



MECHANICAL WARRANTY POLICY

1. SCOPE AND DEFINITIONS

OTR Wheel Engineering, Inc., a Georgia corporation, or its applicable Affiliate (“OTR” or “Supplier”) warrants that the Products will be free from defects in design (if an OTR design) and materials under normal use, maintenance, service and handling for the applicable period noted below in Paragraph 2.0 (the “**Equipment Warranty Period**”). Supplier warrants that Services performed shall be free from defects in workmanship for a period of twelve (12) months from date of performance (the “**Services Warranty Period**”). This Mechanical Warranty Policy is incorporated into and forms part of the OTR Standard Terms and Conditions of Sale (the “**T&Cs**”). Capitalized words not defined herein shall have the meaning ascribed to them in the T&Cs.

“**End User**” the person who uses the Product.

“**Products**” means tires, wheels, assemblies, tubes, tracks, ballasts, and accessories as expressly agreed to be supplied by Supplier to Buyer under the applicable Contract.

“**Services**” means designing, manufacturing, assembling, and other services as expressly agreed to be rendered by Supplier to Buyer under the applicable Contract.

2. EQUIPMENT WARRANTY PERIODS

a. **Tires:** The Equipment Warranty Period for tires varies based on the type of product as outlined below:

i. **Non-Solid Tires:** The Equipment Warranty Period for standard tires, excluding solids (covered in 2.a.ii below), is twelve (12) months from date of sale by Buyer to the End User, or thirty-six (36) months from the manufacture date, whichever comes first.

ii. **Solid Tires:** The Equipment Warranty Period for solid tires branded SolidBoss is twenty-four (24) months from date of sale by Buyer to the End User, or forty-eight (48) months from manufacture date, whichever comes first.

b. **Wheels:** The Equipment Warranty Period for wheels varies based on the type and size, as outlined below:

i. **Steel Wheels, All Types not Otherwise Specified in 2.b.ii through 2.2.iv below:** Except for wheels designated for mining and earth moving applications which are covered in Section 2.b.ii, 2.b.iii and 2.b.iv, the Equipment Warranty Period for steel wheels is twelve (12) months from date of sale by the Buyer to the End User or thirty-six (36) months from the manufacture date, whichever comes first.

ii. **3 and 5-Piece Rims & Wheels, 25”-49” Diameter:** The Equipment Warranty Period for standard 3 and 5-piece steel wheels ranging from 25” to 49” in diameter—not demountable—is eighteen (18) months from the manufacture date or six thousand (6,000) hours of usage, whichever comes first.

- iii. **3 and 5-Piece Demountable Wheels:** The Equipment Warranty Period for standard 3 and 5-piece steel wheels ranging from 25” to 49” in diameter is twelve (12) months from manufacture date or 4,000 hours of usage, whichever comes first.
- iv. **5, 6 and 7-Piece Disc Wheels, 51”-63” Diameter:** The Equipment Warranty Period for standard 5, 6 and 7-piece steel wheels ranging from 51” to 63” in diameter—not demountable—is thirty-six (36) months from the manufacture date or fifteen thousand (15,000) hours of usage, whichever comes first.
- v. **5, 6 and 7-Piece Demountable Wheels:** The Equipment Warranty Period for standard 5, 6 and 7-piece demountable wheels from 51” to 63” in diameter is twenty-four (24) months from manufacture date or 10,000 hours of usage, whichever comes first.
- c. **Port Handling & Rail Yard Wheels:** The Equipment Warranty Period for standard wheels used in port material handling and rail yard applications (other than gantry cranes) for heavy-duty lift and reach trucks is (i) sixty (60) months from the in-service date the wheels were installed on the vehicle/machine, (ii) 10,000 hours of usage, or (iii) sixty-six (66) months from the manufacture date, whichever comes first. The Equipment Warranty period for standard wheels used on gantry cranes is thirty (30) months from the manufacture date or 10,000 hours of usage, whichever comes first.
- d. **Aluminum Crane Wheels:** The Equipment Warranty Period for standard aluminum wheels is twelve (12) months from date of sale by the Buyer or Buyer’s dealer to the End User, or twenty-four (24) months from the manufacture date, whichever comes first.
- e. **Other**
 - i. **Rubber Tracks:** The Equipment Warranty Period for standard rubber tracks is (i) one (1) year from date of sale by Buyer to the End User, (ii) 1,500 hours of usage, or (iii) two (2) years from the manufacture date, whichever comes first.
 - ii. **Accessories:** The Equipment Warranty Period for standard accessories is one (1) year from date of sale by Buyer to the End User, or two (2) years from the manufacture date, whichever comes first.
- f. **Consignment Inventories:** Warranty duration and coverage(s) for consignment inventory will be as documented in a separate Consignment Agreement.
- g. **Tubes:** Warranty duration and coverage for tubes is limited to the warranty duration and coverage provided by Trans American Rubber, OTR’s supplier.

3. WARRANTY REMEDY

Supplier undertakes, at its discretion and cost, to repair or replace defective Product or re-perform defective Services or issue a credit memo for the value of the defect Product or Services covered by the warranty, provided that Buyer has notified Supplier in writing of the defect promptly following discovery and within the applicable Warranty Period, and for defective Product has given Supplier the opportunity to examine and test the defective Product. For replacement of defective Product, Buyer shall carry out disassembly, reinstallation and shipping to Supplier, and Supplier shall be

responsible for return shipping to Buyer at the original delivery point. All Product replaced in connection with warranty replacements shall become the property of Supplier. Notwithstanding the foregoing, for solid tires branded SolidBoss, Buyer's sole and exclusive remedy for tire defects causing Abnormal Wear (defined below) is a pro-rated discount on Buyer's purchase of a replacement tire at the price originally paid to Supplier. The pro-rated discount is calculated on a straight-line basis with the discount being 100% for tires in service less than ninety (90) days and 0% for tires in service two (2) or more years. "**Abnormal Wear**" is calculated on a straight-line basis over a two (2) year period with the wear at the end of year two (2) being a 2mm tread depth (i.e. 2mm is considered a worn out tire).

