PIT BULL TIRE COMPANY ® STANDARD LIMITED WARRANTY ON PIT BULL® NON-RACING TIRES

What Does This Warranty Cover?

This Warranty covers substantial defects in workmanship and material in every **first (1st) quality** non-racing tire bearing the **PIT BULL®** name and serial number. This warranty exists during the shorter of the **life of the original tread design** or SIXTY (60) MONTHS from the date of manufacture as encoded on the sidewall of the tire. At that time, all warranties, express or implied, expire. **Original tread design life** is completed when the tire is worn to 3 remaining 32nds.

What Does This Warranty Not Cover?

This Warranty does not cover any of the following:

- 1. Any **PIT BULL®** tire branded as "NA" (non-adjustable) or sold "As-Is" non-adjustable ("NA").
- 2. Any **PIT BULL**® tire sold exclusively for or used for a Racing application of any kind.
- 3. Damage, defects, or abnormal wear resulting from any alteration, modification, abuse, or misuse of your PIT BULL® tire, including, but not limited to, the improper mounting, improper repair, following: vehicle wheel misalignment, filled tires, tire/wheel assembly imbalance, non-use, flat spotting from improper storage, ozone or weather checking, vandalism, non-conforming rims, racing, overloading, improper balancing, added material, spinning, trued tires, under or over inflation, run flat, wheel alignment, siping, grooving, cutting or any other alteration, vehicle suspension alteration, improper vehicle maintenance, improper tire maintenance, lack of regular tire rotation in accordance with industry prescribed rotation patterns and practices, intentional tire damage, use of insert devices, or other causes beyond Pit Bull Tire Company's ® control.

<u>NOTE</u>: Alterations such as added siping, tread cutting or insert devices increase the possibility of sudden tire failure which can result in serious injury or death. Do not make alterations to the tire itself. PIT BULL® tires are manufactured to comply with Federal Standards. Alterations to tires are dangerous.

- 4. Injuries to your PIT BULL® tire resulting from any of the following, including, but not limited to: road hazards, collisions, accidents, fires, chemical corrosion, impact breaks, damage in shipment (i.e., forklift cuts), cut by vehicle/vehicle projection rubbing, nail holes, cuts, snags, bruises, punctures and similar injuries, or other causes beyond Pit Bull Tire Company's ® control.
- 5. Appearance or cosmetic defects in tires branded "Blemish."
- 6. Damage or defects resulting from use of bias ply or bias belted tires with radial tires together on the same vehicle.

<u>NOTE</u>: Bias tires ride and handle differently than radials. Bias ply or bias belted tires and radial tires should never be mixed on the same vehicle

7. Any loss, damage, expense, inconvenience or incidental or consequential damages of any kind arising out of any defect in or use of your **PIT BULL®** tire. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion may not apply to you. **NOTE:** Any tire, no matter how well constructed, may fail or otherwise become unserviceable due to conditions beyond the control of the manufacturer. Nothing in this limited warranty is intended to be a representation by Pit Bull Tire Company® that tire failures cannot occur, or that the failure of a tire is indicative of a defect in materials or workmanship.

NOTE: No **Pit Bull Tire Company®** representative, employee, retailer or dealer has the authority to make or imply any representation, promise, or agreement which in any way varies or modifies the terms of this warranty.

NOTE: THERE IS NO OTHER WARRANTY OR LIABILITY, EXPRESSED OR IMPLIED, APPLICABLE TO THESE PRODUCTS. If Any implied warranty of merchantability or implied warranty of fitness for any particular purpose is imputed by a municipal, state or Federal court or law, then it shall be limited in duration to TWO (2) YEARS from the later of the purchase date or the date of delivery to the purchaser. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

Who is Covered by This Warranty?

This warranty covers the original consumer purchaser during the warranty period. This warranty is made for the exclusive benefit of the original consumer purchaser actually using these products and having possession of original sales invoice. This warranty is not assignable, and no warranty claim will be recognized unless submitted on our <u>Standard Claim Form</u> duly filled out and signed by the original consumer purchaser of the tire.

How Long Does Coverage Last?

The coverage of this warranty, except for tire whitewall discoloration issues and dissatisfactory performance due to a balance, out-of-round, or ride complaint issue, lasts for the shorter of the life of the original tread design of your PIT BULL ® tire or SIXTY (60) MONTHS from the date of manufacture as encoded on the sidewall of the tire. Original tread design life is completed when the tire is worn to 3/32nds of tread remaining. The percentage that the tire tread design is worn will be determined by taking the average of three measurements around the tire at the fastest wearing groove and pro-rating according to the molded depth measurement of the same groove.

- Tire whitewalls are warranted against discoloration for the shorter of the life of the original tread design of your PIT BULL® tire or a period of THIRTY SIX (36) MONTHS from the date of manufacture as molded on the sidewall of the tire.
- Your **PIT BULL**® tire is warranted against dissatisfactory performance resulting from balance, out-of-round, or ride complaint issues only during the first **10%** of the tire's original tread design life.

