

CAPITOL

LIMITED WARRANTY

ITG Voma Inc warrants to the original retail purchaser that every new CAPITOL brand radial tire (except for Capitol Commercial HT) is free from defects in material and workmanship, for the life of the original usable tread of the tire, or four years from the date of manufacture, whichever comes first. ITR USA Inc. (dba ITA) warrants to the original retail purchaser that every new CAPITOL brand Commercial HT radial tire is free from defects in material and workmanship, for the life of the original usable tread of the tire, or four years from the date of manufacture, whichever comes first.

A tire has delivered its full original tread life and the coverage of this limited warranty ends when the treadwear indicators of the tire become visible (that is, worn to 2/32").

If a tire covered by this Limited Warranty is removed from service due to a defect in workmanship or materials, ITG Voma or ITA will do either of the following:

- a) If the tire is removed from service as a result of such defect during the first 50% of the original tread depth, ITG Voma or ITA will replace such tire with a comparable new CAPITOL brand tire (as the case may be) free of charge, except that applicable taxes on the new tire and costs of mounting and balancing shall be borne by you.
- b) If the tire is removed from service due to such a defect after the first 50% of the original tread wear, based on the current advertised retail selling price, ITG Voma or ITA will give credit toward your purchase of a new comparable CAPITOL brand tire in proportion of the original usable tread remaining of such defective tire to the original usable tread of that tire when new.

Out-of-balance and out-of-round adjustments however will only be accepted during the first 1/32" of tread wear. A "comparable" new tire will be the same brand tire and may either be the same model of tire or if that model is unavailable then the same brand tire with the same basic construction and quality, but with a different sidewall or tread configuration. If a higher priced tire is accepted as replacement, the difference in price (based on the current advertised retail selling price) will be at an additional charge to you.

Any replacement tire provided pursuant to this Limited Warranty will be covered by the ITG Voma or ITA warranty for CAPITOL or brand tires in effect at the time of replacement.

EXCLUSIONS (What is Not Covered)

- a) Irregular wear or damage due to the mechanical condition of the vehicle or wheel, improper inflation, high speed spin-up, misapplication, misuse, negligence, irregular wear caused by wheel imbalance, defective mechanical components, improper installation, overloading, accident, fire, chemical, tire chain damage, racing, or vandalism.
- b) Any tire failure that is related to any previous damage(s) and/or repair(s) or modification, including any material added after the tire leaves a factory producing CAPITOL brand tires (e.g., tire filler, sealant, balancing substances).
- c) Any tire that, after leaving a factory producing CAPITOL brand tires, has been intentionally altered to change its appearance.
- d) Loss of time, inconvenience, or loss of use of the vehicle, or incidental or consequential damage.

OWNER'S OBLIGATIONS

- a) Any tire to be replaced under this Limited Warranty must be presented to an authorized CAPITOL dealer. For a list of CAPITOL brand tire dealers.
- b) You must complete and sign the required claim forms and supplemental documents provided by the CAPITOL dealer.
- c) You must pay the costs for mounting and balancing and applicable taxes, any additional services you may have ordered at the time of warranty service, and, if a higher priced tire is accepted as replacement, the difference in price between the tires (based on the current advertised retail selling price).

ROAD HAZARD COVERAGE

- a) Commencing 1/1/2011, dealers are eligible for Road Hazard coverage on select Capitol products.
- b) The consumer must be the original purchaser, and tires must be on vehicle originally installed.
- c) Products eligible are the Capitol Sport; Capitol Sport UHP; Capitol Sport UHP Plus; and Capitol Precision Trac II & III.
- d) Tires are covered for the first 50% of original tread depth or 2 years from the date of purchase, whichever comes first.
If a tire is removed from service as a result of such road hazard during the covered period, The dealer will replace such tire with a comparable new Capitol brand tire (as the case may be) free of charge, except that applicable taxes on the new tire and costs of mounting and balancing shall be borne by consumer. If a Capitol tire is removed after the covered period no credit will be issued.
- e) Commercial applications, damage resulting from improper maintenance or operation, damage resulting from vehicle mechanical problems, damage resulting from misuse and abusive driving, alterations, and improper mounting or demounting are not covered under this road hazard policy. Also not covered by this road hazard are loss of time, inconvenience, loss of use of vehicle, incidental or consequential damage.
- f) The owner must have original sales invoice with date of purchase. DOT tire identification number date of manufacturer will be used if invoice is not available. You must complete and sign the required claim forms and supplemental documents provided by the servicing Capitol dealer and you must pay for all applicable taxes, mounting and balancing charges.

LEGAL RIGHTS

Any implied warranties, including warranties of merchantability and of fitness for a particular purpose, shall be limited in duration to the above period or the minimum period required by applicable law, if shorter. To the extent permitted by law, neither ITG Voma or ITA shall be responsible for incidental or consequential damages, such as loss of use of the tire or of the vehicle on which it was used, inconvenience or commercial loss. Some states and provinces do not allow limitation on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary from state to state or province to province. This is the only express warranty applicable to CAPITOL brand tires, and supersedes the terms of any previous warranty. Neither ITG Voma or ITA assumes, or authorizes, anyone to assume for them, any other warranty.

