

Professionals' Choice Auto Service Center Limited Tire Road Hazard Warranty

LIMITED TIRE ROAD HAZARD WARRANTY: For a period of 36 months from the date you purchased new passenger or light truck tires and a road hazard program as documented on your original invoice ("**Eligible Tire(s)**" or "**Tire(s)**"), or until any part of the tire tread that comes in contact with the road has a tread depth of 2/32" (1.6mm) or less, whichever occurs first ("**Warranty Period**"), if a Tire fails due to road hazard damage (as defined below) while you are more than 25 miles from the Original Selling Facility (as defined below) it may be repaired or replaced under the Limited Tire Road Hazard Warranty. The Limited Tire Road Hazard Warranty ("**Warranty**") is extended only to you, the original purchaser, and not to anyone who may purchase your tires or vehicle from you during the term of the Warranty. This Warranty is made by the Independent Service Facility who is so named on your original tire purchase invoice and who installed the tires on your vehicle ("**Original Selling Facility**"). This Warranty may be honored by any Professionals' Choice Auto Service Center selling and servicing tires, or other authorized tire service facility anywhere in the United States or Canada. This Warranty is not a warranty of Sosisio Management, Inc., Automotive Parts Associates, Inc., either company's affiliates, subsidiaries or any of their employees, or member companies. In addition, Sosisio Management, Inc. serves as the administrator ("**Administrator**") only.

WHAT IS COVERED BY THE WARRANTY: During the Warranty Period this Warranty covers the following services when a Tire fails during the course of driving in a legal manner on a road maintained by state or local authority due to cuts, punctures, impact breaks, or impact damage ("**Road Hazard Damage**"). Nails, glass and potholes are the most common examples of road hazards.

FLAT TIRE REPAIR:

- a. If a Tire fails due to Road Hazard Damage during the Warranty Period and can be safely repaired per industry standards and guidelines, and you are within 25 miles of the Original Selling Facility, you must return to the Original Selling Facility. The Original Selling Facility will repair your tire at no charge to you.
- b. When you are more than 25 miles from the Original Selling Facility, contact the Warranty Administrator at 1-855-246-6004 for assistance locating the nearest tire servicing facility.
- c. **You must contact the Warranty Administrator at 1-855-246-6004 before having a flat tire repaired if you are not returning to the Original Selling Facility.**
- d. When a repair is performed by a different facility, the permanent patch/plug and the labor to perform the tire repair is reimbursable up to \$25.00 per tire, per occurrence.
- e. **You are responsible for any additional amounts including, but not limited to, mounting, balancing, taxes and miscellaneous fees.**
- f. The Road Hazard Program will remain in effect for the repaired tire for the remainder of the Warranty Period.

TIRE REPLACEMENT:

- a. If a Tire fails due to Road Hazard Damage during the Warranty Period and cannot be safely repaired per industry standards and guidelines, it will be replaced with an exact make/model of tire if available. If not available, a comparable quality tire will be installed.
- b. **If you are within 25 miles of the Original Selling Facility, you must return to the Original Selling Facility.**
- c. **When you are more than 25 miles from the Original Selling Facility, you must contact the Warranty Administrator at 1-855-246-6004 for assistance locating the nearest tire servicing facility.**
- d. When a tire failure occurs during the first 12-month period of the Warranty Period, it will be replaced with coverage up to 100% of the original purchase price of the tire or the replacement tire cost, whichever is less.
- e. When a tire failure occurs during the second 12-month period, it will be replaced with coverage up to 50% of the original purchase price of the tire or the replacement tire cost, whichever is less.
- f. When a tire failure occurs during the third 12-month period, it will be replaced with coverage up to 25% of the original purchase price of the tire or the replacement tire cost, whichever is less.
- g. Under no circumstances will 100% coverage exceed \$399.99 per covered tire.
- h. **You are responsible for any additional amounts including, but not limited to, mounting, balancing, valve stem, taxes, disposal, and miscellaneous fees.** WHEN A TIRE IS REPLACED, THE WARRANTY FOR THAT TIRE ENDS.

