



Vendor Services Department

Procurement
1701 Mountain Industrial Boulevard
Stone Mountain, Georgia 30083

Revised Invitation to Bid (ITB) 26-715

New and Retread Tires

Schedule of Events (All times are EST)

EVENT	DATE(S)	TIME	LOCATION
Solicitation Posts	November 20, 2025	5:00 PM	https://dekalbschoolsga.ionwave.net
Optional Pre-Bid Conference	December 02, 2025	2:00 PM	Via Microsoft Teams (registration required)
Deadline to Submit Questions (Q&A)	December 05, 2025	12:00 pm	https://dekalbschoolsga.ionwave.net
Q&A Deadline Responses	December 12, 2025	4:30 pm	https://dekalbschoolsga.ionwave.net
Submission Deadline	December 16, 2025	2:00 pm	https://dekalbschoolsga.ionwave.net
Virtual Public Bid Opening	December 16, 2025	3:00 pm	Via Microsoft Teams (Registration required)
Anticipated Board Approval	February 09, 2026		

SUBMISSIONS MUST BE RECEIVED ELECTRONICALLY VIA <https://dekalbschoolsga.ionwave.net>

DeKalb County School District Solicitation Contact Person:

Fred Christopher, Procurement Manager III Non-Capital

(678) 676- 0127 and/or email at solicitationquestions@dekalbschoolsga.org



1701 MOUNTAIN INDUSTRIAL BLVD, STONE MOUNTAIN, GEORGIA 30083

<https://dekalbschoolsga.ionwave.net>

INVITATION TO BID

ITB 26-715

New and Retread Tires

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APPENDIX

(Separate File From ITB)

Appendix A – Sample Service Agreement

DeKalb County School District ("DCSD") extends this offer to submit a bid for the possible purchase of services conforming to the following designated specifications, terms, and conditions. This solicitation will require DCSD Board of Education approval.

Format and Submission of Invitation to Bid

Submittal responses to this solicitation will be received electronically on the DeKalb County School District website at <https://dekalbschoolsga.ionwave.net>.

All potential respondents must register as a vendor at <https://dekalbschoolsga.ionwave.net>.

Approval by the DeKalb County Board of Education

Official approval by the DeKalb County Board of Education is required for this procurement. No contract shall be construed to be formed without the advance official approval of the DeKalb County Board of Education. **The successful offeror will be notified after DeKalb County Board of Education approval.**

Funding Provisions

No award or contract will be made if funding is not approved by the DeKalb County Board of Education.

Fiscal Year Funding Implications

The fiscal year for DCSD begins July 1 and ends June 30. This solicitation and any resulting contract(s) may contain renewal and extension options.

This solicitation, any resulting contract(s), and any renewal and extension options shall terminate absolutely without further obligation on the part of DCSD at the end of the fiscal year in which this solicitation was issued and at each June 30 renewal anniversary date thereafter unless the successful offeror is notified otherwise and agrees in writing to the exercise of renewal and extension options.

Compliance with Specifications

Bidder must indicate below whether or not this bid is in complete compliance with the stated specifications. If there are any deviations from the specifications, the bidder must indicate in writing what the deviations are and must submit with the bid a complete descriptive literature on the actual items bid. Attach and label additional sheets if necessary.

☒ Bid is in complete compliance with bid specifications.

☐ Bid deviates from stated specifications as follows:

Cancellation

Awards, contracts, and extensions may be canceled for convenience by the DeKalb County School District (DCSD) at any time. In the event of termination of contract by DCSD, the DCSD will be responsible only for those services that have been delivered and accepted according to the ITB requirements. Any cancellation for convenience by DCSD shall be effective three (3) business days after receipt of the Notice of Cancellation for convenience from DCSD by the Offeror.

Payment to Successful Vendor(s)

Payment for goods and services will be made by electronic funds transfer (EFT). Vendor(s) doing business with DCSD are required to provide EFT payment information when registering as a DCSD vendor at:

<https://www.dekalbschoolsga.org/purchasing/>.

Rights Reserved

Award will be made to the lowest responsive and responsible bidder meeting the specifications within appropriated funds available. DCSD reserves the right to accept or reject any and/or all parts of any bid response(s) submitted, to accept the entire bid from a single bidder, to accept portions of bids from multiple bidders, and/or to reject all bids submitted. This right is reserved to award items on this bid by any logical group combination or by individual item, whichever is in the best interest of DCSD. DCSD reserves the right to waive any technicalities or minor irregularities in responses received. The decision of DCSD shall be final.

Taxes

Purchases made by DCSD are not subject to federal, state, or local sales tax. A Sales Tax Exemption Certificate will be furnished upon request.

Merchantability and Quality

Bidder warrants that the goods will be of merchantable quality, free from defects in materials and workmanship, and will conform to the descriptions and specifications contained in this document and in bidder's catalogs, product brochures and other representations, depictions or models of the goods.

Specify your warranty/guarantee beyond that stated above in definite terms. Add additional literature/sheets if necessary. Provide a clear description of warranty/guaranty service offered, duration of service, and all stipulations (i.e., service provided on-site, call tag return required, vendor on-site pick-up, parts and labor included parts only, number of years from purchase date warranty is valid, etc.):

See Attached Warranties

F.O.B. Destination

All prices are to be F.O.B. Destination with freight prepaid by the bidder. Bid prices must include all charges for delivery and unloading as directed by the building authorities.

Estimated Quantities

The quantities shown in this ITB document are estimates, which are provided for your information. However, actual quantities purchased by DCSD may vary.

Exclusions of Trade Usages

Unless the context requires otherwise, all terms used in this document and which are defined in the Uniform Commercial Code ("UCC") as adopted by the State of Georgia shall have the same definition set forth in the UCC on the date of this agreement.

Conditional Bids

Provisions within Bids that are conditional (e.g., "Prices Subject To Change," "Prices F.O.B. Shipping Point," etc.) will be invalid and shall not be enforceable. Provisions within Bids which in any way qualify or vary the terms of these instructions, conditions, and specifications shall be invalid and the original instructions, conditions, or specifications within this ITB shall control. If any terms and conditions of the Bids contradict or come into conflict with the terms and conditions of this ITB then the terms and conditions of this ITB shall control unless such provision is specifically accepted by DCSD in writing.

Bidder Failure

In the event that a product, property, or service to be furnished by the successful bidder should for any reason fail to conform to the specifications contained herein, DCSD reserves the right to reject the product, property, or service and may terminate the contract for default.

Failure of the successful bidder to perform on delivery of goods or services as specified may also result in the removal of that bidder from doing business with DCSD for a period of not less than one (1) year.

Georgia Open Records Act

All proposals submitted in response to DCSD solicitations may be subject to the Georgia Open Records Act, which permits any member of the public to inspect and/or copy documents prepared and maintained or received in the course of the operation of the public office or agency.

No Assignment of Award

The successful offeror may not assign the award or contract to or subcontract with another party without the express written permission of DCSD.

The Laws of the State of Georgia

This ITB and subsequent agreement are subject to the laws of the State of Georgia.

§ 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Additional Terms

In the event an award is made to an offeror, the resulting contract shall not depart from this document unless agreed to in writing by DCSD and the successful offeror. DCSD shall not be bound by additional terms and conditions and/or extraneous language added to this document by offerors.

ALL SOLICITATIONS ISSUED BY DCSD ARE ADVERTISED IN THE LEGAL SECTION OF THE CHAMPION NEWSPAPER, (404) 373-7779, POSTED ON THE DCSD IONWAVE WEBSITE, AND POSTED IN THE TEAM GEORGIA MARKETPLACE'S GEORGIA PROCUREMENT REGISTRY. Offerors are solely responsible to review and make themselves aware of DCSD solicitations posted on the following website:

<https://dekalbschoolsga.ionwave.net>

PART I BACKGROUND AND INFORMATION

A. Objectives

The DeKalb County School District (DCSD) is seeking bids from qualified bidders with professional qualifications, technical competence, and specialized experience to provide New and Retread Tires as outlined in the scope of work in Part III of this ITB.

Awarded bidder shall provide services in accordance with the specifications, requirements and terms and conditions stated herein. Services shall include all labor, materials, tools, specialized equipment, supplies, trained personnel, insurance, travel, per diem, direct and indirect administrative costs, overhead, tolls, parking, fuel, lodging, all other cost and charges, and all things and services necessary to provide Cold Storage, in accordance with the requirements of this ITB. There shall be no add-on charges of any kind. DCSD reserves the right to make multiple awards.

B. General Information

DCSD is a metropolitan Atlanta public school system organized and existing under the Constitution and laws of the State of Georgia. DCSD is located in the fourth largest county in Georgia. DeKalb County is one of the most culturally diverse counties in the nation. DCSD has a student enrollment of approximately 91,000 students in pre-kindergarten through grade 12. With 139 schools and centers, DCSD educates the third largest pre-kindergarten through grade 12 student population in the State of Georgia. DCSD is the second largest employer in DeKalb County with approximately 14,000 employees.

DCSD is dedicated to giving every student the best possible education through an intensive core curriculum and specialized, challenging instructional and career programs. DCSD is striving to become the premier K-12 school system of choice and desires to significantly improve leadership, teaching, and student learning to fulfill its mission as an organization for public education.

DCSD includes approximately:

- 77 Elementary Schools
- 19 Middle Schools
- 22 High Schools
- 8 Start-up Charter Schools
- 12 Specialized Learning Centers
- 7 Administrative Centers, and
- 5 Athletic Stadiums

DCSD's wide-area network connects instruction and administration sites to deliver technology and learning tools to every child. The main administrative offices are located at 1701 Mountain Industrial Boulevard, Stone Mountain, Georgia 30083. DCSD is governed by a seven-member Board of Education.

C. Procurement Process

The procurement will be on a formally advertised basis. Bidders must be responsive to all aspects of this ITB.

D. Addenda

It is the responsibility of bidders to frequently check for any addenda, questions, and answers posted on the Purchasing Bulletin Board on the DCSD website. Failure on the part of bidders to make themselves aware of and comply with addenda requirements will not relieve them of this obligation.

All posted addenda must be printed, signed by the bidder, and included in the bidder's ITB submission. Click on the following link to the Purchasing Bulletin Board: <https://dekalbschoolsga.ionwave.net>

E. Bidder Contact Person

The assigned contact person for bidders is Fred Christopher, Procurement Manager III-Non-Capital and can be reached at (678) 676-0217 or by email at solicitationquestions@dekabschoolsga.org.

F. Prohibited Contact(s)

Except with the consent of the bid contact person, all bidders, including any persons affiliated with or in any way related to the bidder, are strictly prohibited from contacting DeKalb County Board of Education members and DCSD employees or consultants on any matter having to do in any aspect with this ITB between the time an invitation to bid is formally released and a recommendation is made by the administration to the Board, other than as provided herein. **Communication with anyone other than the bid contact person regarding any portion of this ITB can result in the violating bidder being disqualified.**

Furthermore, no employee, officer, or agent of the DeKalb County Board of Education or DCSD may participate in the selection, award or administration of a contract if he or she has a real or apparent conflict of interest.

Board Member Communication with Prospective Vendors

Vendors shall not contact Board members individually for the purpose of soliciting a purchase or contract between the time a request for proposal is formally released and a recommendation is made by the administration to the Board. If a vendor violates this prohibition during this timeframe, consideration for the vendor for award shall be invalidated. Board members shall be notified of possible violations and actions taken.

G. Optional Virtual Pre-Bid Conference

An **optional virtual pre-bid conference** will be held via Microsoft Teams at **2:00 PM EST on Tuesday, December 02, 2025**. Prospective offerors must provide the following information by **5:00 PM EST, on Monday, December 01, 2025**:

Name and Title
Company Name
Telephone Number
Email Address

This information must be sent to solicitationquestions@dekalbschoolsga.org. Please enter "**Optional Virtual Pre-Bid Conference – ITB 26-715 New and Retread Tires**" in the subject line of your email. An invitation will be sent via Microsoft Teams to those providing the above information no later than **Tuesday, December 02 2025, by 1:30 PM EST**.

H. Bid Submission Deadline

All potential bidders must register as a vendor at <https://dekalbschoolsga.ionwave.net>.

Bids in response to this ITB must be received electronically via IonWave no later than **2:00 PM EST, Tuesday, December 16, 2025**. Bids received after the stated deadline will not be considered.

I. Virtual Public Bid Opening

The public bid opening will be held virtually through **Microsoft Teams on Tuesday, December 16, 2025, at 3:00 PM EST**. Those who would like to attend the virtual public bid opening, please register no later than **Monday, December 15 2025, by 5:00 PM EST**, by sending an email to solicitationquestions@dekalbschoolsga.org.

Please enter "**Public Bid Opening -ITB 26-715 New and Retread Tires**" in the subject line of your email. An invitation will be sent via Microsoft Teams to those participants no later than **Tuesday December 16, 2025, by 3:00 PM EST**.

J. Questions and Answers

It is intended that this ITB be adequate for any bidder to respond to DCSD's requirements. However, should bidders have questions, all questions shall be submitted electronically to: <https://dekalbschoolsga.ionwave.net>.

Questions submitted to any other mailbox, voice mail or e-mail address will not be considered for response. The deadline to submit questions is **December 05, 2025, 12:00 PM EST**. Questions received after the deadline will not be considered.

All questions received by the deadline shall be answered in writing and both the questions and answers will be posted to the following website <https://dekalbschoolsga.ionwave.net> on or before **Friday, December 12, 2025, 4:30 PM EST**. Responses to questions will not be posted on official DCSD holidays.

PART II

GENERAL REQUIREMENTS

A. *Bidder Performance*

The successful bidder is required to perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of this Invitation to Bid. Specifications contained herein and in the successful response will become contractual obligations, if an award ensues. Failure of the bidder to fully perform these obligations may result in cancellation of the award and contract.

DCSD will look to the bidder and his/her identified personnel to coordinate and deliver the services described in this Invitation to Bid. The services shall not be delegated to sub-bidders or assigned to any third party.

B. *Bidder Internal Coordination*

DCSD will look to the bidder as having "one corporate face" and will expect the bidder to coordinate, bid and deliver those products and services best able to meet the identified needs of DCSD without DCSD's involvement in subcontractor arrangements. The terms and provisions in this bid and any subsequent contract shall bind the bidder. Nothing contained herein shall create any contractual relationship between any subcontractor and DCSD. The primary bidder will be responsible for the supervision and conduct of any subcontractors assigned to this project. Purchase order(s) will be issued to the successful bidder only.

C. *News Release*

Any news release or publicity pertaining to any phase of this project must be cleared through the DCSD Executive Director of Communications.

D. *Non-Discrimination*

DCSD does not discriminate based on race, color, religion, sex, national origin, age, or disability in any of its employment practices, education programs, services or activities.

DCSD supports an open, fair, and impartial free-market system which maximizes competition and seeks to include all responsible businesses and to provide ample opportunities for business growth and development. Minority businesses are encouraged and given the opportunity to bid on various projects; however, all responses will be evaluated on the same criteria. It is not the intention or desire of DCSD to restrict or impede competition, nor to increase the cost of the work.

E. *Drug-Free Workplace*

By submission of a response to this ITB, the bidder certifies that he/she and his/her employees shall not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of controlled substance or drugs during the performance of the contract.

F. *Smoke-Free Workplace*

By submission of a response to this ITB, the bidder certifies that he/she and his/her employees shall not use tobacco products on DCSD property at any time during the performance of this contract.

G. *Background Checks*

A criminal background check must be performed on all contractors, consultants, subcontractors, volunteers and vendors (hereinafter jointly referred to as "Individuals") who provide services on DCSD premises, supervise services on DCSD premises, or has contact with students. These Individuals shall undergo the same criminal background check, within the last 365 days, as required by DCSD employees. Such background checks will be performed by DCSD at the expense of the Individual at a cost of \$45.00 per individual.

Additionally, any charges against the Individual, may be deemed unacceptable in DCSD's sole discretion regardless of whether dismissed, expunged, sealed, removed from the record, treated as a "first offender" or dead docketed. Upon receipt and evaluation of DCSD's background check results, DCSD may demand that the Individual have no contact with DCSD students or parents or provide services to DCSD premises.

Any failure of the contractor to obtain a criminal records background check through DCSD, as stated herein, may result in termination of any resulting contract between contractor and DCSD.

H. Costs Incurred

DCSD is not liable for any costs incurred by an bidder in preparing and/or submitting a response to this ITB or for any interview if requested. Any and all costs incurred by the bidder in preparing and/or submitting a response to this ITB and interviewing with DCSD (if requested) shall be the sole responsibility of the bidder and shall not be reimbursed by DCSD.

There is no guarantee of any bidder receiving an award as a result of submitting a response to this ITB.

I. Rebates And Special Promotions

The successful vendors(s) shall pass on all rebates and special promotions offered by the manufacturer during the term of the contract to DCSD. It shall be the responsibility of the vendor to notify DCSD of such rebates and/or special promotions during the contract period. The vendor(s) shall offer special promotions provided that the new price charged is for the item(s) is/are lower than what would otherwise be available through the contract. It is understood that these special promotions may be of limited duration by the vendor(s). At the end of such promotion, the standard contract price shall prevail.

J. Insurance

Certificate of Insurance and/or ACORD Form is required with solicitation submittal and required upon award.
Upload this documentation under the Response Attachment tab via IonWave titled "Certificate of Insurance".

The DCSD Director of Risk Management sets insurance and indemnification requirements for each Solicitation.

Certificate of Insurance / Accord Form is required with solicitation submittal upon award. **Provision of Certificate of Insurance is a mandatory requirement.** Proposals submitted with certificates of insurance will be considered conditionally responsive to the insurance and indemnification requirement. Final award of this ITB will be contingent upon receipt within six (6) business days of request for insurance documentation complete with the following requirements and fully acceptable to the DCSD Risk Manager. No work will commence / no purchases will be made without the written statement of approval of insurance coverage from the DCSD Risk Manager. In the event the awarded offeror cannot produce insurance coverage acceptable to the Risk Manager within the time provided, DCSD reserves the right to award this solicitation to the first runner-up.

(1) The successful Offeror shall procure and maintain throughout the term of this agreement a policy or policies of insurance providing coverage as set forth below that shall protect the offeror and the Indemnitees (as defined in Part II, Section I of this ITB) from any claims for bodily injury, property damage, or personal injury which may arise out of offeror's operations under this agreement. The foregoing policies shall be obtained from insurance companies approved to do business in the State of Georgia and companies acceptable to DCSD. Offeror shall procure the insurance policy(ies) at the offeror's own expense and shall furnish to DCSD a certificate of insurance containing the following:

- (a) Name and address of authorized agent;
- (b) Name and address of insured;
- (c) Name of insurance company;
- (d) Description of coverage in standard terminology;
- (e) Policy period;
- (f) Policy Number;
- (g) Limits of liability;
- (h) Name and address of certificate holder;

- (i) Acknowledgment to the DCSD of notice of expiration or cancellation;
- (j) Signature of authorized agent;
- (k) Telephone number of authorized agent; and
- (l) Details of policy exclusions applicable to this agreement in comments section of insurance certificate.

All certificates evidencing primary and excess layers shall be renewed and kept current and up to date on an annual basis.

(2) Offeror is required to maintain the following insurance coverage during the term of this agreement:

(a) Workers Compensation Insurance in the amounts of the statutory limits established by The General Assembly of the State of Georgia. Offeror shall have the ability to self-insure its required workers' compensation coverage if offeror is an approved self-insurer in the State of Georgia.

(b) Commercial General Liability Policy, or equivalent coverage, to include products and completed operations liability and contractual liability. The Commercial General Liability Policy shall have dollar limits sufficient to insure that there is no gap in coverage between this policy and any excess or Commercial Umbrella Policy described below.

(c) Automobile Liability Policy to include but not be limited to liability coverage on any owned, non-owned and hired vehicle used by offeror or offeror's personnel in the performance of this agreement. The Comprehensive Automobile Policy shall have dollar limits sufficient to insure that there is no gap in coverage between this policy and the excess or Commercial Umbrella Policy required under this agreement.

(d) Commercial Umbrella or Excess Liability Policy, which must provide the same or broader coverage than those provided for in the above Comprehensive General Liability and Business Auto Policies. Policy limits for the Commercial Umbrella or Excess Liability Policy shall have an annual occurrence and annual aggregate limit not less than \$2,000,000 per claim.

(e) Professional Liability or Errors & Omissions coverage with limits not less than \$2,000,000 per claim/\$2,000,000 aggregate. The deductible shall not exceed \$10,000 per claim.

(f) Under all coverage and certificates required hereunder, policies shall or be endorsed to include the following terms and conditions:

(i) All policies and coverage shall be on an "occurrence" not "claims made" basis (excepting (e) above)

(ii) The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed, allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to DCSD.

(iii) Shall waive all right of subrogation against Indemnitees (as defined in Part II, Section I of this ITB) for losses arising out of this agreement.

(iv) A severability of interest or cross liability clause or endorsement applies to commercial general liability and excess liability policies.

(v) Certificates of Insurance showing such coverage to be in force shall be filed with DCSD prior to commencement or continuation of any work under this agreement.

(vi) All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

(g) Under coverage and certificates required under Sections 2(a), 2(b), (c), and (d) above, policies shall be endorsed to include the following terms and conditions:

- (i) Minimum limits of \$1,000,000 per occurrence \$2,000,000 in the annual aggregate. Primary limits of coverage in the amount of \$1,000,000 per occurrence must be with insurers approved to conduct business in the State of Georgia. Excess or umbrella liability insurance may be placed with any insurer submitted by offeror, including captive or self-insured programs, with the prior written approval of DCSD.
- (ii) Contractual liability coverage, specifically referencing this agreement and its Indemnity applies to liability assumed by the named insured.
- (iii) Shall include Indemnitees as additional insured except on coverages (2) (a) and (2)(e).
- (iv) Shall waive all right of subrogation against Indemnitees (as defined in Part II, Section I of this ITB) for losses arising out of this agreement.
- (v) A severability of interest or cross liability clause or endorsement applies to commercial general liability and excess liability policies.
- (vi) Shall be primary and not excess to any other coverage provided by or available to the Indemnitees (as defined in Part II, Section H of this ITB).

