

You and TBC acknowledge your and its right to litigate claims, disputes and controversies arising out of or in connection with this Limited Warranty or the marketing, sale or performance of the purchased product in court, but prefer to resolve any such claims, disputes and controversies first through mediation and, if needed, then through binding arbitration. Therefore, you and TBC agree that all claims, disputes and controversies between you and TBC arising out of or in connection with this Limited Warranty, or any other warranties, expressed or implied, including a failure of warranty, or any claims arising out of or in connection with the marketing, sale or performance of the purchased product, including but not limited to claims for consumer fraud or brought under any consumer protection statute, but excluding claims for personal injury or property damage, shall first be submitted to mediation under the American Arbitration Association (“AAA”) Commercial Mediation Rules. The mediation shall be conducted by 1 mediator within no more than 45 days following the filing of a request for mediation at a suitable location to be chosen by the mediator within 10 miles of, and within the state of, TBC’s then current principal business address (currently Palm Beach Gardens, Florida). If the parties do not resolve their dispute in mediation, then the parties must submit the dispute for binding arbitration proceedings, to be conducted by 1 arbitrator under the AAA Commercial Arbitration Rules, at a suitable location chosen by the arbitrator within 10 miles of, and within the state of, TBC’s then current principal business address (currently Palm Beach Gardens, Florida). All substantive questions of law will be determined under the laws of the state in which you purchased the product at issue. You agree that all claims or disputes must be brought by you on an individual basis and no claim or dispute shall be brought as a class action, or on a class-wide or representative basis, or on behalf of the general public, or on behalf of other persons that may be similarly situated. You agree that you do not have the right to act as a private

attorney general, a class representative or to participate as a member of a class of claimants with any claim. You further agree that no claim shall be heard by a jury and that any judgment or award if brought in arbitration will be final and not subject to judicial review. Arbitration will be conducted as a document hearing. Each party shall bear its own costs arising from and associated with the document hearing with the exception of the arbitrator’s fee which will be borne by all parties in equal shares. If either party requests any procedures beyond a document hearing, the requesting party will be responsible for all fees, including filing and administrative fees, above and beyond the fees required for document hearings. Any award of the arbitrator may be entered as a judgment and shall be enforceable in any court of competent jurisdiction. The arbitrator will have no authority to award punitive or other damages not measured by the prevailing party’s actual damages, except as may be required by law.

Distributed and Marketed by:
TBCBrands

4300 TBC Way
Palm Beach Gardens, FL 33410
1-800-238-6469 (Consumer Relations)

CTWHLW-0416



CENTURY TRUCK WHEEL LIMITED WARRANTY

Applies To Wheel Purchased On Or After July 1, 2009



powerkingtires.com
harvestkingtires.com

This limited warranty applies to Century Wheels supplied by TBC Brands (“Limited Warranty”).

We warrant to the original purchaser of Century truck wheels (“Wheel”) that a new Century truck, truck trailer, bus, RV or motorhome Wheel is free from defects in workmanship and materials, excluding finish.

- Century Aluminum Truck Wheels (Trucks-Buses-Trailers) are warranted for a period of 4 years from the date of purchase or from the date of manufacture if proof of the date of purchase is not available.
- Century Steel Truck Wheels (Disc wheels, Demountable Rims, Wide Base Wheels, Trucks-Buses-Trailers) are warranted for a period of 5 years from the date of purchase or from the date of manufacture if proof of the date of purchase is not available.

If your Wheel is found to be defective within the time period listed above, we will repair or replace the Wheel at our sole discretion. You will be responsible for all labor, applicable taxes and any other costs incurred in installing the replacement Wheel.

ELIGIBILITY FOR LIMITED WARRANTY COVERAGE

You must be the original purchaser of the warranted Wheel and the Wheel must have been continuously installed on the vehicle on which it was originally

installed. Your sales receipt is proof of the date of the purchase; if the date of purchase is not listed or found, we will use the date of manufacture. This Limited Warranty is not transferable to another vehicle or to another individual.

