



GLADIATOR TRUCK TIRES LIMITED WARRANTY

LIMITED WARRANTY

American Pacific Industries, Inc. (API) hereby warrants that every new Gladiator Tire purchased from API is free from defects in workmanship and material for the life of the original tread of a new tire less 2/32" and the life of the original usable tread ends when the tire tread has worn down with only 2/32" remaining, at which point the tire is considered to be fully worn out. This warranty applies only to the original purchaser for a period of five (5) years from the date of manufacture as determined by the DOT/Serial number.

50% FREE REPLACEMENT WARRANTY

If a defect in workmanship and materials is found in any Gladiator Radial Truck Tire within the first 50% of tread wear (calculated by subtracting the difference between the original new tire tread depth and 2/32" from the original new tire tread depth), API will refund the cost of a replacement Gladiator Radial Truck tire plus the cost of mounting and balancing as follows:

- A) The defective Gladiator Radial Truck Tire must be replaced with a comparable new Gladiator Radial Truck Tire by an authorized dealer. Proof of replacement will be required.
- B) Costs of mounting and balancing will be refunded up to a maximum of \$16.00 per tire. Written proof of these costs will be required.
- C) Applicable taxes on the new tire shall be borne by the owner.
- D) 50% free replacement applies to new first quality tires only. Blems, retreads and road hazard tires are specifically excluded.

GENERAL WARRANTY

If a defect in workmanship and materials is found in any Gladiator Tire not covered in the 50% free replacement warranty, a credit will be given toward the purchase of a comparable new Gladiator Tire in proportion of the original usable tread remaining on such defective tire to the original usable tread of the new tire. Applicable taxes on the new tire and costs of mounting and balancing service will be borne by the owner. Adjustment on out-of-balance or out-of-round tires is allowed only during the first 2/32" of the original tread.

CASING WARRANTY

- A) Casing of Gladiator Radial Truck Tires are warranted against defects in workmanship or material through the life of the second retread. The life of the second retread is considered to end when the remaining tread on the second retread reaches a buffing stage of 2/32" or less.
- B) If an examination shows that a casing of an Gladiator Radial Truck Tire failed to such a defect, API will give a credit toward the purchase price of a comparable new Gladiator Radial Truck Tire in the amount indicated below:

All 17.5 inch rim sizes:	\$25.00	All 19.5 inch rim sizes:	\$25.00
255/70R22.5, 275/70R22.5:	\$35.00	11R22.5, 12R22.5, 295/75R22.5, 295/80R22.5:	\$50.00
11R24.5, 285/75R24.5:	\$50.00	315/80R22.5, 385/65R22.5, 425/65R22.5:	\$60.00

Above casing warranty valid only for first five (5) years after date of manufacture of original tire.

EXCLUSIONS

- A) All API warranties are limited to the original purchaser and the original vehicle on which they are mounted for a period of two (2) years from the date of purchase (excluding Medium Radial Truck Tires), and are not assignable to subsequent purchasers or vehicles.
- B) This limited warranty is applicable only in the United States and Canada and any tire used or equipped on a vehicle registered or operated outside the United States and Canada are not covered by this warranty.
- C) The following is not covered by the Limited Warranty:
 - 1) Tire branded or marked "Non-Adjustable" (N/A) or "Blemished" (Blem), or previously adjusted.
 - 2) Failure, damage or irregular wear due to:
 - a) road hazards (i.e. puncture, cut, snag, impact breaks, etc.), wreck, collision;
 - b) fire, accident or vandalism;
 - c) mechanical condition of vehicle, including improper alignment, improper inflation, wheel imbalance, faulty shocks or brakes;
 - d) overloading the tire beyond maximum load capacity stated on the sidewall;
 - e) misapplication of tire, use of improper inner tube;
 - f) alteration of the tire or addition of alien material or transfer from one vehicle to another; and radial truck tire failed due to faulty retreading or material.
 - 3) Cost of mounting and balancing service except as noted above.
 - 4) Loss of time or use, inconvenience, or any incidental damages to include cost of towing or transportation, related property damage or consequential damages of any type or nature except as prohibited by law.
 - 5) Tires older than five (5) years from the date of manufacture as determined by the DOT/Serial number.

OWNERS OBLIGATIONS

In order to be eligible for API Limited Warranty service, the owner must:

- A) present the defective tire to an authorized dealer from which the original purchase was made;
- B) present proof of purchase to the satisfaction of the dealer;
- C) complete and sign an API Warranty Claim Form, which is available at any authorized dealer; and
- D) pay the amount due on a new tire, less the amount of credit, including taxes, mounting and balancing charges or cost of other services ordered.

DISCLAIMER

This warranty, or any warranty stated or referred to herein, is exclusive and in lieu of any other warranty regarding the quality of Gladiator Tires, whether expressed or implied, and remedies for breach thereof shall be limited to those specifically provided herein.