(h) Offeror shall require any and all subofferors performing work under this agreement to carry insurance of the types and with limits of liability as offeror shall deem appropriate and adequate for the work being performed. However, the obligations of the offeror to the Indemnitees assumed in Sections of Indemnification, and Insurance shall not be reduced or diminished by the standards set for the subofferors. Further, offeror agrees that their obligations to indemnify and insure the Indemnitees shall pertain to all losses arising out of the subofferor's acts or negligence in the same manner and to the same extent as if committed by the offeror. Offeror shall obtain and make available for inspection by DCSD, current certificates of insurance evidencing insurance coverage by such subofferors.

K. Indemnification

- 1) The successful offeror shall indemnify, defend, and hold harmless the DeKalb County School Board, the DeKalb County School District, DCSD, and their officials, officers, employees, agents, volunteers, and assigns (all of whom may collectively be referred to as "Indemnitees" throughout this ITB), from any and all claims, demands, suits, actions, legal or administrative proceedings, losses, liabilities, costs, interest, and damages of every kind and description, including any attorneys' fees and/or litigation and investigative expenses, for bodily injury, personal injury, (including but not limited to offeror's employees), or loss or destruction of property (including loss of use, damage or destruction of DCSD owned property) to the extent that any such claim or suit was caused by, arose out of, or contributed to, in whole or in part, by reason of any act, omission, professional error, fault, mistake, or negligence whether active, passive or imputed, of the offeror its employees, agents, representatives, or their employees, agents, or representatives in connection with or incidental to offeror's performance of the agreed-upon services regardless of whether such liability, claim, damage, loss, cost or expense is caused in part by an Indemnitee.
- 2) The successful offeror shall also indemnify, defend, and hold harmless the Indemnitees from any and all costs, expenses, claims, demands, rights, liabilities and causes of action inuring to offeror from events over which the Indemnitees exercise no control, such as Acts of God, strikes or government restrictions.

Offeror's obligation to indemnify any Indemnitee shall survive the completion, expiration, or termination of offeror's agreed-upon services for any reason.

L. *Illegal Immigration Reform and Enforcement Act of*

Upload this documentation under the Response Attachment tab via IonWave titled "IMMIGRATION SECURITY DOCUMENTATION".

The Illegal Immigration Reform and Enforcement Act of 2011 applies to and is a requirement for all DeKalb County School District solicitations for physical performance of services (i.e., public works contracts). **The Illegal Immigration Reform and Enforcement Act of 2011 does not apply to solicitations for items, commodities and products.**

Bidders must complete and/or have their subcontractors complete the following forms:

- 1) Immigration and Security Certification
- 2) Offeror E-Verify Affidavit
- 3) Contractor Affidavit (Contractor Only)
- 4) Subcontractor Affidavit (Subcontractor Only); and
- 5) Sub-Subcontractor Affidavit (Sub-Subcontractor Only)

The Immigration and Security Certification, the Offeror E-Verify Affidavit, the Contractor Affidavit, Subcontractor Affidavit and the Sub-Subcontractor Affidavit must be completed, notarized and submitted with your bid response.

I acknowledge the Illegal Immigration Reform and Enforcement Act of 2011 requirements for service providers and confirm by my signature below that the Immigration and Security Certification, the Contractor Affidavit, the Subcontractor Affidavit and the Sub-Subcontractor Affidavit are each completed, notarized and made a part of this solicitation response package. I also acknowledge that all items or services furnished to DCSD must comply with applicable federal and state immigration laws, and regulation.

_____ Please check here if the Illegal Immigration and Reform Act of 2011 **does not** apply to your solicitation, because it is one for items, commodities, or products. If this does not apply to any portion of the solicitation, then the Offeror is not required to complete the Contractor Affidavit, the Subcontractor Affidavit and the Sub-Subcontractor Affidavit (reference Attachment page).

M. *Price Provisions*

In the event DCSD determines that outsourcing these services are in its best interest, with the approval of the DeKalb County Board of Education, the successful offeror will be notified in writing. A contract confirming firm fixed price and other terms shall be signed by the parties. **Services will begin on or about March 2026.** The initial contract duration shall be for one year from the final execution date of both parties. The contract may contain up to **four (4) 1-year extension options** contingent upon DCSD's offer of such extension, the successful offeror's acceptance and the approval of the DeKalb County Board of Education to extend the contract. The contract is subject to the approval of the DeKalb County Board of Education and to fiscal year funding limitations. The contract price must be held firm for the entire term of the contract.

DCSD reserves the right to terminate any resulting contract for convenience. In the event of contract termination by DCSD, the DCSD will be responsible only for those services and deliverables that have been received and accepted. Any cancellation for convenience by DCSD shall be effective three (3) business days after receipt of the Notice of Cancellation for convenience from DCSD by the bidder. Non-performance of contract terms shall give sufficient cause for DCSD to cancel the contract. Non-performance shall be construed to include, but is not limited to, failure of the bidder to deliver equipment or perform services in the time specified or in the manner required.

Only one (1) price change will be considered during any 12-month period and shall be effective at the renewal/extension anniversary, commencing on the extension/renewal date on any individual product or service included in this ITB. Any price increase must be approved in writing by DCSD.

N. *Permits and Applicable Laws*

By submitting a bid, bidder acknowledges its acceptance of the ITB specifications and the contract terms and conditions without change except as otherwise expressly stated in the submitted bid.

If a bidder takes exception to a contract term or provision, the offeror must state the reason for the exception and state the specific contract language it proposes to include in place of the provision. Any exceptions to the contract must be submitted as an attachment to the bidder's response. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in the ITB.

Bidders shall at their own expense obtain all necessary permits, certifications, and licenses and shall comply with all applicable local, state, and federal laws, ordinances, rules, and regulations necessary to the full execution of the requirements stated herein. Bidders shall maintain all such permits, licenses, certifications, and compliances in a current status throughout the course of the contract. Bidders shall submit copies of permits, licenses, and certifications evidencing proof of the aforementioned immediately upon request of DCSD. Bidders shall be in compliance with registration with the Georgia Secretary of State's office as applicable.

O. *Infringement*

Bidder shall fully indemnify Indemnitees against any claims of infringement of any patent, copyright, trade secret, trademark, or other intellectual property rights related to the bidder's response to this ITB or services performed upon contract award. Bidder's obligation to indemnify any Indemnitee shall survive the completion, expiration, or termination of bidder's agreed-upon services for any reason.

P. *Ownership Rights*

DCSD shall retain ownership rights to the contents of all documents, supporting literature, and data submitted by bidders to this ITB.

Q. *Non-Collusion*

Upload this documentation under the Response Attachment tab via IonWave titled "NON-COLLUSION"

Bidders shall fully certify that they, as individuals or as officials of a business entity, have not entered into any agreement, participated in collusion, or otherwise taken any action in restraint of free and competitive responses to this ITB. Further, bidders guarantee that their response is not made in conjunction with or on behalf of another party and that they have not been directly or indirectly induced in any manner or taken any action to result in a restriction of trade or in an unfair advantage.

R. *Conflict of Interest*

Upload this documentation under the Response Attachment tab via IonWave titled "Conflict of Interest".

Bidder shall use its best efforts to disclose with their proposal the name of any officer, director, or agent who also is a DCSD employee, agent, representative, contractor, immediate family member (spouse, child, sibling, or parent or the spouse of a child, sibling or parent) or DeKalb County Board of Education member. Bidders shall also disclose the name of any DCSD employee, agent, representative, contractor, immediate family member or board member who owns, directly or indirectly, an interest in five percent or more in the Bidder's company or any of its branches. In the event the Bidder was aware of a conflict of interest prior to the award of the contract and did not disclose the conflict DCSD may, at its discretion, terminate the contract for default. The Bidder further agrees that, if after award, a conflict of interest is discovered, an immediate and full disclosure in writing must be made to the **DCSD Vendor Services- Procurement Department** which must include a description of the action which the Bidder has taken or proposes to take to avoid or mitigate such conflicts. If a conflict of interest is determined to exist, DCSD may, at its discretion, cancel the contract. Bidders shall certify that their response to this ITB is impartial, at arms-length, and free of any conflict of interest at this time, unfair advantage, or personal benefit to any DCSD official.

S. Financial Stability

Upload this documentation under the Response Attachment tab via IonWave titled "FINANCIAL STATEMENTS".

1. Bidders shall provide a copy of their company's audited financial statements for the previous two (2) years – 2022 and 2023. A certified audit is preferred however, an offeror's 2022 and 2023 tax returns and balance sheets will be accepted.
2. Indicate here if your company is publicly traded or not publicly traded:
My company is publicly traded. /
My company is not publicly traded. X /
3. If your company is a publicly traded company, provide a copy of your company's annual report for the previous two (2) years – 2022 and 2023.
4. List all civil and criminal proceedings your company has been the subject of, or named a party in, and provide the outcome of those proceedings. This list should include any lawsuits, administrative actions, or litigation to which your company is currently a party or has been a party. Please explain the basis for all claims, your response to those claims and state whether a settlement was reached, or a judgment entered.
5. State whether your company, or any affiliate currently or previously associated with your company, has ever filed a petition in bankruptcy, taken any actions with respect to insolvency, reorganization, receivership, moratoriums or assignment for the benefit of creditors, or otherwise sought relief from creditors.
6. State whether your company was the subject of any order, judgment or decree not subsequently reversed, suspended or vacated by any court permanently enjoining your company from engaging in any type of business practice.

T. No Obligation/No Order(s) Guaranteed/Cost to Bid

The contract will be awarded to the lowest responsive and responsible bidder meeting the specifications within this Invitation to Bid if the appropriate funds are available and the contract is approved by the DeKalb County Board of Education. The acquisition of any program, product, or element by bidders to satisfy any requirements of this Invitation to Bid is the sole responsibility of bidders. There is no guarantee that any bidder will receive an order as a result of a bid or request for quotation. Any/all costs incurred, including sample submission (if required) by the bidder in preparation and submission of this bid, including catalog mailing, are the sole responsibility of the bidder. Expenses incurred by the bidder will not be reimbursed by DCSD or become a reason for placing an order with the bidder.

U. Confidentiality and Non-Disclosure

Information made available to bidders by DCSD shall be used only for purposes related to responding to this ITB and shall not be used for any other purpose without the express written permission of DCSD.

Bidders to this ITB unequivocally agree to assume responsibility for protecting and safeguarding the confidentiality of DCSD records that are not public information. Such information may include but is not limited to student and human resource file contents.

V. Business License

Upload this documentation under the Response Attachment tab via IonWave titled "BUSINESS LICENSE".

Bidders shall submit with their bid, a copy of their valid company business license. If the bidder is a Georgia corporation, bidder shall submit a valid county or city business license. If the bidder is not a Georgia corporation, bidder shall submit a certificate of authority to transact business in the state of Georgia and a copy of their valid business license issued by their home jurisdiction. If bidder holds a professional certification which is licensed by the state of Georgia, bidder shall submit a copy of their valid professional license. Any license submitted in response to this requirement shall be maintained by the bidder for the duration of the contract.

W. Protest Process

This section describes the mandatory administrative procedure whereby Bidders submitting sealed competitive bids/proposals (hereinafter referred to as "bidders") to DCSD for proposals worth \$100,000 or more may challenge the solicitation process, and whereby bidders/Offerors on sealed competitive bids directly related to Vendor Services for proposals worth \$100,000 or more, may challenge contract awards.

1. **Protests.** A bidder may file a written protest challenging DCSD's compliance with applicable procurement procedures subject to the bidder's compliance with the provisions outlined below. Any such written protest will be resolved in accordance with these provisions:
 - a) appropriate identification of the solicitation;
 - b) a statement of reasons for the protest;
 - c) supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time (in which case the Bidder must proceed to file the protest during the filing period identified below but state the expected availability of the material); and the desired remedy.
2. **Types of Challenges.** Any bidder interested in and capable of responding to a competitive solicitation may file a protest with respect to the competitive solicitation process including, but not limited to, a challenge to specifications or any events or facts arising during the solicitation process. Any bidder submitting a timely bid/proposal in response to a competitive solicitation may file a protest with respect to DCSD's intended or actual contract award including, but not limited to, events or facts arising during the evaluation and/or negotiation process.
3. **Form of Protest.** At a minimum, the written protest must include the following:
 - a) the name and address of the protestor;
 - b) appropriate identification of the solicitation;
 - c) a statement of reasons for the protest;
 - d) supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time (in which case the Bidder must proceed to file the protest during the filing period identified below but state the expected availability of the material); and the desired remedy.

DCSD, at its discretion, may deem issues not raised in the initial protest as waived with prejudice by the protesting Bidder.

4. **Filing Protests.** A protest is considered to be properly filed when it is in writing, signed by a company officer authorized to sign contracts on behalf of the Bidder, and is received by the Vendor Services. The protest may be sent by any of the following means:

MAIL: Attention: Carla Smith, Executive Director
DeKalb County School District
Vendor Services

1701 Mountain Industrial Boulevard
Stone Mountain, Georgia 30083

Email: solicitationquestions@dekalbschoolsga.org

The Bidder must observe the following deadlines when filing a protest:

Type of Protest	Protest Filing Deadline
Challenge to Competitive Solicitation Process	Two (2) business days prior to the closing date and time of the solicitation as identified on the Invitation to Bid.
Challenge to an Intended or Actual Contract Award	In the event DCSD posts a Notice of Intent to Award ("NOIA"), the protest must be filed within ten (10) calendar days of the date the NOIA is posted.
	In the event DCSD does not post a NOIA, the protest must be filed within ten (10) calendar days of the date the Notice of Award ("NOA") is posted.

If a bidder fails to file a protest by the applicable deadline, such failure shall be deemed as a waiver with prejudice of any grounds the bidder may have for protest.

5. **Stay of procurement during protest review.**

When a protest challenging the competitive solicitation process has been timely filed at least two (2) business days prior to the closing date and time, the solicitation shall not close until a final decision resolving the protest has been issued, unless the facilities management department makes a written determination that the closing of the solicitation without delay is necessary to protect the interests of DCSD.

When a protest challenging an intended contract award has been timely filed, DCSD shall not proceed to actual contract award unless the **Vendor Services Department** makes a written determination that the issuance of a contract or performance of the contract without delay is necessary to protect the interests of DCSD. If it is determined that it is necessary to proceed with contract performance without delay, the bidder/Offeror with this contingent contract may proceed with performance and receive payment for work performed in strict accordance with the terms of the contract. The provisions of this paragraph are not applicable to a protest pertaining to events or facts arising during the solicitation process.

6. **Protest Resolution.**

The Vendor Services Department shall review and issue a written decision on the protest within seven (7) business days. This decision shall be deemed final. Available remedies for sustained protests are as follows:

- If a protest is sustained prior to the closing date and time of the solicitation, available remedies may include, but are not limited to, the following: modification of the solicitation document including, but not limited to, specifications and terms and conditions; extension of the solicitation closing date and time (as appropriate); and cancellation of the solicitation.
- If a protest of the intended/actual contract award is sustained, available remedies may include but are not limited to, the following: revision or cancellation of the NOIA/NOA, re-evaluation and re-award, or re-solicitation with appropriate changes to the new solicitation.

7. **Costs**

In no event shall a bidder be entitled to recover any costs incurred in connection with the solicitation or protest process, including, but not limited to, the costs of preparing a bid/proposal, the costs of participating in the protest process, or any attorney fees.

PART III

SCOPE OF WORK

A. Purpose/Project Overview

The DeKalb County School District (DCSD) is seeking bids from experienced, licensed, and qualified contractors to provide *New and Retread Tires*. Services may include routine maintenance, repairs, installation, and renovation projects across all DCSD facilities. The purpose and intent of this ITB is to establish a term contract for services to support the DCSD Fleet Services Department. Awarded bidder shall provide services in accordance with the specifications, requirements and terms and conditions stated herein.

The work to be done under this contract includes, but is not limited to; providing all labor, materials, supervision, equipment, incidentals, all related items, services, and all things necessary to complete the work in accordance with the specifications contained herein. No work within the scope of this contract shall be done without a valid purchase order. Any and all additional work or service required must be submitted in the form of an estimate to the DCSD Operations Department.

Awarded bidder shall provide equipment and services in accordance with the scope of work, requirements and terms and conditions stated herein. Services shall include all labor, materials, tools, specialized equipment, supplies, trained personnel, insurance, travel, per diem, direct and indirect administrative costs, overhead, tolls, parking, fuel, lodging, all other cost and charges, and all things and services necessary and in accordance with the requirements of this ITB. There shall be no add-on charges of any kind.

DCSD reserves the right to make multiple awards.

Award will be made to the lowest responsive and responsible bidder meeting all specifications and requirements. The bidder(s) who submits the lowest price, whose bid meets the specifications, terms, and conditions set forth in the Invitation to Bid, and who is clearly capable of delivering the product(s) or service(s) specified, will be recommended to the Board for approval.

The DCSD reserves the right to accept or reject any part of a submitted bid, to accept the entire bid from one bidder, to accept portions of the bid from several bidders, or to reject all bids submitted or waive any minor irregularity. The DCSD reserves the right to award the bid under the most beneficial economic terms for the DCSD. DCSD, at its discretion, determines the process whereby bids are awarded. No damages shall be recoverable by any challenger as a result of these determinations or decisions by DCSD.

DCSD reserves the right to add or remove DCSD facilities (schools or centers) as needed.

B. Project Scope of Work

1. PURPOSE

The DeKalb County School District is seeking bids from qualified contractors (here and after called "Contractor") licensed by the State of Georgia or authorized to transact business in the State of Georgia to establish competitive pricing for the supply and delivery of tires, new and retread to the DCSD Fleet Maintenance Department in accordance with the specifications, terms and conditions stated herein.

DCSD currently has 1,023 buses, consisting of 35, 48, 65, 72 and 84 passenger buses and a fleet of service support vehicles.

2. REQUIREMENTS

- a. All associated charges, such as delivery charges, government mandated disposal fees, casing disposal, equipment charges and mileage charges are to be included in the contractor's pricing. DCSD will not accept under any circumstances the addition of surcharges such as fuel or any other related costs or fees that would alter the contract price.
- b. All items will be delivered to and picked up at the DCSD locations listed below.

Sam A. Moss Service Center

Fleet Services Department
1780 Montreal Road,
Tucker, Georgia 30084.

Greg Davis Fleet Center (AIC)

1701 Mountain Industrial Blvd.
Stone Mountain, Georgia 30083

Doraville Administrative Complex

3932 Flowers Road
Atlanta, GA 30360

- c. Contractor must have the capability to deliver at least once a week.
- d. When picking up casings to be retreaded, contractor will be required to supply a numbered manifest to DCSD that will include the casing brand and DOT#.
- e. When picking up wheels and tires for mounting, contractor will be required to number and account for DCSD wheels using a unique identifier.
- f. Contractor must utilize an electronic inventory tracking system which includes the ability to generate monthly casing reject and failure reports. DCSD will require that these reports be made available via email. These reports will be available the first business day of each month.
- g. A contractor's failure to deliver any items/services according to specifications set forth in their bid may result in cancellation of the purchase and permanent removal from the DCSD's Contractor list. If any item does not meet DCSD's specifications, the item(s) will be picked up and removed from the premises at the sole cost of the Contractor.
- h. Bidders are required to submit a specification sheet for each item bid. DCSD reserves the right to request samples for evaluation from the lowest responsive bidders. Samples will be provided by the vendor at no additional charge. DCSD may request up to one (1) case for evaluation purposes.
- i. Awarded vendor must coordinate with DCSD to have a facility tour of the tire plant to become familiar with the tire process.

4. TIRES PROPOSED

- a. Brand names and types described are considered the most appropriate to meet the District's needs for use on DCSD owned vehicles and equipment. Alternate brands will not be considered for this bid, however, the bidder may request a product evaluation for future consideration. These requests will be evaluated for inclusion in the next annual bid.
- b. The brand offered and awarded will be the only product to be supplied. No substitutes will be allowed. In the event this particular make or model becomes discontinued, the vendor may offer a replacement for that particular item. The replacement brand/model must meet or exceed the minimum specifications of the discontinued item, must be pre-approved by DCSD and offered at the same pricing structure as the original product.

5. RETREAD SPECIFICATIONS

- a. Retread Tires must be produced by cold cap process only. Hot capped tires are not acceptable.
- b. Retread rubber must be made in the United States only.
- c. Minimum tread depth of retread tires must be 20/32 inch with a ribbed, all position tread pattern.
- d. Retreading process must include a shearography and nondestructive testing of all casings.
- e. Casings will be retreaded no more than 2 times and are not to be older than 5 years old.
- f. DCSD may stock limited quantities of retread tires, at its discretion.
- g. All scrap casings are to be available for inspection by DCSD for 30 days prior to disposal.
- h. All tires delivered will be mounted on wheels, balanced, with new valve stems, valve core and valve cap.
- i. Vendor must inspect wheels for rust and damage and recommend replacement or refurbishing.
- j. Vendors must have authorization from DCSD before any refurbishing or replacement.

6. NEW TIRE SPECIFICATIONS AND REQUIREMENTS

- a. Contractors are expected to maintain sufficient stock of new tires on hand to meet DCSD delivery requirements.
- b. Tread depth and tread width for new steer tires should meet or exceed the following specifications:

NEW STEER TIRES			
TIRE SIZE	TREAD DEPTH	Tread Width	Load Range
245/75R22.5	18/32"-29/32"	9.5"	G
245/70R19.5	18/32"-29/32"	10.0"	G
255/70R22.5	18/32"-29/32"	10.0"	G
10R22.5	21/32"	10.1"	G
11R22.5	21/32"	10.8"	H

- c. Tread depth and tread width for retread tires should meet or exceed the follow specifications:

RETREAD TIRES			
RETREAD TIRE SIZE	RETREAD DEPTH	RETREAD WIDTH	LOAD RANGE
245/75R22.5	21/32"	9.5"	G
255/70R22.5	21/32"	10.0"	G
10R22.5	21/32"	10.1"	G
11R22.5	21/32"	10.8"	H
255/75R22.5	21/32"	10.0"	G

- d. Tread depth for casing retread should meet or exceed the follow specifications:

CASING RETREAD TIRES			
RETREAD TIRE SIZE	RETREAD DEPTH	RETREAD WIDTH	LOAD RANGE
245/75R22.5	21/32"	9.5"	G
255/70R22.5	21/32"	10.0"	G
10R22.5	21/32"	10.1"	G
11R22.5	21/32"	10.8"	H
255/75R22.5	21/32"	10.0"	G

- e. All new tires must have been produced within the last twelve (12) months and come with a guaranteed mileage warranty.
- f. All tires must be minimum of 4-ply.

