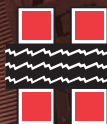


# LIMITED PROTECTION POLICY



**HERCULES TIRES**<sup>®</sup>

**RIDE ON OUR STRENGTH.**

*Passenger, Light Truck and  
Specialty Trailer Tires*

# HERCULES® TIRES LIMITED PROTECTION POLICY

**This protection policy applies to Hercules brand tires purchased on or after January 1, 2017, or, in the absence of proof of purchase, tires with a manufacturing DOT code reading DOT 0117 or later.**

## HERCULES LIMITED PROTECTION POLICY

(Applicable in the United States and Canada only.)

Congratulations, you have just purchased what we believe is the finest value available in the tire industry. We are proud of the quality and performance of the wide range of Hercules Tires products, and we realize that your continued satisfaction is essential to our success. Millions of Hercules brand tires are on the road right now delivering long mileage and outstanding performance. These tires are backed by a support network of thousands of dealers worldwide. Additionally, Hercules offers a unique protection plan to ensure you'll never be caught in a town without a Hercules dealer in the unlikely event that you would need an adjustment under the terms of the protection policy.

**THIS LIMITED PROTECTION POLICY IS NOT A GUARANTEE THAT YOUR TIRE WILL NOT FAIL OR BECOME UNSERVICEABLE IF NEGLECTED OR MISTREATED.**

## IMPORTANT

The following contains important protection policy information which you must have in order to obtain an adjustment under the terms of the protection policy. This information also includes the Hercules Road Hazard Protection Program, the Hercules 30-Day Trust Our Ride Test Drive Program, the Hercules Mileage Coverage Plan and the Hercules Adjustment Policy. We suggest you keep this in your vehicle at all times. In the unlikely event that you ever need to request an adjustment under the terms of the protection policy, present this to your Hercules dealer, and they will have all the information needed to promptly address your request.

## ELIGIBILITY

Eligible tires are covered by this Limited Protection Policy for a minimum of 36 months from the date of original tire manufacture date or purchase date. (Without proof of purchase, date of manufacture will be used to determine age.)

This Limited Protection Policy applies to the original owner of new Hercules branded SUV/P-Metric/Light Truck, Passenger and Specialty Trailer tires that are new replacement market tires bearing the Hercules brand name and D.O.T. Tire Identification Number, operated in normal service, and used on the same vehicle on which they were originally installed according to the vehicle manufacturer's recommendations. Additionally, tires used in commercial service including, but not limited to, taxicabs, police cars, emergency vehicles, trailers and non-passenger service vehicles are not eligible for the Road Hazard Protection Program or Mileage Coverage

Plan set forth in this Limited Protection Policy. Tire(s) on any vehicle registered and normally operated outside the United States and Canada are excluded from eligibility under this Limited Protection Policy.

When used in normal noncommercial service, SUV/P-Metric/Light Truck, Passenger and all-steel ST/LT tires which become unserviceable due to defects in workmanship and material will be replaced on a "no charge" basis during the first 50% of original usable tread. Likewise, specialty trailer tires of polyester-steel construction which become unserviceable due to defects in workmanship and material will be replaced on a "no charge" basis during the first 2/32" of original usable tread. The cost of mounting, balancing and any other service charges including applicable taxes are excluded from reimbursement. Thereafter, the adjustment replacement price will be based upon tread wear prorated upon the basis of the original purchase price. Tires are considered 100% worn when the remaining tread depth is 2/32nds of an inch or less. BLEMISH passenger car tires are not adjustable. Out of balance, out of round or ride disturbance adjustments for SUV/P-Metric/Light Truck, Passenger and all-steel ST/LT tires will only be made during the first 2/32nds of an inch of the original tread depth. Likewise, out of balance, out of round or ride disturbance adjustments for polyester-steel specialty tires will only be made during the first 1/32" of the original usable tread depth. Three (3) or more tires from the same vehicle will not be accepted. All Hercules tire adjustments will be subject to and made in conformity with the following conditions and exclusions of the Hercules Limited Protection Policy.

## ROAD HAZARD PROTECTION PROGRAM

This Road Hazard Protection Program is offered upon the purchase of any eligible new Hercules Tires branded SUV/P-Metric/Light Truck and Passenger tire purchased in Canada or the United States to promote goodwill and is not a guarantee that your tire will not fail or become unserviceable due to a road hazard injury. This Road Hazard Protection Program is a free replacement for the first 50% tread wear up to two (2) years. This protection plan applies to all Hercules tires as mentioned above that are purchased new from an authorized Hercules Tires dealer and is valid under the certain specified conditions as detailed below.

