRANTY PERIOD:

- 2.1 Tyres & Tubes shall be covered under warranty for manufacturing defects only for a period of 5 years from date of manufacturing, or 3 years from the Date of Purchase, or till the Exposure of Tread Wear Indicators, whichever is earlier, irrespective of kilometre covered ("Warranty Period").
- 2.2 At the end of the Warranty Period stated above, all warranties, express or implied are terminated.
- 2.3 "Exposure of Tread Wear Indicators" with respect to this Policy means the original tread worn out to the level of tread wear indicators i.e. at a remaining tread depth of 1.6 mm.

## 3. TERMS & CONDITIONS OF WARRANTY:

- 3.1 This Policy is applicable only with respect to the Products.
- 3.2 This Policy is valid for original Customers of Products and cannot be assigned or transferred to any other party or subsequent buyers.
- 3.3 This Policy is applicable only in India.
- 3.4 Once a claim is duly made with respect to a Product, all assessments/investigations relating to the damage alleged in said claim shall be made by authorized representative of Bridgestone India. Any decision of such authorized representative of Bridgestone India and his/her findings will be final.

- 3.5 Liability of BSID for tyres having manufacturing defect is limited to the costs of the replacement of the product on a pro-rata basis, based on remaining tread wear basis of the formula mentioned in 3.6.
- 3.6 If the result of inspection indicates that the defects are under the Policy, BSID will compensate to Customer as follows:
- a) The amount of compensation for tyre in question shall be calculated based on "Level of remaining tread depth" as the formula below:

Amount chargeable to Customer = (Original Tread Depth - Remaining Tread Depth) x Tyre Price (₹)
(Original Tread Depth-1.6mm)

b) Amount of compensation for tube claimed together with tyre shall be calculated basing on "Level of remaining tread depth" as the formula below:

Amount chargeable to Customer = (Original Tread Depth - Remaining Tread Depth) x Tyre Price (₹) (Original Tread Depth-1.6mm)

c) Tube or Flap that claimed alone without tyre:

Amount chargeable to Customer = NIL

- 3.7 All applicable taxes on the new Product, service charges incurred, and cost of mounting and balancing service shall be borne by the customer.
- 3.8 Bridgestone India on it's own discretion may discontinue any Product at any time without any notice in advance to existing Customer. In case the exact replacement for the Product under claim is not available during Warranty Period (if applicable), due to any reason, a suitable Product with available appropriate size/ pattern will be offered as replacement during Warranty Period. The price difference applicable for replaced Product shall be borne by the Customer.
- 3.9 All claims shall be lodged with a BSID Dealer and in case of OE fitment with OE manufacturer's dealer from whom vehicle fitted with Product is purchased.
- 3.10 BSID is not responsible for any loss or damage while the Product under claim is in possession of BSID Dealer.
- 3.11 All Products with respect to which a claim has been rejected, if not collected within 21 (Twentyone) days of intimation of rejection to Customer will be disposed off. BSID or BSID Dealer will not be liable for any loss due to such disposal.
- 3.12 BSID is not liable for payment of compensation for any direct or indirect losses, damages, incurred on account of failure/damage in Products.
- 3.13 BSID is not liable for any representation, assurance, covenant, statement, commitment, promise or agreement etc., made by its BSID Dealers, employees or representatives or OEM and shall not be bound by the same under any circumstance, except as stated herein.
- 3.14 \* T&C apply "Bridgestone India shall comply with its privacy policy in respect of any information provided by Customers" as per the policy of which a link is provided below:
- URL https://s7q10.scene7.com/is/content/bridgestoneeu/Privacy%20Policypdf
- 3.15 Bridgestone India reserves the right to cancel and/or change a part and/or the entire Policy without prior notice.
- 3.16 This Policy shall in no circumstance be construed as insurance.

#### 4. **EXCLUSIONS:**

Warranty is not offered in the following categories:

- 4.1 Damage to Products caused by improper use or storage.
- 4.2 Tyres of which tread wear indicator is exposed.
- 4.3 Tubes used for more than one life span.
- 4.4 Products which have been repaired or re-capped.
- 4.5 Improper application or use of Product size and/or specification.
- 4.6 Products damaged due to vehicle mechanical irregularities or vehicle accident.
- 4.7 Tyres that have been installed on any vehicle other than the vehicle on which they were originally installed.
- 4.8 Damage from misalignment, wheel imbalance, defective brakes or shock absorbers, improper inflation, overloading, improper mounting or demounting, oil or chemical action, fire, use for racing, tyre alteration, tampering (e.g. tampered serial number, size of tyre, ply rating, etc.), running-flat or wilful damage or abuse.
- 4.9 Damage from road hazards e.g. cut, impact damage, puncture, snag, bruise, stone drill, or bulge.
- 4.10 Tyres and tubes not manufactured and/or imported by Bridgestone India and/or spurious tyres and tubes.
- 4.11 Tyres purchased from unauthorized sellers.
- 4.12 Illegally imported tyres.
- 4.13 Tyres which have serviceable damages.
- **5. <u>LIMITATION OF LIABILITY</u>**: Notwithstanding anything contrary contained herein, in no event shall BSID be liable or responsible for any direct, indirect, special, incidental or consequential losses, damages, suits, claims etc., to any person (including any third party/ies) or property/ies in any manner whatsoever. BSID's overall liability shall under no circumstances exceed the approved amount of compensation under a warranty claim as stated under this Policy.

# 6. PRODUCTS CLAIMS VALIDATION:

- 6.1 Bridgestone India reserves the rights to request the Customer to provide proof of purchase to validate claims. In this regard, the Customer must deliver the damaged Products to a BSID Dealer, along with the correct, complete, and real Customer's information and usage conditions.
- 6.2 The decision of compensation by Bridgestone India Pvt Ltd. shall be final.
- 6.3 The compensable Product claimed shall become the property of Bridgestone India Pvt Ltd.
- 6.4 This Warranty Policy shall be governed by and construed in accordance with the laws of India and the courts at Pune shall have exclusive jurisdiction to entertain any disputes arising hereunder.

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