



## Exhibit A

### TIRE RACK 24-MONTH TIRE ROAD HAZARD PROTECTION

**THIS ROAD HAZARD PROTECTION IS PROVIDED WITH YOUR ELIGIBLE TIRE PURCHASE AT NO ADDITIONAL CHARGE. IN ORDER TO EXPEDITE THE CUSTOMER SERVICE PROCESS, PLEASE RETAIN AND PRESENT YOUR ORIGINAL PURCHASE INVOICE IMPRINTED WITH THE ROAD HAZARD REGISTRATION NUMBERS WHEN REQUESTING ANY SERVICE UNDER THIS ROAD HAZARD PROTECTION.**

**TO SUBMIT A CLAIM, YOU MUST PRESENT YOUR ORIGINAL INVOICE SHOWING THE PURCHASE OF THE TIRE**

**WHAT TIRES ARE ELIGIBLE?** The benefits of this Protection are available only for the tires (i) purchased by you, the Customer, from Tire Rack, (ii) that are listed clearly on the original purchase invoice ("**Original Invoice**") for the tires, and (iii) for which a unique road hazard registration number for each covered tire is imprinted on your Original Invoice ("**Eligible Tires**"). This Protection is limited to the repair or replacement of Eligible Tires damaged by a road hazard as described below.

**PROTECTION BENEFIT PERIOD:** This Protection covers Eligible Tires for a term of 24 months from the date on your Original Invoice for the tires, or until any part of the tire tread that comes in contact with the road has a tread depth of 2/32" or less, whichever occurs first ("**Benefit Period**"). When an Eligible Tire is replaced, the Protection Benefits for that Eligible Tire end.

**WHAT IS ROAD HAZARD DAMAGE?** Road hazard damage occurs when a tire fails as a result of a puncture, bruise, or impact break incurred during the course of normal driving on a road maintained by state or local authority. Nails, glass and potholes are the most common examples of road hazards.

**WHAT ARE THE BENEFITS?** If an Eligible Tire is damaged due to a covered road hazard during the Benefit Period, this Protection provides reimbursement as defined below for (i) flat tire repair up to \$25.00 per tire per occurrence, and/or (ii) tire replacement up to the tire purchase price on your Original Invoice or the replacement tire price, whichever is less ("**Benefit Limit**").

#### **WHAT ARE THE LIMITATIONS?**

- You must purchase the replacement tire and/or pay for the repair. You will be reimbursed for the repair or replacement as determined by the Administrator pursuant to the Flat Tire Repair and Tire Replacement Terms below, once all required documentation has been submitted and approved.
- Under no circumstances will the eligible reimbursement amount exceed the Benefit Limit.
- The Administrator reserves the right to limit reimbursement to the generally accepted retail replacement costs.
- If you do not follow the Administrator's instructions, your claim may not be eligible for reimbursement.
- This Protection is only available in the United States. It is not available in US territories, APO/FPO, Canada, or Mexico.

**WHERE YOU CAN OBTAIN SERVICE:** You may take your vehicle to any tire service facility. If you are unable to locate a tire service facility, contact the Administrator at 1-855-623-0468 during normal business hours for assistance.

**FLAT TIRE REPAIR:** If an Eligible Tire is damaged due to a covered road hazard during the Benefit Period and can be safely repaired per industry standards and guidelines, the tire may be repaired at any tire service facility. **Reimbursement is strictly limited to the cost to repair your tire and may not exceed \$25.00 per tire per occurrence.** You are responsible for any additional charges including but not limited to mounting, balancing, taxes, and miscellaneous fees. The Protection will remain in effect for the repaired tire for the remainder of the Benefit Period. Eligible Tires for Porsches, BMWs, Nissan GT-Rs, and any other vehicles the manufacturer of which recommends against repairing tires, and all Continental-brand and General-brand Eligible Tires, have primary replacement coverage (see Tire Replacement section below) and need not be repaired when damaged due to a covered road hazard during the Benefit Period.

**TIRE REPLACEMENT:** If an Eligible Tire is damaged due to a covered road hazard during the Benefit Period and cannot be safely repaired per industry standards and guidelines, it should be replaced with an exact make/model of tire if available. If not available, a comparable quality tire should be installed. **Reimbursement is strictly limited to the cost to replace your tire and may not exceed the Benefit Limit.** You are responsible for any additional charges including, but not limited to, mounting, balancing, taxes and miscellaneous fees.



