LIMITED WARRANTIES: supersedes all existing Hogan warranties for purchases invoiced after February 1, 2014. Hogan Tire reserves the right to refuse any sale.

## A. WHO AND WHAT IS COVERED

- Our warranty extends only to the original purchaser, is not assignable, and is for the exclusive benefit of the customer and the vehicle identified on the invoice.
- 2. Our warranty covers only the products and installation provided by Hogan Tire & Auto Service Centers (Hogan Tire or Hogan) and does not cover latent defects in the vehicle or any component parts which are apart from such products and installation.
- Our warranty does not extend to products or services applied to commercial vehicles, racing, or off-road purposes, or to damage caused by abuse, negligence or accident.

## B. CONDITIONS AND EXCLUSIONS

- Our warranty is exclusive and we disclaim and give no other warranty, expressed or implied, as to merchantability or fitness for purpose sold except that Hogan Tire expressly limits the duration of any implied warranty required by state or federal law to be applied to products normally used for personal or family purposes to the duration of its expressed warranties. NOTE: Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you. 2. The liabilities of Hogan Tire under this warranty shall not include liability for loss of time, inconvenience, loss of use of vehicle or any other incidental or consequential damages arising from either a
- defect in parts, materials or workmanship and shall in no event exceed the amount of the sale price of the original purchase. NOTE: 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.
- 3. Warranty claims for repair, replacement or rendering of service must be made in person at Hogan Tire. Our exclusive warranties do not permit reimbursement for repair, replacement or rendering of service by a third party. Should a third party claim be made on an out of state emergency basis, the customer will be reimbursed with a merchandise credit that shall in no event exceed the amount of the original purchase.
- 4. Hogan's obligation under this warranty may not be enlarged upon or altered by anyone, except by a writing executed by Hogan Tire 5. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.
- The warranty period starts at the time of purchase and/or service.
- C. HOW TO MAKE A CLAIM: Any request for repair, replacement or rendering of services under our warranty must be accompanied by the original sales invoice and brought to Hogan Tire during normal business hours at any of the stores listed on this invoice. Should you have any questions concerning this warranty or problems that are not handled to your complete satisfaction, please write: Consumer Relations, Hogan Tire, P.O. Box 2235, Woburn, MA 01888. D. COVERAGE OF SPECIFIC PRODUCTS AND SERVICES
- MECHANICAL PARTS & LABOR: Unless otherwise stated, all mechanical service parts are warranted for 12 months or 12,000 miles, whichever comes first. All labor is warranted for 12 months or 12,000 miles, whichever comes first. During this period Hogan Tire will replace parts and redo any labor at no further cost. BRAKE LININGS: Brake linings and disc pads sold and installed are warranted for 24,000 miles. Should the brake linings or disc pads wear out or fail during that period, replacements will be provided at
- no charge. Labor is warranted for 12 months or 12,000 miles, whichever comes first. **NOTE**: This warranty is not to be construed as a guarantee that you will never experience brake problems. Abuse, accidents, and unusual or severe driving conditions can adversely affect your braking systems. We recommend that you have your brake system periodically checked. **WHEEL ALIGNMENT**: If within 90 days after wheel alignment service the vehicle upon inspection requires realignment, Hogan will perform such realignment at no charge to you. If such realignment is
- required by failure of parts not installed by Hogan, parts will be replaced at customer's expense for parts and labor. DYNAMIC WHEEL BALANCE: If the tire/wheel assembly should become "unbalanced" due to faulty materials, workmanship or normal use within 90 days of invoice, it will be rebalanced free of charge.
- New tires purchased from Hogan that are covered by Hogan's lifetime balance limited warranty will be rebalanced under identical terms for as long as the original purchaser owns the vehicle. Any