4. DISCLAIMER

Supplier has limited or no control over the Buyer's use or installation of the Products. Further, due to the wide range of applications in scope affecting wheels, hubs, tires, assemblies, and systems, as well as variations in load capacities and speeds, Buyer must validate that Supplier's Product(s) are suitable for their intended use. The warranty shall not apply to, and Supplier shall not be liable for the following conditions:

- Failures due to overloading or use at speeds in excess of maximum recommended speed.
- Tires that are improperly inflated resulting in uneven and/or premature wear and failure, as well as wear resulting from mechanical irregularities or issues linked to the vehicle or machine.
- Use of Product(s) outside its intended application or subjected to extreme environments.
- Damage resulting from field and road hazards such as stubble, flying projectiles and debris that cuts or punctures tires; exposure to environmental conditions, chemicals and acids that are not addressed in the product's design specification; acts of God; accidents; naturally-occurring wheel corrosion; and factors flagged as "abuse".
- Products that were repaired, modified or used in any type of racing.
- Worn undercarriages, worn sprockets and idler wheels—for rubber tracks—causing wear or damage.
- Excess run-time on solid tires with inadequate cool-down period, as evidenced by heat-induced effects and failures.
- Defects, damages, losses or costs resulting from ordinary wear and tear, improper or incomplete handling of the vehicle or machine.

5. CONDITIONS

Notwithstanding anything else to the contrary contained herein, the warranty provided by Supplier hereunder is contingent upon the following (to the extent applicable):

- Buyer's use of wheels in compliance with Tire & Rim Association (TRA) standards for smooth floor and runway service, operating with a nominal maximum cold tire pressure of 1000 kPa or 10-bar.
- Buyer following the process for returns documented in Paragraph 7.0 below.
- For Warranty Periods tied to the sale by Buyer to an End User, Buyer providing proof of sale date to the End User.
- For Warranty Periods tied to usage, Buyer providing documentation of hours in use.
- For rubber tracks, all claims must include maintenance records confirming that sprockets and idler wheels were adequately maintained and not shown to be the cause of a failure; pictures showing track's suspected defect(s); the date code, serial number and part number.

6. EXCLUSIONS; LIMITATIONS OF LIABILITY

THE EXPRESS WARRANTIES AND WARRANTY REMEDIES PROVIDED IN THIS WARRANTY POLICY ARE THE SOLE AND EXCLUSIVE WARRANTIES AND WARRANTY REMEDIES PROVIDED BY SUPPLIER TO BUYER. ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, ARE HEREBY WAIVED AND DISCLAIMED. SUPPLIER WILL IN NO EVENT BE RESPONSIBLE FOR COSTS RESULTING FROM MACHINE REPAIRS, DOWNTIME, LOSS OF REVENUE, PUNITIVE DAMAGE, CONSEQUENTIAL DAMAGE OR COLLATERAL DAMAGE. The warranty provided by Supplier hereunder ONLY applies to the Buyer, NOT Buyer's customer. However, Supplier's expectation is that Buyer shall extend Supplier's warranty to their customer and represent Supplier accordingly, and in a positive manner.

7. HOW TO FILE A CLAIM

- For **Canada**: Email request to customercare@otrwheel.com
- For **China**: Email requests to sales.china@otrwheel.com.
- For **Sri Lanka**: Email requests to sales.lanka@otrwheel.com or call +94-11759-5912.
- For **Thailand**: Email requests to sales.thailand@otrwheel.com or call +66 (0)38-190-584.
- For **USA**: Email request to customercare@otrwheel.com or call 800-833-6309.
- For **ALL**: Fill out the claim form and provide documentation. Once submitted, reviewed and approved, Supplier shall issue a Returned Materials Authorization (RMA) number. Following is information required to process the claim:
 - Problem description, with picture showing issue(s) suspected with product(s), referencing RMA number.
 - Date of installation on vehicle/machine by dealer, or hours on machine from maintenance records, or proof of purchase by OEM, whichever is applicable. For hours in use, provide a picture of the hour meter reading on the vehicle/machine.
 - Application machine is being used on, with picture(s), with picture of serial number on product (e.g. tire or wheel).
 - Buyer is responsible for shipping suspect product(s) to the Supplier facility where it was purchased, unless otherwise arranged. In the event a shipment is damaged or lost in transit, Buyer must address and resolve the issue with their carrier. If the Product(s) are deemed defective, Supplier will ship the replacement(s) at its expense, using Supplier's carrier of choice.
- Supplier will take commercially reasonable measures to approve or reject a warranty claim within fifteen (15) days from receipt of the claim and Product. Turnaround time is based on availability and transit time. If a claim is approved but Products are not shipped to Supplier within 60 days, Supplier will archive the claim with no further action required by Supplier.
- For Product claims not covered by the Warranty or deemed to be non-defective, Supplier will either (i) return the Product to Buyer at Buyer's expense, (ii) scrap the Product, or (iii) recondition the Product (if possible), at Buyer's election and cost.

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