7. STOCKING/DELIVERY

- a. DCSD will stock minimum quantities of each tire size. The successful Contractor shall keep on hand for immediate delivery an amount at least equal to that required to replenish the stock level at any given time.
- b. DCSD requires at least weekly deliveries of tires to maintain the stock level requirements. Emergency deliveries may be required and shall be at no additional cost.
- c. If a tire awarded on this contract becomes unavailable, Contractor shall supply an equal or better substitution at the contract price. All substitutions shall be approved by DCSD prior to order & delivery.
- d. All prices are to be F.O.B. Destination and must include all charges for delivery and unloading to one of the DCSD bus shop locations.

8. TIRE DISPOSAL

- a. When picking up scrap tires for disposal, the Contractor shall provide the DCSD Fleet Maintenance Department a copy of the manifest or other documentation required for compliance with the State of Georgia and federal environmental rules and regulations on tire disposal.
- b. Other than tires to be used in the recap process, Contractor is authorized to re-use tires in its best interest in exchange for lower Tire Management/Disposal fees to DCSD.
- c. Contractor is responsible for proper disposal of all DCSD used tires in compliance with all Federal, State, and Local laws.
- d. Annually, the Contractor shall provide DCSD a copy of manifest or other documentation required for compliance with State of Georgia and Federal environmental rules and regulations on tire disposal for all tire disposed in the past fiscal year.
- e. All tires that are deemed unserviceable by the vendor will be inspected by DCSD and the vendor to determine the buy-back credit for the tire. The buy-back credit will range from \$25.00 - \$60.00 depending on the unserviceable condition of the tire.

9. WARRANTY

- a. Contractor to indicate warranty period on tires proposed. Warranty to begin on day of tire installation.
- b. Warranty period may be a consideration in the award recommendation.

C. References Upload this document under the Response Attachment tab via IonWave titled "References".

Bidder must provide the names and contact phone numbers of at least three (3) current clients, preferably clients comparable to DCSD, for whom the bidder is providing or has provided comparable services. Bidder's Reference Form, **References will be contacted.**

D. Brochures, Catalogs, Manuals, Websites, Literature

In addition to the formal response to this ITB, all bidders are encouraged to submit brochures, catalogs, manuals, website materials, industry literature, and any other marketing and informational media which will support and enhance their submission value.

E. REQUIRED CONTENT / DOCUMENT CHECKLIST

All potential respondents must register as a vendor at <https://dekalbschoolsga.ionwave.net>.

IMPORTANT NOTICE: Submittals to this solicitation will be received electronically on the DeKalb County School District website at <https://dekalbschoolsga.ionwave.net>.

IonWave will not accept a bid submission without the required documents listed below. Failure to upload the required information and/or documentation required in this solicitation may cause the submission to be declared non-responsive and rejected.

All ITB submissions must include the following items and attachments:

- Audited Company Financial Statements/Company Annual Reports for 2022 and 2023 (**Upload Required**)
- Business License (**Upload Required**)
- Certificate of Insurance (**Upload Required**)
- Attachment A – Bid Form (**Upload Required**)
- Attachment B – Critical Paragraphs (**Upload Required**)
- Attachment C- Bidder's Client Reference Form (**Upload Required**)
- Attachment D – Statement of Confidentiality and Non-Disclosure (**Upload Required**)
- Attachment E- Suspension and Debarment (**Upload Required**)
- Attachment F– Conflict of Interest (**Upload Required**)
- Attachment G – Immigration & Security Certification (**Upload Required**)
- Attachment H- Vendor's Questionnaire (**Upload Required**)
- Attachment I- Non-Collusion (**Upload Required**)
- Attachment J – Signature Page (**Upload Required**)
- Brochures, manuals, websites, literature, and/or other marketing media
- Addenda – Each individual Addendum must be printed, signed, and uploaded (if applicable).

Revised- Attachment A

ITB 26-715 New and Retread Tires

Bid Form

Bidder must provide costs to DCSD associated with the services requested in this ITB. Pricing must be submitted on this form in the format requested. **Alterations to the bid form may result in the bid being deemed non-responsive and rejected.**

Pricing shall include all labor, materials, tools, specialized equipment, supplies, trained personnel, insurance, travel, per diem, direct and indirect administrative costs, overhead, tolls, parking, fuel, all other costs and charges necessary to perform the services requested in this ITB.

Firestone or Bridgestone tires are preferred; however, equivalent brands meeting the District's specifications for both new and retread tires will be considered.

Item Number	Description	Estimated Quantity	Mileage Warranty (number of months)	Unit Price (each)	Total
1.	10R/22.5	900	Number of months not available See attached Warranty	\$ 338.63	\$ 304,767.00
Item 1 Proposed Manufacturer/Tire Size: Firestone FS561A					
2.	LT245/75R22.5	200	Number of months not available See attached Warranty	\$ 366.51	\$ 73,302.00
Item 2 Proposed Manufacturer/Tire Size: Bridgestone R268					
3.	235/75R17.5	4	Number of months not available See attached Warranty	\$ 125.00	\$ 500.00
Item 3 Proposed Manufacturer/Tire Size: Zenna AP250					
4.	P235/55R17	30	Number of months not available See attached Warranty	\$ 101.85	\$ 3,055.50
Item 4 Proposed Manufacturer/Tire Size: Firestone AS V2					
5.	215/60R16	20	Number of months not available See attached Warranty	\$ 78.20	\$ 1,564.00
Item 5 Proposed Manufacturer/Tire Size: Firestone All Season					
6.	P265/60R17	20	Number of months not available See attached Warranty	\$ 126.20	\$ 2,524.00
Item 6 Proposed Manufacturer/Tire Size: Firestone Pursuit					
7.	P235-75R16	10	Number of months not available See attached Warranty	\$ 120.68	\$ 1,206.80
Item 7 Proposed Manufacturer/Tire Size: Firestone Destination LE3					
8.	235/85R16	20	Number of months not available See attached Warranty	\$ 127.35	\$ 2,547.00
Item 8 Proposed Manufacturer/Tire Size: Firestone Transforce HT3					
9.	245/75R16 (Light Truck)	30	Number of months not available See attached Warranty	\$ 122.32	\$ 3,669.60
Item 9 Proposed Manufacturer/Tire Size: Firestone Transforce HT3					
10.	255/70R22.5	40	Number of months not available See attached Warranty	\$ 312.64	\$ 12,505.60
Item 10 Proposed Manufacturer/Tire Size: Firestone FS560					

11.	11R/22.5-14	1200	Number of months not available See attached Warranty	\$ 335.00	\$ 402,000.00
Item 11 Proposed Manufacturer/Tire Size: Firestone FS561A					
12.	LT245/75R17	70	Number of months not available See attached Warranty	\$ 142.77	\$ 9,993.90
Item 12 Proposed Manufacturer/Tire Size: Firestone Transforce HT3					
13.	235/85R16	20	Number of months not available See attached Warranty	\$ 127.35	\$ 2,547.00
Item 13 Proposed Manufacturer/Tire Size: Firestone Transforce HT3					
14.	245/70R195	20	Number of months not available See attached Warranty	\$ 301.75	\$ 6,035.00
Item 14 Proposed Manufacturer/Tire Size: Firestone FS561					
15.	245/75R16- (P-Metric)	10	Number of months not available See attached Warranty	\$ 121.98	\$ 1,219.80
Item 15 Proposed Manufacturer/Tire Size: Firestone Destination LE3					
16.	11R/22.5-16	300	Number of months not available See attached Warranty	\$ 345.00	\$ 103,500.00
Item 16 Proposed Manufacturer/Tire Size: Firestone FS561A					
17.	10-16.5	4	Number of months not available See attached Warranty	\$ 149.28	\$ 597.12
Item 17 Proposed Manufacturer/Tire Size: Firestone RG NHS					
18.	12-16.5	4	Number of months not available See attached Warranty	\$ 206.94	\$ 827.76
Item 18 Proposed Manufacturer/Tire Size: Firestone RG NHS					
19.	10R-22.5 (Recap)	1025	Number of months not available See attached Warranty	\$ 115.00	\$ 117,875.00
Item 19 Proposed Manufacturer/Tire Size: Bandag BDV					
20.	11R-22.5 (Recap)	1200	Number of months not available See attached Warranty	\$ 125.00	\$ 150,000.00
Item 20 Proposed Manufacturer/Tire Size: Bandag BDV					
21.	245/75R22.5 (Recap)	350	Number of months not available See attached Warranty	\$ 100.00	\$ 35,000.00
Item 21 Proposed Manufacturer/Tire Size: Bandag BDV					
22.	255R/75R-22.5 (Recap)	75	Number of months not available See attached Warranty	\$ 110.00	\$ 8,250.00
Item 2 Proposed Manufacturer/Tire Size: Bandag BDV					
ADDITIONAL PRICING					
23.	Mount/ Dismount (Per Tire)			\$ 8.00	
24.	Balancing (Per Tire)			\$ 8.00	
25.	Valve Stem (Per Tire)			\$ 2.00	
26.	Flo-Thru Cap (Per Tire)			\$ 1.50	
27.	Wheel Refurbishing (Per Tire)			\$ 25.00	
28.	Indicate Warranty Period See attached Warranties			Notes:	

** DCSD reserves the right to request and negotiate a "best and Final" response from Bidders. **

Complete the following:

Southern Tire Mart, LLC

Company Name

Kent Saucier

Director of Government Sales

Authorized Company Representative Name (please print)

Title

12/15/2025

Authorized Company Representative Signature

Date

800 Highway 98 Columbia, MS 39429

Address

877-786-4681

Phone

gov-sales@stmtiers.com

Email

Attachment B

ITB 26-715 New and Retread Tires Critical Paragraphs

Offerors must put their initials in the space provided in front of each critical paragraph and sign below. Initials signify that the information has been read and the offeror agrees to comply with the requirement, stipulations, terms and conditions. Attach and label "Critical Paragraph."

- 1) KEJ This ITB does not commit DCSD to any offeror to this ITB. DCSD is not liable for any costs incurred by an offeror in responding to this ITB. There is no guarantee of any offeror receiving an award or contract as a result of submitting a response to this ITB.
- 2) KEJ Any news release or publicity pertaining to any phase of this ITB will be the responsibility of DCSD and must be cleared through DCSD's Department of Communications and Community Relations.
- 3) KEJ It is the responsibility of offerors to make themselves aware of and to comply with any addenda, questions and answers posted to the DCSD website in relation to this ITB. All addenda must be printed, signed by the certifying official and included in the ITB submittals. Failure to do so will cause the offeror to be deemed non-responsive to the requirements of this ITB.
- 4) KEJ Offerors to the ITB agree to fully indemnify DCSD as stated in the ITB.
- 5) KEJ Offerors certify that they have not engaged in collusion and guarantee that their response is not made in conjunction with or on behalf of another party and that they have not been directly or indirectly induced or acted in any manner to result in restriction of trade or unfair advantage.
- 6) KEJ The DCSD reserves the right to reject any and/or all responses submitted and to waive any technicalities or minor irregularities in responses received. DCSD reserves the right to award any resulting contract in the manner that is in the best interest of and most advantageous DCSD.
- 7) KEJ Offeror understands that this solicitation requires Board of Education Approval.

Attachment C**ITB 26-715 New and Retread Tires****Attach and label "Offeror's Client References."****BIDDER'S CLIENT REFERENCES*****(Please copy this form and use one form per reference.)*****Attach and label "Offeror's Client References."**Atlanta Public SchoolsCompany Name Providing Reference1661 Metropolitan Pkwy Atlanta, GA 30315Address City/State/ZipAnthony AshleyName of Contact Person404-802-5524Telephone Number of Contact PersonAnthony.Ashley@atlanta.K12.ga.usEmail Address of Contact Person2019 to PresentDate/Duration of Service RelationshipDescribe in Detail Services Provided (use additional sheets if necessary):Provide new tires, retreads, and services to the transportation fleet. Bus tires are provided on a mounted wheel
program. We also provide new tires to the white fleet and perform alignments at our shop when needed.

Important! This is a vital part of your ITB submission. DCSD will verify client references. It is advisable that you inform your reference contact person that you have listed them for reference.

Attachment C**ITB 26-715 New and Retread Tires****Attach and label "Offeror's Client References."****BIDDER'S CLIENT REFERENCES*****(Please copy this form and use one form per reference.)*****Attach and label "Offeror's Client References."**City of AtlantaCompany Name Providing Reference23 Claire Drive Atlanta, GA 30315Address City/State/ZipGeorge WheelerName of Contact Person404-788-6708Telephone Number of Contact PersonGwheeler@atlantaga.govEmail Address of Contact PersonCurrent Contract through November 2027, and we have been doing the business for the last 5 years.Date/Duration of Service RelationshipDescribe in Detail Services Provided (use additional sheets if necessary):

Provide New Tires and retreads to the fleet at multiple locations. All of their retreads we provide on a mounted
tire program along with some of their new medium truck tires. We also provide 24/7 roadside service as well as
performing some mechanical work as well as alignments and preventative maintenance to some of their vehicles.

Important! This is a vital part of your ITB submission. DCSD will verify client references. It is advisable that you inform your reference contact person that you have listed them for reference.

Attachment C**ITB 26-715 New and Retread Tires****Attach and label "Offeror's Client References."****BIDDER'S CLIENT REFERENCES*****(Please copy this form and use one form per reference.)*****Attach and label "Offeror's Client References."**Cobb County SchoolsCompany Name Providing Reference620 S. Cobb Dr. SE Marietta, GA 30060Address City/State/ZipMichael WarnerName of Contact Person770-426-3339Telephone Number of Contact PersonMichael.Warner@cobbk12.orgEmail Address of Contact PersonCurrent Contract is up for renewal July 31, 2026Date/Duration of Service Relationship**Describe in Detail Services Provided (use additional sheets if necessary):**Provide New tires and Retreads to the school bus fleet. Service Calls if needed.

Important! This is a vital part of your ITB submission. DCSD will verify client references. It is advisable that you inform your reference contact person that you have listed them for reference.

Attachment D

ITB 26-715 New and Retread Tires

Statement of Confidentiality and Non-Disclosure

Any non-public information made available to the offeror by DCSD in relation to this ITB shall be used only for those purposes outlined in the ITB document and shall not be used in any other way without the written permission of the DCSD.

If the offeror is uncertain about the proposed use of information provided in relation to this ITB, the offeror shall consult with the DCSD ITB contact person as identified in the ITB document for clarification.

The offeror agrees to assume full responsibility for protecting the confidentiality of DCSD records that are not public information. Such information may include but is not limited to student and employee data and other written and oral information of a personal and/or confidential nature, which shall be safeguarded by the offeror to ensure that it is not improperly disclosed.

Southern Tire Mart, LLC

Offeror Company Name

Kent Saucier -

Company Representative



12/15/2025

Date

Attachment E

ITB 26-715 New and Retread Tires

SUSPENSION AND DEBARMENT CERTIFICATION

By submitting this ITB, the offeror certifies that the proposing company and/or its principals have not been suspended, excluded, disqualified, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in any transaction by any federal or state department or agency and that the offeror complies with all applicable orders, rules and regulations related thereto.

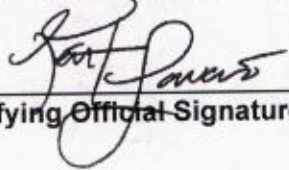
Further, by submitting this ITB, the offeror certifies that all lower tier participating individuals and/or company(s) and all respective principals of lower tier participants have not been suspended, excluded, disqualified, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in any transaction by any federal or state department or agency and that the offeror complies with all applicable orders, rules and regulations related thereto.

The certification placed herein is a material representation of fact upon which reliance will be placed as ITB submissions are evaluated and any transaction is entered into. If it is later determined that the prospective offeror has knowingly rendered an erroneous certification, the DCSD may pursue all available remedies, including but not limited to suspension and/or debarment.

The prospective offeror shall provide immediate written notice to the DCSD Purchasing Department if at any time the prospective offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The prospective offeror agrees by submitting this form that, should the proposed transaction be entered into, the prospective offeror shall not knowingly enter into any lower tier transaction with a person or entity that is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this transaction.

By signing and submitting this form, the offeror is providing the certification set out above.

Signature of Engaging Official: Southern Tire Mart, LLC  Date: 12/15/2025
(Offeror Company Name/Certifying Official Signature)

Further, the DCSD's Purchasing Department will check the SAMS website at <https://www.sams.gov/SAM/> to determine if the offeror is listed.

Attachment F

ITB 26-715 New and Retread Tires Conflict of Interest

Upload this documentation under the Response Attachment tab via IonWave titled "CONFLICT OF INTEREST"

Bidder shall use its best efforts to disclose with their proposal the name of any officer, director, or agent who also is a DCSD employee, agent, representative, contractor, immediate family member (spouse, child, sibling, or parent or the spouse of a child, sibling or parent) or DeKalb County Board of Education member. Bidders shall also disclose the name of any DCSD employee, agent, representative, contractor, immediate family member or board member who owns, directly or indirectly, an interest in five percent or more in the Bidder's company or any of its branches. In the event the Bidder was aware of a conflict of interest prior to the award of the contract and did not disclose the conflict DCSD may, at its discretion, terminate the contract for default. The Bidder further agrees that, if after award, a conflict of interest is discovered, an immediate and full disclosure in writing must be made to the DCSD Purchasing Department which must include a description of the action which the Bidder has taken or proposes to take to avoid or mitigate such conflicts. If a conflict of interest is determined to exist, DCSD may, at its discretion, cancel the contract. Bidders shall certify that their response to this Bid is impartial, at arms-length, and free of any conflict of interest at this time, unfair advantage, or personal benefit to any DCSD official.

Bidder must sign below acknowledging the above statement.

Signature of Company Representative:

Southern Tire Mart, LLC

Company Name/Certifying Official Signature



Date: 12/15/2025

Attachment G

ITB 26-715 New and Retread Tires

IMMIGRATION & SECURITY CERTIFICATION

If you are providing service, performing work or delivering goods to the DeKalb County Board of Education/DeKalb County School District including, but not limited to schools, warehouses and central offices, the applicable Georgia Security and Immigration Compliance documents found here must be completed, signed, notarized and submitted with your bid/proposal. Failure to provide this document with your bid/proposal will result in the disqualification of the bid/proposal.

- 1) Offeror/Bidder (the "Offeror") shall at all times comply with the Georgia Security and Immigration Compliance Act, as amended, O.C.G.A. § 13-10-90 et. Seq.
- 2) In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act, as amended by the Illegal Immigration Reform Act of 2011, O.C.G.A. § 13-10-90 et. Seq. (collectively the "Act"), the Offeror **MUST INITIAL** the statement applicable to Offeror below:

(a) KEJ (Initial here): order to comply with the Act; is authorized to use and uses the federal authorization program under the federal work authorization user identification number issued on the date of authorization below; will continue to use the authorization program throughout the contract period; Offeror further warrants and agrees Offeror shall execute and return any and all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. Seq. [Offerors who initial (a) must attach and return a signed, notarized Contractor Affidavit and Agreement with the Contract if awarded];

or

(b) _____ (Initial here): Offeror warrants that he/she does not employ any other persons, and he/she does not intend to hire any employees or to perform the Contract. [Offerors who initial (b) must attach and return a signed, notarized Affidavit of Exception with the Contract if awarded];

or

- 3) I KEJ (Initial here): Offeror is an individual who is licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for services to be rendered by such individual and thus does not have to provide an affidavit.
- 4) KEJ (Initial here) Offeror will not employ or contract with any subcontractor in connection with a covered contract unless the subcontractor is registered, authorized to use, and uses the federal work authorization program; and provides Offeror with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. Seq.

5) KED (Initial here) Offeror agrees that, if Offeror employs or contracts with any sub-contractor in connection with the covered contract under the Act and DOL Rules 300-10-1-.01, et seq that Offeror will secure from each sub -contractor at the time of the contract the sub-contractor's name and address, the employee-number applicable to the sub-contractor, the date the authorization to use the federal work authorization program was granted to sub-contractor; the subcontractor's attestation of the subcontractor's compliance with the Act and Georgia Department of Labor Rule 300-10-1-.01, et seq.; and the subcontractor's agreement not to contract with sub-subcontractors unless the sub-subcontractor is registered, authorized to use, and uses the federal work authorization program; and provides subcontractor with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. Seq.

6) KED (Initial here) Offeror agrees to provide the DeKalb County School District with all affidavits of compliance as required by O.C.G.A. § 13-10-90 et seq. and Georgia Department of Labor Rules 300-10-1-.01, et seq within five (5) business days of receipt.

Signature [Signature]

12/15/2025

Date

138645

EEV/Basic Pilot Program
User Identification Number

12/15/2025

Date of Authorization

Firm Name: Southern Tire Mart, LLC

Street/Mailing Address: 800 Highway 98

City, State, Zip Code: Columbia, MS 39429

Telephone Number: 877-786-4681

Email Address: gov-sales@stmtires.com

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

15 DAY OF December, 2025

Notary Public: [Signature]

My Commission Expires: 1/6/2030



**DEKALB COUNTY SCHOOL DISTRICT
Offeror E-Verify Affidavit**

By executing this affidavit, the undersigned Offeror verifies its compliance with **Immigration Reform and Control Act of 1986 (IRCA), Pub.L. 99-603**, stating affirmatively that the individual firm or corporation which is engaged in services on behalf of the **DeKalb County School District** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established by federal law and regulation. Furthermore, the undersigned Offeror will continue to use the federal work authorization program throughout the contract period. Offeror hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification number: 06-1689011

Date of Authorization: 12/15/2025

Name of Project: New and Retread Tires

Solicitation Number (if applicable): ITB 26-715

Name of Public Employer: DeKalb County School District

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on Dec., 15, 2025 in Columbia, MS
(city) (state)

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Agent:

Kent Saucier - Director of Government Sales

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 15 DAY OF December, 2025.

Notary Public

Stephanie Harrington

My Commission Expires:

1/6/2030



DEKALB COUNTY SCHOOL DISTRICT
Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual firm or corporation which is engaged in the physical performance of services on behalf of the **DeKalb County School District** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification number: 06-1689011

Date of Authorization: 12/15/2025

Name of Subcontractor: Southern Tire mat, LLC

Name of Project: New and Retread Tires

Solicitation Number (if applicable): ITB 26-715

Name of Public Employer: DeKalb County School District

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on Dec., 15, 202 5 in Columbia, MS
(city) (state)

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Agent:

Kent Saucier - Director of Government Sales

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 15 DAY OF December, 2025.

