

# Fountain Tire 5 Year Road Hazard Protection Plan

## Fountain Tire 5 Year Road Hazard Protection Plan (The "Plan") - Effective April 1, 2011

This Plan applies to all passenger vehicle tires (the "Passenger Tires"), P-metric light truck tires, and Goodyear Wrangler SilentArmor, "LT" light truck tires (collectively the "Light Truck Tires") (the Passenger Tires and Light Truck Tires are referred to herein as the "Tires").

### Eligibility

Subject to the limitations contained in this Plan, all Tires that suffer a cut or puncture caused directly by debris on a roadway (collectively referred to herein as the "Damage") within sixty months from date of purchase that cannot be repaired, as determined by Fountain Tire, will be replaced with the same type of new Tire (if available) or, a comparable new Tire of the same basic construction, as selected by Fountain Tire, if the same type of new Tire is not available. The cost to you for the replacement Tire will be:

1. Fountain Tire's everyday regular selling price of the replacement Tire at the time of replacement multiplied by the percentage of the original useable Tire tread left on the Tire that has suffered Damage as calculated by Fountain Tire, and
2. A tire-processing fee of \$10 per regular Passenger Tire, \$20 per high performance Passenger Tire or Light Truck Tire, mounting and balancing charges, and any applicable sales taxes (the "Costs").

**EXAMPLE:** Assume the everyday regular selling price of the replacement Tire at the time of replacement is \$100.00. If the Tire that suffered Damage had an original 10/32" of tread (i.e. 8/32" would be usable tread as 2/32" of every Tire is considered not usable) and, at the time of inspection, it is determined by Fountain Tire to have 4/32" of usable tread remaining (i.e. 50% of the original usable tread), the replacement Tire would cost you \$100.00 multiplied by 50% or in other words \$50.00 plus the Costs.

### Plan Limitations

The following are not covered by this Plan:

- Tires that are more than five (5) years old.
- Tires that were not purchased from Fountain Tire.
- Tires used in commercial applications (as determined by Fountain Tire).
- If you were not the original owner of the Tire(s) that was/were purchased from Fountain Tire
- If your Tire(s) is/are transferred from the vehicle upon which it/they was/were originally installed to any other vehicle.

### Legal Rights, Conditions and Exclusions

Any Tire, no matter how well constructed, may fail in service or otherwise become unserviceable due to conditions beyond the control of the manufacturer. Nothing in this Plan is intended to be a representation by Fountain Tire that Tire failure cannot occur. Tires replaced under this Plan become the exclusive property of Fountain Tire.

**FOUNTAIN TIRE DISCLAIMS ANY LIABILITY FOR ALL DAMAGES, LOSSES, LIABILITIES, COSTS (INCLUDING LEGAL FEES AND DISBURSEMENTS ON A SOLICITOR AND HIS OWN CLIENT FULL INDEMNITY BASIS) AND EXPENSES ASSOCIATED IN ANY MANNER WITH THIS PLAN TO THE EXTENT PERMITTED BY LAW.**



Effective September 1, 2011

# Fountain Tire