

# **LIMITED TREADWEAR WARRANTY FOR TIRES PURCHASED FROM AND INSTALLED AT WAL-MART STORES, INC.**

## **1. TIRES COVERED BY THIS WARRANTY**

This limited treadwear warranty applies to all tires that have a posted limited treadwear warranty when purchased from Wal-Mart Stores, Inc. (“Walmart”) or Walmart.com and installed at your local Walmart.

This warranty is backed by Walmart. This warranty protects the original purchaser from premature tire wear by providing a pro-rata replacement if the tread wears out before reaching the warranted mileage based on your Walmart invoice. The original tread will be considered to be worn down when there are 2/32nds of an inch (1.6 mm) of tread remaining.

If a tire does not reach the warranted mileage prior to becoming worn down to 2/32nds of an inch of tread, and you have complied with the terms and conditions of the warranty, Walmart will replace the tires as described under “HOW REPLACEMENT CHARGES ARE CALCULATED.”

Tires that wear out before achieving the warranted mileage will be replaced on a pro rata basis **ONLY IF:**

- You are the original purchaser of the tires, you own the vehicle on which they were originally installed, and the tires have been used only on that vehicle;
- At the time of the adjustment claim, the original tire installation record and the original invoice for purchase of the tires are presented to your local Walmart.
- The tires have not become unserviceable due to a condition listed under **WHAT IS NOT COVERED.**

## **2. WHAT IS NOT COVERED**

This warranty **DOES NOT COVER** tires that have become unserviceable due to:

- Road hazard injury (e.g., cut, snag, impact damage or puncture);
- Improper repair;
- Misapplication, racing, under-inflation, over-inflation, or other abuse;
- Uneven or rapid wear caused by mechanical irregularity in the vehicle such as wheel misalignment;
- Accident, fire, chemical corrosion, tire alteration or vandalism;
- Flat spotting caused by improper storage, or brakelock; or
- Cosmetic ozone or weather cracking.

In addition to the above exclusions, **THE WARRANTY DOES NOT APPLY** to:

- Tires that have been used in commercial applications, including but not limited to taxi service, towing, government use, and contract sales;
- Tires that have been used for racing or off-road purposes;
- Tires that have been installed on any vehicle other than the vehicle on which they were originally installed; or
- Tires that have had the tread pattern altered in any manner such as, but not limited to, siping, carving, shaving, or having any material applied to the surface.

### **3. HOW REPLACEMENT CHARGES ARE CALCULATED**

A mileage tire meeting the conditions for pro rata replacement will be replaced with a comparable new tire based on mileage remaining, in the form of a Walmart store credit. Walmart will determine the credit amount by multiplying the percent of mileage remaining by the then current actual selling price at Walmart. **In addition to the difference between the cost of the replacement tire and the credit amount, you pay the tire installation cost and applicable taxes and government-mandated charges. Installation costs would include balancing of the new tire, new valve stem, TPMS reset fee if applicable, and road hazard fee if selected by the customer for purchase.**

FOR EXAMPLE, if a tire warranted for 40,000 miles wore out after 30,000 miles, you would receive a credit of 25% (remaining portion of the mileage warranty) of the current price of that tire toward the current price of a new or replacement tire. If the price for a comparable tire is \$120, you will pay \$90 plus any additional charges such as tire installation cost and any other applicable taxes and fees. **Installation costs would include balancing of the new tire, new valve stem, TPMS reset fee if applicable, and road hazard fee if selected by the customer for purchase.**

### **4. WHAT THE CONSUMER MUST DO WHEN MAKING A CLAIM**

When making a claim under the terms of this limited warranty, you must present your tires and the vehicle on which the tires were used to your local Walmart for inspection. To find the location of the nearest Walmart that can process the replacement request, visit our website at <http://www.walmart.com>. You must present your original invoice and your Walmart installation record.

### **5. CONDITIONS AND EXCLUSIONS**

This limited warranty does not provide compensation for loss of time, loss of use of vehicle, inconvenience, or incidental or consequential damages. 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.

In the event of a disputed claim, you must make the tire available for further inspection. Tires accepted for the claim become Walmart's property.

No Walmart representative or employee has the authority to make or imply any representation, promise or agreement that differs in any way from the terms of this warranty.

This warranty only applies in the United States.

### **6. CONSUMER RIGHTS**

This warranty gives you specific legal rights. You may also have other rights which vary from state to state.