- change in the tire/wheel assembly (mounting/dismounting) voids this limited warranty. This warranty does not cover rebalancing as a result of service performed by anyone other than Hogan. VALVE STEM: If the valve stem should fail within 90 days of invoice it will be replaced free of charge. Valve stems installed with new tires that are covered by Hogan's lifetime limited warranty will be
- replaced under identical terms for as long as the original purchaser owns the vehicle. Any change in the tire/wheel assembly (mounting/dismounting) volta this limited warranty. TIRES are covered by the manufacturer's limited warranty for workmanship and materials. The legal life of a tire is defined as six years from date of purchase or the life of usable tread, which is defined as the original tread worn down to the level of the treadwear indicators 2/32nds of an inch of tread remaining, whichever occurs first.
- TIRE TREADWEAR For tires covered with a limited treadwear warranty. Treadwear warranties vary. Some tires are covered under the manufacturer's treadwear warranty and may differ in content from Hogan's. The following applies to tires covered by a Hogan Treadwear Limited Warranty. No manufacturer or retailer can guarantee you a certain number of miles from a given tire. Driving habits, driving conditions, road conditions, and vehicle maintenance all play a part in the tread life of a tire. If a tire does not reach the warranted mileage, defined by the mileage warranty in effect on the identical tire at the time of the claim, and the owner of the tires has complied with the terms and conditions of the warranty the tires will be replaced as follows. If, as indicated by your new tire invoice, your warranted tires wear evenly across the tread, down to the treadwear indicators (2/32nds of an inch remaining) before providing the warranted miles of service as indicated by the properly functioning vehicle odometer, they will be replaced based on a pro rata charge for mileage received. The mileage received will be based on the current vehicle mileage on the odometer compared to the vehicle mileage at the time of installation, which must be listed on the new tire invoice. Tires that wear out evenly before delivering the warranted mileage will be replaced on a pro rata basis only if: (1) 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, and (2) The tires have been rotated and inspected by Hogan Tire or other tire retailer every 7,500 miles. Proper documentation is required, and (3) Original invoice and tire service records are presented at the time of adjustment claim, and (4) The tire has not become unserviceable due to road hazard, improper repair, uneven tread wear caused by mechanical irregularity such as misalignment, accident, fire, vandalism, chemical
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  - NO-FAULT WARRANTY PROVISION Should a tire under this limited treadwear warranty become unserviceable due to vandalism, wheel misalignment, mechanical defects, tires run over/under inflated, cosmetically damaged tires or tires for which necessary vehicle maintenance has not been performed a credit in the amount of 15% of the original purchase price will be credited to the cost
- comparable tire at no charge up to a maximum value of \$200. Customer is responsible for any cost of the replacement tire in excess of \$200. Additionally, you are responsible for any sales taxes and service charges incurred during replacement of tires such as balancing, disposal and valve stem. This free road hazard warranty applies only to the original tires purchased and the effective date of
- service charges incured outing replacement of the stoch as balancing, usposal and vave stem. This free forda hazard warranty applies only to the original invoice data and the elective date of coverage begins from the original invoice date. These replaced under Hogan's Limited 90 Day Nationwide Road Hazard Warranty are not covered under this free limited warranty. LIFETIME NATIONWIDE ROAD HAZARD LIMITED WARRANTY: This optional limited warranty must be purchased separately for coverage to apply or as a part of Hogan's premium lifetime tire service & replacement plan. Lifetime Road Hazard Limited Warranty is not available on all tires. Hogan Tire reserves the right to refuse the sale of a Road Hazard Limited Warranty at any time. WHAT IS COVERED: The of coverage is for the usable tread life of the tire down to 2/32" of tread depth up to a maximum \$200 in value. This limited warranty is of the benefit of the certificate holder as shown on the invoice and is not transferable. This warranty applies to the tire(s) on the original invoice only and is not transferable to a tire replaced under this warranty.

