

## ROAD HAZARD PLUS AGREEMENT

**Warranty Services Provided.** This Road Hazard Plus Agreement (“Agreement”) entitles you to expanded warranty coverage for the tire or tires listed with the Road Hazard Plus purchase on this invoice (“tire”) as follows: (a) repair or replacement, as detailed below, of a tire covered by this Agreement which becomes unserviceable due to normal wear and tear, including Road Hazards, experienced under ordinary driving conditions in the U.S. (a “damaged tire”); (b) mounting, inflating and balancing of the repaired or replacement tire with a new valve stem (Excludes TPMS), as described below; and (c) the right to a 25% discount off the regular price of our alignment service when your tire is repaired or replaced under this Agreement. For purposes of this Agreement “Road Hazards” are small objects in the roadway that are neither readily visible nor avoidable (e.g., nails, broken glass) and road surface defects (e.g., potholes, uneven pavement) that are typically encountered under ordinary driving conditions in the U.S. This warranty is separate from and in addition to:

- Any manufacturer’s warranties against defects in tire design or construction,
- Any mileage or wear-out warranties offered by the manufacturer or us, and
- Our warranties on repair services performed on your vehicle.

**Repair/Replacement.** If a damaged tire can be repaired, we will repair, balance, inflate and remount the tire for no additional charge. For a damaged tire in the first 25% of its original treadlife that cannot be repaired, we will replace it and mount, inflate and balance the new tire with a new valve stem, if needed, for no additional charge. For a damaged tire that occurs after the first 25% of its original treadlife, you will receive a credit towards the purchase of a new replacement tire at any Sears Auto Center. Your credit will be determined by the then current selling price of the same tire (or, if no longer available, an equivalent tire), plus the price of mounting, inflation, balancing and valve stem multiplied by the percentage of usable tread remaining on the irreparable damaged tire. If you obtain a warranty adjustment or replacement tire due to a defect in materials or workmanship, your new tire will continue to be covered under this Agreement for the duration of the term.

**Term.** This Agreement ends for each tire upon the first to occur of: (a) the tire is worn beyond its original “treadlife,” which occurs when 2/32 of an inch or less of tread remains on the tire; (b) the tire is damaged beyond repair by a cause other than normal wear and tear (including Road Hazards) experienced under ordinary driving conditions in the U.S.; (c) you receive a replacement tire or credit under this Agreement for a damaged tire that is not repairable; or (d) four years after the date you purchase this Agreement.

**Responsible Provider.** This agreement is sold by, and legal and financial responsibility for providing the warranty services to which you are entitled under this Agreement lies with (unless in Florida; see below):

Sears Protection Company, an Illinois corporation, 3333 Beverly Rd., Hoffman Estates, IL 60179  
In Florida: Sears Protection Company (Florida), a Florida corporation, 3333 Beverly Road, Hoffman Estates, IL 60179

**Owner’s Obligations.** It is your obligation to ensure that your tire and wheel assemblies are in balance; that your tires are properly inflated; that your vehicle is properly aligned in accordance with the vehicle manufacturer’s specifications; and that further damage to a damaged tire is minimized. In addition, you must present your sales receipt showing purchase of the Road Hazard Plus Agreement to obtain any services or compensation under this Agreement.

**Exclusions.** This Agreement does not provide any services or compensation for: cosmetic damage; any damage or failure from causes other than normal wear and tear, including but not limited to any damage caused by fire; theft; vandalism; abuse; collision; defects in the vehicle; use of tire chains; misalignment; failure to ensure proper mounting, balancing, inflation and other preventive maintenance; or driving under unusually hazardous conditions (e.g., racing, off-roading, dangerous weather). This Agreement is designed to offer you expanded warranty benefits that extend beyond the scope of other warranties that may be offered by the tire manufacturer or us.

**Limitations.** This Agreement is subject to the “GENERAL LIMITATIONS” that are listed in the “GENERAL LIMITATIONS” section.

**Limitations of Liability.** This Agreement provides limited repair or replacement of a tire that fails under normal wear and tear (including Road Hazards) and does not include preventive maintenance. Our only liabilities are: (1) to either repair the tire; replace, mount and balance the tire if in the first 25% of treadlife; or give a credit against the purchase of a replacement tire after the first 25% of treadlife and (2) to offer the discount on replacement tire alignment as provided in this Agreement. We will not be liable for any special, incidental or consequential damages.

**No Right to Transfer.** You may not transfer or assign this Agreement to any other person. This Agreement applies only to the original purchase of the tire and only as long as the tire is installed on the vehicle specified on the reverse side of this Agreement

**Cancellation Rights.** You may cancel this Agreement for any reason at any time by giving notice of cancellation to authorized store personnel at any Sears Auto Center. If you have not obtained any services under this Agreement, you may cancel it within 60 days of purchase, and this Agreement will be void and we will refund 100% of the purchase price. After 60 days, you may cancel this Agreement and receive a partial refund of the purchase price as follows:

<u>Time After Purchase</u>	<u>Percentage of Purchase Price Refunded</u>	<u>Time After Purchase</u>	<u>Percentage of Purchase Price Refunded</u>
61 days to 1 year	25%	2 years to 3 years	10%
1 year to 2 years	15%	3 years to 4 years	0%

In those states where a prorated refund of the purchase price is required, we will make a prorated refund based on the number of months remaining in the 4-year term.

*California Residents – If we fail to refund your money within 30 days after you notify us of a cancellation under this paragraph, we are required by law to pay you a penalty of 10% per month on the refund amount.*

**Purchase Price:** The total retail price you paid for this Agreement represents the sum of four annual installment payments, which you have paid up front, in full.