

POWER KING TOWMAX STR LIMITED WARRANTY

ELIGIBILITY

You are eligible for the benefits of this limited warranty if you are the original purchaser of new Power King Towmax® trailer tires that have been continuously installed on the trailer on which they were originally installed and no warranty exclusion or exception applies. Your sales receipt is your proof of purchase and identifies the vehicle upon the tires were originally installed.

WHAT IS WARRANTED AND FOR HOW LONG

Your Power King Towmax trailer tires are warranted against failures due to defects in workmanship and materials and are eligible for warranty replacement if presented for replacement within five (5) years from the date of manufacture (date information is found in the DOT code located on the tire's sidewall) or four (4) years from the date of purchase, which ever first occurs, and there is a minimum of 3/32nds of an inch of tread depth remaining on the tire presented. Once the useable tread of a Power King Towmax tire has been exhausted, the coverage and benefits of this limited warranty for defects in material and workmanship will terminate.

A Power King Towmax tire will be replaced with a new Power King Towmax or comparable tire marketed by TBC Corporation without charge for the tire, mounting, and balancing if the tire fails due to a defect in workmanship or materials during the first 2/32nds of tread wear. However, if your tire fails due to a defect in workmanship or materials after the applicable no-charge replacement period, you will be entitled to a prorated allowance applicable to the purchase price of a comparable new Power King Towmax or other comparable tire brand marketed by TBC Corporation. This replacement tire allowance will be prorated based on the amount of tire use after it was purchased. This use is calculated by dividing the number of 32nds of useable tread remaining when the tire is presented for warranty replacement by the total number of 32nds of an inch of useable tread on new tire. The purchaser will also be responsible for the cost of mounting, balancing and tax on the prorated amount.

A tire's "Useable Tread" is the original tread groove depth down to the tread wear safety indicator bars that are molded into the tire groove. The tread wear indicators are reached when only 2/32nds of an inch of tire tread remains. A tire has delivered its full "Useable Tread Life" when its tread has become worn down to any of its tread wear indicators at 2/32" (1.6 millimeters) of tread remaining. Tires become unsafe for use and must be replaced to avoid accident or injury when the tread depth remaining is 2/32" or less.

If you experience "Ride Disturbance" during the first 2/32nds of an inch of useable tread wear of the Power King Towmax tire you purchased, we will replace the tire causing the Ride

Disturbance with a new Power King Towmax or comparable tire without charge for the replacement tire, mounting or balancing. "Ride Disturbance" occurs when a tire does not deliver a satisfactory ride or displays an unsatisfactory road handling characteristic that is attributable solely to the tire. Ride Disturbance may be caused by many other mechanical issues, including improper alignment and failing shock absorbers and brakes. Normally, Ride Disturbance should not be present when tires are properly mounted and balanced, and never occurs on all four tires. Therefore, a Ride Disturbance Warranty will not apply to all four tires. Ride Disturbance warranty claims will not be honored after the first 2/32nds of an inch of Useable Tread wear has occurred.

DEFINITION OF A COMPARABLE TIRE

A "comparable" tire will be supplied if a matching new Power King Towmax tire is out of production or is unavailable when the tire is presented for warranty replacement. In which case, the warranty replacement tire may be substituted and will be a tire of equal price, quality and construction. A comparable tire may also have a different sidewall or tread configuration. If the purchaser requests a higher-priced replacement tire instead, the purchaser must pay the price difference for the "upgrade" after the appropriate prorated allowance has been deducted.

COMPUTING TREADWEAR

Remaining useful tire tread life is computed as a percentage of the original tire's usable tread depth. The original usable tread does not include the last 2/32nd inch of tread depth because it is not usable for safety reasons. Because tires do not always wear evenly, tread depth may vary depending where on the tire's tread depth is measured. The lowest depth on the tire is used to determine the remaining tread life for purposes of warranty replacement.

