

**WARRANTY CONDITIONS FOR AGRICULTURAL TIRES MANUFACTURED
AND SOLD BY KABAT TYRE IN BUDZYN**

GENERAL WARRANTY CONDITIONS

1. Kabat Tyre guarantees that all new tyres supplied and marked with *the Kabat Tyre* name are free from manufacturing defects during the warranty period and can be used for the purposes for which they are intended. The warranty covers physical defects caused by the tyres, in particular defects in workmanship, material defects, construction defects – if they become apparent during the warranty period.
2. The complaint should be filed by delivering the disputed tires to the seller along with proof of purchase in the form of a receipt or invoice. The date of presentation of the tires at the disposal of the seller is equivalent to the date of the start of the complaint procedure.
3. Each complained tire must be accompanied by a completed complaint protocol.
4. The complaint will be considered based on the result of the examination of the disputed tire and the documents presented, including the proof of purchase.
5. The complaint should be considered within 14 working days from the date of notification. During this time, the complainant should receive information about the ongoing complaint procedure, including any further research and expert opinions and any extended period of complaint consideration. If necessary, the buyer should provide the manufacturer with the opportunity to examine the vehicle on which the tire is fitted.
6. Kabat Tyre will consider a complaint about defective tires at its discretion, i.e.
 - will provide defect-free tires or grant an appropriate discount on the purchase of new tires,
 - refund the relevant part of the price in force on the date of receipt of the complaint of the recommended Kabat price list or, in justified cases, the entire purchase price of the tire.
8. The warranty period for **DIAGONAL tires** is 36 months from the date of manufacture and 24 months from the date of purchase. For tires with a seating diameter of up to 10 inches, this period is **12** months from the date of purchase and 24 months from the date of manufacture.
9. For **DIAGONAL agricultural tyres**, the percentage value of the complaint is determined on the basis of the age of the tyre (the number of months from the date of sale confirmed in the purchase receipt or from the date of production) and the percentage of its wear, according to the following table:

AGRICULTURAL BIAS TIRES			
Percentage of complaint acceptance			
Number of months from date of sale or date of manufacture			
% consumption	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
81 - 100	10	5	0

10. The warranty period for **RADIAL tires** is 84 months (7 years) from the date of manufacture. The warranty period applies to tires stored for no longer than **36** months from the date of manufacture to the date of sale.

11. For **RADIAL tyres**, the percentage of acceptance of the complaint is determined on the basis of the age of the tyre (the number of months from the date of sale confirmed in the proof of purchase or from the date of manufacture) and the percentage of its wear, according to the following table:

RADIAL AGRICULTURAL TIRES Percentage of complaint acceptance							
Number of months from date of sale or date of manufacture							
% consumption	of the 12	of the 24	of the 36	of the 48	of the 60	of the 72	of the 84
0 - 20	100	80	60	50	40	30	20
21 - 40	100	60	50	40	30	20	15
41 - 60	100	50	40	30	20	15	10
61 - 80	100	30	20	15	10	5	5
81 - 100	100	10	5	0	0	0	0

12. The degree of wear of the advertised tyre is calculated by measuring the remaining tread depth of the tyre and comparing it with the tread depth of a new tyre. Lack of batch number, DOT marking, or date of manufacture excludes the manufacturer's liability under the warranty. Repaired tires are not covered by the warranty.
13. At the request of the complainant, Kabat Tyre will compensate the inner tube and/or protector if their damage occurred as a result of a tire defect.
14. If the complaint is accepted, the buyer/user has the right to:
- replacement of the tire with a new, defect-free one – provided that an additional amount corresponding to the percentage of wear of the advertised tire is paid,
 - reimbursement of the cost of purchasing a tire – reduced by the percentage cost of its wear.
15. The warranty for the sold consumer goods does not exclude, limit or suspend the consumer's rights towards the Seller resulting from the non-conformity of the goods with the contract, specified in the Act of 30 May 2014 on consumer rights (Journal of Laws of 2024, item 1796, i.e.).

SCOPE OF THE WARRANTY

1. The warranty is void when damage is found due to:
- Improper transport, storage or use of tyres, as a result of which the tyre is exposed, among m.in, to: deformation caused by excessive pressure, impact and shock, the effects of chemicals (such as acids, alkalis, corrosive materials, petroleum materials), as well as the effects of ozone and high temperatures.
 - Using tires contrary to their intended purpose and/or technical parameters.
 - Incorrect assembly or disassembly, e.g. without the use of appropriate fitting paste, including mounting on an improper size or type rim, on a damaged or corroded rim, or the use of an incorrect type and size of inner tube, protector or valve other than those recommended by the manufacturer during installation.
 - Operating a vehicle or equipment in a way that causes excessive load, resulting in exceeding the permissible load capacity of the tyres and/or the permissible axle loads.
 - Driving at an unacceptable speed, improper driving technique, and in particular sudden braking and acceleration.

- Improper technical condition of the vehicle, equipment, including, m.in, incorrect suspension geometry, damaged or worn shock absorbers, cushions, metal-rubber bushings, springs, springs, reaction rods and other suspension elements, as well as malfunctioning brake systems.
 - Operating tyres with incorrect internal pressure (too high or too low).
 - Excessive wear resulting from the operation of the vehicle in extreme road and weather conditions, and the use of tyres in sports competitions or other events having the characteristics of sports competition.
 - Punctures, cuts, cuts and jamming of a foreign body between twin wheels, use of chains, hitting an obstacle with the face of the tread, shoulder or side of the tire, hitting a curb, pothole, sharp (angular object) on the road, field, forest or other terrain.
 - Tyre damage resulting from being involved in any road accident or collision.
 - Rapid or uneven tread wear, including the so-called "serration".
 - Rapid or uneven tread wear resulting from the tyre being used in a way that is not intended for use.
 - Chipping, tearing of tread rubber and other intentional action causing damage to the tire.
 - Adding various types of fillers, sealants and loads to tires that are not in accordance with the intended purpose.
 - The natural aging process of rubber.
2. The tyre warranty does not cover compensation for loss of time, temporary malfunction of the vehicle or appliance, inconvenience or inconvenience and costs associated with filing a complaint.

OBLIGATIONS OF THE USER - HOLDER

It is the responsibility of the user (holder) to properly use the tyre in accordance with the maximum load, pressure and speed index specified for the tyre. The user (holder) is also obliged to comply with the *Guidelines for the installation, disassembly and inflation of agricultural tires* and with the technical parameters contained in the *Agricultural Tires catalog* developed by the manufacturer – Kabat Tyre, as well as with the information available on the manufacturer's website: www.kabat.pl

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