**YOUR RESPONSIBILITIES:**

1. Properly care for and maintain your tires, including ensuring tires are operated at proper inflation pressures.
2. Use all reasonable means to protect your tires from additional damage.
3. Contact the Administrator at 1-855-623-0468 for prior authorization and a claim number before replacing a damaged tire.
4. Furnish such information as may be required.
5. Payment of all expenses and costs incurred when repairing or replacing an Eligible Tire and submission of claim for reimbursement to the Administrator.

**WHAT YOU MUST DO TO MAKE A CLAIM WHEN AN ELIGIBLE TIRE IS DAMAGED:**

1. If you have a tire that has been damaged due to a road hazard as defined above, go to a tire service facility to have your tire examined. If you are unable to locate a tire service facility, contact the Administrator at 1-855-623-0468 (toll free) for assistance.
2. If the tire service facility determines that your tire is repairable, the tire service facility does not need to contact the Administrator for approval to repair the tire. Have the tire repaired, and submit the required paperwork to the Administrator to receive reimbursement.
3. If the tire service facility determines that the tire is not repairable, the tire service facility must contact the Administrator at 1-855-623-0468 (toll free) for prior authorization before replacing the tire. The Administrator will give you a claim reference number. You must obtain prior authorization and a claim reference number to replace the unserviceable tire or your claim may not be eligible for reimbursement.
4. The Administrator will initiate your claim and verify Protection eligibility, review the damage to your tire with the tire service facility, pre-authorize your tire replacement, provide the eligible reimbursement amount, and will then connect you to a Tire Rack representative so that you can make arrangements to purchase a replacement tire.
5. You must purchase the replacement tire or pay for the repair. You will be reimbursed for the repair and/or replacement as determined by the Administrator pursuant to the Flat Tire Repair and/or Tire Replacement Terms, once all required documentation has been submitted and approved.
6. You must sign the repair or replacement invoice (not required when you purchase the replacement tire from Tire Rack).
7. If you purchase the replacement tire from Tire Rack, once the replacement tire is shipped contact the Administrator at 1-855-623-0468 and provide the order number for your new tire. The Administrator will verify your purchase electronically and complete the processing of your claim. If you complete this step 7, the document submission in steps 8 and 9 are not required.
8. If you do not purchase the replacement tire from Tire Rack, you must submit a copy of your Original Invoice showing the purchase of the tires, and a copy of your signed repair or replacement invoice to the Administrator. Visit <https://trrclaims.nationsafedrivers.com>. Log in and provide the requested information.
9. If you do not purchase the replacement tire from Tire Rack, the replacement invoice must include: (i) the name and address of the tire servicing facility from which you purchase the replacement tire, (ii) your full name and address, (iii) your vehicle year, make and model, and (iv) the brand, type, size, and purchase price of the replacement tire.
10. The damaged tire must be made available for inspection if requested by the Administrator.
11. If a tire needs to be replaced and authorization cannot be obtained because the damage has occurred outside of the Administrator's normal business hours, you may elect to wait for authorization or proceed with a tire replacement. In order to be eligible for reimbursement: (1) if replaced, the damaged tire must be retained, AND (2) the Administrator must be contacted at 1-855-623-0468 within 2 business days. There is no guaranteed eligibility.
12. **All claim documentation, including the tire(s) if requested, must be submitted within 60 days of service in order for your claim to be considered for reimbursement.**

**EXCLUSIONS: THIS PROTECTION WILL NOT PAY OR REIMBURSE FOR:**

1. Failures to tires occurring when any part of the tire tread that comes in contact with the road has a tread depth of 2/32" (1.6mm) or less.
2. Replacements made without the Administrator's prior authorization except as provided in step 11 above.
3. Repairs or replacements made by anyone other than a licensed tire service provider, its agents, contractors or licensees.
4. Any invoice presented for payment of services not performed as described at the time of authorization.
5. Damage incurred outside the United States.
6. Repair or replacement of tires that are (i) not purchased by you, the Customer, from Tire Rack, (ii) not listed clearly on the Original Invoice, and (iii) for which a unique road hazard registration number for each covered tire is not imprinted on your Original Invoice.
7. Repair or replacement of a tire due to manufacturer recall, defect or warranty (other than a road hazard warranty) for which the manufacturer will repair or replace the tire at its expense or at a reduced cost.