  - A. ROAD HAZARDS If the tire becomes unserviceable during its full original tread life due to Road Hazard Damage as a result of normal driving, Hogan Tire will either repair it or, at Hogan Tire's option, make an allowance toward the purchase of a new tire not to exceed \$200.

    - If the covered tire fails after 12 months or 12,000 miles, your adjustment credit will be calculated as a percentage of the tread life remaining by multiplying the current selling price by the percentage of usable tread which has been worn. Original usable tread is the original tread down to the wear indicators (2/32nds of tread remaining), at which time the tire is considered fully worn. In no event shall the allowance toward the replacement tire exceed \$200.
  - B. FREE FLAT REPAIRS After installation, if a tire covered by this warranty incurs a repairable puncture the tire will be repaired at no cost to the certificate holder
  - C. TIRE MAINTENANCE & INSPECTION Tire maintenance service will be performed by Hogan Tire at 7,500 mile intervals, or at any time if irregular or uneven tread wear occurs, to determine the need for tire rotation, wheel alignment, balancing, proper inflation or other tire service at no cost to the warranty holder. WARRANTY HOLDER'S RESPONSIBILITY To receive the benefits of the certificate it is your responsibility to:

  - Perform the necessary vehicle maintenance and maintain proper air pressure.
  - Detect any uneven or irregular tread wear than may occur and to have the necessary corrections made.
     CLAIMS PROCEDURE To receive the benefits of the warranty you must:

  - Return the tire to any Hogan Tire location. Pay sales taxes and any service charges incurred during replacement of tires such as balancing, disposal.
  - 3 Purchase a warranty plan to cover the replacement tire for road hazards (optional).
  - Out of state-third party claim: In the event the warranty holder is traveling out of state for an extended period and an unreasonable effort would be required to return to Hogan Tire for service. A tire damaged by a road hazard with more than 2/32" of tread remaining may be repaired or replaced locally. Present or mail a copy of the out of state invoice to Hogan Tire will issue a credit of up to \$25 to properly repair the tire, or in the event the tire must be replaced the credit will be calculated as follows: Failure during the first 12 months or 12,000 miles of ownership will be credited at the cost of the replacement tire up to the least of (1) the purchase price of the replacement tire excluding installation charges and taxes, or (2) the original price of the tire excluding installation charges and taxes, or (3) \$200.00 warranty limit. After the first 12 months or 12,000 miles third party claims will be calculated by a proration of elapsed time not to exceed 36 months. For example, if the original tire price was \$100, and the tire was damaged beyond repair by a road hazard in the 18<sup>th</sup> month of ownership, you would receive a credit for the amount of time remaining, in this case 50% (\$50). A reimbursement check may be requested in place of a merchandise credit. Please allow 30 business days for processing.
- (1) To free replacement caused by the failure to perform the recommended maintenance and inspection service, or (2) To replacement wherein the manufacturer, by public announcement or a recall, established its responsibility to replacement, or (3) To replacement covered by a mileage warranty issued by the manufacturer or Hogan Tire, or (4) To tires which become unserviceable due to negligence, abuse, misuse, or arising out of or revealed by a collision or upset, malicious mischief, fire, chemical corrosion, chain damage, racing, thef, improper repair, use in a commercial application, or (5) To tires transferred from the vehicle on which they were originally installed, or (6) To any consequential loss or damage or injury to persons or property resulting from the failure of any of the parts of the motor vehicle described hereon, the replacement of which are covered under the terms and conditions of the certificate, or (7) To replacement due to repairable cuts, punctures and other repairable hazards, or (8) To towing or road service, or (9) To any claim in excess of the \$200.00 warranty limit.
  LOWEST PRICE GUARANTEE: Should a tire go on sale at Hogan or a competitor with like services within 90 days of purchase, present the ad and we will refund 110% of the difference.

- 30 DAY EXCHANGE SATSIFACTION GUARANTEE: If, within 30 days of the original purchase date, you are not completely satisfied with your new tires, return them for 100% credit toward a new set of tires. We will charge or refund the difference in price of the replacement tire. There will be no service charges. Valve stems are not included in this offer. Offer excludes special orders and discontinued tires. Offer applies to initial purchase only and does not apply to exchanged tires that were provided under this guarantee. Tires damaged due to misuse, misapplication, road hazard, mechanical problems, or tires removed from the original vehicle on which they were installed, are excluded from this guarantee. **IMPORTANT TIRE SAFETY INFORMATION:** Our tire warranties and protection plans are not intended to be a representation that tire failure cannot occur. Please check your tires regularly for wear, air
- pressure and damage. We recommend that all lug nuts on custom and alloy wheels be re-torqued after 25 miles and checked periodically. Applying tires to your vehicle is not recommended and may change the handling and performance of the vehicle. Your vehicle should not be operated in excess of the replacement tire's speed rating. Leading tire manufacturers recommend that the tires with the best traction be mounted on the rear of the vehicle, even on front wheel drive vehicles, for better performance on wet and slick roads.