

## **CONFIDENCE WARRANTY PROGRAM**

### **CONFIDENCE WARRANTY POLICY**

All tires sold by AP Blue Whale Corp/ North Trend Marketing Corp/ Solid Trend Trade Sales Inc., are free from all manufacturing defects. Our warranty policy covers the standard five (5) year warranty from tire manufacturing date or the tread life of the tire whichever comes first.

### **EXTENDED WARRANTY POLICY**

Entitles the end consumer to an additional two (2) years from the standard warranty program.

### **ELIGIBILITY FOR CONFIDENCE WARRANTY**

This Limited Warranty applies only if all of the following conditions are met:

- A. You are the original purchaser of a MAXXIS/ CST/ PRESA brand Passenger Car Radial, SUV/4x4, and/or Ultra Light Truck Bias/Radial tires;
- B. The tire was originally installed on the vehicle by the dealer/distributor at the time of purchase;
- C. The tire is the appropriate size and load range for the vehicle according to the vehicle manufacturer's recommendation;
- D. You follow the Limited Warranty Claim Procedures described in this manual that the tire is worn to 2/32nds of usable tread remaining or 5 years (60 months) from the date of original tire manufactured whichever comes first;
- E. A claim under this Limited Warranty may be made by presenting to the MAXXIS/ CST/ PRESA authorized dealer/distributor the original proof of purchase for the tires.
- F. You present at the time of the claim under this Limited Warranty your original purchase receipt or invoice and the warranty sticker for the tire.

### **LIMITED WARRANTY ON MATERIALS AND WORKMANSHIP**

Should a radial passenger/light truck tire be determined unserviceable by an authorized dealer/distributor due to a condition other than one listed in the "WHAT IS NOT COVERED" section of this policy, the tire will be replaced with the same or comparable radial passenger/light truck tire at no charge (other than labor and taxes) during the first 10% of tread wear.

After the first 10% of tread wear, should a MAXXIS/ CST/ PRESA radial passenger/light truck tire be determined unserviceable by an authorized dealer/distributor due to a condition other than those listed in the "WHAT IS NOT COVERED" section of this booklet, you will receive a replacement pro-rated credit toward the purchase of a comparable new MAXXIS/ CST/ PRESA tire equal to the percentage of usable tread remaining. Usable tread does not include the last 2/32nds of tread depth, since tires worn beyond the last 2/32nds are considered unsafe by law in many states. YOU ARE REQUIRED TO PAY

ALL LABOR COSTS INCURRED IN MOUNTING AND BALANCING THE TIRE IN ADDITION TO ALL APPLICABLE TAXES.

### **YOUR OBLIGATIONS UNDER THIS CONFIDENCE WARRANTY**

In order to claim under this Confidence Warranty, the tires must be properly installed, air pressure should be checked at regular intervals and the tires must be rotated, balanced, and the alignment checked every 5,000 to 7,500 miles. Charges for required maintenance are your responsibility. Service records for all such required maintenance must be kept and presented upon any claim under this Limited Warranty.

### **IMPORTANT NOTE**

Please read and understand the section of this manual entitled "WHAT IS NOT COVERED" because this Limited Warranty does not apply to certain types of tire damage and/or wear.

### **WHAT IS NOT COVERED BY THIS LIMITED WARRANTY POLICY**

- Road hazards, including but not limited to cuts, snags, punctures, bruises, impact breaks, tire plugs and/or any other damage caused by tire repair.
- Tire failure or damage resulting from improper operation or maintenance such as, but not limited to, overloading, excessive speed and inflation practices causing excessive operational temperatures that exceed specifications, misapplication, vandalism, use of puncture sealants, and/or fillers which affect the tire's pneumatic qualities, fire and/or chemical corrosion.
- Irregular tread wear resulting from improper wheel alignment, under or over inflation, tire abuse (such as spinning), improper mounting or dismounting, vehicle mechanical problems (such as faulty, worn or malfunctioning brakes and/or suspension, etc.), damaged wheels, tire truing, snow/ice chain usage, flat spots caused by panic braking, tires involved in accidents and tires used for racing purposes.
- Tire alterations such as but not limited to bead or sidewall decorative material and/or adding a white inlay (whitewall) to any tire.
- Ride, vibration, and/or out-of-round problems occurring after the first 2/32nds of tread wear determined not to result from any problem covered under the Materials and Workmanship Limited Warranty.
- Tires purchased on the internet, other than tires purchased directly from the MAXXIS/ CST/ PRESA Authorized Online/ Ecommerce store. Loss of time, inconvenience, loss of use of the vehicle and/or consequential damage.
- Tires used for racing or other competition events.

### **LIMITATION OF WARRANTY AND LIABILITY**

ANY TIRE, NO MATTER HOW WELL-CONSTRUCTED, MAY FAIL IN SERVICE OR OTHERWISE BECOME UNSERVICEABLE DUE TO CONDITIONS BEYOND THE CONTROL

OF THE MANUFACTURER. THIS WARRANTY IS NOT INTENDED AS A REPRESENTATION THAT A TIRE FAILURE CANNOT OCCUR.

Full and/or prorated replacement of a MAXXIS radial passenger tire CONSTITUTES THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO YOU IN THE EVENT OF BREACH OF ANY WARRANTY OR OF ANY AGREEMENT BETWEEN YOU AND MAXXIS OR ITS AUTHORIZED DEALER/DISTRIBUTOR.

In no event shall MAXXIS or its authorized dealer/distributor be liable for any incidental, indirect, special or consequential damages or liabilities (including, but not limited to, incidental or consequential damages for loss of time, inconvenience, loss of use of vehicle, towing, road service, or any other consequential or incidental loss) in connection with the purchase, use or operation of the tire, whether due to a breach of warranty, breach of contract or otherwise. This warranty is limited to the replacement of the determined unserviceable tire and does not in any way cover property damage or physical injury caused by accidents or unforeseen events involving tire failure.

### **IMPORTANT TIRE INFORMATION**

When customers choose MAXXIS/ CST/ PRESA they're getting a product designed to deliver safety along with performance. But even the best tires must be used with caution and with close attention to safe practices. Following the guidelines and recommendations below will help to reduce the chance of accident or injury.

Always refer to the vehicle's tire information placard.

It is preferable to replace a vehicle's tires with ones that correspond to the vehicle's manufacturer-recommended specifications. Tire speed ratings and load-carrying capacity should always be equal to or greater than the original equipment tires.