8. Cosmetic damage to any tire. Cosmetic damage is described as damage that does not affect the structural integrity of the tire.
9. Competition tires, LT Metric tires, LT Flotation tires, or trailer tires.
10. Any loss, damage or expense caused by accidents, collision, theft, larceny, snow chains, explosion, lightning, earthquakes, fire, windstorms, hurricanes, water, floods, malicious mischief, vandalism, civil commotion, riots, war, or similar occurrence.
11. Any damage due to misuse, abuse, negligence, improper application, improper towing, improper balancing or alignment, improper inflation, brake lock up, wheel spinning, torque snags, or similar action.
12. Any loss, damage or expense as a result of off-road use (off-road use is described as driving on anything that is not a paved or gravel road maintained by the state or local authority).
13. Damage caused by mechanical failures (e.g., failed shocks, struts, alignment, balancing, or similar failure) or interference with vehicle components (e.g., fenders, exhaust, springs, or similar component).
14. Damage to tires either in the sidewall or tread area due to dry rot, peeling, or cracking.
15. Repair or replacement of tires that have been repaired in a manner other than per tire manufacturer guidelines and industry approved methods.
16. Repair or replacement of tires that have been re-treaded, re-capped, re-grooved, remolded, or tubed.
17. Repair or replacement of any tire(s) used or installed on vehicles with a manufacturer's load rating capacity greater than one-ton.
18. Repair or replacement of any tire(s) used or installed on vehicles with a load capacity of one-ton or greater designed for, built for or used in a private recreational or commercial application including but not limited to Class A (or Type A) Motor Homes and Class C (or Type C) Motor Homes.
19. Repair or replacement of any tire(s) used or installed on motorcycles, trailers, or on vehicles used for competitive driving or racing, track driving, police or emergency service, snow removal, carriage of passengers for hire, commercial towing, construction, or postal service.
20. Repair or replacement of any tire(s) used or installed on vehicles used for farm, ranch, or agriculture, and vehicles that are registered to or licensed under a farm or ranch.
21. Repair or replacement of tire pressure monitoring systems (TPMS) and/or devices and components associated with TPMS.
22. PRE-EXISTING CONDITIONS OR DAMAGE, CONSEQUENTIAL, INCIDENTAL OR SECONDARY DAMAGES.
23. Any other costs or expenses that you incur as a result of the need to repair or replace your tire.
24. Any costs or expenses arising because the vehicle is not available for use.
25. Liability for damage to property, injury to or death of any person arising out of the operation, maintenance or use of the vehicle whether or not related to tire damage.
26. Storage or freight charges.
27. Traffic fines, citations or penalties.

**GENERAL:**

1. The benefits of this complementary Protection are secondary to any other motor club contracts and/or vehicle service contracts you may have purchased that provide reimbursement for damaged tires and/or wheels. When an Eligible Tire is damaged by a road hazard and another company provides any reimbursement for the tire, the maximum amount reimbursable under this Protection will be less the amount reimbursed under the motor club or vehicle service contract.
2. THE ADMINISTRATOR RESERVES THE RIGHT TO DENY ANY CLAIM SUBMITTED WITH FALSE OR MISLEADING INFORMATION OR IF THE PAPERWORK DOES NOT CLEARLY IDENTIFY THE ORIGINAL PURCHASER, VEHICLE AND TIRES.
3. Authorization is granted based on the information provided during the call; if the documentation submitted (including the tire(s) if requested) does not substantiate the information provided during the call, **your claim may not be eligible for reimbursement.**
4. All claims must be submitted within 60 days of service **or your claim may not be eligible for reimbursement.**
5. All claim documentation, including the tire(s) if requested, must be submitted within 60 days of service in order for your claim to be considered for reimbursement.
6. The terms and conditions outlined above are the full and complete agreement between the parties. You must not rely on any oral representations or statements about the Protection.
7. The Administrator may delegate the performance of its duties and obligations and assign its rights and benefits hereunder.
8. The Administrator assumes no obligation or responsibility with regard to your vehicle.
9. The Administrator neither assumes nor authorizes anyone to assume additional liability on its behalf.

**TRANSFER:** This Protection is extended only to you, the original purchaser of the Eligible Tire(s), and may not be transferred to anyone who purchases your vehicle or tires during the term of this Protection. The benefits of this Protection are not transferable to any other tires.