Notary Public

My Commission Expires:

Stephanie Harrington
1/10/2030



DEKALB COUNTY SCHOOL DISTRICT
Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ on behalf of the **DeKalb County School District** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number: _____

Date of Authorization: _____

Name of Subcontractor: _____

New and Retread Tires

Name of Project: _____

ITB 26-715

Solicitation Number (if applicable): _____

Name of Public Employer: _____

DeKalb County School District

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 202__ in _____, _____
(city) (state)

Signature of Authorized Officer or Agent _____

Printed Name and Title of Authorized Agent: _____

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 20__.

Notary Public _____

My Commission Expires: _____

NOT APPLICABLE TO SOUTHERN TIRE MART, LLC

DEKALB COUNTY SCHOOL DISTRICT
Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for _____ and _____ on behalf of the

DeKalb County School District has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to _____.

Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number: _____

Date of Authorization: _____

Name of Sub-subcontractor: _____

New and Retread Tires

Name of Project: _____

ITB 26-715

Solicitation Number (if applicable): _____

DeKalb County School District

Name of Public Employer: _____

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 202____ in _____, _____
(city) (state)

Signature of Authorized Officer or Agent _____

Printed Name and Title of Authorized Agent: _____

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 20____.

Notary Public _____

My Commission Expires: _____

NOT APPLICABLE TO SOUTHERN TIRE MART, LLC

Attachment H

ITB 26-715 New and Retread Tires

ATTACHMENT H: VENDOR QUESTIONNAIRE

Completion of the following questionnaire is mandatory. Vendors are expected to respond to each question. Failure to respond to each question may result in the vendor being deemed non-responsive. Vendors can attach additional sheet(s) if answers require additional explanation.

Office Address that will perform the majority of the work under this ITB:

6200 Frontage Rd @175 Forest Park, GA 30297

Individual that will be primary point of contact for service under this ITB (name/email/phone):

Kent Saucier - Director of Government Sales

Gov-sales@stmtires.com 877-786-4681

Number of years in business (under submitting company name), providing detailed work in this ITB:

20+ years

How many permanent employees does your company have?

445 in the entire state of GA
85 at the Forest Park Store

Will your permanent employees be responsible for providing all the services outlined in this ITB? If not, please explain your company's plan for providing the services outlined in this ITB.

Yes ☒ No ☐

Has your company ever not completed a contract or had a contract terminated? If yes, please explain by attachment.

Yes ☐ No ☒

Attachment I

ITB 26-715 New and Retread Tires

Non-Collusion

Upload this documentation under the Response Attachment tab via IonWave titled "NON-COLLUSION"

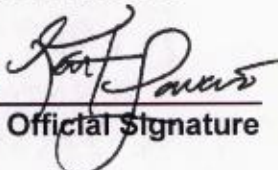
Bidders shall fully certify that they, as an individual or as an engaging official of a formal business entity, have not entered into any agreement, participated in collusion, or otherwise taken any action in restraint of free and competitive responses to this bid. Further, bidders guarantee that their response are not made in conjunction with or on behalf of another party and that they have not been directly or indirectly induced in any manner or taken any action to result in a restriction of trade or in an unfair advantage.

Bidder must sign below acknowledging the above statement.

Signature of Company Representative:

Southern Tire Mart, LLC

Company Name/Certifying Official Signature



Date: 12/15/2025

Attachment J
ITB 26-715 New and Retread Tires
SIGNATURE PAGE

I certify that I have read this ITB document in its entirety and agree to conform to and comply with the terms, conditions and requirements of this ITB. I also certify that I am a duly appointed official of the offering company with the authority to authorize and engage this ITB submittal. Further, I certify that the contents of the response to this ITB are true, accurate and complete.

Kent Saucier

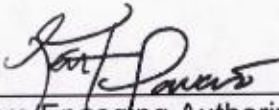
Printed Name/Engaging Authorized
Company Official

Director of Government Sales

Position/Title

Southern Tire Mart, LLC

Offeror's Company Name



Signature/Engaging Authorized
Company Official

Gov-sales@stmtires.com

E-mail address

877-786-4681

Telephone Number

12/15/2025

Date

**END
OF
SOLICITATION**



1701 MOUNTAIN INDUSTRIAL BOULEVARD, STONE MOUNTAIN, GA 30083
<https://dekalbschoolsga.ionwave.net/Login.aspx>

December 12, 2025

TO: ALL OFFERORS UNDER REQUEST FOR PROPOSAL
ITB 26-715 New and Retread Tires

FROM: Procurement Department, DeKalb County School District

ADDENDUM NO. 1

ITB 26-715 New and Retread Tires is hereby amended as follows:

1. Refer to **ITB 26-715 Q&A Responses** for responses to questions properly received by the questions deadline.
2. Referring to **ITB 26-715**, delete in its entirety **Attachment A- Bid Form** and replace with **ITB26-715 Revised Attachment A Bid Form (Upload Required)**.
3. Referring to **ITB 26-715**, delete in its entirety **ITB 26-715 New and Retread Tires Solicitation Document** and replace with **ITB 26-715 Revised New and Retread Tires Solicitation Document**.
4. All other conditions remain in full force and effect.
5. All offerors under this solicitation are kindly requested to acknowledge receipt of this **Addendum No. 1** by signing the page below and uploading with your proposal.

Kent Saucier

COMPANY NAME/CERTIFYING OFFICIAL SIGNATURE

ZENNA - 235/75R17.5 H AP-250



Commercial Truck/Bus. Medium-Duty Truck All-Position Radial tire Best Suited for Steer Axle Applications.

Features

- 5-rib tread design
- Steel belted

Benefits

- For improved stability and handling
- To improve treadwear and mileage
- To improve treadwear and mileage



Specifications

Manufacturer Item Number	1173593175
Make	ZENNA
Model	AP-250
Display Name	235/75R17.5 H AP-250
Load Range	
UTQG	
Sidewall	BSW

Section Width	235
Aspect Ratio	75
Rim Size	17.5
Inch Width	
Diameter	
Metric Rim Diameter	
Overall Diameter	31.38
Load Rating (Single/Double)	143/141
Speed Rating	L
Ply Rating	16
Load Capacity Single (lbs)	6005
Load Capacity Dual (lbs)	5675
Max Inflation Pressure	130
Weight	60
Warranty	
Overall Width	9.2
Tread Depth	16
Revolutions Per Mile	
UPC	844402073206

FIRESTONE – 235/75R16 DESTINATION LE3



All-Season Passenger SUV/CUV tire. Outline White Letter (OWL) Sidewall or Black Sidewall (BSW) depending on Size.

Features

- Tractiotech Technology including full-depth tread design and new, advanced rubber compounds
- HydroGrip Technology with an improved tread pattern including open shoulder slots and full-depth tread design
- Newly enhanced tread design with full-depth, 3D sipes
- 70,000 Mile Limited Treadwear Warranty
- 90 Day Buy & Try Guarantee

Benefits

- Provides more consistent wear over longer tire life
- For enhanced water evacuation from contact patch under wet conditions
- For enhanced snow traction and improved performance throughout the tire's limited warranty



Outline White Letter (OWL)

Black Sidewall (BSW)

Specifications

Make	FIRESTONE
Model	DESTINATION LE3
Display Name	275/50R22 DESTINATION LE3
Load Range	SL
UTQG	700 A B
Sidewall	BSW
Section Width	275
Aspect Ratio	50
Rim Size	22
Inch Width	
Diameter	
Metric Rim Diameter	
Overall Diameter	32.9
Load Rating (Single/Double)	111

Speed Rating	H
Ply Rating	
Load Capacity Single (lbs)	2403
Load Capacity Dual (lbs)	
Max Inflation Pressure	44
Weight	41.3
Warranty	70000
Overall Width	11.2
Tread Depth	10
Revolutions Per Mile	632
UPC	092971377229

FIRESTONE - 235/55R17 FIREHAWK AS V2



All-Season High Performance Passenger Car tire.

Features

- Indycar inspired tread design
- Interlocking lugs
- Large outboard tread blocks supported by circumferential grooves and open shoulder slots
- 3D full depth sipes
- 50,000 Mile Limited Treadwear Warranty

Benefits

- Ensures confident wet handling
- Help provide confident wet handling

- Provide hydroplaning resistance
- Provide excellent snow performance throughout the life of the tire



Specifications

Manufacturer Item Number	008255
Make	FIRESTONE
Model	FIREHAWK AS V2
Display Name	235/55R17 FIREHAWK AS V2
Load Range	SL
UTQG	500 A A
Sidewall	BSW
Section Width	235
Aspect Ratio	55
Rim Size	17
Inch Width	
Diameter	
Metric Rim Diameter	
Overall Diameter	27.2
Load Rating (Single/Double)	99
Speed Rating	W

Ply Rating	
Load Capacity Single (lbs)	1709
Load Capacity Dual (lbs)	
Max Inflation Pressure	51
Weight	25.9
Warranty	50000
Overall Width	9.7
Tread Depth	9
Revolutions Per Mile	767
UPC	092971336585

FIRESTONE - 245/75R16 DESTINATION LE3



All-Season Passenger SUV/CUV tire. Outline White Letter (OWL) Sidewall or Black Sidewall (BSW) depending on Size.

Features

- Tractiotech Technology including full-depth read design and new, advanced rubber compounds
- HydroGrip Technology with an improved tread pattern including open shoulder slots and full-depth tread design
- Newly enhanced tread design with full-depth, 3D sipes
- 70,000 Mile Limited Treadwear Warranty
- 90 Day Buy & Try Guarantee

Benefits

- Provides more consistent wear over longer tire life
- For enhanced water evacuation from contact patch under wet conditions

- For enhanced snow traction and improved performance throughout the tire's limited warranty



Specifications

Manufacturer Item Number	005340
Make	FIRESTONE
Model	DESTINATION LE3
Display Name	245/75R16 DESTINATION LE3
Load Range	SL
UTQG	700 A B
Sidewall	OWL
Section Width	245
Aspect Ratio	75
Rim Size	16
Inch Width	
Diameter	
Metric Rim Diameter	
Overall Diameter	30.5
Load Rating (Single/Double)	111
Speed Rating	T
Ply Rating	

Load Capacity Single (lbs)	2403
Load Capacity Dual (lbs)	
Max Inflation Pressure	44
Weight	31.4
Warranty	70000
Overall Width	9.8
Tread Depth	10
Revolutions Per Mile	684
UPC	092971311841

FIRESTONE - 265/60R17 FIREHAWK PURSUIT



All-Season Passenger Car tire Designed for Law Enforcement and High-Speed Emergency Use.

Features

- New modified tread compound
- Deep grooves
- Tread pattern with open shoulder areas
- Quick steering response

Benefits

- Provides long tread life
- Helps maintain dependable grip as the tread wears down
- Speed up evacuation of water from the contact area, reducing the risk of hydroplaning



Specifications

Manufacturer Item Number	011685
Make	FIRESTONE
Model	FIREHAWK PURSUIT
Display Name	265/60R17 FIREHAWK PURSUIT
Load Range	SL
UTQG	640 AA A
Sidewall	BSW
Section Width	265
Aspect Ratio	60
Rim Size	17
Inch Width	
Diameter	
Metric Rim Diameter	
Overall Diameter	29.5
Load Rating (Single/Double)	108
Speed Rating	V
Ply Rating	

Load Capacity Single (lbs)	2205
Load Capacity Dual (lbs)	
Max Inflation Pressure	51
Weight	34.8
Warranty	
Overall Width	10.7
Tread Depth	9
Revolutions Per Mile	706
UPC	092971313951

FIRESTONE - 215/60R16 ALL SEASON



All-Season Passenger Car tire.

Features

- Deep sipes
- Specially engineered
- 55,000 Mile Limited Warranty (CUV intended sizes)
- 65,000 Mile Limited Warranty (All other sizes)
- Gold Pledge Limited Warranty
- Buy & Try 30-Day Guarantee

Benefits

- Provide wet and all-season performance
- To provide performance in wet, dry and snowy conditions with traction and handling all year long



Specifications

Manufacturer Item Number	013747
Make	FIRESTONE
Model	ALL SEASON
Display Name	215/60R16 ALL SEASON
Load Range	SL
UTQG	560 A B
Sidewall	BSW
Section Width	215
Aspect Ratio	60
Rim Size	16
Inch Width	
Diameter	
Metric Rim Diameter	
Overall Diameter	26.1
Load Rating (Single/Double)	95
Speed Rating	V

Ply Rating	
Load Capacity Single (lbs)	1521
Load Capacity Dual (lbs)	
Max Inflation Pressure	51
Weight	20.3
Warranty	65000
Overall Width	8.7
Tread Depth	9
Revolutions Per Mile	797
UPC	092971357627

FIRESTONE - LT245/75R16 E TRANSFORCE HT3



All-Season All-Terrain Passenger Light Truck tire.

Features

- Wear resistant tread compound with a robust pattern design
- Tread pattern design
- Upper sidewall blocks

Benefits

- To help provide resistance to irregular wear
- Designed to efficiently evacuate water and maintain stiffness while hauling a load for dependable performance
- To provide additional durability



Specifications

Manufacturer Item Number	013887
Make	FIRESTONE
Model	TRANSFORCE HT3
Display Name	LT245/75R16 E TRANSFORCE HT3
Load Range	
UTQG	
Sidewall	BSW
Section Width	245
Aspect Ratio	75
Rim Size	16
Inch Width	
Diameter	
Metric Rim Diameter	
Overall Diameter	30.5

Load Rating (Single/Double)	120/116
Speed Rating	R
Ply Rating	10
Load Capacity Single (lbs)	3042
Load Capacity Dual (lbs)	2778
Max Inflation Pressure	80
Weight	42.2
Warranty	
Overall Width	9.8
Tread Depth	14
Revolutions Per Mile	684
UPC	092971369934

FIRESTONE - LT245/75R17 E TRANSFORCE HT3



All-Season All-Terrain Passenger Light Truck tire.

Features

- Wear resistant tread compound with a robust pattern design
- Tread pattern design
- Upper sidewall blocks

Benefits

- To help provide resistance to irregular wear
- Designed to efficiently evacuate water and maintain stiffness while hauling a load for dependable performance
- To provide additional durability



Specifications

Manufacturer Item Number	013889
Make	FIRESTONE
Model	TRANSFORCE HT3
Display Name	LT245/75R17 E TRANSFORCE HT3
Load Range	
UTQG	
Sidewall	BSW
Section Width	245
Aspect Ratio	75
Rim Size	17
Inch Width	
Diameter	
Metric Rim Diameter	
Overall Diameter	31.5
Load Rating (Single/Double)	121/118
Speed Rating	R

Ply Rating	10
Load Capacity Single (lbs)	3195
Load Capacity Dual (lbs)	2910
Max Inflation Pressure	80
Weight	48.3
Warranty	
Overall Width	9.8
Tread Depth	14
Revolutions Per Mile	661
UPC	092971369545

FIRESTONE - LT235/85R16 E TRANSFORCE HT3



All-Season All-Terrain Passenger Light Truck tire.

Features

- Wear resistant tread compound with a robust pattern design
- Tread pattern design
- Upper sidewall blocks

Benefits

- To help provide resistance to irregular wear
- Designed to efficiently evacuate water and maintain stiffness while hauling a load for dependable performance
- To provide additional durability



Specifications

Manufacturer Item Number	013892
Make	FIRESTONE
Model	TRANSFORCE HT3
Display Name	LT235/85R16 E TRANSFORCE HT3
Load Range	
UTQG	
Sidewall	BSW
Section Width	235
Aspect Ratio	85
Rim Size	16
Inch Width	
Diameter	
Metric Rim Diameter	
Overall Diameter	31.7
Load Rating (Single/Double)	120/116
Speed Rating	R

Ply Rating	10
Load Capacity Single (lbs)	3042
Load Capacity Dual (lbs)	2778
Max Inflation Pressure	80
Weight	47.7
Warranty	
Overall Width	9.3
Tread Depth	14
Revolutions Per Mile	656
UPC	092971370763

- **Rim not included**
- Tread pattern & sidewall design may vary from pictures

Firestone

Firestone Regency IND HD Utility Plus 10-16.5 134A2 10 Ply



Tire Specifications

SKU	N1692032-99
Type	Industrial
Road Hazard Warranty	No
Load Range	10 Ply
Speed Rating	A2
Performance	N/A
MPN	019097
Overall Diameter	31.4
Season	All Season
Aspect Ratio	N/A
Brand	Firestone
UTQG	N/A
Run Flat	No
Rebate Available	No
Country of Origin	N/A
Sidewall	BSW: Black Side Wall

Size	10-16.5
Load Index	134
Section Width	10
Model	Regency IND HD Utility Plus
Rim Diameter	16.5

Firestone Regency IND Traction Utility Plus 12-16.5 145A2 12 Ply



Tire Specifications	
SKU	N1672916-99
Type	Industrial
Road Hazard Warranty	No
Load Range	12 Ply
Speed Rating	A2

Performance	N/A
MPN	019107
Overall Diameter	33
Season	All Season
Aspect Ratio	N/A
Brand	Firestone
UTQG	N/A
Run Flat	No
Rebate Available	No
Country of Origin	N/A
Sidewall	BSW: Black Side Wall
Size	12-16.5
Load Index	145
Section Width	12
Model	Regency IND Traction Utility Plus
Rim Diameter	16.5

BRM-WB

All Postion Wide Base



On/Off-Road, Local/P&D

Combat Scrubbing

Wide base tread designed to provide better wear across multiple wheel positions through a rib-lug design and solid shoulders to combat scrubbing.

Key Benefits



Combat Severe
Shoulder Scrubbing



Better
Tread Wear



DESIGN BENEFITS

- 1 Designed for use in On/Off Road applications including waste and construction.
- 2 May also be used for Over-The-Road and P&D applications.
- 3 Rib-Lug combination provides better tread wear across multiple wheel positions.
- 4 Solid shoulders combat severe shoulder scrubbing.
- 5 Wide grooves and open voids enhance traction.
- 6 Stone ejectors prevent stone drilling.



BDV

All-Position Tread



Urban

Designed Specifically for Urban Fleets

Ideal for fleets that require long tread wear, strong wet braking traction, and solid shoulders to withstand punishing corners and curbs.



Key Benefits



Designed For
Urban Fleets



Long Tread Life



Resists
Irregular Wear



DESIGN BENEFITS

- 1 Designed for and tested extensively in urban applications.
- 2 22/32" tread depth for long tread life.
- 3 Optimized rib design resists irregular wear.
- 4 Unique siping for strong traction in all weather conditions.
- 5 Solid shoulder designed to withstand punishing corners and curbs.





Standard Profile

Low-Profile



FS560 PLUS

All-Position Tire

- Wide flow-through grooves and cross-rib sipes help to enhance traction.
- Wider tread spreads load over a larger area, distributing footprint pressure to promote long, smooth wear.
- Protector ribs on both sidewalls help resist cuts, snags, and abrasions from curbing and impacts.

Recommended Application

An all-position tire recommended for steer applications and suitable for spread axle, heavy haul, high-scrub applications in:

Regional Haul Service

Pickup & Delivery Service

Replaces: Continental: HSR2, HSR
Yokohama: 103ZR, RY023

TECHNICAL DATA

Tire Size	Load Range	Material Number	Weight (lbs.)	Meas. Rim	Overall Diam.	Overall Width	Static Loaded Radius	Overall Width (Loaded)	Revs Per Mile	Tread Depth (32")	Max. Tire Load (Single)		Max. Tire Load (Dual)		Max. Speed (MPH)
											Kg/kPa	Lbs/PSI	Kg/kPa	Lbs/PSI	
FS560 PLUS															
11R22.5	G	156-531	114	8.25	41.3	10.8	19.3	11.8	503	19	2800@720	6175@105	2650@720	5840@105	75
11R22.5	H	156-558	114	8.25	41.3	10.8	19.3	11.8	503	19	3000@830	6610@120	2725@830	6005@120	75
11R24.5	G	156-574	122	8.25	43.3	10.7	20.3	11.7	480	19	3000@720	6610@105	2725@720	6005@105	75
11R24.5	H	156-582	122	8.25	43.3	10.7	20.3	11.7	480	19	3250@830	7160@120	3000@830	6610@120	75
255/70R22.5	H	192-982	93	8.25	36.7	10.3	17.1	11.3	567	18	2500@830	5510@120	2300@830	5070@120	75
295/75R22.5	G	156-566	111	8.25	40.3	10.9	18.8	11.8	515	19	2800@760	6175@110	2575@760	5675@110	75
285/75R24.5	G	156-590	116	8.25	41.5	10.6	19.5	11.9	501	19	2800@760	6175@110	2575@760	5675@110	75

- All dimensions taken with tire on measuring rim.
- Loaded dimensions and RPM measured at maximum dual load.
- For load and inflation tables see pages 61 through 65.
- For minimum dual spacing and approved rim widths see page 44.
- For ply ratings see table on page 42.

Firestone tires and tubes are subject to an ongoing development program. Bridgestone Americas Tire Operations, LLC retains the right to amend specifications at any time without notice or obligations. Please refer to rim manufacturer's load and inflation limits. Never exceed rim manufacturer's limits without the consent of the component manufacturer.



PURSUIT, ULTRA-HIGH PERFORMANCE - ALL-SEASON

Firestone

FIREHAWK™ PURSUIT™

SOME TIRES LEAD AND PURSUE AT THE SAME TIME

FEATURES AND BENEFITS



Designed for law enforcement
and high speed emergency use



All-season performance with
improved wet and dry handling*



Quick steering response



1 PURSUIT-SPECIFIC CONSTRUCTION

for high speed stability,
handling performance,
and durability

2 NEW TREAD PATTERN WITH FULL-DEPTH 3D SIPES

for improved wet and snow
performance while maintaining
stiffness for handling
performance and stability*

3 INCREASED SEE- THROUGH VOID

and more balanced
rib/groove distribution*



*Comparison based on Firestone Firehawk Pursuit vs. Firestone Firehawk GT Pursuit from internal testing. Results may vary depending on proper tire and vehicle maintenance, road conditions, and driving habits.

