# POWER KING® TOWMAX STR II PREMIUM WARRANTY CLAIM FORM Tire Removal Date: \_\_\_\_/\_\_\_/ Year: \_\_\_\_ Make:\_\_\_ Reason Removed: Model of Vehicle: Owner's Name: \_\_\_\_ Dealer's Name: Dealer's Address: Address: City: State: \_\_\_\_\_ Zip: City: \_\_\_\_\_ State: \_\_\_\_ Zip:\_\_\_\_ Tire Size: Dealer's Signature: Tire Identification Number, Tires: Owner's Signature: #1:\_\_\_\_\_\_\_#2:\_\_\_\_ #3 #4: Power King Towmax is a registered trademark of TBC Trademarks, LLC. PKTM-0415



PALM BEACH GARDENS, FL 33410

TBC CORPORATION

# POWER KING TOWMAX STR II PREMIUM LIMITED WARRANTY

# www.towmaxtires.com

This Limited Warranty is made by TBC Brands and applies to the Power King TOWMAX® STR II trailer tires purchased on or after June 1, 2015. The original purchaser is entitled to the benefits of this limited warranty unless a warranty exclusion applies or the purchaser has failed to comply with this Limited Warranty's use, maintenance, or tire rotation requirements

#### ELIGIBILITY FOR LIMITED WARRANTY COVERAGE

You must be the original purchaser of a warranted tire and the tire must have been continuously installed on the vehicle on which it was first installed. Your sales receipt is your proof of purchase and the vehicle upon which the tire was originally installed. This limited tire warranty is not transferable to another vehicle or to another person.

A tire's "Useable Tread Life" is the original tread groove depth down to the treadwear safety indicator bars that are molded into the tire groove. The treadwear indicators are reached when only 2/32nds of an inch of tire tread remains. A tire has delivered its full "Useable Tread Life" when its original new tire tread has become worn down to the treadwear indicators at 2/32" (1.6 millimeters) of tread remaining. Tires become unsafe for use and must be replaced to avoid accident or injury when the tread depth remaining is 2/32" or less. The Limited Tread Life Warranty does not cover and you are responsible for the charges for mounting and balancing the replacement tire, and applicable taxes.

#### LIMITED WARRANTY AGAINST DEFECTS IN WORKMANSHIP and MATERIALS

All Power King TOWMAX® tire lines are warranted against failures due to defects in workmanship and materials for the life of the original tread, or five years from the date or purchase, (whichever comes first). A no-charge warranty replacement is available for all other Power King TOWMAX® tire lines if a defect in material or workmanship occurs during the first 2/32nds of an inch of Useable Tread. If you are entitled to receive a no-charge warranty replacement tire, the mounting and balancing of that tire will also be provided at no charge.

If a Power King TOWMAX® tire fails due to a defect in workmanship or materials after the applicable no-charge replacement period specified above for the Power King TOWMAX® tire line you purchased, you will be entitled to a prorated allowance applicable to the purchase price of a comparable new Power King TOWMAX® or other tire brand marketed by TBC Brands. This replacement tire allowance will be prorated and calculated by dividing the number of 32nds of Useable Tread remaining when the tire is presented for warranty replacement (rounding to the nearest 32nd of an inch) by the total number of 32nds of an inch of Useable Tread.

You will be responsible for the charges applicable for mounting, balancing and taxes for the warranty replacement tire when the tire fails due to defects in material or workmanship after your Power King TOWMAX® tire line no-charge replacement period has ended. Once the Useable Tread of a Power King TOWMAX® tire has been exhausted, this warranty for defects in material and workmanship has also been exhausted and the benefits of the Limited Warranty terminate.

# LIMITED RIDE DISTURBANCE WARRANTY

If you experience "Ride Disturbance" attributable solely to the Power King TOWMAX® tire you purchased during the first 2/32nds of an inch of Useable Tread Life, we will replace the tire causing the Ride Disturbance with a comparable new TOWMAX® tire without charge for the replacement tire, mounting, balancing or taxes. "Ride Disturbance" occurs when a tire does not deliver a satisfactory ride or displays an unsatisfactory road handling characteristic that is attributable solely to the tire. Ride Disturbance may be caused by many other mechanical issues, including improper alignment and failing shock absorbers and brakes. Normally, Ride Disturbance should not be present when tires are properly mounted and balanced, and never occurs on all four tires. Therefore, a Ride Disturbance Warranty will not apply to all four tires. Ride Disturbance warranty claims will not be honored after the first 2/32nds of an inch of

# WARRANTY EXCLUSIONS and LIMITATIONS

The exclusions and limitations on the applicability of this warranty set forth in this section and other sections should be read carefully because they may determine whether you are entitled to a warranty replacement or a warranty replacement allowance. The limited warranties for the Power King TOWMAX® tire you purchased do not apply if one of the following conditions applies or the tire failed because:

- tires installed on a vehicle registered or normally used outside the United States and Canada
- · the tire was transferred to another vehicle after it was originally installed
- tires installed on a vehicle with a malfunctioning odometer
- the tire is branded as "Blemish" or "NA" or the molded DOT number has been removed or disfigured
- the tire was repaired in a manner that does not comply with Rubber Manufacturers Association
- road hazard, potholes, or collision damage, improper mounting or balancing, vandalism, theft, racing, off-road use, long-term improper storage or other abuse
- over and under inflation, overloading, or failure to maintain proper tire pressure
- addition of liquids, solids or gases (other than air, nitrogen, carbon dioxide)
- ozone or weather cracks or checking occurring four (4) years after the date of purchase or, if that proof is not available, four (4) years after the DOT serial date
- vehicle mechanical failures, improper alignment, brake and shock failure, or improperly aligned tires causing "irregular treadwear" (i.e. tread groove depth difference of 2/32nds of an inch or more on the same tire)
- . the wheel on which the tire is mounted is defective or fails
- alteration of tread design to improve traction (e.g., siping) or grinding to improve uniformity, or sidewall