This Road Hazard Protection Program is valid from the date of purchase for two (2) years or when the tire reaches 50% of usable tread depth, whichever comes first. When an eligible tire is damaged during the first 50% of tread wear or first 24 months from date of purchase, whichever came first, the tire will be replaced with a comparable Hercules brand tire free of charge.

This Road Hazard Protection Program provides credit based upon 50% of remaining usable tread at the time of failure due to road hazard. "Usable Tread" is defined as the original tread depth of a tire less 2/32nds of an inch.

When the tire has 2/32nds of an inch or less in tread depth, it is considered worn out.

## ROAD HAZARD EXCLUSIONS

This Road Hazard Protection Program excludes Hercules all-steel construction tires and polyester-steel specialty trailer tires. All exclusions described under the section of “What is not covered” within this Limited Protection Policy and other exclusions include, but are not limited to, effects caused by

1. A tire that is damaged /failed due to vandalism.
2. A tire that is damaged /failed due to an accident.
3. A tire that is damaged /failed due to commercial, industrial or agricultural use.
4. A tire that is damaged /failed due to racing.
5. A tire that is damaged /failed due to off-road use.
6. A tire that is damaged /failed due to snow chains or studs.
7. A tire that is damaged /failed due to rapid or irregular wear.
8. A tire that is damaged /failed due to wear from worn mechanical components on the vehicle.
9. Tires transferred from the vehicle on which they were originally installed.
10. Loss of time, inconvenience, loss of use of vehicle or consequential damage.
11. Any tires used on any emergency response vehicle.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply.

Adjustment procedures are described in the Owner’s General Obligation section.

Complete and sign a Hercules Limited Protection Policy Claim Form which is available at any authorized dealer or online at [www.herculestire.com](http://www.herculestire.com).

**IMPORTANT SAFETY NOTICE: IF THE TIRE OWNER ABUSES THE TIRES BY FAILING TO OBSERVE SAFETY WARNINGS AND TO MAINTAIN PROPER INFLATION PRESSURE, VEHICLE ALIGNMENT AND TIRE ROTATION, EXPECTED TIRE PERFORMANCE AND LIFE MAY NOT BE ACHIEVED, AND YOUR SAFETY CANNOT BE ENSURED.**

Hercules cares about your safety and your tires. Please drive responsibly and maintain your vehicle properly. Visit our website for important tire safety tips provided by the Rubber Manufacturers’ Association. We encourage every consumer to “Be Tire Smart, Play Your P.A.R.T.” by understanding and practicing the additional tire safety tips available online at [www.rma.org](http://www.rma.org).

To be eligible, you need to present your original tire sales invoice showing date of purchase, along with this Limited Protection Policy, with the Information Section completed. You are responsible for payment of all applicable taxes, demounting, mounting and

balancing charges set forth under this Coverage. You are also responsible for payment of local tire disposal fees and any parts or service regardless of mileage or months of service. This includes payment for tire rotation, alignment, towing, road service and valve stems and all applicable taxes.

Tires replaced on an adjustment basis become the property of the Company. You will be required to sign the Hercules Limited Protection Policy Claim Form.

## 30-DAY TRUST OUR RIDE TEST DRIVE PROGRAM

Select Hercules brand tires qualify for our 30-Day Trust Our Ride Test Drive Program. Eligible tires may be returned to the original place of purchase within 30 days to exchange them for a comparable set of Hercules brand tires (of equal or lesser value). If you elect to take advantage of the test drive, please see your Hercules Tires dealer to ensure that you follow the approved exchange process.

This free Trust Our Ride Test Drive Program is a supplement to the Limited Protection Policy that accompanied the tire purchase. The exclusions and limitations of the Limited Protection Policy apply to this program.

You will no longer be eligible for the 30-day exchange if the tires:

1. Are not installed on the original installation non-commercial vehicle.
2. Were not operated in normal highway use in the United States or Canada.
3. Exhibit damage from road hazards and punctures or repairs.
4. Exhibit damage from defective wheel or vehicle conditions.
5. Exhibit damage from negligence, abuse or improper inflation or load.

Please note that you will be responsible for payment of all applicable taxes, demounting, mounting and balancing charges.



## MILEAGE COVERAGE PLAN

If the tire wears down to the treadwear indicator bars (2/32") and the tire has not delivered the miles specified in the Coverage Plan, Hercules will provide a prorated adjustment based on actual mileage delivered. The cost of mounting, balancing and any other service charges including applicable taxes are excluded from reimbursement.