WHAT YOU MUST DO TO OBTAIN WARRANTY SERVICE WHEN YOU ARE AT A DIFFERENT FACILITY AND A TIRE IS DAMAGED:

- a. If you have presented a Tire during the Warranty Period, the tire servicing facility must verify that the damage to the tire is due to a road hazard as defined above.
- b. The tire servicing facility must contact the Warranty Administrator at 1-855-246-6004 for prior authorization and to obtain a claim number. **Prior authorization and a claim number must be obtained before replacing the damaged tire or your claim may be denied.**
- c. You must sign the repair or replacement invoice.
- d. You must present your original purchase invoice identifying the tires and showing the purchase of a road hazard program. Your original purchase invoice must include: the Original Selling Facility name, address, and phone number; your full name, address, and signature; the year, make, model, and mileage of your vehicle; and the brand, type, size and DOT number of each tire.
- e. The tire servicing facility will make a copy of the original invoice and the repair/replacement invoice and return the original invoices to you.
- f. Submit a copy of the original purchase invoice and a copy of the signed repair or replacement invoice. **Documents may be sent by fax to 1-866-449-7301, by email to mechclaims@sonsio.com, or by postal mail to the Warranty Administrator, P.O. Box 17659, Golden, CO 80402.** You must include the claim number provided to you if the Tire was replaced.
- g. You are responsible for all expenses and costs not covered by this Road Hazard Program.
- h. Tires that require replacement must be made available for inspection if requested by the Warranty Administrator. If the tire is required for inspection, you will be informed during the call to obtain prior authorization.
- i. Tires being replaced must be surrendered to the tire servicing facility or to the inspection center if requested for inspection.
- j. **ALL DOCUMENTATION MUST BE RECEIVED BY the Warranty Administrator (INCLUDING THE TIRE IF REQUESTED) WITHIN SIXTY (60) DAYS OF SERVICE, OR THE BENEFIT REQUEST MAY BE DENIED.**

YOUR RESPONSIBILITIES:

- a. **You must keep a copy of your original tire purchase invoice and present it when seeking service under this Warranty.**
- b. If Warranty work is performed, you must temporarily surrender possession of the original repair invoice, or a legible copy of the same.
- c. **IF YOU ARE LESS THAN 25 MILES (40 KM) AWAY FROM THE ORIGINAL SELLING FACILITY, YOU MUST RETURN YOUR VEHICLE TO THE ORIGINAL SELLING FACILITY AND PRESENT YOUR COPY OF THE ORIGINAL REPAIR INVOICE.**
- d. **If you are more than 25 miles (40 km) from the Original Selling Facility and you are unable to reasonably return your vehicle to the Original Selling Facility, then prior to any Warranty work being performed you must call the Warranty Administrator, at 1-855-246-6004, from 8:00 a.m. to 8:00 p.m. Monday through Friday, Saturday from 8:00 a.m. to 5:30 p.m. (Eastern Time), excluding U.S. holidays. The Warranty Administrator will direct you to the nearest participating facility location. If there are no participating facility locations in your area, you may take your vehicle to a non-participating service facility in your area. If the non-participating service facility will not accept payment from the Warranty Administrator, you must pay for the Warranty service and submit a legible copy of your original repair invoice and subsequent Warranty repair or replacement invoice to the Warranty Administrator for reimbursement.**
- e. Properly care for and maintain your Tires, including ensuring tires are operated at proper inflation pressures.
- f. Use all reasonable means to protect your tires from additional damage.
- g. Furnish such information as may be required.
- h. Incur only expenses which are authorized in advance.
- i. Payment of all expenses and costs not covered by this Warranty.
- j. If a Tire needs to be replaced and the damage has occurred outside of the Original Selling Facility's normal business hours, you may elect to wait for the Original Selling Facility to provide service or proceed with a tire repair or replacement. In order to be eligible for reimbursement: (1) if replaced, the damaged Tire must be retained, AND (2) the Original Selling Facility must be contacted within 2 business days. There is no guaranteed eligibility.

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k. If a Tire needs to be replaced and you are more than 25 miles from the Original Selling Facility, and prior authorization cannot be obtained because the damage has occurred outside of the Warranty Administrator's normal business hours, you may elect to wait for authorization or proceed with a tire repair or replacement. In order to be eligible for reimbursement: (1) if replaced, the damaged Tire must be retained, AND (2) the Warranty Administrator must be contacted at 1-855-246-6004 within 2 business days. There is no guaranteed eligibility.

WHAT IS NOT COVERED BY THIS WARRANTY: You must pay for any non-warranty service you order to be performed at the same time as the Warranty service. **This Warranty does not cover replacement or repairs due to normal wear and tear.** The Original Selling Facility's employees and/or agents do not have authority to modify the terms of this Warranty nor to make any promises in addition to those contained in this Warranty. **THIS WARRANTY DOES NOT IN ANY WAY INCLUDE INCIDENTAL OR CONSEQUENTIAL DAMAGES** (additional expenses which you may incur as the result of faulty repair or service). Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This Warranty gives you specific rights, and you may also have other rights, which vary from state to state.

