

WARRANTY CONDITIONS FOR TYRES MADE AND SOLD BY KABAT TYRE IN BUDZYŃ

GENERAL WARRANTY CONDITIONS

1. Kabat Tyre guarantees that all new tyres delivered and marked with the Kabat name are free of defects during the warranty period, and may be used for the purposes for which they are intended.
2. In each case, the warranty period may not end later than **24** months from the date of purchase (**two** years), and **36** months from the date of manufacture (**three** years). For tyres that can be fitted onto a rim with a diameter of up to 10 inches – **12** months from the date of purchase and **24** months from the date of manufacture.
3. Complaints should be notified by providing the tyres in question to the seller. The date on which the tyres are given to the seller is the date of commencement of the complaint procedure.
4. A completed COMPLAINT FORM should be attached to each tyre in question.
5. Complaints will be considered based on the results of an examination of the tyre in question and submitted documents, including proof of purchase.
6. Complaint should be considered within 14 days from the date of filing of the complaint, or the person making the complaint should be provided with information about the ongoing complaint procedure (further tests and expert opinions).
7. Kabat Tyre will consider complaints regarding defective tyres at its own discretion, i.e.:
 - it will provide tyres without defects or will give an adequate discount for the purchase of new tyres,
 - it will refund an adequate part of the price as per the Kabat recommended price list applicable on the day of the receipt of the complaint, or, in justified cases, the entire purchase price of the tyre.

For agricultural tyres, the percentage value for approving a complaint is determined based on the age of the tyre (number of months from the date of sale as confirmed on the proof of purchase, or number of months from the date of production) and percentage of tyre wear as per the following table:

AGRICULTURAL TYRES - Percentage of refund for approved complaints			
Number of months from the date of sale or date of manufacture			
% wear	up to 12	up to 24	up to 36
0 - 20	80	60	40
21 - 40	60	40	20
41 - 60	40	20	10
61 - 80	20	10	5
> 80	10	5	0

The degree of wear of a tyre being returned is calculated by measuring the remaining tread depth of the tyre and comparing it with the tread depth of a new tyre. The absence of a serial number, DOT, or tyre production date excludes the manufacturer's liability under the warranty. Repaired tyres are not covered by the warranty.

8. At the request of the complaining party, Kabat Tyre will refund the purchase of the inner tube and/or flap if they are damaged as a result of the tyre's defect.
9. The warranty covers only manufacturing defects making the tyre unusable.
10. The warranty for consumer goods sold does not exclude, limit or suspend the Customer's rights (against the Seller) resulting from non-compliance of the goods with the contract based on the Act of 30 May 2014 on Consumer Rights (Polish Journal of Laws of 2014, item 827).

SCOPE OF WARRANTY

1. The warranty expires if damage is found that is due to:
 - Incorrect transport, storage or use of tyres, during which the tyre is exposed, among others, to: deformations resulting from excessive pressure, impact and strokes, effects of chemical substances (including acids, alkalis, and other caustic materials, petroleum-derived materials, as well as ozone and high temperatures);
 - Use of the tyres in a way not intended/not according to technical parameters;
 - Incorrect assembly or disassembly, for example, not using the proper mounting paste, including installation on the wrong size or type of rim, or on a rim that is damaged and/or corroded, and when installing an inner tube using a flap or valve of the wrong type or dimensions, other than those recommended by the manufacturer;
 - Use of an excessively loaded vehicle or equipment resulting in the permissible tyre carrying capacity and/or permissible axle loads to be exceeded;
 - Driving at unacceptable speeds, incorrect driving technique, and in particular sudden braking or acceleration;
 - Incorrect technical condition of the vehicle, equipment, including incorrect suspension geometry, damaged or worn-out shock absorbers, cushions, rubber-metal bushings, springs, leaf springs, radius rods and other suspension components, as well as improperly functioning brake systems;
 - Using the tyres at an incorrect internal pressure (too high or too low);
 - Excessive wear and tear resulting from the use of a vehicle under extreme road or weather conditions, and use of the tyres in sports competitions or other sport competition events;
 - Piercing, cutting or jamming of a foreign body between twin wheels, using chains, hitting an obstacle with the tread face, shoulder or side of the tyre, driving onto a kerb, over a pothole, or over a sharp (angular-shaped) object on the road;
 - Tyre damage resulting from being involved in a road accident or collision;
 - Quick or uneven tread wear, including so-called 'saw-tooth wear';
 - Chipping or tearing of the tread rubber or other intentional actions causing damage to the tyre;
 - The natural ageing process of rubber.
2. The tyre warranty does not include compensation for loss of time, temporary inactivity of vehicles or equipment, inconvenience, and nuisances and costs related to the filing of the complaint.

OBLIGATIONS OF THE USER-OWNER

It is the user-owner's responsibility to properly use the tyre within the maximum load, pressure and speed index ranges specified for the relevant tyre. The User-owner is required to adhere to the GUIDELINES FOR INSTALLATION, REMOVAL AND PUMPING OF AGRICULTURAL TYRES, and the technical parameter records in the AGRICULTURAL TYRES catalogue developed by the tyre manufacturer Kabat Tyre – information is available on the Company's website.

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