HERCULES	MILEAGE COVERAGE PLAN (Mile/KM)	ROAD HAZARD PROTECTION	30-DAY TEST DRIVE
<b>Performance</b>			
Raptis R-T5	45,000/75,000	YES	YES
H/P 4000	50,000/80,000	YES	NO
<b>Touring</b>			
Roadtour 855 SPE TR	85,000/135,000	YES	YES
Roadtour 855 SPE VR/HR	70,000/112,000	YES	YES
Roadtour 655 MRE TR	65,000/105,000	YES	YES
Roadtour 655 MRE VR/HR	55,000/90,000	YES	YES
Roadtour 455 TR	50,000/80,000	YES	YES
Roadtour 455 HR	45,000/75,000	YES	YES
Roadtour 455 SPORT VR	45,000/75,000	YES	YES
MRX Plus IV	40,000/65,000	YES	NO
<b>CUV/SUV/Light Truck</b>			
Terra Trac Cross-V (CUV/SUV)	70,000/112,000	YES	YES
Terra Trac Cross-V (LT)	65,000/105,000	YES	YES
Terra Trac HTS (SUV)	50,000/80,000	YES	NO
Terra Trac HTS (LT)	45,000/75,000	YES	NO
Terra Trac AT II	60,000/100,000	YES	YES
Terra Trac T/G Max	N/A	YES	YES
Terra Trac M/T	N/A	YES	YES
H-901 (LT sizes)	N/A	NO	NO
H-702 (LT sizes)	N/A	NO	NO
<b>Winter</b>			
Avalanche R G2	N/A	YES	NO
Avalanche X-Treme Passenger	N/A	YES	NO
Avalanche X-Treme SUV	N/A	YES	NO
Avalanche X-Treme Light Truck	N/A	YES	NO
<b>Specialty Applications</b>			
Power ST2 Radial Trailer	N/A	NO	NO
Bias Specialty Trailer (all)	N/A	NO	NO
H-901 (ST sizes)	N/A	NO	NO

## WHAT IS NOT COVERED BY THIS LIMITED PROTECTION POLICY

THE FOLLOWING ARE NOT COVERED:

- Hercules does not offer coverage or protection on any repaired or cosmetically blemished ("blem") tire.
- Improper operation or maintenance: This includes, but is not limited to, effects caused by:
  - a) Improper tire inflation and/or improper load/speed practices.
  - b) Improper or insufficient tire rotation.
- Any tire with premature or irregular wear caused by failing to follow the recommended tire rotation pattern and/or mileage intervals as delineated by this Limited Protection Policy.
- Wear due to improper vehicle alignment including but not limited to, uneven, cupping, irregular, spotty, and feathering wear.

• Damage due to:

- a) Rim irregularities or rim damage.
- b) Snow chains.
- c) Vehicle mechanical problems, including brake problems, and vehicle wheel alignment.
- d) Extreme temperature exposure.
- e) Negligent and abusive driving such as tire spinning, or racing.
- f) Improper tire storage.
- g) Automotive accident.
- h) Chemical corrosion or fire.
- i) Use contrary to the vehicle manufacturer's tire recommendations.
- j) Improper stud size and/or installation.
- k) Improper mounting or demounting.
- l) Alteration: such as, but not limited to, adding a white inlay on blackwall, tread regrooving, tire truing or siping, or adding sealant materials to the tire.
- m) Weather checking/cracking: not covered after 24 months from the date of purchase.

## HERCULES' OBLIGATIONS

Replacement of Eligible Tires will be made by any Hercules Tires authorized dealer or vehicle dealer authorized to handle Hercules brand tire adjustments ("Authorized Dealer"). Hercules will replace the tire pursuant to the terms of this Limited Protection Policy. Tires that are replaced under an adjustment basis under this Limited Protection Policy become the property of HERCULES.

## OWNER'S OBLIGATIONS

To make an eligible claim under this Limited Protection Policy, the owner must present a claim with the tire to an Authorized Dealer. For the nearest Authorized Dealer, consult a local directory, internet search engine, [www.herculestire.com](http://www.herculestire.com), or call 1-844-708-7291. Owner must present an original tire sales invoice indicating the date of purchase. Owner will be required to sign the Hercules Limited Protection Policy Claim Form. Owner is responsible for paying all applicable taxes set forth under this Limited Protection Policy. Owner is also responsible for paying local tire disposal fees and any parts or service regardless of mileage or months of service. This includes payment for tire rotation, alignment, towing, road service, valve stems and tire repair. Owner is responsible for maintaining proper tire air pressure and for proper maintenance of the tire. Under the Mileage Coverage Plan portion of this Limited Protection Policy owner must present a claim with the original customer copy of an up-to-date tire rotation schedule, which is printed in this Limited Protection Policy. Owner must rotate tires at least every 6,000 to 8,000 miles (10-13,000 kilometers) or sooner if uneven tread wear begins to appear.