Firestone

FIREHAWK™ PURSUIT™

BUILT FOR:



TOP FITMENTS: Dodge Charger Pursuit, Chevrolet Caprice, Ford Interceptor

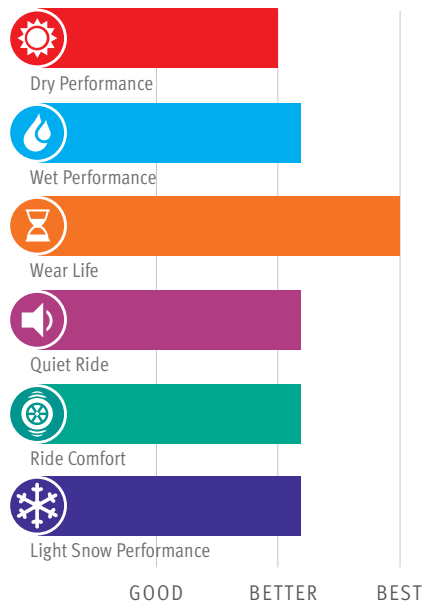
TIRE TYPE: Pursuit, Ultra-High Performance - All-Season

TIRE SPECIFICATIONS

Tire Size and Service Description	Load Range	Item Number	Sidewall Styling	Approved Rim Widths	Measuring Rim Widths	Overall Tire Diameter	Overall Section Width	Tread Depth (32nd)	Revs Per Mile	UTQG	Wt.
17" Rim Diameter											
265/60R17 108V		011685	BW	-	-	-	-	9	-	640 AAA	35
235/55R17 99W		011687	BW	-	-	-	-	9	-	640 AAA	28
235/50R17 96W		011494	BW	6.5-8.5	7.5	26.3	9.7	9	792	640 AAA	27
18" Rim Diameter											
225/60R18 100W		011688	BW	-	-	-	-	9	-	640 AAA	29
245/55R18 103W		000702	BW	7.0-8.5	7.5	28.6	10.0	9	728	640 AAA	31
235/50R18 101W	XL	011686	BW	-	-	-	-	9	-	640 AAA	28

PERFORMANCE CHARACTERISTICS†

As compared to all other UHP, high performance, summer, all-season and winter performance tires:



† Performance characteristics charts are designed as a general guideline to compare products within the same category of Bridgestone and Firestone products and are not intended to compare products outside of those categories or products from other manufacturers. Charts are based on comparing attributes of like tire types/categories and are not a reflection of performance testing data.

TIRE SPECIFICATIONS LEGEND

* OEM Tire	OWL Outline White Letter	~ Pinned for #12 Stud Sizes
¥ MOE (Mercedes Exclusive)	WS White Stripe	f Pinned for #15 Stud Sizes
^ RFT (Run Flat Tire)	XL Extra Load (XL)	** Pinned for #16 Stud Sizes
BW Blackwall	◆ Pinned for #11 Stud Sizes	*** Pinned for #17 Stud Sizes



BRIDGESTONE
Your Journey, Our Passion

R268 Ecopia®

Fuel-Efficient All-Position Radial



- Waved channel design reduces groove bottom strain, combating the initiation and spread of irregular wear.
- Optimized rib distribution uniquely proportioned for added stiffness, which helps reduce irregular wear throughout the footprint.
- Patented NanoPro-Tech™ polymer technology limits energy loss for improved rolling resistance and optimum fuel efficiency.
- Wide, solid shoulder ribs help deliver enhanced resistance to maneuvering scrub and increased tread life.

Recommended Application

Recommended for high traction and high scrub applications in:
Regional Haul Service / Pickup & Delivery Service

Replaces: Goodyear: G662, G661
Michelin: XZE, XZE2, XZE2+, X Multi Energy Z

EPA SmartWay® verified
and CARB compliant.

TECHNICAL DATA

Tire Size	Load Range	Material Number	Weight* (lbs.)	Meas. Rim	Overall Diam.	Overall Width	Static Loaded Radius	Overall Width (Loaded)	Revs Per Mile	Tread Depth (32")	Max. Tire Load (Single)		Max. Tire Load (Dual)		Max. Speed (MPH)
											Kg/kPa	Lbs/PSI	Kg/kPa	Lbs/PSI	
R268 Ecopia															
9R22.5	F	000-275	90	6.75	38.4	8.9	18.0	9.8	541	19	2060@720	4540@105	1950@720	4300@105	75
10R22.5	F	000-276	109	7.50	40.2	9.9	18.8	10.9	517	20	2360@690	5205@100	2240@690	4940@100	75
10R22.5	G	000-277	110	7.50	40.2	9.9	18.8	10.9	517	20	2575@790	5675@115	2430@790	5355@115	75
11R22.5	G	248-783	122	8.25	41.5	11.2	19.3	12.3	500	21	2800@720	6175@105	2650@720	5840@105	75
11R22.5	H	248-817	122	8.25	41.5	11.2	19.3	12.3	500	21	3000@830	6610@120	2725@830	6005@120	75
12R22.5	H	000-278	139	9.00	42.7	11.6	19.9	12.8	486	21	3350@830	7390@120	3075@830	6780@120	75
11R24.5	G	248-834	136	8.25	43.5	11.2	20.3	12.3	477	21	3000@720	6610@105	2725@720	6005@105	75
11R24.5	H	248-868	136	8.25	43.6	11.2	20.3	12.3	477	21	3250@830	7160@120	3000@830	6610@120	75
245/75R22.5	G	000-280	95	7.50	37.4	9.6	17.6	10.6	555	19	2120@760	4675@110	1950@760	4300@110	75
265/75R22.5	G	000-281	97	7.50	38.4	10.2	18.0	11.1	541	21	2360@760	5205@110	2180@760	4805@110	75
295/75R22.5	G	241-592	118	8.25	40.3	11.4	18.8	12.5	515	21	2800@760	6175@110	2575@760	5675@110	75
295/75R22.5	H	002-920	118	8.25	40.3	11.4	18.8	12.5	515	21	3250@830	7160@120	3000@830	6610@120	75
295/80R22.5	H	000-282	138	8.25	41.6	11.7	19.4	12.7	499	21	3550@850	7830@123	3150@850	6940@123	75
285/75R24.5	G	248-749	125	8.25	41.5	11.3	19.5	12.4	501	21	2800@760	6175@110	2575@760	5675@110	75

- All dimensions taken with tire on measuring rim.
- Loaded dimensions and RPM measured at maximum dual load.
- For load and inflation tables see pages 91 through 96.
- For minimum dual spacing and approved rim widths see page 74.
- For ply ratings see table on page 72.

- Based on rolling resistance and field mileage tests, Bridgestone Ecopia and Bandag FuelTech are our most fuel-efficient and lowest total cost of ownership tire and retread solution. Combining proprietary low rolling resistance technology with the industry's most retreadable casing, Ecopia and FuelTech can help reduce fuel use and extend tire life for lower costs and greener returns, when compared to other Bridgestone tires.
- BASys® data from over two million Bridgestone, Goodyear and Michelin brand casings recorded between June 2009 and November 2010 prove that Bridgestone had the lowest percentage of tires that could not be retreaded due to conditions relating to casing construction.

*Estimate, subject to change

Bridgestone tires and tubes are subject to an ongoing development program. Bridgestone Americas Tire Operations, LLC retains the right to amend specifications at any time without notice or obligations. Please refer to rim manufacturer's load and inflation limits. Never exceed rim manufacturer's limits without the consent of the component manufacturer.



FS561A

REGIONAL AND URBAN,
ALL-POSITION RADIAL



ALWAYS UP TO THE TASK, JUST LIKE YOU

Both regional and pickup and delivery drivers know the importance of having tough tires built specifically for high-scrub service. The new FS561A is a Smartway verified all-position tire built for uncompromising toughness and maximum staying power.

Get longer-lasting performance and the strength to withstand demanding conditions when you choose Firestone FS561A.

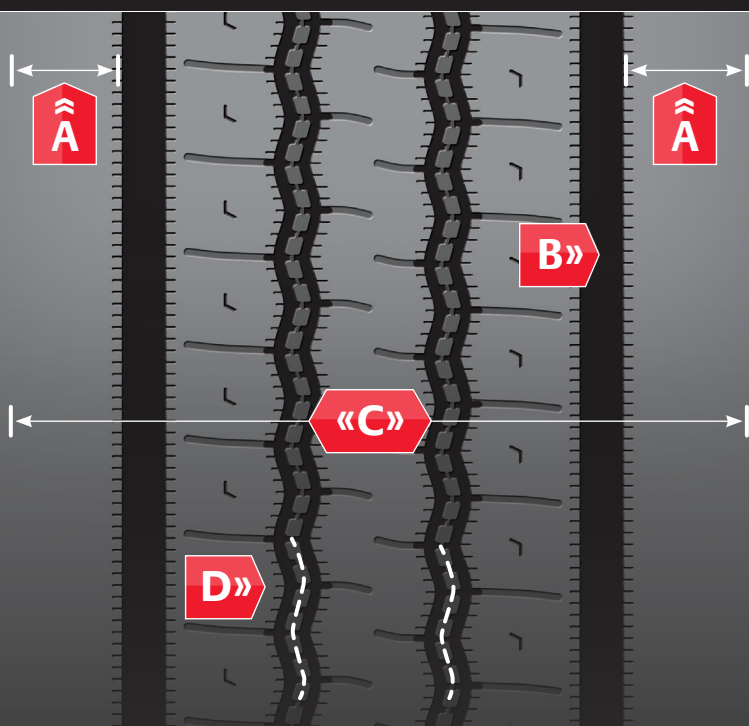
DRIVE A FIRESTONE

THE FS561A IS EPA
SMARTWAY® VERIFIED AND
CALIFORNIA AIR RESOURCES
BOARD (CARB) COMPLIANT.



Firestone

FS561A INNOVATIONS



A SOLID SHOULDER RIBS

Enhance resistance to maneuvering scrub, helping extend the life of your tire.

B SPECIALIZED GROOVE SHAPE

Designed to better resist rib tearing.

C OPTIMIZED FOOTPRINT AREA

Footprint to maintain better contact area throughout the life of the tread for smooth even wear.

D STONE REJECTORS IN CENTER GROOVES

Help provide resistance to stone drilling and protect belts for enhanced casing durability and longer tire life.



SOLID SHOULDER RIBS

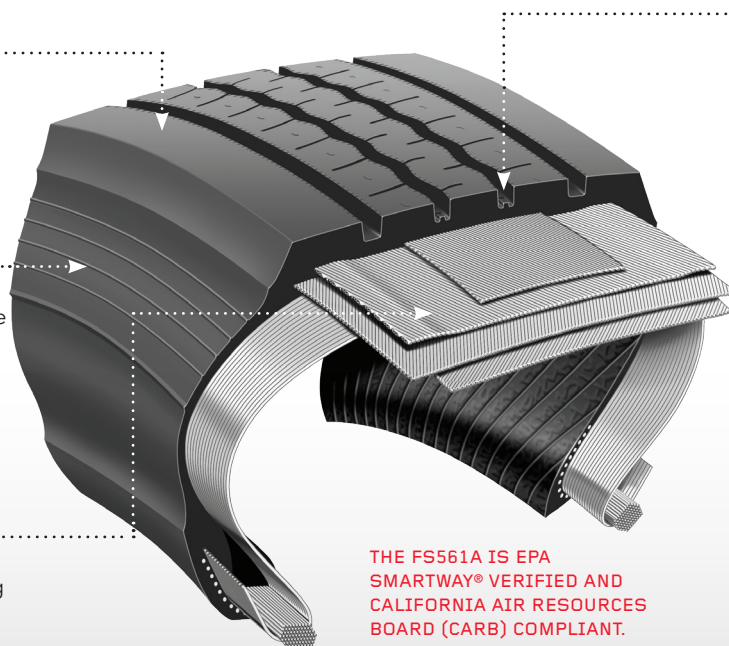
Enhance resistance to maneuvering scrub, helping extend the life of your tire.

SIDEWALL PROTECTOR RIBS

Help protect the casing from cuts, snags and abrasions due to curbing and impacts.

OPTIMIZED CASING PACKAGE

Achieves durability and retreadability while delivering improved rolling resistance.



THE FS561A IS EPA SMARTWAY® VERIFIED AND CALIFORNIA AIR RESOURCES BOARD (CARB) COMPLIANT.

DEEP, WIDE TREAD

Increases original tread life and the wide footprint spreads load over a larger area, distributing footprint pressure to promote long, even wear.

STAYING POWER FOR SUPERIOR MILEAGE

Firestone FS561A tires are built to outlast the competition.

PROJECTED TO HAVE
10% BETTER wear mileage
versus the Yokohama 108R*

PROJECTED TO HAVE
8% BETTER wear mileage
versus the Hankook AH24*

PROJECTED TO HAVE
19% BETTER wear mileage
versus the Continental HSR2*

PROJECTED TO HAVE
32% BETTER wear mileage
versus the Goodyear Marathon RSS*

Tire Sizes	Load Range	Material #	Weight (Lbs/kg)	Meas. Rim (in.)	Overall Diameter (in./mm)	Overall Width (in./mm)	Overall Width Loaded (in./mm)	Static Loaded Radius (in./mm)	Revolutions per Mile/km	Tread Depth (32"/mm)	MAX TIRE LOAD		Max Speed (mph/kph)
											Single Lbs@PSI/kg@kPa	Dual Lbs@PSI/kg@kPa	
9R22.5 metric	F	12718	90 41	6.75	38.4 976	9.0 229	9.9 252	18.0 457	541 336	19 15	4540@105 2060@720	4300@105 1950@720	75 120
10R22.5 metric	G	12714	97 44	7.50	40.2 1020	9.9 251	10.9 276	18.8 477	517 321	20 16	5675@115 2575@790	5355@115 2430@790	75 120
11R22.5 metric	G	12709	123 56	8.25	41.5 1054	10.9 278	12.0 306	19.3 491	501 311	21 17	6175@105 2800@720	5840@105 2650@720	75 120
11R22.5 metric	H	12710	123 56	8.25	41.5 1054	10.9 278	12.0 306	19.3 491	501 311	21 17	6610@120 3000@830	6005@120 2725@830	75 120
12R22.5 metric	H	12715	140 63	9.00	42.7 1086	11.7 298	12.9 328	19.9 504	486 302	21 17	7390@120 3350@830	6780@120 3075@830	75 120
275/70R22.5 metric	J	12716	99 45	8.25	38.1 969	10.9 276	12.0 304	17.9 455	545 339	21 17	6940@130 3150@900	6395@130 2900@900	75 120
295/75R22.5 metric	G	12707	116 53	8.25	40.4 1026	11.0 280	12.1 308	18.9 479	514 319	21 17	6175@110 2800@760	5675@110 2575@760	75 120
11R24.5 metric	G	12711	134 61	8.25	43.6 1107	10.9 278	12.0 306	20.4 517	477 296	21 17	6610@105 3000@720	6005@105 2725@720	75 120
11R24.5 metric	H	12712	134 61	8.25	43.6 1107	10.9 278	12.0 306	20.4 517	477 296	21 17	7160@120 3250@830	6610@120 3000@830	75 120
285/75R24.5 metric	G	12708	121 55	8.25	41.5 1054	10.8 275	11.9 303	19.5 495	501 311	21 17	6175@110 2800@760	5675@110 2575@760	75 120

Warranty and limitation information is available at FirestoneTruckTires.com or from your dealer or truck stop.

Driven by innovation for more than 100 years, Firestone has a tire that's right for you and your business. See why we like to say that those with passion, those with ambition and those with drive ... Drive a Firestone.

* Comparison based on internal testing. Results may vary depending on proper tire and vehicle maintenance, road conditions and driving habits.

Truck Tire Limited Warranty

Eligibility

You are covered under the terms of this Limited Warranty if all of the following apply:

- You are the original owner, or original owner's authorized agent, of any new Firestone brand truck tire bearing a Department of Transportation (DOT) tire identification number indicating manufacture after January 1, 2011 (DOT serial 0111 or later). For tires covered prior to this time, please refer to the limited warranty that would have been in effect at the time of original sale.
- The tire was purchased after January 1, 2012.
- The tire size, load range, and speed rating are equivalent to or greater than, that specified or recommended for use by the vehicle manufacturer or Bridgestone.
- The new tire was approved for sale in the United States, listed in a U.S. price or data book, and purchased from an authorized Firestone brand truck tire retailer.

What Is Warranted & For How Long

Upon examination by Bridgestone, before wearing down to 2/32 inch (1.6 mm) remaining original tread depth (i.e. worn down to the top of the built-in indicators in the original tread grooves) and within six years from the date of tire manufacture, any eligible tire that becomes unusable for any reason (see exclusions in the section entitled "What This Limited Warranty Does Not Cover") within the manufacturer's control will either be repaired or replaced with an equivalent new Firestone brand truck tire on the basis set forth in this Limited Warranty.

What This Limited Warranty Does Not Cover

This Limited Warranty does not cover the following:

1. Tire damage due to:
 - A. **Road hazards**, including, without limitation: Puncture, cut, impact break, stone drill, bruise, bulge, snag, etc.
 - B. **Improper use or operation**, including, without limitation: Improper inflation pressure, overloading, tire/wheel spinning, curbing, use of an improper rim/wheel, tire chain damage, misuse, misapplication, negligence, tire alteration, or for racing or competition purposes.

- C. **Insufficient or improper maintenance**, including, without limitation: Wheel misalignment, worn suspension components, improper tire mounting or demounting, tire/wheel assembly imbalance, improper brake adjustment, or other vehicle conditions, defects, or characteristics.
- D. **Contamination or degradation** by petroleum products or other chemicals, fire or other externally generated heat, or water or other material trapped inside the tire during mounting or inflation.

2. Irregular wear, rapid wear, or wear-out; no mileage warranty is expressed or implied.
3. Weather/ozone cracking after four years from date of tire manufacture.
4. Tires subjected to severe under-inflation or run-flat conditions.
5. Tires that have been improperly repaired.
6. Tires rendered unretreadable due to excessive tread wear or improper buffing.
7. Tires improperly retreaded, including, without limitation: Improper or inadequate inspection, preparation, equipment, material, repair, etc.
8. Ride disturbance or vibration after tread wear use beyond 10% of original usable tread depth.
9. Tires with internally applied additives for balance, sealing, cooling, or any other alleged tire performance enhancement will not void the Limited Warranty unless an inspection of the tire reveals damage related to the use of the additive.
10. Tires inflated with anything other than air or nitrogen.
11. Tires purchased or used outside of the United States.
12. The cost of applicable federal, state, and local taxes.
13. Failure to follow any of the safety and maintenance recommendations or warnings contained in this manual.

This Limited Warranty is in addition to and/or may be limited by any other applicable written warranty you may have received concerning special tires or situations.

No-Charge Replacement – New Tire

Firestone brand truck tires adjusted under this Limited Warranty will be replaced free of charge (Federal Excise Tax included) up to the first 10% of original usable tread depth or within 12 months from date of purchase (without proof of purchase date, then within 12 months from the date of tire manufacture), whichever occurs first. The cost of mounting and balancing and other service charges, disposal fees, or applicable taxes are payable by you.

Pro-Rated Replacement – Worn Original Tread Tire

Firestone brand truck tires adjusted under this Limited Warranty that are worn beyond the first 10% of original usable tread depth, or 12 months from the date of purchase (without proof of purchase date, then 12 months from the date of tire manufacture) has passed, the tire will, at Bridgestone's option, be repaired or replaced with an equivalent new Firestone brand truck tire on a pro rata basis. To determine the replacement price, the percent of used tread wear is multiplied by the current selling price for the replacement tire(s). The cost of mounting, balancing, full Federal Excise Tax, and other service charges, disposal fees, or applicable taxes are payable by you.

Replacement Warranty

If you receive a replacement tire under this Limited Warranty, it will be covered by the manufacturer's warranty, if any, given on that tire at that time.

Where to Go

Tire adjustments under this Limited Warranty will only be made at an authorized Firestone brand truck tire retailer in the United States. Consult a phone directory (often listed in the Yellow Pages under "Tire Dealers"), the Internet at www.trucktires.com, or call 1-800-815-9793 for the location nearest you.

Consumer Rights

This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Conditions and Exclusions

To the extent permitted by law, Bridgestone Americas Tire Operations, LLC disclaims all other warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose and any liability for incidental and consequential damages, loss of time, loss of vehicle use, or inconvenience. 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.

This Limited Warranty applies only to consumers actually purchasing and using the tire in the United States.

Obligations under this policy may not be enlarged or altered by anyone.

In accordance with Federal Law, this Limited Warranty has been designated as a "Limited Warranty." Nothing in this Limited Warranty is intended to be a representation that tire failures cannot occur. This Limited Warranty is given in the United States by Bridgestone Americas Tire Operations, LLC, 535 Marriott Dr., Nashville, TN 37214.

Owner's Obligations

It is your obligation to maintain proper tire inflation pressures as specified by the vehicle manufacturer and to operate the vehicle within tire/vehicle load capacity and speed limitations. It is also your obligation to maintain proper wheel alignment and tire/wheel assembly balance.

To request an adjustment, you must present the tire to an authorized Firestone brand truck tire retailer. Your vehicle on which the tire was equipped must also be available for inspection. Complete and sign the customer section of the Bridgestone Americas Tire Operations, LLC Limited Warranty Form or an electronic version of the Firestone Limited Warranty Form and pay appropriate replacement price, taxes, disposal fees, and service charges, if any. Tires accepted for warranty compensation become the property of Bridgestone Americas Tire Operations, LLC.

Arbitration

You and Bridgestone Americas Tire Operations, LLC agree that all claims, disputes, and controversies between you and it, including any of its agents, employees, successors, or assigns, arising out of or in connection with this Limited Warranty, or any other warranties, express or implied, including a failure of warranty and the validity of this arbitration clause, but excluding claims for personal injury or property damage, shall be resolved by binding arbitration between you and it, according to the formal dispute resolution procedures of the National Arbitration Forum, under the Code of Procedure then in effect. This arbitration will be conducted as a document hearing. If you request any procedures beyond a document hearing, you will be responsible for all fees, including filing and administrative fees, above and beyond the fees required for document hearings. The arbitration between you and Bridgestone Americas Tire Operations, LLC shall not include any other customers, be combined or consolidated in any fashion with arbitrations involving other customers, or proceed in any form of class action in which the claims of numerous customers are considered together. Any award of the arbitrator(s) may be entered as a judgment in any court of competent jurisdiction. The arbitrators 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 statute. Information may be obtained and claims may be filed at any office of the National Arbitration Forum or at P.O. Box 50191, Minneapolis, MN 55405.



TRUCK TIRE LIMITED WARRANTY & SAFETY MANUAL



Firestone

TIRE WARRANTY, MAINTENANCE and SAFETY MANUAL

FIRESTONE TRUCK TIRES

Congratulations on your purchase of quality FIRESTONE brand truck tires!