NOTE: THERE IS NO OTHER WARRANTY OR LIABILITY, EXPRESSED OR IMPLIED, APPLICABLE TO THESE PRODUCTS. If Any implied warranty of merchantability or implied warranty of fitness for any particular purpose is imputed by a municipal, state or Federal court or law, then it shall be limited in duration to TWO (2) YEARS from the later of the purchase date or the date of delivery to the purchaser. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

What Will We Do To Correct the Problem?

If a substantial defect in material or workmanship appears in your **PIT BULL**® tire within the first 10% of the tire's original tread design life, we will provide you with a credit equal to 100% of the purchase price of a new **PIT BULL**® tire of the same or comparable model (up to the manufacturer's suggested retail price). You will pay the cost of de-mounting the defective tire, mounting the replacement tire, tire stems, balancing and other related items, labor charges and services, and all Federal, State and Local taxes on the purchase.

It is important to determine if there is a problem within the first 10% of tire wear. A tire that does not deliver satisfactory service due to a **balance**, out of round or a ride complaint issue may be replaced under the terms above within the first 10 percent of the tire's tread life. <u>Beyond 10% tread wear, these</u> issues are not warrantable.

If a substantial defect in material or workmanship appears in your **PIT BULL**® tire after the first 10% of the tire's original tread design life, we will provide you with a pro-rated credit toward the purchase of a new **PIT BULL**® tire of the same or equivalent model number equivalent to the percentage of the tire's original tread design remaining when the defect appeared. The percentage that the tire tread design is worn will be determined by taking the average of three measurements around the tire at the fastest wearing groove and pro-rating according to the molded depth measurement of the same groove.

The pro-rated credit will be based on the cost of the tire only (up to the manufacturer's suggested retail price), and will not apply to the cost of de-mounting the defective tire, mounting the replacement tire, tire stems, balancing or other related items, labor charges or services, or Federal, State and Local taxes on the purchase.

FOR EXAMPLE: If 75% of the tire's original tread design remains (i.e., the tire's original tread design life is 25% worn), then you will receive a credit of 75% of the dealer's price (up to the manufacturer's suggested retail price) for the tire, excluding the cost of de-mounting the defective tire, mounting the replacement tire, tire stems, balancing or other related items, labor charges or services, and Federal, State and Local taxes on the purchase.

What Will We Not Do?

We will neither replace nor provide a warranty credit for any item for which the purchaser does not submit a <u>Standard Claim</u> <u>Form</u> duly completed and signed by the original purchaser. Additionally, we will neither replace nor provide a warranty credit for any **PIT BULL**® tire that we determine, at our sole and absolute discretion, has been altered, modified, or siped in any way, has been used for racing, or is not defectively manufactured.

<u>Any modification, alteration, or siping of your PIT BULL®</u> <u>tire will automatically void this warranty.</u>

We will not be liable for or pay for any field charges for labor or other expenses incurred in the replacement of the **PIT BULL®** tire or any expense incurred by you to remedy any defect in the **PIT BULL®** tire, including, but not limited to, the following charges: (a) all Federal, State and Local taxes imposed upon the sale of replacement tire; (b) de-mounting the replaced tire; (c) mounting and balancing the replacement tire, and (d) other related services and charges for parts and labor.

How Do You Get Service?

To obtain warranty service, **you must first contact your local <u>PIT BULL ® DEALER.</u>** You must present the original invoice and you must make the vehicle on which the tires were used available for inspection. Your dealer will have you fill out a <u>Standard Claim Form</u>. If there is no freight involved or if your local dealer requests it, please return your **PIT BULL**® tire to your local **PIT BULL**® tire dealer, present your original invoice & the vehicle on which the tires were used for inspection, and complete & sign a <u>Standard Claim Form</u>, otherwise known as an Adjustment Inspection Report (AIR) or a Return Goods Authorization form (RGA). All <u>Standard</u> <u>Claim Forms</u> can be obtained from your local authorized **PIT BULL**® tire dealer. A sample is on <u>www.pitbulltires.com</u>.

> • Do not ship tires directly to a PIT BULL® dealer nor PIT BULL TIRE COMPANY® without receiving permission. Neither PIT BULL TIRE COMPANY® nor our dealers will accept such tires, and you will be

responsible for all charges without an RGA# (Returned Goods Authorization number), prior approval and product return instructions and a signed <u>Standard Claim</u> Form duly submitted prior to shipment.

A listing of authorized PIT BULL® tire dealers is available at <u>www.pitbulltires.com</u>.

