

# Crossmax Road Hazard

For Crossmax Brand Passenger and Light Truck Tires Distributed by Horizon Tire, Inc

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## ROAD HAZARD WARRANTY

Eligible Tires rendered unserviceable due to non-repairable road hazard must meet following guidelines:

- Tire must be listed in eligible products for Road Hazard
- Applicable and honored during the first 2/32nds of the original tread depth
- Tire must be within one year from date of purchase and installation

Qualifying tires will be replaced free of charge with a comparable Crossmax produced tire. Taxes and service charges are not included. The eligible products for Road Hazard warranty are as follows:

- CT-1 Premium Touring
- CHTS-1 Highway
- AT-1 All Terrain

## What is covered

- (1) Damage due to cuts, punctures, snags, bruises, tears, impact breaks, etc.
- (2) Products sold and used on vehicles registered and operated in the United States, excluding Puerto Rico
- (3) Road Hazard Warranty is only available to the original purchaser of the product and is not transferable.

## What is not covered

Repairable punctures or the cost of repairable punctures are not covered under this warranty. All exclusions described under the section of "what is not covered" within this limited Warranty and other exclusions include, but are not limited to, effects caused by:

- (1) A tire that is damaged/failed due to vandalism.
- (2) A tire that is damaged/failed due to an accident.
- (3) A tire that is damaged/failed due to commercial, industrial or agricultural use.
- (4) A tire that is damaged/failed due to racing.
- (5) A tire that damaged/failed due to off-road use.
- (6) A tire that is damaged/failed due to snow chains or studs.
- (7) A tire that is damaged/failed due to rapid or irregular wear.
- (8) A tire that is damaged/failed due to wear from worn mechanical components on the vehicle.
- (9) Tires transferred from the vehicle on which they were originally installed.
- (10) Loss of time, inconvenience, loss of use of vehicle or consequential damage.
- (11) Any tires used on any emergency response vehicle.
- (12) Road hazard, after 12 months of the purchase and installation date including but not limited to damage such as cuts, snags, punctures or tire repair, bruises, impact breaks, tire plugs and/or any other damage caused by tire repair.
- (13) Repair or replacement of tire pressure monitoring systems (TPMS) and/or devices and components associated with TPMS
- (14) Consequential, incidental, and/or secondary damages;
- (15) Any costs that **You** may incur as a result of the need to replace a tire other than the **Program Benefits**;
- (16) Any expenses arising because the **Covered Vehicle** is not available for use;
- (17) Liability for damage to property, injury to or death of any person arising out of the operation, maintenance or use of the **Covered Vehicle** whether or not related to tire damage;
- (18) Storage or freight charges;

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply.

## Disclaimer

All implied warranties, including any warranty of merchantability or fitness for a particular purpose, are limited to the duration of this warranty. All obligations or liabilities for indirect, incidental or consequential damages are excluded to the extent permitted by law, to include economic loss, loss of profit, loss of use of vehicle, loss of time, inconvenience, personal injury or death. Some states/provinces do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusions may not apply. This warranty gives the customer legal rights that are subject to vary from state to state. This is the only express warranty applicable to items sold by HORIZON TIRE, and supersedes the terms of any previous warranty