## CONDITIONS AND EXCLUSIONS

The Limited Protection Policy described herein applies only to tires purchased in the United States or Canada. No representative, agent or employee of Hercules or its dealers has any authority to make any representation, promise, agreement or change to this Limited Protection Policy except as specifically stated herein. Tires purchased prior to six years before the date you present them for an adjustment under the terms of the protection policy are excluded.

### PASSENGER CAR TIRES

Hercules brand passenger car tires which become unserviceable because of the following conditions are excluded from Limited Protection Policy coverage and are not subject to adjustment: tires run flat, underinflated or overloaded (refer to information molded on tire sidewalls and vehicle manufacturer's recommended load tables), tires worn unevenly or rapidly due to misalignment, improper mounting or other mechanical irregularity, repairable punctures, tires misused or abused, vandalism, loss from fire, wreck or collision, tires used in other than normal passenger car service (normal passenger car service includes tires used in normal passenger car service by the original owner in the furtherance of his trade or business but excludes the use of the tire in truck, racing, off the highway service, campers, emergency response vehicles or on vehicles which are leased or for hire, including taxis, limousines or similar vehicles), tires concerning which recommended maintenance has not been performed by the user.

### LIGHT TRUCK TIRES

Hercules brand SUV/P-Metric/Light Truck tires removed from service because of the following conditions are excluded from this Limited Protection Policy coverage and are not subject to adjustment: cuts, snags, punctures, tires run flat or underinflated, tires worn unevenly or rapidly due to misalignment, improper mounting or other mechanical irregularity, tires misused or abused, vandalism, loss from fire, wreck or collision, tires used in other than normal service including improper load and inflation (refer to information molded on tire sidewalls and vehicle manufacturer's recommended load tables), tires concerning which recommended maintenance has not been performed by the user.

### SPECIALTY TRAILER TIRES

Hercules brand specialty trailer tires removed from service because of the following conditions are excluded from the Limited Protection Policy coverage and are not subject to adjustment: cuts, snags, punctures, tires run flat or underinflated, tires worn unevenly or rapidly due to misalignment, improper mounting or other mechanical irregularity, tires misused or abused, vandalism, loss from fire, wreck or collision, tires used in other than normal service including improper load and inflation (refer to information molded on tire sidewalls and trailer manufacturer's recommended load tables), tires concerning which recommended maintenance has not been performed by the user.

## USAGE OF PRODUCT

This Limited Protection Policy applies only to tires which are equivalent in size

and load range rating to the size and load range rating recommended by the manufacturer of the vehicle on which the tires are mounted and operated in accordance with the vehicle manufacturer's recommendations.

## GENERAL

All tire adjustments under this Limited Protection Policy are CONTINGENT upon:

- a. Completion of the Registration and Limited Protection Policy forms at the time of sale, and
- b. The subject tire not having been mounted on any other vehicle than on that on which it was first mounted.
- c. The claim being presented by the original purchaser of the subject tire.
- d. Copy of original invoice. You must also present personal identification (e.g., driver's license) and vehicle registration upon request and must make the vehicle on which the tires were mounted available for inspection.

No adjustment pursuant to this Limited Protection Policy shall in any way be determined or construed as an admission or indication on the part of Hercules or on any other party that any tire or tube adjusted or determined to be adjustable is in fact either defective in workmanship and/or material, or poor or merchantable quality or in any way unfit for the use for which it was intended, or serve to set a precedent for any further adjustment. This Limited Protection Policy specifically excludes and does not cover you for any loss of time, loss of use of the vehicle, or any incidental or consequential damages relating to the quality, condition or performance of the product. Some states and provinces do not allow the exclusion or limitation of incidental or consequential damages so the above exclusion may not apply to you.

HERCULES TIRE & RUBBER COMPANY RESERVES THE RIGHT TO THE FINAL INSPECTION DECISION FOR ALL RETURNED TIRES. THIS LIMITED PROTECTION POLICY MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. HERCULES EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SOME U.S. STATES AND/OR CANADIAN PROVINCES DO NOT ALLOW LIMITATIONS ON THE DURATION OF AN IMPLIED WARRANTY, SO THE ABOVE MAY NOT APPLY TO YOU. TO THE EXTENT PERMITTED BY LAW, HERCULES DISCLAIMS LIABILITY FOR ALL CONSEQUENTIAL AND INCIDENTAL DAMAGES. THE REMEDIES SET FORTH IN THIS LIMITED PROTECTION POLICY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF PROTECTION POLICY. SOME U.S. STATES AND/OR CANADIAN PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS LIMITED PROTECTION POLICY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM U.S. STATE TO STATE OR CANADIAN PROVINCE TO PROVINCE. THIS IS THE ONLY EXPRESSED PROTECTION POLICY MADE BY HERCULES. NO





HERCULES



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