

## Terms of Liability for Nokian-branded tyres

1 January, 2013

These Terms of Liability cover raw material and manufacture defects in Nokian-branded tyres made by or for Nokian Tyres plc or another company belonging to the Nokian Tyres Group. The liability remains effective for five (5) years after the manufacture of the tyre and it is valid in countries where the tyres are sold in retail, excluding the United States, Canada, and Great Britain. If a raw material or manufacture defect is detected in the tyre in the manufacturer's inspection, the defective tyre's calculated remaining value shall be reimbursed according to these Terms of Liability.

**According to Nokian Tyres plc's Terms of Liability, the manufacturer's liability does not concern the following cases:**

- a) wear caused by normal use;
- b) improper use against the given instructions;
- c) use in car racing or other such exceptional conditions
- d) improper mounting on rim;
- e) improper storage of the tyre by a party other than Nokian Tyres plc;
- f) improper studding implemented by a party other than Nokian Tyres plc or its authorised contractor;
- g) alterations or repairs of the tyre conducted by a party other than Nokian Tyres plc or its authorised contractor;
- h) damage due to reasons beyond the scope of Nokian Tyres plc, such as transport or installation;
- i) damage caused by chains or other such accessories;
- j) incorrect or incomplete information given to the customer or instructions not confirmed or approved by Nokian Tyres plc;
- k) lower quality rate indicated in conjunction with the tyres' quality classification and compensated in the form of a lower price (DA tyres)\*.

Notwithstanding the above-stated clauses about the validity of Nokian Tyres plc's liability, these Terms of Liability apply only as long as the defective tyre's groove depth fulfils the statutory requirements of the country of sales. If the tyre's groove depth does not meet the country-specific requirements, Nokian Tyres plc's Terms of Liability shall not be applied and Nokian Tyres plc's liability as stipulated in these Terms shall not be valid even during the above specified five-year liability period.

In order for Nokian Tyres plc's liability to apply, the customer must notify Nokian Tyres plc's authorised tyre dealer\*\* of the defect within two (2) months\*\*\* after detecting the or after the moment when the defect should have been detected.

The customer must immediately return the defective tyre to the authorised dealer. Nokian Tyres plc shall pay any normal costs arising from the return, if Nokian Tyres plc later states that the tyre is defective as outlined in these Terms. If the tyre is not found to be defective, Nokian Tyres plc shall charge the return costs from the customer. Nokian Tyres plc or its retail dealer shall provide the customer with separate instructions indicating where and how the tyre is to be sent for inspection. Tyres that are found to be defective will not be sent back, and the compensation paid shall constitute the due reimbursement for the defective tyre.

If Nokian Tyres plc's inspection reveals a raw material or manufacture defect in the tyre, its remaining value, calculated on the basis of the remaining groove depth, shall be compensated. The remaining value of the tyre is calculated on the basis of the remaining groove depth and the minimum groove depth stipulated in the legislation of the country of sale, and according to the market price of the tyre model, size, and type in question at the moment closest to the point of return.

Nokian Tyres plc shall not pay any mounting or balancing costs of tyres found to be defective, unless this is required by local mandatory law.

Nokian Tyres plc's liability also concerns studding defects with regard to studding carried out by Nokian Tyres plc or its approved contractor in line with the given instructions.

Nokian Tyres plc does not assume responsibility for any damage, and these Terms of Liability shall not apply, in cases of force majeure or other issues beyond Nokian Tyres plc's scope of influence. Such issues include, for example, war, riots, fire, industrial action, government interventions, natural disasters, interruptions in public transportation, and shortage of energy or raw material supply. If any of the above-specified conditions prevails, Nokian Tyres plc shall be fully released from its liability under these Terms of Liability until the force majeure in question has ceased to exist.

Nokian Tyres plc's liability is limited to the above-stated, and it is only valid as stipulated in these Terms of Liability. Nokian Tyres plc shall not under any circumstances be held liable for any indirect or incidental damage, loss of business or other profits or any other financial damage, nor for any damage caused by the inability to use the tyre.

These Terms of Liability are only valid in the country of retail sale\*\* where the tyre covered by these Terms of Liability was purchased, provided that Nokian Tyres plc has originally intended the tyre to be sold in the country in question.

These Terms of Liability are governed and construed by the laws of Finland.

### **Explanations:**

\*)

DA = Defective appearance

\*\*)

<http://www.nokiantyres.com/dealers>

\*\*\*)

The 2-month period of notice only applies to EU member states; elsewhere the period is 14 days.