

# The Vogue Tyre Limited Warranty • Premium All-Season Radials

## **Eligibility**

You are eligible for the benefits of highway tire Protection Policy if you are the original owner of Vogue highway tires bearing the Vogue name and the Department of Transportation prescribed tire identification number and if the tires have been used only on the vehicle which they were originally installed according to the vehicle manufacturer's and/or Vogue recommendation. This warranty applies to the original purchaser only.

## **What Is Covered and For How Long**

### **Quality Assurance.**

Any Premium All-Season radial highway tire covered by this policy which becomes unserviceable due to a workmanship or material related condition during the first 25 percent of treadwear will be replaced with a comparable new steel belt radial tire without charge. Treadwear is measured by the depth of tread remaining. When radial tires are worn more than 25 percent, you pay only an adjustment charge for the total tread depth you used down to the treadwear indicators (2/32). In addition, you must pay any charges for mounting and balancing.

### **Mileage Expectancy.**

Any Premium All-Season radial tire is built to deliver an expected tread life (until worn to the tread depth indicators 2/32) of at least 60,000 miles for "S" speed rated and 40,000 miles for "H" speed rated to the original owner.

### **Road Hazard Assistance.**

On any Premium All-Season tire damaged beyond repair due to a road hazard, Vogue will make an allowance against the purchase of a comparable Vogue Tyre based on the depth of tread remaining in accordance with Vogue's Replacement Allowance Policy. However, a minimum charge of \$25.00 will be made on all such replacements. (Service charges to be borne by the customer).

### **Replacement Allowance Policy**

For tires not eligible for no-charge replacement, the allowance toward the purchase of a comparable new steel belt radial tire will be based on the percent of original tread depth remaining which shall be computed in accordance with Vogue's "Percent of Wear Chart for Replacement Purposes" and your actual purchase price as evidenced by invoice. If the original invoice is not available, the allowance will be based on the adjusting dealer's actual retail selling price of a comparable new steel belt radial tire at the time of replacement.

## **Causes Not Covered**

Vogue's obligations under this warranty do not cover or apply to unusability, defects or wear caused by the improper rim widths, improper inflation, misalignment, overloading (use with a lesser maximum load-carrying capacity than recommended by the vehicle manufacturer), the mechanical condition of the vehicle, racing, chain damage, fire, theft, highway conditions, wreck collision, willful abuse, repairable punctures, faulty installment other than by Vogue personnel or other conditions beyond Vogue's control. Also not covered is ozone or weather cracking on the Tyres more than five years after the production date. We recommend using a soft brush with a non-abrasive cleaner such as Vogue Whitewall Cleaner for cleansing. The use of harsh or abrasive cleaning agents, chemicals containing bleach, wire brushes, steel wool or other such implements may damage the Tyre sidewall and will negate our obligations under paragraphs 1 and 2. We reserve the right to not deem worn for purposes of the above provisions tread which, in our opinion, has been prematurely worn due to abusive use and/or service conditions.

**Requirements:** To have any tyre replaced or receive a credit in accordance with the above provisions, you must present the affected tyre and a signed, duly filled out Vogue claim form at a Vogue dealer or service store. You may identify such a dealer or store and obtain such form by contacting Vogue at this address or number set forth below. A minimum charge of \$25.00 will be made for all tyre replacements. You will be required to pay for any services, labor and applicable sales or other taxes.

## **Scope of Obligations**

This warranty gives you specific legal rights and you may also have other rights which vary from state to state. The foregoing provisions constitute the exclusive express warranties and credit obligations of Vogue regarding the tyres sold to you. To the extent legally permissible, no implied warranties legally regarding the tyres, including but not limited to any implied warranties of merchantability or fitness for a particular purpose, are applicable; to the extent any such implied warranties apply, they shall be limited in time to the duration of the limited warranty set forth above. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. No employee or agent of Vogue is authorized to make any representation, warranty or replacement or credit agreement regarding the tyres on behalf of Vogue except to the extent specifically stated herein. The sale of tyres to you is conditioned on your acceptance of the terms herein. None of such terms may be modified and any different or additional terms proposed by you relating to the tyres will not apply, unless consented to in writing by Vogue.

## **Limits on Liability**

Vogue will have no warranty, contract tort or other liability or obligations to you with respect to any tyre (a) in excess of the price paid by you for the tyre or (b) for any incidental, consequential or special damages, including but not limited to any loss of use of vehicles or other property, inconvenience, delays, loss of time, loss of profits or third party claims against you. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.