WARRANTY EXCLUSIONS AND LIMITATIONS

We do not warranty, and will not repair, replace or make adjustment, with respect to any Wheel that has been subject to abuse or misuse or for any of the following reasons:

- The Wheel is beyond the above warranty period and/or outside of the United States and Canada, or if the Wheel is more than 6 years from the date of manufacture, whichever comes first.
- The Wheel has been used with improper tire sizes, inflation pressures or load ratings according to Tire and Rim Association, Inc. or other recognized tire and rim agencies such as ETRTO.
- Inflating the tires in excess of the applicable maximum tire pressure as we recommend.
- Defects, malfunctions or failures caused by improper installation, misapplication, modifications or damage, or unreasonable use including failure to provide reasonable maintenance.
- The Wheel has been damaged as a result of improper storage, damage occurring in transit, refitting, improper tightening procedures and washing, excessive or inefficient torque, or faulty engagement due to use of improper mounting components or procedures.
- The Wheel is used on vehicles for off-road applications and/or mining purposes.
- Changing the original condition of the Wheel by alteration or subjecting the Wheel to any processing such as straightening or welding.
- Nicks, scratches and other surface blemishes resulting from improper maintenance, cleaning, road debris, curbing, accident or operation, or corrosion or damage due to aging.
- Damage sustained in traffic accidents, driving in low-pressure conditions, impacts by external force, overloading, excessive speed or other abnormal or severe operating conditions.
- Ride disturbance related to radial or lateral run-out is limited to 30 days from date of purchase.

This Limited Warranty is limited to the replacement of the verified defective item and does not cover the cost of labor, applicable taxes, damage to other components, loss of time, repair work done by others or other costs incurred by you of any kind.

ORIGINAL PURCHASER'S OBLIGATIONS

To make a claim under this Limited Century Wheel Warranty, you must be the original purchaser, and you must present the warranted wheel to an authorized Century Wheel tire dealer for adjustment along with the following items: proof of purchase showing that you purchased wheel, the date of purchase and installation, and the vehicle on which the wheel was originally installed. Your original invoice when you purchase the wheel should contain this information. You are responsible for payment for any extra products, services or upgrades that you request that are not covered by the limited warranty or warranty allowances.

Any Wheel presented for claim under this Limited Warranty shall remain the property of the consumer, and we are not responsible for loss of or damage to the Wheel(s) which are in the custody or control of a Century Wheel dealer for the purpose of inspection for warranty claims. In the event of a disputed claim, the consumer must make the Wheel available for further inspection. Any Wheel(s) accepted for claim under this Limited Warranty shall become our sole property.

When you purchased your Wheel, the Century Wheel dealer presented you with proof of purchase in the form of a sales receipt and a copy of this Limited Warranty. The sales receipt provides proof of important information that you must present when you seek the benefits under this Limited Warranty. You should retain the sales receipt because a request under this Limited Warranty will not be accepted by your Century Wheel dealer or us unless you retain and present the following to the Century Wheel dealer when you seek to use the benefits under this Limited Warranty:

- Proof of your purchase of the Wheel
- Proof of the date of your purchase (if none is presented the date of manufacture will be used for the purposes of this Limited Warranty)
- Proof as to the vehicle on which the Wheel was installed

ADJUSTMENT PROCEDURE

Please call TBC Brands warranty toll-free number at: 1-800-238-6469. Please be prepared

to provide proof of purchase of the product and purchase date. Our Product Warranty Specialist will confirm the coverage of the Century Wheel limited warranty and discuss your wheel issue with you. They will find a Century Wheel dealer nearest to you whom you may take your Century Wheel tire to for inspection and any applicable warranty adjustment. TBC Brands will work with the wheel dealer to supply a replacement Century Wheel tire or comparable wheel in an efficient manner.

The authorized dealer has no authority or responsibility to make the determination as to eligibility for coverage under the warranty.

LEGAL RIGHTS

This Limited Warranty gives the user specific legal rights, and the user may also have other rights which vary from jurisdiction to jurisdiction. To the extent permitted by applicable laws, this Limited Warranty does not cover, and expressly excludes, any coverage for personal injury, property damage, loss of time, inconvenience, loss of use of your vehicle or Wheel, or any other incidental or consequential damages. No express warranty is given other than those expressly stated in this Limited Warranty. Any implied warranty of merchantability, fitness for a particular purpose or otherwise, is limited in duration as specified in this Limited Warranty. This is the only warranty that applies to the Wheel purchased by you and supersedes and replaces the terms of any previous warranty. We neither assume, nor extend or authorize any other individual or business entity to assume or extend on its behalf, any other or different warranty obligation than this Limited Warranty.

DISPUTE RESOLUTION CONCERNING LIMITED WARRANTY

ALL CLAIMS ARISING FROM THIS LIMITED WARRANTY OR THE MARKETING, SALE OR PERFORMANCE OF THE PURCHASED PRODUCT AGAINST TBC BRANDS AND ITS AGENTS, EMPLOYEES, DEALERS, AFFILIATES, PARENT OR SISTER CORPORATIONS, RELATED CORPORATE ENTITIES, PREDECESSORS, SUCCESSORS OR ASSIGNS (HEREINAFTER COLLECTIVELY "TBC") SHALL BE SUBJECT TO MEDIATION AND/OR BINDING ARBITRATION.