To ensure optimum tire performance and reduce the risk of a tire failure, Bridgestone Americas Tire Operations, LLC ("BRIDGESTONE") strongly recommends you read and follow all maintenance and safety information contained in this manual. In addition, we recommend periodic inspection and maintenance, if necessary, by a qualified tire service professional.

LIMITED WARRANTY FIRESTONE BRAND TRUCK TIRES

ELIGIBILITY

You are covered under the terms of this Limited Warranty if all of the following apply:

- You are the original owner, or original owner's authorized agent, of any new FIRESTONE brand truck tire bearing a Department of Transportation (DOT) tire identification number indicating manufacture after January 1, 2019 (DOT serial 0119 or later).
- The tire was purchased after August 1, 2019 and used primarily in the U.S. For tires covered prior to this time, please refer to the limited warranty that would have been in effect at the time of original sale.
- The tire size, load range, and speed rating are equivalent to or greater than, that specified or recommended for use by the vehicle manufacturer or BRIDGESTONE.
- The new tire was approved for sale in the United States, listed in a U.S. price or data book, and purchased from an authorized FIRESTONE brand truck tire retailer.
- For coverage under the Enhanced Casing Credit Limited Warranty, the eligible tire must have been used only in long haul, regional, pick up and delivery (P&D) highway service for the entire life of the casing and subsequent retread(s) must be inspected and retreaded by an authorized Bandag dealer only.
- Proper tire inflation pressure, as specified by the vehicle manufacturer to operate the vehicle within tire/vehicle load capacity, have been maintained.

- Proper wheel alignment and tire/wheel assembly balance have been maintained.
- The tire has been operated within the speed limitations of the tire.

WHAT IS WARRANTED and FOR HOW LONG

Upon examination by BRIDGESTONE, and subject to terms and conditions stated herein, before wearing down to 2/32 inch (1.6 mm) remaining original tread depth (i.e. worn down to the top of the built-in indicators in the original tread grooves) and within 6 years from the date of tire manufacture, any eligible tire that becomes unusable for any reason (see exclusions in the section entitled “What This Limited Warranty Does Not Cover”) within the manufacturer’s control will either be repaired or replaced at BRIDGESTONE’s option with an equivalent new FIRESTONE brand truck tire on the basis set forth in this Limited Warranty.

WHAT THIS LIMITED WARRANTY DOES NOT COVER

This Limited Warranty does not cover the following:

ROAD HAZARDS/MISAPPLICATION/ABUSE Tire damage due to:

- Road hazards**, including, without limitation: puncture, cut, impact break, stone drill, bruise, bulge, snag, etc.
- Improper use or operation**, including, without limitation: improper inflation pressure, overloading, tire/wheel spinning, curbing, use of an improper rim/wheel, tire chain damage, misuse, misapplication, negligence, tire alteration, or for racing or competition purposes.
- Insufficient or improper maintenance**, including, without limitation: wheel misalignment, worn suspension components, improper tire mounting or demounting, tire/wheel assembly imbalance, improper brake adjustment, or other vehicle conditions, defects, or characteristics.
- Contamination or degradation** by petroleum products or other chemicals, fire or other externally generated heat, water or other material trapped inside the tire during mounting or inflation, or inflating tires with anything other than air or nitrogen.
- Improper repair.** Improper repair voids this Limited Warranty.

RAPID TREAD WEAR/EXCESSIVE TREAD WEAR

- Rapid tread wear**, or wear-out is **not** covered under this warranty.
- No mileage warranty is expressed or implied.**
- Tires rendered unretreadable** due to excessive tread wear or improper buffing.

OTHER

- A. **Uneven or unusual wear** patterns, including, without limitation: Shoulder wear, center wear, cupping, or feathering. Irregular wear is not covered under this warranty.
- B. **Tires worn more than 1/32 inch** (0.8 mm) difference in remaining tread depth between any two major tread grooves across the tire.
- C. **Ride disturbance or vibration** after tread wear use beyond 10% of the original usable tread depth.
- D. **Weather/ozone cracking after 4 years** from date of tire manufacture, regardless of date of purchase.
- E. **Weather/ozone cracking** is **not** covered under the Enhanced Casing Limited Warranty.
- F. **Tires subjected to severe under-inflation** or run-flat conditions.
- G. **Tires purchased as used.**
- H. **Tires purchased and primarily used** outside the United States.
- I. **Tire improperly retreaded** including, without limitation, improper or inadequate inspection, preparation, equipment, material, repair, etc.
- J. **Tires damaged by the use of internally applied additives** for balance, sealing, cooling or any other alleged tire performance enhancement.
- K. **Improper regrooving.**
- L. **The cost** of applicable federal, state, and local taxes.
- M. **Failure to follow any** of the safety and maintenance recommendations or warnings contained in this manual.

This Limited Warranty is in addition to and/or may be limited by any other applicable written warranty you may have received concerning special tires or situations. Note that additional exclusions, provisions and owner's obligations may be contained in other sections of this manual.

NO-CHARGE REPLACEMENT – NEW TIRE

Eligible FIRESTONE brand truck tires adjusted under this Limited Warranty will be repaired or replaced at BRIDGESTONE's option free of charge with an equivalent new FIRESTONE brand truck tire (Federal Excise Tax included) up to the first 10% of original usable tread depth or within 12 months from date of purchase (without proof of purchase date, then within 12 months from the date of tire manufacture), whichever occurs first. The cost of mounting and balancing and other service charges, disposal fees, or applicable taxes are payable by you.

PRO-RATED REPLACEMENT – WORN ORIGINAL TREAD TIRE

Eligible FIRESTONE brand truck tires adjusted under this Limited Warranty that are worn beyond the first 10% of original usable tread depth, or 12 months from the date of purchase (without proof of purchase date, then 12 months from the date of tire manufacture) has passed, the tire will, at BRIDGESTONE’s option, be repaired or replaced with an equivalent new FIRESTONE brand truck tire on a pro-rata basis. To determine the pro-rated replacement price, the percent of used tread wear is multiplied by the dealer’s current selling price for the replacement tire(s). The cost of mounting, balancing, full Federal Excise Tax, and other service charges, disposal fees, or applicable taxes are payable by you. The tire must be less than 6 years from the date of purchase (without proof of purchase date, then 6 years from the date of tire manufacture).

ENHANCED CASING CREDIT LIMITED WARRANTY

For coverage under the Enhanced Casing Credit Limited Warranty, the eligible tire must have been used only in long haul, regional, or P&D highway service for the entire life of the casing and subsequent retread(s) must have been inspected and retreaded by an authorized Bandag dealer only. Subject to the terms and conditions stated herein, an Enhanced Casing Credit Limited Warranty is available for the tires described below. An eligible pattern, size and load range tire becomes unserviceable within 6.5 years (78 months) from the date of tire manufacture and is no longer eligible under the Enhanced Casing Credit Limited Warranty.

Eligible tires adjusted under the Enhanced Casing Credit Limited Warranty will receive a casing credit as follows:

- Eligible Patterns: All patterns except those within the “Firestone Classic” line (i.e. FS507 Plus, FS 560 Plus, FD690 Plus, FD663 and FT455 Plus)
- Eligible Sizes & Load Ranges: All

Original Tread or Retread Count	Dollar Values (22.5 and 24.5 rim Diameters)	Dollar Values (17.5 and 19.5 rim Diameters)
Original Tread*	\$100	\$60
1st Retread	\$80	\$40
2nd Retread	\$50	\$20

*Note: Tires with the original remaining tread depth greater than 2/32 inch (1.6 mm) may receive pro-rated replacement values higher than those in this table.

FIRESTONE CLASSIC:

- Eligible Patterns: Firestone Classic line (i.e. FS507 Plus, FS 560 Plus, FD690 Plus, FD663 and FT455 Plus)
- Eligible Sizes & Load Ranges: All

Original Tread or Retread Count	Dollar Values (22.5 and 24.5 rim Diameters)	Dollar Values (17.5 and 19.5 rim Diameters)
Original Tread*	\$90	\$50
1st Retread	\$70	\$30

*Note: Tires with the original remaining tread depth greater than 2/32 inch (1.6 mm) may receive pro-rated replacement values higher than those in this table.

ADDITIONAL EXCLUSIONS FOR THE ENHANCED CASING CREDIT LIMITED WARRANTY

1. FIRESTONE brand truck tire casings are warranted only when the tire becomes unserviceable due to conditions within the manufacturer's control.
2. The Enhanced Casing Credit Limited Warranty will be valid through the retread period indicated on the appropriate table or 6.5 years from the date of manufacture, whichever comes first.
3. Tires used in severe service, mining and/or logging service are not covered.
4. Casings which cannot be retreaded due to excessive tread wear are not covered.
5. Failures resulting from faulty or incorrect retread processing or materials are not covered.
6. Casing credits are issued according to the appropriate table and will not include the costs of retreading services, materials or other costs.
7. Tires which have the original DOT tire identification numbers removed or rendered illegible are not covered.

REPLACEMENT WARRANTY

If you receive a replacement tire under this Limited Warranty, it will be covered by the manufacturer's warranty, if any, given on that tire at that time.

WHERE TO GO

Tire adjustments under this Limited Warranty will only be made at an authorized FIRESTONE brand truck tire retailer in the United States. Consult a phone directory (often listed in the Yellow Pages under "Tire Dealers"), the Internet at <https://commercial.firestone.com>, or call 1-800-815-9793 for the location nearest you.

CONSUMER RIGHTS

This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

CONDITIONS and EXCLUSIONS

To the extent permitted by law, BRIDGESTONE disclaims all other warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose and any liability for incidental and consequential damages, loss of time, loss of vehicle use, or inconvenience. 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.

This Limited Warranty applies only to consumers actually purchasing and primarily using the tire in the United States.

Obligations under this policy may not be enlarged or altered by anyone.

In accordance with Federal Law, this Limited Warranty has been designated as a "Limited Warranty." Nothing in this Limited Warranty is intended to be a representation that tire failures cannot occur. This Limited Warranty is given in the United States by Bridgestone Americas Tire Operations, LLC, 200 4th Ave. South, Nashville, TN 37201.

OWNER'S OBLIGATIONS

It is your obligation to maintain proper tire inflation pressures as specified by the vehicle manufacturer and to operate the vehicle within tire/vehicle load capacity and speed limitations. It is also your obligation to maintain proper wheel alignment and tire/wheel assembly balance.

To request an adjustment, you must present the tire to an authorized FIRESTONE brand truck tire retailer. Your vehicle on which the tire was equipped must also be available for inspection. Complete and sign the customer section of BRIDGESTONE's Limited Warranty Form or an electronic version of the Bridgestone Limited Warranty Form and pay appropriate replacement price, taxes, disposal fees, and service charges, if any. Tires accepted for warranty compensation become the property of BRIDGESTONE.

ARBITRATION

You and BRIDGESTONE agree that all claims, disputes, and controversies between you and it, including any of its agents, employees, successors, or assigns, arising out of or in connection with this Limited Warranty, or any other warranties, express or implied, including a failure of warranty and the validity of this arbitration clause, but excluding claims for personal injury or property damage, shall be resolved by binding arbitration between you and it, according to the formal dispute resolution procedures of the National Arbitration Forum, under the Code of Procedure then in effect. This arbitration will be conducted as a document hearing. If you request any procedures beyond a document hearing, you will be responsible for all fees, including filing and administrative fees, above and beyond the fees required for document hearings. The arbitration between you and BRIDGESTONE shall not include any other customers, be combined or consolidated in any fashion with arbitrations involving other customers, or proceed in any form of class action in which the claims of numerous customers are considered together. Any award of the arbitrator(s) may be entered as a judgment in any court of competent jurisdiction. The arbitrators 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 statute. Information may be obtained and claims may be filed at any office of the National Arbitration Forum or at P.O. Box 50191, Minneapolis, MN 55405.

IMPORTANT SAFETY INFORMATION

Any tire, no matter how well constructed, may fail in use as a result of punctures, impact damage, improper inflation pressure, overloading, or other conditions resulting from use or misuse. Tire failure may create a risk of property damage, serious personal injury or death.

SAFETY WARNING

Serious personal injury or death may result from a tire failure. Many tire failures are preceded by vibration, bumps, bulges or irregular wear. If a vibration occurs while driving your vehicle or you notice a bump, bulge or irregular wear, have your tires and vehicle evaluated by a qualified tire service professional.

To reduce the risk of tire failure, **BRIDGESTONE** strongly recommends you read and follow all safety information contained in this manual, tire industry publications such as those published by the U.S. Tire Manufacturers Association (USTMA), and tire mounting procedures published by the Occupational Safety and Health Administration (OSHA) of the U. S. Department of Labor. In addition, we recommend periodic inspection and maintenance, if necessary, by a qualified tire service professional.

TIRE INFLATION PRESSURE

Tires need proper inflation pressure to operate effectively and perform as intended. Tires carry the vehicle, passenger, and cargo loads and transmit the braking, acceleration, and turning forces. The vehicle manufacturer recommends the inflation pressures for the tires mounted on your vehicle.

SAFETY WARNING

Driving on tires with improper inflation pressure is dangerous.

- Under-inflation causes excessive tire heat build-up and internal structural damage.
- Over-inflation makes it more likely for tires to be cut, punctured, or broken by sudden impact.

These situations can cause a tire failure, even at a later date, which could lead to serious personal injury or death. Consult the vehicle tire information placard and/or owner's manual for the recommended inflation pressures.

In addition to tire damage, improper inflation pressure may also:

- Adversely affect vehicle ride and handling.
- Reduce tire tread wear.
- Affect fuel economy.

Therefore, follow these important recommendations for tire and vehicle safety, mileage, and economy:

- Always keep the vehicle manufacturer's recommended inflation pressure in all your tires, including inside duals.
- Check their pressure at preventative maintenance intervals and during pre-trip vehicle inspections.

Your vehicle's tire information placard and/or owner's manual will tell you the recommended cold inflation pressure for all your tires. For tractor/trailers, a placard is applied to each. For questions about locating or understanding the tire information placard(s), consult your vehicle owner's manual or ask a qualified tire service professional.

Maximum Pressure Indicated on the Tire Sidewall: This is the maximum permissible inflation pressure for the tire only. The vehicle manufacturer's recommended tire pressures may be lower than, or the same as, the maximum pressure indicated on the tire sidewall. The vehicle manufacturer's specification of tire pressure is limited to your particular vehicle and takes into account your vehicle's load, ride, and handling characteristics, among other criteria. Since there may be several possible vehicle applications for a given tire size, a vehicle manufacturer may choose a different inflation pressure specification for that same size tire on a different vehicle. Therefore, always refer to the inflation pressure specifications on the vehicle tire information placard and/or in your vehicle owner's manual.

Pressure Loss: Truck tires can lose 2 psi (14 kPa) per month under normal conditions and can lose 2 psi (14 kPa) for every 10°F (5.6°C) temperature drop. A puncture, leaking valve, or other damage could also cause inflation pressure loss. If a truck tire loses more than 4 psi (28 kPa) per month, have it checked by a qualified tire service professional.

TIPS FOR SAFE TIRE INFLATION

SAFETY WARNING

Inflating an unsecured tire is dangerous. If it bursts, it could be hurled into the air with explosive force resulting in serious personal injury or death. Never adjust the inflation pressure of a truck tire unless it is placed in a safety cage or is secured to the vehicle or a tire mounting machine. Never stand or lean over the tire or in front of the valve when inflating.

SAFETY WARNING

Never re-inflate a truck tire that has been run at very low inflation pressure (i.e. 80% or less of normal operating pressure) without a complete inspection of the entire tire. Immediately have the tire demounted and inspected by a qualified tire service professional.

- The U.S. Department of Transportation requires a pre-trip vehicle inspection. Pre-trip vehicle inspections and preventative maintenance should include cold-tire inflation pressure checks. Don't forget to check the inflation pressure of inside duals.
- The only correct method for checking inflation pressure is to use an accurate tire inflation pressure gauge. Kicking or thumping a tire will only tell you when a tire is totally flat.
- Check inflation pressure when the tires are "cold." Tires are considered "cold" when the vehicle has been parked for three hours or more, or if the vehicle has been driven less than a mile at moderate speed.
- Never release pressure from a hot tire in order to reach the recommended cold tire inflation pressure. Normal driving causes tires to run hotter and inflation pressure to increase. If you reduce inflation pressure when your tires are hot, you may dangerously under inflate your tires.
- If it is necessary to adjust inflation pressure when your tires are "hot," set their inflation pressure to 10 psi (69 kPa) above the recommended cold inflation pressure. Recheck the inflation pressure when the tires are cold.
- If your tires lose more than 4 psi (28 kPa) per month, the tire, tube (if applicable), valve, or rim/wheel may be damaged. Consult a qualified tire service professional for an inspection.
- A difference of 5 psi (35 kPa) or more between duals is not recommended.
- Use valve caps to keep the valves clear of debris and to help guard against inflation pressure loss.

TIPS FOR SAFE LOADING

SAFETY WARNING

Driving your vehicle in an overloaded condition is dangerous. Overloading causes excessive tire heat build-up and internal structural damage. This can cause a tire failure, even at a later date, which could lead to serious personal injury or death. Consult the vehicle tire information placard, certification label, and owner's manual for the recommended vehicle load limits and loading recommendations.

- Always keep the vehicle manufacturer's recommended inflation pressure in all your tires, including inside duals. Check their pressure at preventative maintenance intervals and during pre-trip vehicle inspections.
- Never exceed the maximum load rating stamped on the sidewall of your tire.
- Never exceed the gross vehicle weight rating (GVWR) or gross axle weight ratings (GAWR) of your vehicle.
- Never exceed the maximum load or inflation pressure capacity of the rim/wheel.
- Consult your vehicle owner's manual for load recommendations and special instructions (such as for carrying unusually heavy loads).

TIRE DAMAGE AND INSPECTION

Evaluation and maintenance of your tires is important to their performance and the service they provide to you. Over time and/or through use, the condition of a tire can change from exposure to everyday road conditions, the environment, damaging events such as punctures, and other external factors.

SAFETY WARNING

Driving on damaged tires is dangerous. A damaged tire can suddenly fail causing serious personal injury or death. Have your tires regularly inspected by a qualified tire service professional.

You should visually inspect your tires during pre-trip vehicle inspections and inflation pressure checks. In addition, have your tires periodically evaluated by a qualified tire service professional when your vehicle is serviced such as routine maintenance intervals, oil changes, and tire rotations. In particular, note the following tips for spotting tire damage:

- After striking anything unusual in the roadway, have a qualified tire service professional demount the tire and inspect it for damage. A tire may not have visible signs of damage on the tire surface. Yet, the tire may suddenly fail without warning, a day, a week, or even months later.
- Inspect your tires for cuts, cracks, splits or bruises in the tread and sidewall areas. Bumps or bulges may indicate a separation within the tire body. Have your tire inspected by a qualified tire service professional. It may be necessary to have it removed from the rim/wheel for a complete inspection. Do not delay performing any necessary repair(s).
- Inspect your tires for adequate tread depth. When the tire is worn to the built-in indicators at 2/32 inch (1.6 mm) or less tread groove depth, or the tire cord or fabric is exposed, the tire is dangerously worn and must be replaced immediately. Tires used in the steer position are considered as worn at 4/32 inch (3.2 mm) as noted below.
- Federal regulations require steer axle tires to have 4/32 inch (3.2 mm) or greater tread depth on vehicles over 10,000 lbs (4536 kg) GVWR.
- Inspect your tires for uneven wear. Wear on one side of the tread or flat spots in the tread may indicate a problem with the tire or vehicle. Consult a qualified tire service professional.
- Inspect your rims/wheels also. If you have a bent, chipped, or cracked rim/wheel, it must be replaced.

TIRE MANUFACTURE DATE

The tire manufacture date is determined by examining the DOT tire identification number, also known as the DOT serial number or code, which can be found on at least one sidewall

near the rim/wheel. It may be necessary to look on both sides of the tire to find the entire serial code.

Tires Produced Since 2000: The last four (4) digits of the serial code identify the week and year of production. For example, a tire with a serial code ending in “2406” would have been produced in the 24th week of 2006.

Tires Produced Prior to 2000: The last three (3) digits of the serial code identify the week and year of production. For example, a tire with a code ending in “329” would likely have been produced in the 32nd week of 1999, but possibly produced in 1989. If in doubt, consult a qualified tire service professional.

TIRE REPAIRS

SAFETY WARNING

Driving on an improperly repaired tire is dangerous. An improper repair can be unreliable or permit further damage to the tire. The tire may suddenly fail, causing serious personal injury or death. A complete inspection and repair of your tire in accordance with U.S. Tire Manufacturers Association (USTMA) procedures should be conducted by a qualified tire service professional.

The comprehensive procedures and recommendations for truck tire repair are beyond the scope of this manual; however, note the following:

- **The tire must be demounted from the rim/wheel for a complete inspection, inside and out.** Some damage to the tire may only be evident on the interior of the tire. Any tire repair done without removing the tire from the rim/wheel is improper.
- **A patch must be applied to the interior of the tire and the puncture hole filled with suitable plug/stem filler.** This helps ensure that the interior of the tire is adequately sealed to prevent inflation pressure loss and prevents contamination of the steel belts and other plies from the elements (such as water) in the outside world. Using only a plug/stem, or using only a patch, is not a safe or proper repair.
- **The truck/bus tire puncture repair injury limit to the tread area is 3/8 inch (10 mm).** Larger injuries, or damage in areas outside the tread, should be evaluated and repaired, if possible, by qualified tire service professionals at a full-service repair facility using USTMA-approved procedures.
- **Never substitute a tube for a proper repair or to remedy an improper repair.**
- **Not all punctured or damaged tires can be properly repaired;** consequently, they must be replaced.

- **Repair and retread, if possible, tires having a tread depth of 2/32 inch (1.6 mm) or less remaining in any tread groove.**
- **Tubes, like tires, should only be repaired by a qualified tire service professional.**
- **Any Improper repair voids the tire Limited Warranty.**
See “Limited Warranty” in this manual.

REMOVING TIRE/WHEEL ASSEMBLY FROM VEHICLE

SAFETY WARNING

Always follow the manufacturer's recommend procedure for securing and raising your vehicle prior to attempting to remove a tire.

SAFETY WARNING

If the tire has internal damage, it may burst with explosive force, causing serious personal injury or death. Always deflate a tire and wheel assembly completely before loosening any lug nut when removing a tire from a vehicle for service or demounting. On dual wheel assemblies, both tires should be deflated and removed before any work is started.

