

**TP COMMERCIAL SOLUTIONS, LLC
REPLACEMENT LIMITED WARRANTY
COMMERCIAL TRUCK & BUS TIRES**

What Is Warranted and Who Is Eligible Under the Limited Warranty?

TP Commercial Solutions LLC (TPCS), 100 Pirelli Drive, PO Box 700, Rome, GA 30161-7000, warrants to the original purchaser that all TPCS Brand (defined below) replacement tires with a complete Department of Transportation tire identification number and warranted by TPCS either directly or through an authorized Dealer and which are mounted on trucks and buses within the U.S.A. and Canada will be free from anomalies in workmanship and materials. The TPCS Replacement Limited Warranty is subject to periodic revision; see the Tire Warranty section at <https://www.pirelli.com/commercial/us> for the latest version.

Definitions

Replacement Tires are defined as tires mounted to your vehicle after the Original Equipment tires have been removed.

“TPCS Brand” replacement tires include new Pirelli or Formula branded truck or bus tires bearing a Department of Transportation (DOT) tire identification number.

What Is the Adjustment Policy and For How Long?

If a warranted tire becomes unserviceable due to workmanship or material anomalies during its initial warranty period, which is one (1) year from the date of original retail purchase of replacement tires (purchase receipt required) or within the first 2/32” of the original usable tread, whichever occurs first, the tire will be replaced with the same or comparable tire at no charge to the owner.

After the initial warranty period, if a TPCS Brand tire becomes unserviceable due to workmanship or material anomalies, the owner will be entitled to receive a Pro-Rated Adjustment Amount based on remaining tread depth as follows:

$$\text{Pro-Rated Adjustment Amount} = \text{Used Tread Depth} / (\text{Original Tread Depth} - 4/32) \times (\text{Original Tire Price Paid by owner})$$

If owner is unable to show evidence of the original tire price paid then the Original Tire Price shall be equal to the purchase price of the adjusting dealer at time of adjustment. You are responsible for all mounting, balancing, disposal fees, servicing costs and all applicable taxes, including FET, which will not be included in the pricing for adjustment calculations.

Ride related warranty claims must be submitted within the first 2/32" of wear or within one (1) year from the date of original purchase of replacement tires (purchase receipt required), whichever comes first, to be considered. If accepted, the tire will be replaced at no charge or a credit will be given for 100% of the current dealer selling price.

A tire has delivered its original usable tread life when it has been worn down to the top of the built-in indicators in the tread grooves.

The following guidelines for removal are to be considered regardless of age or mileage:

- 4/32nds for tires used in the steering position;
- 2/32nds for tires used in all other applications.

Enhanced Casing Limited Warranty

Pirelli Premium Pentathlon :01 Series

In addition to the above workmanship and material warranty, TPCS warrants its Line Haul designated tire casings Pirelli Pentathlon :01 Series, to be covered by a seven (7) year or 700,000 total mile usage or three (3) retreads, whichever occurs first. Should the Pirelli Pentathlon :01 Series casing be subject to warranty in TPCS's or their authorized agent sole discretion, TPCS will provide casing credit at the then prevailing market value for said tire casing but not below the following reference values:

Virgin Casing	\$60.00
2 nd Retread	\$50.00
3 rd Retread	\$40.00

You are responsible for all mounting, balancing, disposal fees, servicing costs and all applicable taxes, including FET which will not be included in the pricing for adjustment calculations.

All Other Pirelli Branded Tires

TPCS further warrants all other Pirelli branded tire casings, excluding tires used primarily in off road applications, to be covered for three (3) retreads or up to 5 years from the date of purchase, whichever occurs first. If the original invoice is not available, the casing will remain under warranty for 5 years from date of manufacture per D.O.T date code.

Should all other eligible Pirelli branded tire casings be subject to warranty due to unserviceable conditions in TPCS's or their authorized agent sole discretion, TPCS will provide casing credit at the prevailing market value for said tire, but not below the following reference values:

Virgin Casing	\$60.00
2 nd Retread	\$50.00
3 rd Retread	\$40.00

You are responsible for all mounting, balancing, disposal fees, servicing costs and all applicable taxes, including FET which will not be included in the pricing for adjustment calculations.