Your legal rights vary from state to state. To the extent permitted by the laws of your state, this Limited Warranty does not cover and expressly excludes any coverage for personal injury, property damage, loss of time, inconvenience, loss of use of your vehicle or tire, or any other incidental or consequential damages. No express warranty is given other than those expressly stated in this Limited Warranty booklet. Any implied warranty of merchantability, fitness for a particular purpose or otherwise, is limited in duration and expire when the tire's Useable Tread is exhausted as specified in this limited warranty. This is the only warranty that applies to the Power King TOWMAX® tires purchased by you and supersedes and replaces the terms of any previous warranty. TBC Brands neither assumes nor extends, nor authorizes any other person or entity to assume or extend on its behalf, any other or different warranty obligation

\$

Q

**\$** 

\$

•

\$

\$

•

\$

\$

\$

4

\$

•

D

\$

\$

\$

#### **OWNER OBLIGATIONS**

It is your obligation to present the tire for which you are seeking a warranty replacement or a replacement allowance to a Power King TOWMAX $^{\circ}$  tire dealer. Until a tire is accepted by the dealer for warranty replacement or allowance, the tire remains the responsibility of the purchaser. Once the tire is accepted by the dealer for Limited Warranty replacement or allowance, you agree to relinquish all ownership and all rights to the tire. To locate a dealer near you, contact TBC Brands by telephone toll-free during normal business hours at 866-822-4968.

If there is a dispute with respect to the application of this warranty you must make the tire available for further inspection.

When you purchased your Power King TOWMAX® tire, the dealer presented you with proof of its purchase in the form of a sales receipt, warranty registration form, and this Limited Warranty Booklet. That receipt also recorded and provides proof of important information that you must present when you seek the benefits of this Limited Warranty. You should retain the purchase receipt because no warranty claim will be accepted by your Power King TOWMAX® dealer or TBC Brands unless you retain and present the following to the dealer when you seek to the benefits of this limited warranty:

- proof of your purchase of the Power King TOWMAX® tire presented
- proof of the date of your purchase (if none is presented the date of manufacture will be used for the purposes of this Limited Warranty)
- proof as to the vehicle on which this tire was mounted
- the mileage of the vehicle on which this tire was mounted on the date of purchase
- proof that the tire was properly rotated at the required intervals when a Tread Life Warranty claim is presented

## **LEGAL RIGHTS**

This Limited Warranty gives you legal rights, and you may have additional legal rights under applicable federal statutes and regulations or state law. Your legal rights under state law may vary state to state.

### IMPORTANT SAFETY WARNINGS AND INFORMATION

Power King TOWMAX® tire owners should follow these safety tips to avoid serious accident

- Tire under inflation, over inflation or overloading can cause tire failure (you must adhere to directions in the manufacturer's owner's manual or tire placard in the vehicle for proper tire pressures for the front and rear tires)
- Be sure that the tire valve caps are all present and securely attached, the valve cap is one of the primary seals against air leaks
- Tires should be mounted by only specially trained personnel
- Match the tire's diameter with the wheel rim's bead seat diameter (for example, a 15 inch tire must only be mounted on a 15 inch wheel)
- Inflation pressure should be checked, using an accurate tire gauge, at least once a month check pressure when the tire is cool; never bleed hot tires as it may lead to under inflation after cooling; but never allow children to check, inflate or deflate tires
- Before towing a trailer, check with your dealer to determine proper tire sizing and pressures that may be required because of the trailer load
- Check tires frequently for cuts, bulges, abnormal or uneven wear, abrasions, glass or metal debris and impact damage
- Repairs to tires must always consist of a plug combined with a patch applied to the inside of the tire when the tire is removed from the wheel; plug repairs only are improper and are prone to leaks and sudden failures
- Avoid road hazards, debris, curbs and potholes which can damage your tires, wheels and alignment
- Never over inflate your tire and never exceed the maximum pressure and load molded in the tire sidewall and only inflate tire to maximum pressure when your tires are carrying the maximum load
- Have tire punctures repaired by the trained personnel at a Power King TOWMAX® dealer
- If your vehicle is stuck in snow, mud, sand or is impeded by a physical obstruction, such as a ditch, avoid excessive tire spinning; never exceed 35 miles an hour on the speedometer when spinning a tire as the centrifugal force generated above that speed could result in tire deformation or explosion. Instead, use gentle forward and backward motion to free the vehicle
- Best tire performance is achieved when all tires are of the same type and the size that is recommended by the vehicle manufacturer for the particular axle. Never mount radial ply tires on the same axle as non-radial ply tires; never mount radial tires on the front axle when non-radial tires are mounted on the rear axle as these conditions can create vehicle instability resulting in sudden loss of control, damage and injury
- It is recommended that all four (4) tires on a passenger or light truck vehicle be replaced at the same time. However, when only two (2) tires are replaced, the new tires should be installed on the rear axle to achieve better driving performance and safety
- Never drive on tires that have less than 2/32nds of an inch of tread remaining; replace tires as soon as the tread reaches the treadwear indicators molded into the tread grooves of the tire which reveal when the tread depth remaining is 2/32nds of an inch. Continued use creates a serious risk of tire failure, loss of control and serious injury
- Never operate your vehicle at speeds above that posted or speeds that are not justified by the