TIRE MOUNTING AND OTHER SERVICING

SAFETY WARNING

Removing and replacing tires on wheels can be dangerous. Attempting to mount tires with improper tools or procedures may result in a tire explosion causing serious personal injury or death. This is only a job for a qualified tire service professional. Never perform tire service procedures without proper training, tools, and equipment.

This manual is not intended to provide proper training or service procedures for tire mounting, demounting, balancing, rotation, or repair. Please leave these tasks to qualified tire service professionals.

Only specially trained persons should mount tires. For proper mounting procedures, consult the requirements of the Occupational Safety and Health Administration (OSHA) of the U S Department of Labor and procedures published by the U.S. Tire Manufacturers Association, 1400 K Street, NW Washington, D. C. 20005 (www.ustires.org).

SAFETY WARNING

Inflating an unsecured tire is dangerous. If it bursts, it could be hurled into the air with explosive force resulting in serious personal injury or death.

- Always stand well clear of any tire mounting operation. This is especially important when the service operator inflates the tire.

- When inflating a tire after mounting on a rim/wheel, always use a safety cage and an extension hose with pressure gauge and clip-on chuck.
- Never adjust the inflation pressure of a truck tire unless it is placed in a safety cage or is secured to the vehicle or a tire mounting machine.
- Never stand or lean over the tire or in front of the valve when inflating.

SAFETY WARNING

Never pour or spray any flammable substance into or onto a tire or rim/wheel for any purpose whatsoever. The residue left by the substance could result in a fire or explosion which may cause severe injury or death.

SAFETY WARNING

Never put flammable substances such as gasoline or ethyl ether into a tire and light with a match/flame so that the resulting explosion seats the beads of a tubeless tire. This practice is extremely dangerous and may result in a severe explosion or undetected damage to the tire or rim/wheel which may cause a failure resulting in severe injury or death.

- **Tires must match the width and diameter requirements of the wheels.** For example, 22.5 inch diameter tires must only be mounted to 22.5 inch diameter rims/wheels. Radial tires must only be mounted to wheels approved for radial tires.
- **Inspect the tire and rim/wheel.** Rims/wheels must be free of cracks, dents, chips, and rust. Tires must be free of bead damage, cuts, punctures, foreign material, and moisture.
- **For a tubeless truck tire, always install a new valve, or new valve core and cap,** each time a new or retreaded tire is installed.
- **For a tube-type truck tire, always use a new, proper size tube and flap** each time a new or re-treaded tire is installed.
- **Use only vegetable oil-based lubricants in mounting or demounting.**
- **Always ensure rim components fit properly before inflating.**
 - Never tap component parts with a tool/hammer/mallet while tire is inflated.
 - Never attempt to disassemble multi-piece rims while inflated.
- **Never inflate a tire beyond 40 psi (275 kPa) to seat the beads.** Be absolutely certain beads are fully seated before adjusting inflation pressure to the level recommended for vehicle operation.
- **Use valve caps** to keep the valves clear of debris and to help guard against inflation pressure loss.
- **Always stand well away from the work area** when tires are being spin-balanced either on or off the vehicle.

TIRE MIXING

SAFETY WARNING

Driving your vehicle with an improper mix of tires is dangerous. Your vehicle's handling characteristics can be seriously affected. You could have an accident resulting in serious personal injury or death. Consult your vehicle owner's manual and a qualified tire service professional for proper tire replacement.

DUAL MATCHING

Tires paired in a dual assembly should be matched in tire construction and dimension. Improperly matched tires may result in irregular wear, rapid wear, and premature tire failure. Failure to match tires in a dual assembly may result in sudden tire destruction.

For radial tires, properly paired dimension tolerances are as follows:

- Diameter: within 1/4 inch (6.4 mm) of each other
- Circumference: within 3/4 inch (19 mm) of each other

HIGH SPEED DRIVING

SAFETY WARNING

Driving at high speed is dangerous and can cause a vehicle accident, including serious personal injury or death.

- Regardless of the speed and handling capabilities of your vehicle and its tires, a loss of vehicle control can result from exceeding the maximum speed allowed by law or warranted by traffic, weather, vehicle, or road conditions.
- High-speed driving should be left to trained professionals operating under controlled conditions.
- No tire, regardless of its design or speed rating, has unlimited capacity for speed, and a sudden tire failure can occur if its limits are exceeded. See "Tire Speed Restrictions," the next section in this manual.

Refer to your vehicle owner's manual for any tire pressure recommendations for high speed driving.

TIRE SPEED RESTRICTIONS

Firestone brand truck tires have maximum recommended speeds. When replacing your tires, check your vehicle owner's manual and tire information placard and consult with a Firestone brand truck tire retailer for recommendations and information about tire speed capability.

The speed capabilities of truck tires are based on standardized laboratory tests under specific, controlled conditions. While these tests may relate to performance on the road, real-world

driving is rarely identical to any test conditions. Your tire's actual speed capability may be less since it is affected by factors such as inflation pressure, load, tire condition (including damage), wear, vehicle condition (including alignment), driving conditions, and duration at which the speed is sustained.

TIRE SPINNING

SAFETY WARNING

Spinning a tire to remove a vehicle stuck in mud, ice, snow, or wet grass can be dangerous. A tire spinning at a speedometer reading above 35 mph (55 km/h) can in a matter of seconds reach a speed capable of disintegrating a tire with explosive force. Under some conditions, a tire may be spinning at a speed twice that shown on the speedometer. This could cause serious personal injury or death to a bystander or passenger. Never spin a tire above a speedometer reading of 35 mph (55 km/h).

TIRE STORAGE

Tires should be stored indoors in a cool, dry place where water cannot collect inside them. Tires should be placed away from electric generators/motors and sources of heat such as hot pipes. Storage surfaces should be clean and free of grease, gasoline, diesel fuel, or other substances which can deteriorate the rubber.

SAFETY WARNING

Improper storage can damage your tires in ways that may not be visible and can lead to a failure resulting in serious personal injury or death.

The spare tire in your vehicle is intended to be used as a spare when needed. The spare tire carrier is not intended to be used for long term storage.

TIRE SERVICE CUSTOMER SATISFACTION

Normal tire maintenance and Limited Warranty services are available at locations across the U.S.A. Visit us at <https://commercial.firestone.com>, or call 1-800-815-9793 to find an authorized Bridgestone brand truck tire retailer nearest you.

Additional information on the care and service of truck tires is available from the following organizations:

U.S. Tire Manufacturers Association
1400 K Street, N.W.
Washington, DC 20005-2403
www.ustires.org

Tire and Rubber Association of Canada
A19-260 Holiday Inn Drive
Cambridge, ON, N3C 4E8
www.tracanada.ca

TIRE REGISTRATION

Registration of your tires is an important safety precaution since it enables the manufacturer to notify you in the event of a recall. When you purchase replacement tires, the retailer will provide a registration card on which the tire identification numbers have been recorded; fill in your name and address on the card and mail it promptly. Some retailers may submit the registration for you. You do not need to register original equipment tires on new vehicles as the vehicle manufacturer handles that for you.

For Assistance or Information

1. First contact the nearest Firestone truck tire dealer by consulting the yellow pages of your local telephone book.
2. If additional assistance is required, call or write the nearest Bridgestone Technical Service Center listed below.

BRIDGESTONE TOLL FREE NUMBER 1-800-847-3272

**Bridgestone Americas Tire Operations, LLC
200 4th Ave. South, Nashville, TN 37201**

BRIDGESTONE

Firestone and associated brands

Warranty Manual

Replacement Market Passenger and Light Truck Tires

including



Run-Flat Technology (RFT)



Self-Supporting Tires (SST)



Extended Mobility Tires (EMT)



EN

Effective Date 01/01/2024

REPLACEMENT MARKET PASSENGER AND LIGHT TRUCK TIRES

WHAT IS AN ELIGIBLE TIRE

Congratulations! You have just purchased quality tires from an authorized BRIDGESTONE, FIRESTONE, or ASSOCIATED BRANDS tire retailer (referred to in this manual as “DEALER”). This Limited Warranty covers new BRIDGESTONE, FIRESTONE, FUZION, and PRIMEWELL brand passenger and light truck tires. Note that SUREDRIVE and LEMANS brand limited warranty details are published in a separate limited warranty manual and are not included in this manual. Also note that the DURAVIS R238 and the DURAVIS M705 tire line limited warranty details are published in a separate limited warranty manual and are not included in this manual.

This Limited Warranty only applies to the original purchaser, and is valid if all of the following apply:

- The tire was purchased and primarily used in the continental United States, Alaska, Hawaii, and/or the District of Columbia after December 31, 2023.
- The tire is a size and speed rating equivalent to or greater than that specified by the vehicle manufacturer (exception: coverage applies to properly repaired tires which may have voided the tire's speed rating).
- The tire has been used only on the passenger or light truck vehicle on which it was originally installed.
- The tire has not been used in commercial service (exception: certain coverage applies to Bridgestone DURAVIS and Firestone TRANSFORCE tires if used in commercial service).
- Some DEALER locations (wholesale clubs, on-line purchases, and the like) may not service your warranty unless you hold a current membership and/or have purchased your tires at their location. Check with your DEALER to see if they have specific warranty processing requirements.
- Some Bridgestone / Firestone brand tires are sold exclusively through select DEALERS. Other DEALER locations may not service your warranty for these tires. Check with your DEALER to see if they have specific warranty processing requirements for your specific Bridgestone / Firestone brand tire.
- The tire is less than 10 (ten) years from the date of tire manufacture.
- The tire must be classified as a passenger and/or light truck tire. Tires classified as “commercial” tires (truck or bus) are not covered through this Limited Warranty and are addressed in the appropriate limited warranty manual for commercial tires. Commercial tires are any tire with the following rim sizes: 17.5-inch, 19.5-inch, 22.5-inch, or 24.5-inch.

- The tire was used and maintained in accordance with all the terms contained within this manual and/or the accompanying Tire Maintenance and Safety manual available at www.bridgestonetire.com/customer-care/tire-warranties.
- **IMPORTANT: By submitting a tire for consideration under this Limited Warranty you are certifying that the tire was not involved in any accident involving personal injury or property damage other than damage to the tire itself, that the tire is free and clear of all liens, and that you save Bridgestone Americas Tire Operations LLC. harmless for any claims or loss resulting from liens on the aforesaid tire.**

WHAT IS WARRANTED and FOR HOW LONG

An eligible tire that becomes unusable for any reason within the manufacturer's control will be replaced with an equivalent new Bridgestone, Firestone or Associated Brands tire on the basis set forth in this Limited Warranty. Each tire brand has specific warranty coverage and certain conditions that apply; for details, see “Each Brand's Limited Warranty Coverage.”

WHAT THIS LIMITED WARRANTY DOES NOT COVER

This Limited Warranty does not cover the following:

ROAD HAZARDS/MISAPPLICATION/ABUSE Tire damage or irregular wear due to:

- A. Road hazards**, including, without limitation: Puncture, cut, impact break, stone drill, bruise, bulge, snag, etc.
- B. Improper use or operation**, including, without limitation: Improper inflation pressure, overloading, tire/wheel spinning, use of an improper wheel, tire chain damage, misuse, misapplication, negligence, tire alteration, or for racing or competition purposes.
- C. Insufficient or improper maintenance**, including, without limitation: failure to rotate tires as recommended in this manual, wheel misalignment, worn suspension components, improper tire mounting or demounting, tire/wheel assembly imbalance, or other vehicle conditions, defects, or characteristics.
- D. Contamination or degradation** by petroleum products or other chemicals, fire or other externally generated heat, or water or other material trapped inside the tire during mounting or inflation. Tires with sealant, balance, or other filler material that was not originally applied or inserted by the tire manufacturer. Tires inflated with anything other than air or nitrogen.
- E. Improper repair.** Improper repair voids this Limited Warranty.
- F. For Run-Flat Technology Tires (RFT), Self-Supporting Tires (SST), or Extended Mobility Tires (EMT) only, improper, or low tire pressure operation**, including, without limitation: exceeding speed, distance, or other run-flat/low-pressure operation limitations.

- G. **The installation of tire accessories**, including, without limitation: tire sensors or RFID tags, which may impact the tire performance or damage the tire through mounting, use, or removal.

RAPID TREAD WEAR

- A. **Rapid tread wear**, or wear-out is **not** covered under the Bridgestone Platinum Pact, Firestone Gold Pledge, or Basic Limited Warranty. See the Limited Mileage Warranty section of this manual.
- B. **Original equipment tires on new vehicles have no mileage warranty. (See separate warranty, if applicable, in your vehicle's glove box.) Tires sold as exact original equipment replacements may have a mileage warranty. See the Limited Mileage Warranty section of this manual for details.**
- C. **Tires used in commercial service** have **NO** limited mileage warranty.

RIDE DISTURBANCE

- A. **Due to harsh ride or vibration** after 2/32 inch (1.6 mm) of tread wear use, limited to no more than two (2) tires per vehicle.
- B. **Due to noise** after 2/32 inch (1.6 mm) of tread wear use.
- C. **Due to pulling after** 2/32 inch (1.6 mm) of tread wear use, limited to no more than one (1) tire per vehicle.

IRREGULAR WEAR

- A. **Uneven or unusual wear** patterns, including, without limitation: Shoulder wear, center wear, cupping, or feathering.
- B. **Tires worn more than 2/32-inch** (1.6 mm) difference in remaining tread depth between any two major tread grooves across the tire.

CRACKING

- A. **Weather/ozone cracking after 4 years** from date of tire manufacture, regardless of date of purchase.
- B. **B. Weather/ozone cracking is NOT covered** under the "Free tire replacement period" in the Bridgestone Platinum Pact or the Firestone Gold Pledge. Weather/ozone cracking is covered only as a prorated charge. Note that shallow surface cracking is common among tires and is not considered as a covered condition. See the appropriate Technical Bulletin for more details.
- C. **Cold weather cracking** of non-winter tires by improper storage or use is **NOT** a covered condition. Some vehicles have specific recommendations regarding winter tire use; consult your vehicle owner's manual and tire information placard for more information.

OTHER

- A. **Tires used in commercial service** except Bridgestone

Duravis and Firestone Transforce tires.

- B. **Tires purchased as used.**
- C. **Tires purchased and primarily used** outside the United States.
- D. **The cost** of applicable federal, state, and local taxes.
- E. **Failure to follow any** of the safety and maintenance recommendations or warnings contained in this manual or the accompanying *Tire Maintenance and Safety* manual available at www.bridgestonetire.com/customer-care/tire-warranties.

This Limited Warranty is in addition to and/or may be limited by any other applicable written warranty you may have received concerning special tires or situations. Note that additional exclusions, provisions and owner's obligations may be contained in other sections of this manual.

EACH BRAND'S LIMITED WARRANTY COVERAGE

BRIDGESTONE BRAND LIMITED WARRANTY

Platinum Pact Limited Warranty

The Platinum Pact Limited Warranty covers all eligible Bridgestone brand passenger and light truck tires—except winter, and "temporary use" spare tires. A tire covered by the Platinum Pact Limited Warranty will be replaced with an equivalent new Bridgestone, Firestone, or Associated Bridgestone brand tire at Bridgestone's discretion, either free of charge or for a prorated amount, if the tire becomes unusable for any reason within the manufacturer's control within 5 years from the date of purchase (proof of purchase required) or 6 years from the date of manufacture (without proof of purchase). The Platinum Pact Limited Warranty is subject to the following conditions:

- **The free tire replacement period** extends up to (a) 3 years from the date of purchase—proof of purchase date required or (b) 4 years from the date of tire manufacture without proof of purchase date. During this period, the tire will be replaced free of charge (including mounting and balancing). You may be charged applicable taxes, the cost of valve stems, and disposal fees.
- **Weather/ozone cracking** is **NOT** covered under the "Free tire replacement period" in the Platinum Pact Limited Warranty. Weather/ozone cracking is covered only as a prorated charge.
- **After the free tire replacement period** noted above, coverage extends up to (a) 5 years from the date of purchase—proof of purchase date required or (b) 6 years from the date of tire manufacture without proof of purchase date. During this period, the tire will be replaced but there will be a prorated charge. To determine the replacement price, the percent worn, based on used tread

wear, is multiplied by DEALER'S current selling price for the replacement tire(s). The appropriate taxes, mounting, balancing, the cost of valve stems, disposal fees, and other service charges may still apply.

- **Rapid tread wear or wear-out** is not covered under the Bridgestone Platinum Pact, Firestone Gold Pledge, or basic Limited Warranty. See the Limited Mileage Warranty section of this manual.
- **The tire must not be worn to 2/32 inch (1.6 mm)** or less remaining original tread depth (i.e. worn down to the top of the built-in indicators in the tread grooves).
- **Exclusions apply**—as identified in the section “What This Limited Warranty Does Not Cover.”

Winter and “Temporary Use” Spare Tires

An eligible Bridgestone brand winter or “temporary use” spare tire will be replaced with an equivalent new Bridgestone, Firestone, or associated Bridgestone brand tire at Bridgestone's discretion for a prorated purchase price if the tire becomes unusable for any reason within the manufacturer's control under the following conditions:

- **There is no free replacement period**
- **Coverage** extends up to 5 years from the date of purchase—proof of purchase date required. Without proof of purchase date, then 6 years from the date of tire manufacture. During this period, the tire will be replaced for a prorated amount. To determine the replacement price, the percent of used tread wear is multiplied by DEALER'S current selling price for the replacement tire(s). The appropriate taxes, mounting, balancing, the cost of valve stems, disposal fees, and other service charges may still apply.
- **Rapid tread wear or wear-out.** Winter and “temporary use” spare tires have no mileage warranty.
- **The tire must not be worn to 2/32 inch (1.6 mm)** or less remaining original tread depth (i.e. worn down to the top of the built-in indicators in the tread grooves).
- **Exclusions apply**—as identified in the section “What This Limited Warranty Does Not Cover.”

90 Day Buy & Try Guarantee

Most Bridgestone brand passenger and light truck tires, sold in sets of 4 or more tires through a DEALER, are covered by the 90 Day Buy & Try Guarantee. The following tire lines are **NOT** eligible for the 90 Day Buy & Try Guarantee:

Run-Flat Technology Tires (RFT) including Self-Supporting Tires (SST) and Extended Mobility Tires (EMT). Note that the DriveGuard, DriveGuard Plus, Potenza RE960AS RFT and Turanza EL400 RFT patterns **ARE** covered by the 90 Day Buy & Try Guarantee.

Potenza RE-11, Potenza RE-11A, Potenza RE-11R, Potenza

RE71R, Potenza RE-71RS, Potenza Race

Pursuit tires

Tires installed as original equipment tires on new vehicles

Winter tires or “temporary use” spare tires

Tires in commercial truck tire sizes (17.5-inch, 19.5-inch, 22.5-inch, or 24.5-inch rim diameter)

Tires in flotation tire sizes

If a retail customer is not completely satisfied with their eligible Bridgestone brand tires, the tires can be returned to the location where they were originally purchased within 90 days of purchase to exchange for a credit towards a new set of Bridgestone or Firestone brand tires. Original proof of purchase is required. If the exchange for the new set of tires is a higher cost, you must pay the difference from original purchase price. If the exchange for the new set of tires is at a lower cost, you will receive a refund of the difference in cost.

The 90 Day Buy & Try Guarantee applies only to full sets of tires (4 or more tires purchased together); return of less than a full set of tires will not be accepted. Bridgestone brand tires applied as original equipment on new vehicles are not covered by the 90 Day Buy & Try Guarantee.

Additional exclusions apply, as identified in the section

“What This Limited Warranty Does Not Cover”: including, but not limited to, tires worn beyond 2/32 of tread wear use, or tires damaged due to road hazards, misapplication or abuse. The 90 Day Buy & Try is limited to one set of tires per vehicle within any 12-month period.

FIRESTONE BRAND LIMITED WARRANTY

Gold Pledge Limited Warranty

The Gold Pledge Limited Warranty covers all eligible Firestone brand passenger and light truck tires—except winter and “temporary use” spare tires. The Gold Pledge Limited Warranty covers all eligible Firestone brand passenger and light truck tires—except winter, and “temporary use” spare tires. A tire covered by the Gold Pledge Limited Warranty will be replaced with an equivalent new Bridgestone, Firestone, or Associated Bridgestone brand tire at Bridgestone's discretion, either free of charge or for a prorated amount, if the tire becomes unusable for any reason within the manufacturer's control within 5 years from the date of purchase (proof of purchase required) or 6 years from the date of manufacture (without proof of purchase). The Gold Pledge Limited Warranty is subject to the following conditions:

- **The free tire replacement period** extends up to (a) 3 years from the date of purchase—proof of purchase date required or (b) 4 years from the date of tire manufacture without proof of purchase date. During this period, the tire

will be replaced free of charge (including mounting and balancing). You may be charged applicable taxes, the cost of valve stems, and disposal fees.

- **Weather/ozone cracking is NOT** covered under the “Free tire replacement period” in the Gold Pledge Limited Warranty. Weather/ozone cracking is covered only as a prorated charge.
- **After the free tire replacement period** noted above, coverage extends up to (a) 5 years from the date of purchase—proof of purchase date required or (b) 6 years from the date of tire manufacture without proof of purchase date. During this period, the tire will be replaced but there will be a prorated charge. To determine the replacement price, the percent worn, based on used tread wear, is multiplied by DEALER’S current selling price for the replacement tire(s). The appropriate taxes, mounting, balancing, the cost of valve stems, disposal fees, and other service charges may still apply.
- **Rapid tread wear or wear-out** is not covered under the Bridgestone Platinum Pact, Firestone Gold Pledge, or Basic Limited Warranty. See the Limited Mileage Warranty section of this manual.

Winter and “Temporary Use” Spare Tires

An eligible Firestone brand winter or “temporary use” spare tire will be replaced with an equivalent new Bridgestone, Firestone, or associated Bridgestone brand tire at Bridgestone’s discretion for a prorated purchase price if the tire becomes unusable for any reason within the manufacturer’s control under the following conditions:

- **There is no free replacement period.**
- **Coverage** extends up to 5 years from the date of purchase—proof of purchase date required. Without proof of purchase date, then 6 years from the date of tire manufacture. During this period, the tire will be replaced for a prorated amount. To determine the replacement price, the percent of used tread wear is multiplied by DEALER’S current selling price for the replacement tire(s). The appropriate taxes, mounting, balancing, the cost of valve stems, disposal fees, and other service charges may still apply.
- **Rapid tread wear or wear-out.** Winter and “temporary use” spare tires have no mileage warranty.
- **The tire must not be worn to 2/32 inch (1.6 mm)** or less remaining original tread depth (i.e. worn down to the top of the built-in indicators in the tread grooves).
- **Exclusions apply**—as identified in the section “What This Limited Warranty Does Not Cover.”