For inquiries you may reach us directly at the following address:

PIT BULL TIRE COMPANY ®

ATTN: RETURNS DEPARTMENT

1815 LOCUST

ST. LOUIS, MO 63103 USA

800-645-2006

314.621.8954 314.621.5396 FAX

<u>What Must You Do to Keep This Warranty in</u> <u>Effect?</u>

You are responsible for the normal care and maintenance of your **PIT BULL**® tire including the maintenance of proper air pressure. You are also responsible for the proper maintenance of your vehicle's suspension and alignment so as not to place undue or abnormal stress or wear and tear on your **PIT BULL**® tire. You are also responsible for rotating your tires in accordance with industry prescribed rotation patterns and practices.. You must refrain from all alteration, modification, abuse, or misuse of your **PIT BULL**® tire. You must not use our products for any form of Racing.

You must keep your original sales invoice which must match your personal identification information. Proof of identity in the form of a state issued drivers license or other state issued identification will be required by your dealer.

How Does State Law Relate to This Warranty?

This warranty gives you specific legal rights. You may also have rights which vary from State to State, and jurisdiction to jurisdiction. Some states, provinces or territories do not allow limitations on how long an implied warranty lasts, so the above implied warranty limitation may not apply to you. Some states, provinces or territories do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

PIT BULL TIRE COMPANY® DISCLAIMER OF WARRANTIES ON PIT BULL® RACING PRODUCTS and PIT BULL® NON-RACING PRODUCTS USED FOR RACING. NO WARRANTY POLICY.

Pit Bull Tire Company ® OFFERS RACING PRODUCTS UNDER THE "PIT BULL" BRAND FOR SALE UPON THE TERMS AND CONDITIONS CONTAINED IN THIS DISCLAIMER OF LIABILITY. Due to the many varied and different conditions to which racing tires, tubes and wheels ("Racing Products") are exposed, and because of the manner in which Racing is defined and conducted, Pit Bull Tire Company ® MAKES ABSOLUTELY NO WARRANTY, EXPRESSED OR IMPLIED, OF **MERCHANTABILITY OR OF FITNESS FOR A** GENERAL OR PARTICULAR PURPOSE IN CONNECTION WITH ANY OFFER FOR SALE OR SALE OF RACING PRODUCTS BY Pit Bull Tire Company ®. ALL Pit Bull Tire Company ® PIT BULL RACING PRODUCTS ARE SOLD "AS IS." PIT BULL **®** non-racing products used in or for a Racing application of any kind, void any and all warranties above. **Pit Bull Tire Company ()** makes absolutely no warranty, expressed or implied, as to the fitness, merchantability, design, condition, capacity, performance or any other aspect of its Pit Bull® Racing Products or Pit Bull® non-racing products used for racing, or the related materials or workmanship. Pit Bull Tire **Company ® HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR** IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. Pit Bull Tire Company R further disclaims any liability for loss, damage, or injury to purchasers of PIT BULL® Racing Products or Pit Bull R non-racing products used for racing, or to third parties, as a result of any defects, latent or otherwise, in the PIT BULL® Racing Products or Pit Bull ® non-racing products used for racing, whether arising from negligence or application of the laws of strict liability. Racing Products are not tested or labeled to meet FMVSS 109 standards and therefore it is illegal to sell Racing Products for use on public highways. Any person selling PIT BULL® Racing

Products for highway use agrees to indemnify and reimburse **Pit Bull Tire Company** [®] for all loss, damage or liability **Pit Bull Tire Company** [®] may suffer because of such sales.

WARNING: DO NOT, UNDER ANY CIRCUMSTANCES, MOUNT A PIT BULL® RACING TIRE ON A WHEEL THAT DOES NOT MEET TIRE AND RIM ASSOCIATION STANDARDS.

Also, Race Tires are **not warranted** as racing is often performed on severely underinflated tires. Additionally, the use of softeners (which we strongly advise against for safety purposes) can lead to tread blisters and tread and ply separations. Race Tires are regularly inspected on return to us and any Racing Product showing a defect in workmanship or materials is replaced. Our inspectors are very skilled at differentiating between damage and defect. Returning a tire you have damaged and claiming it to be defective is a waste of our time and your money.

New, unused Race Tires exhibiting a defect in workmanship or materials, as verified by **Pit Bull Tire Company's** examination, will be issued a credit equal to **Pit Bull Tire Company's** distributor price. To qualify for a credit, the tire must have a manufacturing date within twelve (12) months of the tire's return to **Pit Bull Tire Company** (**B**)

THE REMEDY SET FORTH HEREIN SHALL BE THE EXCLUSIVE REMEDY AVAILABLE. PIT BULL TIRE COMPANY ® NEITHER ASSUMES NOR AUTHORIZES ANY REPRESENTATIVE OR OTHER PERSON TO ASSUME FOR IT ANY OBLIGATION OR LIABILITY OTHER THAN THAT EXPRESSLY SET FORTH HEREIN. THERE IS NO OTHER WARRANTY OR LIABILITY, EXPRESSED OR IMPLIED, APPLICABLE TO THESE PRODUCTS. NO REPRESENTATIVE HAS

THE AUTHORITY TO MAKE ANY REPRESENTATION, PROMISE OR AGREEMENT EXCEPT AS STATED HEREIN.