WARRANTY EXCLUSIONS AND LIMITATIONS

The exclusions and limitations on the applicability of this limited warranty set forth in this section and other sections should be read carefully because they may determine whether you are entitled to a warranty replacement or a warranty replacement allowance. The limited warranties provided the Power King Towmax tire you purchased do not apply after its useable tread life has ended or the tire failed because of any one of the following:

- tires installed on a trailer registered or normally used outside the United States and Canada
- the tire was transferred to another vehicle after it was originally installed
- the tire is branded as "Blemish" or "NA" or the molded DOT number has been removed or disfigured
- the tire was repaired only with a self-vulcanizing plug, improper section repairs or in a manner that does not comply with Rubber Manufacturers Association standards
- tire failures caused by road hazard, potholes, or collision damage
- vandalism, theft, off-road use, long-term improper storage or other abuse
- improper mounting procedures or applications
- over and under inflation, overloading, or failure to maintain proper tire pressure

- addition of liquids, solids or gases (other than air, nitrogen, carbon dioxide) such as sealers or balancing materials
- ozone or weather cracks or checking occurring four (4) years after the date of purchase or, if that proof is not available, four (4) years after the DOT serial date
- mechanical failures, improper alignment, or brake and shock failure
- · the wheel on which the tire is mounted is defective or fails
- tires with "irregular treadwear" (which is defined as a tread groove depth difference of 2/32nds of an inch or more on the same tire)

YOUR LEGAL RIGHTS VARY FROM STATE TO STATE. TO THE EXTENT PERMITTED BY THE LAWS OF YOUR STATE, THIS WARRANTY DOES NOT COVER AND EXPRESSLY EXCLUDES ANY COVERAGE FOR PERSONAL INJURY, PROPERTY DAMAGE, LOSS OF TIME, INCONVENIENCE, LOSS OF USE OF YOUR VEHICLE OR TIRE, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES. NO EXPRESS WARRANTY IS GIVEN OTHER THAN THOSE EXPRESSLY STATED IN THIS LIMITED WARRANTY BOOKLET. ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, IS LIMITED IN DURATION AND EXPIRE WHEN THE TIRE'S USEABLE TREAD IS EXHAUSTED AS SPECIFIED IN THIS LIMITED WARRANTY. NO **IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE** OR OTHERWISE, IS GIVEN ON TIRES USED ON COMMERCIAL VEHICLES OR FOR COMMERCIAL USE VEHICLES. THIS IS THE ONLY WARRANTY THAT APPLIES TO THE TOWMAX STR TIRES PURCHASED BY YOU AND SUPERSEDES AND REPLACES THE TERMS OF ANY PREVIOUS WARRANTY. TBC CORPORATION NEITHER ASSUMES NOR EXTENDS, NOR AUTHORIZES ANY OTHER PERSON OR ENTITY TO ASSUME OR EXTEND ON ITS BEHALF, ANY OTHER OR DIFFERENT WARRANTY OBLIGATION.

This limited warranty is the entire warranty given by TBC Corporation – TBC Corporation's complete obligation is set forth herein. No one has the authority to imply, suggest, agree, represent, warranty or promise anything contrary to the terms of this Limited Warranty.

WHERE YOUR POWER KING TOWMAX WARRANTY WILL BE HONORED

This warranty will be honored by any Power King Towmax Authorized Tire Dealer in the U.S.A. or Canada. <u>Please call 1-800-264-5252</u> or visit our website at <u>www.Towmaxtire.com</u> for additional information about dealers in your area.

PURCHASER OBLIGATIONS

To make a claim under this Limited Warranty, you must present the warranted tire to a Power King Towmax Authorized Tire Dealer for adjustment along with the following items: proof of purchase showing that you purchased tire and the trailer on which the tire was originally installed. Your original invoice when you purchase the tire should contain this information. You are responsible for payment for any extra products, services, or upgrades that you request that are not covered by the limited warranty.

NOTE: This warranty gives you specific rights, which vary from state to state. Some states do

not allow the exclusion or limitation of incidental or consequential damage or how long an implied warranty lasts, so certain limitations or exclusion may not apply to you.

