

Limited Warranty

Eligibility

This Limited Warranty applies only to the original retail purchaser of Tredit Tire H188ST Series tires. The type of tire you purchased can be determined by reference to the name and serial number located on the sidewall of your tire

What this Warranty Covers

Subject to the terms and conditions stated in this Limited Warranty, Tredit will replace or provide an appropriate allowance for, any H188ST Series tire sold and used in the United States and/or Canada, that fails due to a defect in material and/or workmanship including weather cracking for a period of two (2) years from the date of purchase. The date of purchase shall be determined by referencing your trailer or tire invoice. If you cannot provide your trailer or tire invoice, your coverage will be determined with reference to the date of tire manufacture, determined by the Department of Transportation (DOT) prescribed tire identification numbers, located on the sidewall of the tire.

What Tredit Will Do

Determination of whether a defect in material and/or workmanship exists will be made by Tredit, in its sole discretion, after examination of the tire. If Tredit determines that a defect in material and/or workmanship exists in your tire, the following shall apply:

1. If the tire failed during the first 2/32 inch (1.6 mm) of original usable tread depth and within 12 months from the date of purchase, Tredit will replace the tire free of charge with a comparable new tire from Tredit's then current inventory. A "comparable" new tire may be either the same line of tire or, if the same tire is unavailable, a tire of the same basic or equal construction and quality with different sidewall or treadwear configuration.
2. If the tire failed beyond the first 2/32 inch (1.6 mm) of original usable tread depth, Tredit will provide you with a reasonable allowance towards the purchase of the same or a comparable new tire from Tredit's then current inventory, at the retail selling price prevailing at the time of the replacement. The allowance will be based upon a pro-rata charge determined by the used tread depth. For example, if 60% of the original tread depth remains on the failed tire, you will be entitled to a 60% discount off of the retail price of a new same or comparable tire.
3. If the failed tire has less than 2/32 inch (1.6 mm) of tread depth, is worn down to tread wear indicators, or fails after 36 months from the date of purchase, the tire is deemed to have served its full useful life and Tredit will provide no replacement allowance.

What You Must Do

In order to make a claim under this Limited Warranty, you must present the failed tire to a Tredit Tire distributor or participating dealer in the USA or Canada, along with proof of your purchase date, such as an original trailer dealer or tire retailer invoice or contact Tredit at (866) 443-9907. Tires accepted for claim under this Limited Warranty become the property of Tredit. You must make your claim within 30 days of your discovery of the alleged defect.

You must pay the adjusted price of the new tire (current retail price less applicable allowance). You also are responsible for all labor costs for mounting and balancing and all applicable taxes associated with your tire replacement. If a higher priced tire is accepted as a replacement, you will be responsible for the difference in price.

This Limited Warranty does not apply to:

1. Damage, failure, or irregular or premature treadwear, caused by, resulting from, or arising out of fire, accident, chemical corrosion, malicious mischief, vandalism, or road

hazards. Examples of road hazards include, without limitation: nails; glass; rocks; curbs; other foreign objects; and natural and manmade obstructions or obstacles, such as excavations, construction, potholes, and chuckholes. Damage caused by road hazards can include, without limitation: cuts, snags, carcass bruises,

2. Damage, failure, or irregular or premature treadwear, caused by, resulting from, or arising out of improper operation or maintenance such as, without limitation: misapplication; neglect; misuse; running flat; overloading; under-or-over inflation; excessive speed; improper wheel alignment; improper installation; improper mounting or dismounting; use of puncture sealants, tire plugs, or fillers; noncompliance with safety, usage, or maintenance instructions or parameters; or any alteration to the tire such as, without limitation, grooving, bead or sidewall decorative material, or the addition of a white inlay (whitewall) to any tire.
3. Out of round tires returned after the first 10% of treadwear.

Limitations and Exclusions

This Limited Warranty is the only applicable warranty, and **ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY LIMITED TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY.** Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

To the extent permitted by law, **TREDIT EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY FOR ANY INCIDENTAL AND CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF TIME, INCONVENIENCE, LOSS OF USE OF TRAILER, COSTS OF TOWING OR TRANSPORTATION, AND VEHICLE/TRAILER DAMAGE.**

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.

Tredit makes no express claims of expected tire wear. Tire wear can be affected by many variables including, without limitation driving conditions, load, and tire inflation. Nothing in this warranty is intended to be a representation that tire failures cannot occur.

No one, including Tredit employees, representatives, or dealers has the authority to make or imply any warranties, promises or agreements which in any way vary from the terms of this Limited Warranty.

Dispute Resolution

Any controversy or claim arising out of or relating to this Limited Warranty, or the sale or use of any tire, or any breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The place of arbitration shall be Elkhart, Indiana. This agreement shall be governed by and interpreted in accordance with the laws of the State of Indiana. The parties acknowledge that this agreement evidences a transaction involving interstate commerce. The Federal Arbitration Act, 9 U.S.C. §2 et seq., also known as the United States Arbitration Act, shall govern the interpretation, enforcement and proceedings pursuant to the arbitration clause in this agreement.

Legal Remedies

This warranty gives you specific legal rights, and you may also have other rights which vary from State to State.