

LIMITED WARRANTY

References. As used in this Limited Warranty,

- (a) “casing” means the used tire to which the new retread material is bonded.
- (b) “retreading process” means materials and labor necessary to apply the new retread to the used casing.
- (c) “ST” means Stone Tire, LLC, a Tennessee limited liability company.
- (d) “tire” refers to the retreaded tire that you, the purchaser, purchased from or through ST, and if more than one (1) tire is purchased at the same time shall refer to and include all such tires purchased together.
- (e) “you” and “your” means the purchaser of the retreaded tire from or through ST.

Coverage and Applicability. This Limited Warranty is effective upon your purchase of the tire from or through ST, and is effective for two (2) years from the date of purchase, and covers workmanship and materials of the retreading process only. At the end of two (2) years from the date of purchase, whichever occurs first, all warranties, express and/or implied, expire. Replacement of the tire will be made in accordance with the terms and conditions described just below.

A tire which becomes unserviceable due to a workmanship or materials condition covered by this Limited Warranty will be replaced with a comparable retreaded tire by ST free of charge when 2/32 of an inch or less of the original tread is worn, provided it is within twelve (12) months of the date of purchase. You will pay the cost for any mounting and balancing, together with any applicable taxes, if the tire was not mounted by ST. When more than 2/32 of an inch of original tread is worn, or after twelve (12) months from the date of purchase, you must pay the cost of a comparable new replacement retreaded tire from ST on a prorata basis. ST will determine the cost by multiplying the percentage of the original usable tread worn, by the current selling price of such retreaded replacement tire on ST’s price list. You will pay the cost of mounting, balancing, shipping and other service charges and applicable taxes.

What to Do to Make a Claim. When making a claim under this Limited Warranty, you must present the tire to ST for inspection by ST. If the tire was purchased by phone or over the internet and shipped to you, visual photographs must be taken of the tire and emailed to **CLAIMS@stonetire.com**, along with a copy of the original receipt, shipping address, phone number, name, and description of the nature of the claim. A copy of the vehicle registration and identification may also be required. If needed by ST to otherwise evaluate your claim, you may also have to ship the tire to ST. In the event of a disputed claim, you must ship the tire to ST for further inspection at your expense.

Conditions and Exclusions: Notwithstanding anything else herein contained,

- (a) this Limited Warranty does not provide compensation for: loss of time; loss of use of vehicle; damage to the vehicle; inconvenience; personal injury; death; damage to anything other than the tire; incidental damages; consequential damages; damages arising from improper tire care, improper tire maintenance, tire abuse, improper inflation, overloading, vehicle misalignment or improper tire/wheel balancing, use of the tire while flat, use of a sealant, or failure to rotate the tire(s) on a vehicle every 7,500 miles; or a tire purchased or used outside the United States; a tire 35 inches or larger; a tire used primarily for off-road use; or a tire purchased or used for commercial purposes.
- (b) with respect to the tire, this Limited Warranty is in lieu of any other warranty, express or implied, or any other obligation or liability of ST.

Applicable Law. With respect to any lawsuit or other action arising out of this Limited Warranty, or its interpretation or enforcement, or the purchase of a tire from or through ST, the sale of a tire by ST, or damages arising from the use of such tire,

- (a) it must be brought exclusively in the courts for Davidson or Williamson County, Tennessee, or United States District Court for the Middle District of Tennessee.
- (b) the laws of the state of Tennessee shall apply.

CONSENT TO JURISDICTION AND VENUE. FURTHER, IN PURCHASING A TIRE FROM OR THROUGH ST, YOU SPECIFICALLY AND IRREVOCABLY CONSENT TO THE JURISDICTION AND VENUE OF THE TENNESSEE STATE COURTS LOCATED IN DAVIDSON COUNTY OR WILLIAMSON COUNTY, TENNESSEE, AND/OR THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF TENNESSEE FOR ANY DISPUTES OR ACTIONS ARISING OUT OF THIS LIMITED WARRANTY, ITS INTERPRETATION AND/OR ENFORCEMENT, THE PURCHASE OF A TIRE FROM OR THROUGH ST, THE SALE OF A TIRE BY ST, AND/OR DAMAGES ARISING FROM THE USE OF SUCH TIRE; AND YOU AGREE THAT ANY LAWSUIT OR OTHER ACTION ARISING THEREFROM MUST BE BROUGHT IN SUCH COURTS. ANY OBJECTION WHICH YOU MAY HAVE BASED ON IMPROPER JURISDICTION, VENUE OR FORUM NON CONVENIENS TO THE CONDUCT OF ANY LAWSUIT OR OTHER ACTION IN ANY SUCH COURT IS WAIVED.

WAIVER OF RIGHT TO TRIAL BY JURY. IN PURCHASING A TIRE FROM OR THROUGH ST, YOU HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE RIGHT TO HAVE A TRIAL BY JURY WITH RESPECT TO ANY LAWSUIT OR OTHER ACTION, WHETHER IN CONTRACT OR TORT, AT LAW OR IN EQUITY, OR OTHERWISE, ARISING OUT OF THIS LIMITED WARRANTY, OR ITS INTERPRETATION OR

ENFORCEMENT, OR THE PURCHASE OF A TIRE FROM OR THROUGH ST, THE SALE OF A TIRE BY ST, THE USE OF THE TIRE, AND/OR DAMAGES ARISING FROM THE USE OF SUCH TIRE.

Severability. The provisions of this Limited Warranty are severable, such that if any provision is properly determined to be invalid, illegal or unenforceable, then: (a) the other provisions shall remain valid, legal and enforceable; and (b) such invalid, illegal or unenforceable provision shall interpreted and applied in such a manner as to make it valid, legal and enforceable but keeping it as close to its original meaning as possible.

No Modification. No ST representative, agent or employee, or retailer or wholesaler has the authority to make or imply any representation, promise or agreement, which in any way conflicts with or changes the terms of this Limited Warranty.