



Limited Warranty

Except as otherwise provided, TWSA warrants that every tire of our manufacture bearing our name and serial number is warranted to be free from defects in materials and workmanship for a period of 1 year from invoice date. If our examination shows a tire has failed under this limited warranty, we will make a reasonable allowance on the purchase of a new tire at current prices or other adjustment within our discretion. This limited warranty is made for the exclusive benefit of the tire owner actually using the product. It is not assignable and no claim hereunder will be recognized unless submitted in accordance with our standard claim procedure.

THE FOREGOING WARRANTIES ARE EXCLUSIVE, AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WHICH ARE HEREBY WAIVED. THE LIMITED WARRANTIES SET FORTH ABOVE DO NOT COVER NORMAL WEAR AND TEAR. IN ADDITION, THE LIMITED WARRANTIES SET FORTH ABOVE DO NOT APPLY TO ANY WARRANTED GOODS WHICH HAS BEEN SUBJECTED TO (A) ABUSE, MISUSE, MISHANDLING, MISAPPLICATION OR IMPROPER MAINTENANCE; (B) IMPROPER INSTALLATION; (C) ANY UNAUTHORIZED REPAIR OR MODIFICATION OR ALTERATION.

TWSA's obligations under the above warranties are conditioned upon Seller actually receiving notice from Buyer of the alleged defect within 365 days from date of invoice and the allegedly defective goods revealing an actual defect upon examination by Seller. SELLER'S LIABILITY (WHETHER IN CONTRACT, IN TORT, IN WARRANTY OR OTHERWISE FOR THE WARRANTED GOODS, DURING THE WARRANTY PERIOD SHALL BE LIMITED TO A REASONABLE ALLOWANCE ON THE PURCHASE OF NEW GOODS AT CURRENT PRICES OR OTHER EQUITABLE ADJUSTMENT AT SELLER'S DISCRETION. SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES OR EXPENSES ARISING FROM ANY DEFECT IN THE GOODS, OR FROM BUYER'S INABILITY TO USE SUCH GOODS. THE REMEDIES SET FORTH HEREIN SHALL BE THE EXCLUSIVE REMEDIES AVAILABLE TO THE BUYER AND IN LIEU OF ALL OTHER REMEDIES, THE LIABILITY OF THE SELLER SHALL NOT EXCEED THE PRICE OF THE GOODS SOLD, SUPPLIED OR FURNISHED BY SELLER.