



LIMITED WARRANTY

NIGHTHAWK DURA-FLEX® SOLID TIRES

NIGHTHAWK DURA-FLEX® solid tires are warranted against defects in materials and workmanship under normal use for five years after the date of purchase (as documented in the original invoice), subject to and in accordance with the terms of this LIMITED WARRANTY. This LIMITED WARRANTY is extended only to the original purchaser of the NIGHTHAWK DURA-FLEX® solid tire. If any NIGHTHAWK DURA-FLEX® solid tire has failed as a result of a defect in material or workmanship during the warranty period, as reasonably determined by Nighthawk Machinery LLC (“**Nighthawk**”), Nighthawk will provide a partial credit toward the purchase of a replacement NIGHTHAWK DURA-FLEX® solid tire, which will be calculated by multiplying the original purchase price of the tire by the percentage of usable tread that has been worn from the tire, as reasonably determined by Nighthawk.

LIMITS AND EXCLUSIONS: This LIMITED WARRANTY only covers failure due to defects in materials or workmanship that render the NIGHTHAWK DURA-FLEX® solid tire unusable. This LIMITED WARRANTY does not cover: tires no longer owned by the original purchaser; claims outside the warranty period set forth above; failure resulting from abuse, misuse, negligence, alteration, accident, road hazard, overload, mismatching of tires, misapplication, or improper maintenance; cosmetic defects such as surface cracks, splits and other superficial distress that may impact tire appearance but does not render the tire unusable or significantly diminish overall life; or usage in high damage environments such as, but not limited to, demolition, concrete breaking, rock quarries, scrap yards, and other high cut environments. This LIMITED WARRANTY does not cover any labor, removal, reinstallation or transportation costs.

LEGAL RIGHTS: THIS LIMITED WARRANTY IS IN LIEU OF ANY OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NIGHTHAWK’S LIABILITY AND PURCHASER’S SOLE REMEDY, WHETHER IN CONTRACT, UNDER ANY WARRANTY, IN TORT (INCLUDING NEGLIGENCE), IN STRICT LIABILITY OR OTHERWISE SHALL BE LIMITED TO A CREDIT, ON A PROPORTIONAL BASIS, AS SET FORTH ABOVE. UNDER NO CIRCUMSTANCES SHALL NIGHTHAWK BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PROPERTY DAMAGE, DAMAGE OR LOSS OF EQUIPMENT, LOST PROFITS OR REVENUE, COSTS OF RENTING REPLACEMENTS AND OTHER ADDITIONAL EXPENSES, EVEN IF NIGHTHAWK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT THE ABOVE LIMITATIONS OR EXCLUSIONS ARE NOT APPLICABLE, NIGHTHAWK’S LIABILITY AND PURCHASER’S EXCLUSIVE REMEDY WILL BE LIMITED TO PAYMENT BY NIGHTHAWK OF ACTUAL DAMAGES NOT TO EXCEED THE AMOUNT PAID FOR THE TIRE. IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION (CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS) IS EXCLUDED IN ITS ENTIRETY. Certain jurisdictions do not allow the limitation or exclusion of incidental or consequential damages, or limitation on how long an implied warranty lasts or length of time within which you may bring action, so the above limitations or exclusions may not apply to you. This LIMITED WARRANTY gives you specific legal rights, and you may also have other rights that vary from one jurisdiction to another. No person, agent, distributor, dealer or company is authorized to change, modify or extend the terms of this LIMITED WARRANTY in any manner whatsoever. The time within which an action must be commenced to enforce any obligation of Nighthawk arising under this LIMITED WARRANTY or under any statute or law is hereby limited to one year from the date you discover or should have discovered the defect. This limitation does not apply to implied warranties arising under the law.