

LIMITED WARRANTY

Nighthawk Dura-Flex™ tires are warranted against defects in workmanship and material for the original usable tread, limited to five years from the date of manufacture.

If Nighthawk Machinery reasonably determines that any Nighthawk Dura-Flex™ tire has failed as a result of a defect in workmanship or material, Nighthawk Machinery will replace the tire and the end-user shall be responsible for a reasonable charge for tread wear, 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 Machinery. Costs for freight, mounting and other charges or applicable taxes shall be the sole responsibility the end-user.

Nighthawk Machinery shall not be responsible for the following: used tires or tires purchased as seconds or mark downs; tires damaged by field or road hazards including, without limitation, cuts, punctures, impact breaks and stubble damage; failures due to improper mounting; failures due to overloading; uneven or rapid wear due to mechanical irregularity of the vehicle; damage resulting from fire, accidents, chemical corrosion or vandalism; weather cracking or ozone damage; tires that have been used in applications other than the application for which the tires are designed; and incidental or consequential damages of the end-user.

THE OBLIGATION OF NIGHTHAWK MACHINERY TO REPLACE ANY TIRE THAT HAS FAILED AS A RESULT OF A DEFECT IN WORKMANSHIP OR MATERIAL SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF THE END-USER FOR THE BREACH OF THE WARRANTIES SET FORTH ABOVE. NIGHTHAWK MACHINERY HEREBY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WHICH EXTEND BEYOND THE WARRANTIES SET FORTH ABOVE INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE END-USER ACKNOWLEDGES THAT PRODUCT INFORMATION PUBLISHED BY NIGHTHAWK MACHINERY DOES NOT CONSTITUTE A WARRANTY OF PERFORMANCE OR QUALITY.

Claim Procedure:

1. All warranty claims must be submitted to Nighthawk Machinery in writing within thirty days of the date of failure. Warranty claims submitted after such period are subject to denial by Nighthawk Machinery in its sole and absolute discretion.
2. The outside diameter and service hours of the tire and photos showing the damaged area of the tire and a complete view of the tire must be provided. Failure to provide this information will delay processing of the warranty claim.
3. Upon request by Nighthawk Machinery, the end-user must return the tire to Nighthawk Machinery. In such event, Nighthawk Machinery will provide a returned goods authorization number and shipping instructions. Any tire subject to a returned goods authorization must be received by Nighthawk Machinery within thirty days.
4. Nighthawk Machinery will accept or deny the warranty claim within thirty days of receipt of the warranty claim or, in the event Nighthawk Machinery requests that the tire be returned, within thirty days of receipt of the returned tire by Nighthawk Machinery.