EXCLUSIONS: THIS WARRANTY WILL NOT PAY OR REIMBURSE FOR:

- a. 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.
- b. Replacements made without Warranty Administrator's prior authorization if you have not returned to the Original Selling Facility.
- c. Repairs or replacements made by anyone other than a licensed service provider, its agents, contractors or licensees.
- d. Any invoice presented for payment of services not performed as described at the time of authorization.
- e. Damage incurred outside the United States and Canada.
- f. Tire repair or tire replacement if the original purchase invoice does not include: (1) the Original Servicing Facility name, address, and phone number; (2) the customer's full name, address, and signature; (3) the year, make, model, and mileage of the vehicle on which the tires are installed; (4) the brand, type, size, and DOT number of each tire; (5) the purchase of a road hazard program.
- g. Cosmetic damage, i.e. damage that does not affect the structural integrity or safety of the tire.
- h. Damage caused by mechanical failures (e.g., failed shocks, struts, alignment, balancing) or interference with vehicle components (e.g., fenders, exhaust, springs).
- i. Damage due to misuse, abuse, negligence, improper application, improper towing, improper balancing or alignment, improper inflation, brake lock up, wheel spinning, torque snags, etc.
- j. Damage to tires either in the sidewall or tread area due to dry rot, peeling, or cracking.
- k. 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).
- l. 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, etc.
- m. Michelin PAX® system, PAX® tires, and tires and wheels of similar construction and purpose.
- n. Repair or replacement of a tire due to manufacturer recall, defect or warranty or any reason the manufacturer will repair or replace the tire at its expense or at a reduced cost.
- o. Repair or replacement of any tire(s) used or installed on motorcycles, trailers, or on vehicles used for competitive driving or racing, police or emergency service, snow removal, carriage of passengers for hire, commercial towing, construction, or postal service.
- p. 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.
- q. 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

- r. Homes and Class C (or Type C) Motor Homes.
- r. Repair or replacement of any tire(s) used or installed on vehicles with a manufacturer's load rating capacity greater than one-ton.
- s. Repair or replacement of tire pressure monitoring systems ("TPMS") and/or devices and components associated with TPMS.
- t. Repair or replacement of tires that have been repaired in a manner other than per tire manufacturer guidelines and industry approved methods.
- u. Repair or replacement of tires that have been re-treaded, re-capped, re-grooved, remolded, or tubed.
- v. 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.
- w. Personal expenses arising because your vehicle is not available for use, including storage or freight charges.
- x. **PRE-EXISTING, CONSEQUENTIAL, INCIDENTAL, AND/OR SECONDARY DAMAGES.**
- y. Traffic fines, citations or penalties.
- z. Unreasonable costs that a customer may suffer as a result of the need to repair or replace a tire.

The benefits of this Program are secondary to any other benefits you may have purchased including motor club contracts and vehicle service contracts that provide tire and/or wheel coverage. When a Tire is damaged by a road hazard and another company provides any reimbursement for the tire, the maximum amount reimbursable under this Program will be less the amount of their reimbursement.

This Road Hazard Program gives you specific legal rights; you may have other rights, which vary from state to state. Some states do not allow the exclusion or limitation of consequential or incidental damages, therefore such limitations may not apply to you.

THE ROAD HAZARD PROGRAM RESERVES THE RIGHT TO DENY ANY REQUESTS FOR BENEFITS SUBMITTED WITH FALSE OR MISLEADING INFORMATION OR IF THE PAPERWORK DOES NOT CLEARLY IDENTIFY THE ORIGINAL PURCHASER, VEHICLE AND TIRES.

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 benefit request may be denied.

All requests for benefits must be submitted within 60 days of service or your benefit request may be denied.

All documentation, including the tire(s) if requested, must be submitted within 60 days of service in order for benefit requests to be considered for reimbursement.

GENERAL:

- a. The terms and conditions outlined herein are the full and complete agreement between the parties. No oral representations should be relied upon, including any oral statements of the Original Selling Facility or any other tire servicing facility.
- b. The Warranty Administrator assumes no obligation or responsibility with regard to the vehicle.
- c. The Warranty Administrator neither assumes nor authorizes anyone to assume additional liability on its behalf.
- d. If any payment is made under this Warranty and you have a right to recover against another party, your rights shall become our rights and you shall do whatever is necessary to enable enforcement of these rights.

TRANSFER: This Warranty is extended only to you, the original purchaser, and not to anyone who may purchase your vehicle or tires during the term of this Warranty. Coverage is not transferable to any other vehicle or tires.

DISCLAIMER: YOU ARE NOT REQUIRED TO PURCHASE A ROAD HAZARD PROGRAM AS A CONDITION TO THE PURCHASE OF ANY PRODUCT OR AS A CONDITION TO THE EXTENSION OF CREDIT.