IMPORTANT SAFETY INFORMATION

Any tire, no matter how well constructed, may fail due to improper installation, maintenance or service, creating the risk of property damage and/or serious or fatal injury. For your safety, comply with the following:

• ONLY PROFESSIONALLY TRAINED PERSONNEL SHOULD MOUNT AND BALANCE TIRES.

• Property damage and serious or fatal injury can also result from improper tire mounting and inflation procedures which can cause the tire beads to break with explosive force during installation of the tire on the wheel rim. This can also occur when tire size is not properly match to the wheel's rim. Serious injury or damage can also occur if wheel rim and tire bead are not properly lubricated prior to installation or maximum tire pressure is exceeded when seating the tire bead on the rim.

- Never drive on tires that have less than 2/32nds of an inch of tread remaining; replace tires as soon as the tread reaches the tread wear indicators molded into the tread grooves of the tire which reveal when the tread depth remaining is 2/32nds of an inch.
- Proper tire inflation is essential. Under-inflation produces flexing of sidewalls and builds up heat to the point that premature tire failure may occur. Over-inflation can cause the tire to be more susceptible to impact damage, but Do Not reduce pressure when tires are hot.
- Check air pressure at least monthly when tires are "cold" a "cold" tire is one which has been stationary for a minimum of 2 hours or driven less than 2 miles. Use an accurate tire air pressure gauge.
- Never overload the tires. The maximum load capacity and maximum inflation pressure are molded into the sidewall of your tire. Overloading a tire will result in the build up of excessive heat which can lead to early tire failure. Overloading a tire will render a tire ineligible for warranty.
- Avoid damaging objects (potholes, glass, rocks, curbs, etc.), which may cause internal tire damage. Continued use of a tire that has suffered internal damage (which may not be visible externally) can lead to serious/dangerous tire failure.
- Inspection and the determination of the internal damage to a tire requires dismounting of the tire from the wheel and examination all of which should be done <u>only</u> by a tire professional.
- Excessive speeds create heat buildup in a tire, leading to possible tire failure. "Excessive speed" is a speed that does not take into consideration the weight

of the load/and or the condition of the road you are traveling on. Never travel above the legal posted limit and slow down to a proper speed accordingly.

• Properly load and distribute the weight of the load in your trailer. Improper weight distribution can have adverse affects on the safety of the trailer and the performance of the tires.

PREMIUM ST RADIAL

TOYMAX STR

TRAILER TIRES

24-HOUR TIRE ROADSIDE ASSISTANCE PROGRAM





TOWMAX STR 24-HOUR Tire Roadside Assistance

Emergency Roadside Assistance is available 24-hours a day, 365 days a year, anywhere in the U.S. or Canada on the tires you have just purchased. This service is valid for two years from the date of purchase.

Tire Protection Plus consists of emergency road service dispatched to change a customer's tire with the customer's inflated spare. Only the vehicle for which the tire(s) was purchased is covered under this program. Service is performed on a "sign & drive" basis, whereby the customer is not charged for approved service up to a maximum benefit amount of \$60.00 dollars USD per event. Service charges over the maximum benefit amount are the sole responsibility of the customer and shall be paid directly to the service provider at the time of service. Service is for trailers only with tires not exceeding ten (10) ply or load range "E" ratings and commercial vehicles. Theft, vandalism and accident related incidents are not covered. Service may not be available in areas where state/provincial providers are exclusively utilized.

Any additional services requested will be available at the customers's sole responsibility and cost. Service may not be available in areas where state providers are exclusively utilized.

The national average time per response for service normally does not exceed forty-five (45) minutes, however, there are service calls that exceed that time due to distance and circumstance.

YOU MUST PRESENT THIS CARD TO THE SERVICE PROVIDER WHEN THEY ARRIVE.

To receive 24-hour Tire Roadside Assistance, you must call the toll-free number listed below. Please have your account number, date of purchase and your location available.



Date of purchase: