## The Michelin Promise Plan™

The Michelin Promise Plan applies to all MICHELIN brand passenger and light truck replacement tires purchased on or after March 1, 2011. The Michelin Promise Plan provides the following benefits:

- 30-Day Satisfaction Guarantee
- 3-year Flat Tire Changing Assistance
- Limited Mileage Warranty

#### **30-Day Satisfaction Guarantee:**

We are confident consumers will love their new MICHELIN tires. So confident, in fact, that we back the purchase with a 30-Day Satisfaction Guarantee. Consumers have up to 30 days to decide if they want to keep them or exchange them for a different set of tires. If they are not 100% satisfied with their new tires, they can simply bring the tires and original sales receipt back to the place of purchase within 30 days of their purchase and Michelin will gladly exchange them.

Certain conditions and limitations apply. Exchange available only for the number of tires originally purchased and mounted. Mounting and balancing costs are included on exchanged tires. Valve stems are extra. Tires that are damaged due to misuse or misapplication, road hazards, and mechanical problems related to the vehicle, use in any racing-related activities or competitive events, or tires that have been removed from the original vehicle on which they were installed, are excluded from this satisfaction guarantee, and exchanges do not apply. This satisfaction guarantee only applies to the original tires purchased and not to the tires provided under this guarantee. This guarantee applies to from 1 to 6 tires and does not apply to original equipment tires. It is subject to all the maintenance recommendations and safety warnings contained in the Michelin Owner's Manual.

#### Flat Tire Changing Assistance for 3 years:

In the event of a flat tire consumers can call the toll-free number listed in the Michelin Owner's Manual or the wallet card (provided in the Owner's Manual), to receive flat tire changing assistance. A qualified service professional will be dispatched to remove the wheel on which the flat tire is mounted, and install the consumer's inflated spare tire & wheel assembly. If an inflated spare is not available, towing will be provided at no cost to the nearest approved Michelin servicing dealer of the consumer's choice. Service is available 24 hours a day, 365 days a year in the United States and Canada. For Flat Tire Changing Assistance call: 1-888-553-4327

## The Michelin Promise Plan™ · · · (CONT'D)

Certain conditions and limitations apply. This service does not cover the repair or replacement costs of the tire. The service applies only to motorized passenger and light truck vehicles and specifically excludes trailers, recreational vehicles, commercial vehicles and any vehicle used for farm, ranch, agriculture, racing, or off-road service. This service is not available for original equipment tires.

#### A Limited Mileage Warranty for Every Michelin Tire

All MICHELIN® passenger and light truck tires are covered by a manufacturer's limited warranty for treadwear (with the exception of the MICHELIN® Pilot® Sport Cup tires, which are designed for track use). This warranty will help you and your consumers understand what mileage you should expect from every MICHELIN tire you sell, which will increase overall satisfaction for your consumers. The Michelin Owner's Manual should be provided to consumers every time you sell a MICHELIN tire, as it clearly explains the Michelin Limited Warranty for treadwear, including what is covered and what is not covered. The mileage warranty for each tread design is available at www.michelinman.com/promise and may be noted in various product literature.

Some vehicles come from the vehicle manufacturer with "split fitments" - meaning different size tires on the front and rear axles. Because these tires cannot be rotated as recommended by Michelin, the mileage warranty on each rear tire will cover half the number of miles as the standard warranty for that particular tread design. MICHELIN Self-Supporting Zero Pressure (ZP) tires have the same mileage warranty as the standard tire line of which they are a part, up to but not exceeding 30,000 miles. DOT-approved competition tires (e.g., MICHELIN Pilot Sport Cup tires) are excluded from any mileage warranty. MICHELIN Winter tires must be used during winter months only, defined as a period beginning on or after September 1st of a given year and ending no later than April 30th of the following year. MICHELIN winter tires require documentation of the timing of the installation and removal of the tires each winter to maintain coverage under the limited warranty for tread wear.

Certain conditions and limitations apply. The limited warranty for treadwear is subject to all conditions and limitations, including maintenance requirements and safety warnings, contained in the Michelin Owner's Manual, under the Michelin Passenger and Light Truck Limited Warranty.

IF YOU HAVE ANY QUESTIONS ABOUT THE MICHELIN PROMISE PLAN, PLEASE CALL MNA CONSUMER CARE AT 1-800-847-3435.

### ABOUT WARRANTIES...

A product warranty is a commitment to the consumer from both the manufacturer and the dealer. It is an expression of the willingness of a business to stand behind its products and services. As such, it is a badge of business integrity.

Warranties are governed by both State and Federal laws and regulations. Everyone in business today should have a basic understanding of warranties covering the products they sell and of their obligations under the law and under the rule of good business. This section is not intended to be a complete course in warranty law. Its purpose is simply to provide general information about your responsibilities.

#### WARRANTIES AND FEDERAL LAW

The Federal law governing warranties is the Magnuson-Moss Warranty Act of 1975. It covers all written warranties on consumer products costing \$15.00 or more. As a dealer, you are required to provide pre-sale warranty information on the MNA products you sell. This can be done by displaying the warranty near the product or by displaying a notice that warranties are available for inspection upon request.

### ABOUT WARRANTIES . . . (CONT'D)

#### WARRANTIES AND STATE LAW

The Uniform Commercial Code (UCC) covers implied warranties. Most states have adopted all parts of the UCC, but the application of the code varies from state to state. For a complete understanding of how the UCC applies in the states where you do business, you may wish to contact your state Attorney General's Office.

There are two basic types of implied warranties:

The Implied Warranty of Merchantability and
The Implied Warranty of Fitness for a Particular Purpose.

The first simply means the product will do what it is designed to do. For instance, a toaster will toast, a freezer will freeze, a recliner will recline, etc. This is sometimes called the Warranty of Fitness for Ordinary Use.

The second implied warranty, the Implied Warranty of Fitness for a Particular Purpose, is sometimes called the Warranty of Fitness for Intended Use. This implied warranty applies when a consumer relies on the seller's advice and the seller knows how the buyer intends to use the product. For example, a consumer shopping for a lawn mower buys a model that was advertised to cut tall grass and brush. He explains to the seller that he has 4 acres covered with this type of undergrowth and the seller assures him the advertised mower will do the job. Here, the buyer has relied on the seller's advice and the seller clearly knew the intended use. If the mower failed to perform as advertised, it would be a breach of the Implied Warranty of Fitness for a Particular Purpose.

#### LIMITED WARRANTIES

#### **Workmanship and Materials**

Beyond the Michelin Promise Plan<sup>™</sup> for MICHELIN® brand tires (explained earlier), limited warranties for all MICHELIN®, BFGoodrich®, and Uniroyal® brand tires cover the workmanship and materials that go into making these products, for 6 years from date of purchase, or until the end of their useful treadlife, whichever occurs first. The date of purchase is documented by the new vehicle registration or tire sale invoice. If no proof of purchase can be produced, the 6-year period will be determined from the date of manufacture contained in the DOT (Department of Transportation number molded on the sidewall of the tire. For additional details, please refer to the appropriate brand warranty.

### Treadwear - Based on Mileage or Time

In addition to the workmanship and materials warranty coverage, MICHELIN, and some BFGoodrich and Uniroyal brand tires, are covered by a Limited Warranty for Treadwear. Most treadwear coverage is for a specified mileage and credit is based on the percentage of the warranted mileage not attained.

At the time of sale, you, as the selling dealer, are required to complete the Original Owner / Tire Installation Information Form which includes consumer, vehicle, tire information, and the date of installation.

At the time of a claim for mileage warranty coverage, the tires must be evenly worn to 2/32nds of an inch of tread remaining, the date and odometer reading at the time of mounting must be documented, and the rotation service record must be completed, showing that the required rotations were performed. For specific requirements, please refer to the applicable mileage warranty.

#### **Road Hazard Damage**

Road hazard damage is covered only under specific guidelines for MICHELIN® Self-Supporting Zero Pressure (ZP) tires, and PAX tires. Always refer to the applicable warranty booklet for specific information.

#### TIRE REGISTRATION

Under current requirements of the National Traffic and Motor Vehicle Safety Act, all authorized dealers are required to provide DOT Tire Registration forms to consumers with every tire purchase transaction. Similarly, distributors selling tires to other dealers for resale are to supply tire registration forms to such dealers.

# ABOUT WARRANTIES . . . (CONT'D)

The selling dealer is required to record its business name and address and the tire identification numbers in the proper spaces on the DOT registration card before giving it to the consumer. (DOT cards for Michelin brand tires are included in the Michelin Owner's Manual). The consumer is to enter his name and address on the card, affix proper postage and mail to the address pre-printed on the front of the card, or visit www.michelinman.com to register on-line. Registration cards for MNA brands may be ordered through the Promotional Fulfillment Center at 1-800-677-3322 and will be supplied at no charge to the dealer.