Formula Branded Tires

TPCS further warrants all other Formula branded tire casings, excluding tires used primarily in off road applications, to be covered for two (2) retreads or up to 5 years from the date of purchase, whichever occurs first. If the original invoice is not available, the casing will remain under warranty for 5 years from date of manufacture per D.O.T date code.

Should the eligible Formula branded tire casings be subject to warranty due to unserviceable conditions in TPCS's or their authorized agent sole discretion, TPCS will provide casing credit at the prevailing market value for said tire, but not below the following reference values:

Virgin Casing	\$50.00
2 nd Life	\$40.00

Casing Credit Market Value will be based on DOT date, condition and local market.

You are responsible for all mounting, balancing, disposal fees, servicing costs and all applicable taxes, including FET which will not be included in the pricing for adjustment calculations.

What Is Not Covered by the Limited Warranty?

- Tires on any vehicle registered and normally operated outside the United States of America or Canada.
- Tires which are misapplied due to improper fitment, insufficient Speed Rating and/or Load Range / Ply Rating / Load Index, overload, being undersized/oversized, incorrect rim / wheel size / width.
- Ride related anomalies after the first 2/32" of tread wear.
- Claims for irregular wear or rapid wear.
- Tires damaged from improper mounting/demounting practices, abuse, misuse, or neglect including but not limited to under inflation.
- Tires that have been used in under-inflated conditions.
- Tires improperly repaired or with repairs not conforming to the recommended practices of RMA - Rubber Manufacturers Association, TRMG - Tread Rubber & Tire Repair Materials Manufacturer's Group, TMC – Technology & Maintenance Council , TIA – Tire Industry Association or with section repairs, or with a self-vulcanizing plug only or patch only.
- Tires in which anything other than air or nitrogen has been used as the support medium.
- Tires injected with liquid balancer or sealant or any other balancing material or tire filler unless an inspection of the tire reveal that the presence of such materials was not the cause of the anomaly.
- Other than tires which have been properly retreaded, tires which have been modified by the addition or removal of material or any tire intentionally altered to change its appearance or performance.
- Tires removed in multiples when only one tire can be claimed, or is suspect of a claim.
- Tires which become unserviceable because of tire operation in excess of tire – wheel / rim manufacturers' specifications and recommendations, including spinning or dynamometer use.
- Tires which emit excessive noise or become unserviceable because of a mechanical irregularity in the vehicle such as, but not limited to, misalignment, defective brakes, defective shock absorbers or struts, or improper rims / wheels.
- Tires damaged by fire, chemical corrosion/contamination, vandalism, wrecks, theft, run while flat, underinflated, overinflated or abused during servicing.
- Tires affected by flat spotting caused by improper transport or storage.
- Tires which become unserviceable because of road hazard injuries (e.g., nails, glass, metal objects) or other penetrations or snags, bruises or impact damage.
- Tires that have been improperly stored.
- Mechanical condition of the vehicle. These include issues with the vehicle or wheel / rim such as bent wheel / rim assemblies, misalignment, misuse, negligence, racing, chain damage, or improper mounting or demounting.
- Tires which are intended for on-road service, but have been used in on-off or off-road conditions.

- Tires with excessive ozone or weather cracking as a result of operating environment or improper handling or storage.
- Tires improperly retreaded, including, without limitation: improper or inadequate inspection, preparation, equipment, material, repair.
- Tire dealer/retailer services: mounting, demounting, balancing, tire rotation, alignment costs, the cost of applicable federal, state, and local taxes.
- Loss of time, loss of use of vehicle, inconvenience, incidental or consequential damages.

Owner's Responsibilities

The owner is responsible for proper tire care and maintenance. Maintain the correct tire pressure recommended by the vehicle manufacturer by frequently checking the tire pressure with an accurate and calibrated pressure gauge. It is also your obligation to maintain proper alignment and tire/wheel assembly balance. Owner has the responsibility to operate the vehicle within tire/vehicle load capacity and speed limitations as recommended by vehicle manufacturer. Following these recommendations will improve tire life and your satisfaction with the tires.

CAUTION:

Please be aware that it is important to ensure that, before fitting the suggested tires, the fitting is allowed by the technical specifications of the vehicle, the vehicle manufacturer and the relevant homologations. TPCS does not express any view as to the compatibility of the tire / wheel combination with the technical specifications for the chassis and vehicle.

TO MAINTAIN VEHICLE DYNAMICS AND LOAD CARRYING CAPACITY, REPLACEMENT TIRES MUST ALWAYS HAVE TIRE SIZE, LOAD RANGE / PLY RATING / LOAD INDEX AND SPEED RATING THAT EQUAL OR EXCEED THAT OF THE ORIGINAL EQUIPMENT TIRES OF THE VEHICLE.

How to Make a Claim under This Limited Warranty

To receive consideration for warranty coverage, tire(s) must be returned to any TPCS authorized dealer. If the TPCS authorized dealer believes that the tire(s) may be covered by this Limited Warranty, it will submit the tire(s) to TPCS. TPCS will then make a determination regarding qualification for coverage under this Limited Warranty.

When making a claim under the terms of this Limited Warranty, you must present the tire along with the proof of purchase to any authorized TPCS Dealer. Once tires are returned to TPCS by an authorized TPCS dealer and warranty credit has been issued, the submitted tires become the property of TPCS. To locate an authorized TPCS Dealer in your area, call 1-800-747-3554.

WARRANTY AND REMEDY LIMITATIONS

THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY GIVEN BY TPCS, APPLICABLE TO TPCS BRAND TIRES. TPCS DOES NOT MAKE ANY OTHER EXPRESS WARRANTY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (WHICH ARE EXPRESSLY DISCLAIMED). TPCS DOES NOT AUTHORIZE ANY OTHER PERSON, INCLUDING AUTHORIZED TPCS DEALERS OR VEHICLE MANUFACTURERS, OR VEHICLE DEALERS, TO CHANGE THIS WARRANTY OR CREATE ANY OTHER OBLIGATION IN CONNECTION WITH TPCS BRAND TIRES.

THE RIGHTS AND REMEDIES AVAILABLE ARE LIMITED TO THOSE RIGHTS AND REMEDIES STATED IN THIS LIMITED WARRANTY. ALL OTHER REMEDIES ARE EXCLUDED. IN NO EVENT SHALL TPCS BE RESPONSIBLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGE(S) IN CONNECTION WITH A TPCS BRAND TIRE, WHETHER FOR BREACH OF THIS LIMITED WARRANTY, OTHER CONTRACT BREACH, NEGLIGENCE OR OTHER TORT, OR ANY STRICT LIABILITY THEORY.

Conditions and Exclusions:

Unless these limitations are prohibited by state law, this Limited Warranty does not provide compensation for loss of time, loss of use of vehicle, inconvenience, or incidental or consequential damages. Tires/casings presented for claim remain the property of the owner/consumer, and TPCS and its affiliated companies accepts no responsibility for loss of, or damage to, tires/casings, which are in the custody or control of a TPCS Truck Tire Retailer or distributor for the purpose of inspection for warranty adjustment. Tires accepted for claim become property of TPCS. In the event of a disputed claim, the owner/consumer must make the tire available for further inspection. No TPCS representative, agent, employee or retailer has the authority to make or imply any representation, promise or agreement, which in any way varies the terms of this Limited Warranty. This Limited Warranty applies only in the United States and Canada.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

If further assistance or information is needed regarding TPCS Brand tires please contact:

TP Commercial Solutions LLC
Warranty & Commercial Affairs Group
Monday through Friday
8:00 AM to 6:00 PM Eastern Standard Time
1-800-747-3554
consumer.affairs@pirelli.com