90 Day Buy & Try Guarantee

Most Firestone brand passenger and light truck tires, sold in sets of 4 or more tires through a DEALER, are covered by the

90 Day Buy & Try Guarantee. The following tire lines are **NOT** eligible for the 90 Day Buy & Try Guarantee:

Run-Flat Technology Tires (RFT) including Self-Supporting Tires (SST) and Extended Mobility Tires (EMT).

Pursuit tires

Tires installed as original equipment tires on new vehicles

Winter tires or “temporary use” spare tires

Tires in commercial truck tire sizes (17.5-inch, 19.5-inch, 22.5-inch, or 24.5-inch rim diameter)

Tires in flotation tire sizes

If a retail customer is not completely satisfied with their eligible Firestone brand tires, the tires can be returned to the location where they were originally purchased within 90 days of purchase to exchange for a credit towards a new set of Bridgestone or Firestone brand tires. Original proof of purchase is required. If the exchange for the new set of tires is a higher cost, you must pay the difference from original purchase price. If the exchange for the new set of tires is at a lower cost, you will receive a refund of the difference in cost.

The 90 Day Buy & Try Guarantee applies only to full sets of tires (4 or more tires purchased together); return of less than a full set of tires will not be accepted. Firestone brand tires applied as original equipment on new vehicles are not covered by the 90 Day Buy & Try Guarantee.

Additional exclusions apply, as identified in the section

“What This Limited Warranty Does Not Cover”: including, but not limited to, tires worn beyond 2/32 of tread wear use, or tires damaged due to road hazards, misapplication or abuse. The 90 Day Buy & Try is limited to one set of tires per vehicle within any 12-month period.

FUZION BRAND LIMITED WARRANTY

The Fuzion Brand Limited Warranty covers all eligible Fuzion brand passenger and light truck tires. A tire covered by the Limited Warranty will be replaced with an equivalent new Fuzion brand tire, either free of charge or for a prorated amount, if the tire becomes unusable for any reason within the manufacturer’s control within 5 years from the date of purchase (proof of purchase required) or 6 years from the date of manufacture (without proof of purchase). If a Fuzion brand tire is unavailable, any equivalent (or better) Bridgestone, Firestone or associated Bridgestone brand tire may be substituted at Bridgestone’s discretion. The Limited Warranty is subject to the following conditions:

- **The free tire replacement period** extends up to (a) 3 years from the date of purchase—proof of purchase date required or (b) the first 50% of the usable tread life of the tire whichever occurs first. During this period, the tire will be replaced free of charge (including mounting and

balancing). You may be charged applicable taxes, the cost of valve stems, and disposal fees.

- **Weather/ozone cracking** is **NOT** covered under the “Free tire replacement period” in the Limited Warranty. Weather/ozone cracking is covered only as a prorated charge.
- **After the free tire replacement period** noted above, coverage extends up to (a) 5 years from the date of purchase—proof of purchase date required or (b) 6 years from the date of tire manufacture without proof of purchase date. During this period, the tire will be replaced but there will be a prorated charge. To determine the replacement price, the percent worn, based on used tread wear, is multiplied by DEALER’S current selling price for the replacement tire(s). The appropriate taxes, mounting, balancing, the cost of valve stems, disposal fees, and other service charges may still apply.
- **Rapid tread wear or wear-out** is not covered under the Fuzion Limited Warranty. See the Limited Mileage Warranty section of this manual.
- **The tire must not be worn to 2/32 inch (1.6mm)** or less of the remaining original tread depth (i.e. worn down to the top of the built-in indicators in the tread grooves) for this Fuzion Brand Limited Warranty to apply.
- **Exclusions apply**—as identified in the section “What This Limited Warranty Does Not Cover.”

PRIMEWELL BRAND LIMITED WARRANTY

Bridgestone offers a Primewell Brand Limited Warranty **ONLY** on Primewell brand tires with a manufacturing date prior to 01/01/2022 (DOT date code 0122). The date of manufacture can be found on the sidewall of the tire, within the Tire Identification Number. See a separate publication titled the “Tire Maintenance and Safety Manual” for information on how to read the Tire Identification Number to determine the date of manufacture.

The Primewell Limited Warranty covers all eligible Primewell brand passenger and light truck tires. A tire covered by the Limited Warranty will be replaced with an equivalent new Primewell brand tire, either free of charge or for a prorated amount, if the tire becomes unusable for any reason within the manufacturer’s control within 4 years from the date of purchase (proof of purchase required) or 5 years from the date of manufacture (without proof of purchase). If a Primewell brand tire is unavailable, any equivalent (or better) Bridgestone, Firestone or associated Bridgestone brand tire may be substituted at Bridgestone’s discretion. The Limited Warranty is subject to the following conditions:

- **There is no free replacement period.**
- **During the coverage period**, the tire will be replaced but there will be a prorated charge. To determine the replacement price, the percent worn, based on used tread

wear, is multiplied by DEALER’S current selling price for the replacement tire(s). The appropriate taxes, mounting, balancing, the cost of valve stems, disposal fees, and other service charges may still apply.

- **Rapid tread wear or wear-out** is not covered under the Primewell Limited Warranty. See the Limited Mileage Warranty section of this manual.
- **The tire must not be worn to 2/32 inch (1.6 mm)** or less remaining original tread depth (i.e. worn down to the top of the built-in indicators in the tread grooves).
- **Exclusions apply**—as identified in the section “What This Limited Warranty Does Not Cover.”
- **ONLY** tires with a manufacturing date prior to 01/01/2022 (DOT date code 0122) will be covered under this Limited Warranty.

LIMITED MILEAGE WARRANTY

(Bridgestone, Firestone, Fuzion and Primewell brands)

If an eligible tire covered by the Limited Mileage Warranty wears evenly across the tread down to the tread wear indicators—2/32 inch (1.6 mm)—during its stated warranted mileage (as evidenced by the vehicle’s odometer) and within the applicable coverage period, the tire will be replaced with an equivalent new Bridgestone, Firestone, or Associated Bridgestone Brands tire at Bridgestone’s discretion for a prorated purchase price under the following conditions:

- **There is no free replacement period.**
- Only the passenger and light truck tires listed in this section are covered by the Limited Mileage Warranty for the mileage shown.
- The tire was used and maintained in accordance with all the terms contained within this manual and/or the accompanying Tire Maintenance and Safety manual available at www.bridgestonetire.com/customer-care/tire-warranties.
- In addition to the requirements of this section, the eligibility requirements in the section “What is an Eligible Tire” must be met for the tire to be eligible under the Limited Mileage Warranty.
- Coverage applies only to the original purchaser, and only as long as the tires remain mounted on the vehicle described in the Customer, Vehicle, and Tire Identification Section of this manual.
- Coverage extends up to 5 years from the date of purchase (4 years for Primewell)—proof of purchase date required. During this period, the tire will be replaced for a prorated amount. Without proof of purchase date, then 6 years from the date of tire manufacture (5 years for Primewell).
- To determine the replacement price, the percent of

warranted mileage, based on used tread wear, is multiplied by DEALER'S current selling price for the replacement tire(s). The appropriate taxes, mounting, balancing, the cost of valve stems, disposal fees, and other service charges may still apply.

- Tires used in commercial service have no mileage warranty.
- **Original equipment tires on new vehicles have no mileage warranty. (See separate warranty, if applicable, in your vehicle's glove box.) Tires sold as exact original equipment replacements may have a mileage warranty. See the Limited Mileage Warranty section of this manual for details.**
- Tires installed on one (1), two (2), or three (3) wheel vehicles have no mileage warranty.
- Exclusions apply—as identified in the section “What This Limited Warranty Does Not Cover.”
- Even tread wear is defined as having no more than 2/32-inch (1.6 mm) difference in remaining tread depth between any two major tread grooves across the tire.
- For tires used on staggered fitments (vehicles with different size tires between the front and rear); the front tires will have the full limited mileage warranty (if available) and the rear tires will have one-half of the stated limited mileage warranty (if available).
- Tires with more than 4/32 inch (3.2 mm) remaining tread depth will not be accepted for Limited Mileage Warranty.

CALCULATING THE PERCENT OF WARRANTED MILEAGE

Tires with 2/32 inch (1.6 mm) remaining tread depth:

A tire worn to 2/32 inch (1.6 mm) will use the following procedure to calculate the percent of warranted mileage:

1. **Calculate Total Miles.** Total Miles = Odometer indicated mileage at time of removal – Odometer indicated Mileage when tires installed.
2. **Calculate Percentage Warranted Miles.** Percentage Warranted Miles = Total Miles/Warranted Miles (from tables in this manual).
3. **Calculate Replacement Price.** Replacement Price = Percentage Warranted Miles x DEALER'S current sell price. NOTE: This represents the price the DEALER will charge to replace the tire (The appropriate taxes, mounting, balancing, the cost of valve stems, disposal fees, and other service charges may still apply).

Example: Odometer indicated mileage at time of removal = 130,000 miles. Odometer indicated mileage when tires installed = 85,000 miles. DEALER sells the tire for \$100. Tires installed are Bridgestone Ecopia 422.

1. Total Miles = 130,000 Miles – 85,000 Miles = 45,000 Miles

2. Percentage Warranted Miles = 45,000 Miles / 65,000 Miles = 0.69 or 69%.
3. Replacement Price = \$100 x 0.69 = \$69.

Tires with 3/32 inch (2.4 mm) remaining tread depth:

A tire worn to 3/32 inch (2.4 mm) will use the following procedure to calculate the percent of warranted mileage:

1. **Calculate Total Miles.** Total Miles = Odometer indicated mileage at time of removal – Odometer indicated mileage when tires installed.
2. **Calculate Miles per 32nd.** Miles per 32nd = Total Miles / (Original Tread Depth – Remaining Tread Depth).
3. **Calculate Projected Mileage.** Projected Mileage = Total Miles + Miles per 32nd.
4. **Calculate Percentage Warranted Miles.** Percentage Warranted Miles = Projected Miles / Warranted Miles (from tables in this manual).
5. **Calculate Replacement Price.** Replacement Price = Percentage Warranted Miles x DEALER'S current sell price. NOTE: This represents the price the DEALER will charge to replace the tire (The appropriate taxes, mounting, balancing, the cost of valve stems, disposal fees, and other service charges may still apply).

Example: Odometer indicated mileage at time of removal = 130,000 miles. Odometer indicated mileage when tires installed = 85,000 miles. DEALER sells tire for \$100. Tires installed are Bridgestone Ecopia 422.

1. Total Miles = 130,000 miles – 85,000 miles = 45,000 miles
2. Miles per 32nd = 45,000 Miles / (10/32-3/32) = 6,429 Miles.
3. Projected Miles = 45,000 Miles + 6,429 Miles = 51,429 Miles.
4. Percentage Warranted Miles = 51,429 Miles / 65,000 Miles = 0.79 or 79%.
5. Replacement Price = \$100 x 0.79 = \$79.

Tires with 4/32 inch (3.2 mm) remaining tread depth:

A tire worn to 4/32 inch (3.2 mm) will use the following procedure to calculate the percent of warranted mileage:

1. **Calculate Total Miles.** Total Miles = Odometer indicated mileage at time of removal – Odometer indicated mileage when tires installed.
2. **Calculate Miles per 32nd.** Miles per 32nd = Total Miles / (Original Tread Depth – Remaining Tread Depth).
3. **Calculate Projected Mileage.** Projected Mileage = Total Miles + (2 x Miles per 32nd).
4. **Calculate Percentage Warranted Miles.** Percentage Warranted Miles = Projected Miles /Warranted Miles (from tables in this manual).

5. **Calculate Replacement Price.** Replacement Price = Percentage Warranted Miles x DEALER'S current sell price. NOTE: This represents the price the DEALER will charge to replace the tire (The appropriate taxes, mounting, balancing, the cost of valve stems, disposal fees, and other service charges may still apply).

Example: Odometer indicated mileage at time of removal = 130,000 miles. Odometer indicated mileage when tires installed = 85,000 miles. DEALER sells tire for \$100. Tires installed are Bridgestone Ecopia 422.

1. Total Miles = 130,000 miles – 85,000 miles = 45,000 miles
2. Miles per 32nd = 45,000 Miles / (10/32-4/32) = 7,500 Miles.
3. Projected Miles = 45,000 Miles + (2 x 7,500 Miles) = 60,000 Miles.
4. Percentage Warranted Miles = 60,000 Miles / 65,000 Miles = 0.92 or 92%.
5. Replacement Price = \$100 x 0.92 = \$92.

COVERED TIRES AND WARRANTED MILEAGE FOR LIMITED MILEAGE WARRANTY:

BRIDGESTONE BRAND

The following tables contain the warranted mileage, if any, for Bridgestone band tires sold as replacement tires. Tires sold as original equipment on new vehicles or their exact original equipment replacements do not have any warranted mileage unless explicitly shown in the flowing tables.

Alenza A/S 02

0 miles (Zero) – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
Alenza A/S 02	9160	225/65R17	H	65,000
Alenza A/S 02	9159	255/65R18	T	65,000
Alenza A/S 02	8922	275/50R22	H	65,000
Alenza A/S 02	7157	275/50R22	T	65,000
Alenza A/S 02	5510	275/60R20	S	65,000
Alenza A/S 02	12268	275/60R20	S	55,000

Alenza A/S 02 RFT

0 miles (Zero) – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
Alenza A/S 02 RFT	12165	235/60R18	H	40,000
Alenza A/S 02 RFT	12166	235/50R20	V	40,000

Alenza A/S Ultra

80,000 miles – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

Alenza Sport A/S

0 miles (Zero) – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
Alenza Sport A/S	8494	235/50R21	V	40,000
Alenza Sport A/S	14875	235/50R21	V	40,000
Alenza Sport A/S	9619	235/55R19	V	40,000
Alenza Sport A/S	12429	235/55R19	V	40,000
Alenza Sport A/S	3618	235/55R20	V	40,000
Alenza Sport A/S	12427	235/60R18	H	40,000
Alenza Sport A/S	14874	235/60R19	V	40,000
Alenza Sport A/S	9618	235/65R17	H	40,000
Alenza Sport A/S	3211	235/65R18	V	40,000
Alenza Sport A/S	15057	255/45R22	W	40,000
Alenza Sport A/S	4433	255/50R20	H	40,000
Alenza Sport A/S	9620	255/50R20	H	40,000
Alenza Sport A/S	15056	255/50R20	V	40,000
Alenza Sport A/S	9022	255/55R19	H	40,000
Alenza Sport A/S	12441	265/45R21	T	40,000
Alenza Sport A/S	4023	285/45R21	H	40,000

Alenza Sport A/S MOE

0 miles (Zero) – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
Alenza Sport A/S MOE	8604	255/50R19	H	40,000
Alenza Sport A/S MOE	8605	275/50R20	H	40,000
Alenza Sport A/S MOE	8606	275/55R19	H	40,000

Alenza Sport A/S RFT

0 miles (Zero) – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
Alenza Sport A/S RFT	4025	265/50R19	H	40,000
Alenza Sport A/S RFT	4027	275/45R20	H	40,000
Alenza Sport A/S RFT	4029	275/50R20	H	0 (Zero)
Alenza Sport A/S RFT	4031	285/45R21	H	40,000

Alenza Sport A/S SP

0 miles (Zero) – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
Alenza Sport A/S SP	15424	255/45R20	V	40,000
Alenza Sport A/S SP	13860	235/55R19	V	40,000
Alenza Sport A/S SP	13861	255/45R20	V	50,000

DriveGuard (T, H, and V Speed Rating)

60,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

DriveGuard (W Speed Rating)

50,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

DriveGuard Plus

65,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

Dueler A/T Revo 2

50,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
Dueler A/T Revo 2	Multiple	All LT and Flotation	Multiple	0 (Zero)
Dueler A/T Revo 2	81405	P245/75R16	T	50,000

Dueler A/T Revo 3

60,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
Dueler A/T Revo 3	Multiple	All LT and Flotation	Multiple	50,000
Dueler A/T Revo 3	12259	P265/65R18	T	60,000
Dueler A/T Revo 3	50	P265/65R18	T	60,000

Dueler A/T RH-S

0 miles (Zero) – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
Dueler A/T RH-S	3349	245/75R17	T	40,000
Dueler A/T RH-S	7159	255/65R17	T	40,000

Dueler A/T RH-S	865	255/70R18	T	40,000
Dueler A/T RH-S	9901	255/70R18	T	40,000
Dueler A/T RH-S	9899	255/75R17	T	40,000
Dueler A/T RH-S	5493	275/60R20	S	40,000
Dueler A/T RH-S	12449	LT275/70R18	R	40,000
Dueler A/T RH-S	12451	LT275/65R20	R	40,000
Dueler A/T RH-S	2993	P265/70R17	S	40,000

Dueler H/L 400

0 miles (Zero) – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
Dueler H/L 400	9161	265/50R20	T	50,000
Dueler H/L 400	632	P225/55R18	H	40,000
Dueler H/L 400	118312	P265/45R21	V	40,000

Dueler H/L Alenza

65,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
Dueler H/L Alenza	133986	275/55R20	H	65,000
Dueler H/L Alenza	98490	255/55R18	W	40,000
Dueler H/L Alenza	98745	275/40R20	W	40,000
Dueler H/L Alenza	12113	275/55R20	H	40,000
Dueler H/L Alenza	863	275/55R20	T	40,000
Dueler H/L Alenza	862	275/55R20	T	40,000
Dueler H/L Alenza	96212	305/40R22	W	40,000
Dueler H/L Alenza	7156	P255/55R20	H	65,000
Dueler H/L Alenza	127390	P255/55R20	H	65,000
Dueler H/L Alenza	238	P275/55R20	S	65,000
Dueler H/L Alenza	58574	P275/55R20	H	65,000
Dueler H/L Alenza	53967	P275/55R20	S	65,000
Dueler H/L Alenza	42798	P275/60R20	H	65,000
Dueler H/L Alenza	53984	P285/45R22	H	65,000
Dueler H/L Alenza	23716	P285/45R22	H	65,000
Dueler H/L Alenza	238	P275/55R20	S	65,000
Dueler H/L Alenza	3491	255/65R18	T	0 (Zero)
Dueler H/L Alenza	3012	P275/65R20	H	0 (Zero)

Dueler H/L Alenza Plus

80,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
Dueler H/L Alenza Plus	4083	P235/50R19	H	80,000
Dueler H/L Alenza Plus	438	P245/70R17	T	80,000
Dueler H/L Alenza Plus	459	255/50R19	W	55,000

Dueler H/L Alenza Plus	3859	255/55R18	W	55,000
Dueler H/L Alenza Plus	5402	275/45R21	W	55,000

Dueler H/L 422 Ecopia

65,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
Dueler H/L 422 Ecopia	6509	245/55R19	T	70,000
Dueler H/L 422 Ecopia	23529	P245/55R19	T	0 (Zero)
Dueler H/L 422 Ecopia	579	P245/60R18	T	0 (Zero)
Dueler H/L 422 Ecopia	6508	P245/60R18	T	50,000

Dueler H/P 92A

0 miles (Zero) – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
Dueler H/P 92A	126812	P265/50R20	V	40,000
Dueler H/P 92A	127356	P265/60R18	V	40,000

Dueler H/P Sport AS

40,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
Dueler H/P Sport AS	12421	225/60R18	H	40,000
Dueler H/P Sport AS	235	225/60R18	H	40,000
Dueler H/P Sport AS	234	225/65R17	H	40,000
Dueler H/P Sport AS	142367	225/65R17	T	40,000
Dueler H/P Sport AS	4440	235/55R20	H	40,000
Dueler H/P Sport AS	749	235/55R20	H	40,000
Dueler H/P Sport AS	13456	235/60R18	W	0 (Zero)
Dueler H/P Sport AS	4747	245/50R19	H	40,000
Dueler H/P Sport AS	200	245/60R18	H	40,000
Dueler H/P Sport AS	3500	245/60R18	H	0 (Zero)
Dueler H/P Sport AS	1461	245/60R18	V	40,000

Dueler H/P Sport AS RFT

0 miles (Zero) – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
Dueler H/P Sport AS RFT	4743	225/60R18	H	40,000
Dueler H/P Sport AS RFT	4748	245/50R19	H	40,000

Dueler H/T (D684II)

60,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
Dueler H/T (D684II)	106216	P215/70R16	S	60,000

Dueler H/T (D684II)	58438	P235/60R18	H	60,000
Dueler H/T (D684II)	106267	P235/65R16	S	60,000
Dueler H/T (D684II)	60954	P235/65R16	S	60,000
Dueler H/T (D684II)	2959	P255/70R17	S	50,000
Dueler H/T (D684II)	4639	P255/70R17	S	0 (Zero)
Dueler H/T (D684II)	55106	P255/70R18	T	60,000
Dueler H/T (D684II)	4945	P255/70R18	T	50,000
Dueler H/T (D684II)	30456	P265/65R17	S	60,000
Dueler H/T (D684II)	149779	P275/60R20	H	60,000
Dueler H/T (D684II)	43614	P265/65R18	S	60,000
Dueler H/T (D684II)	126591	P275/65R18	T	60,000
Dueler H/T (D684II)	55089	P275/65R18	T	60,000

Dueler H/T 685

50,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
Dueler H/T 685	3348	245/75R17	T	50,000
Dueler H/T 685	7160	255/65R17	T	50,000
Dueler H/T 685	11786	255/70R16	T	50,000
Dueler H/T 685	3492	255/70R18	T	50,000
Dueler H/T 685	3217	265/50R22	H	50,000
Dueler H/T 685	7167	265/60R18	T	50,000
Dueler H/T 685	7168	255/70R16	T	0 (Zero)
Dueler H/T 685	3216	265/60R20	H	50,000
Dueler H/T 685	3215	265/70R18	T	50,000
Dueler H/T 685	3794	275/65R18	T	50,000
Dueler H/T 685	12701	275/65R18	T	50,000
Dueler H/T 685	3485	P255/70R17	S	0 (Zero)

Dueler H/T 689

0 miles (Zero) – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
Dueler H/T 689	32020	265/70R16	S	60,000
Dueler H/T 689	57826	P215/65R16	H	60,000
Dueler H/T 689	92827	P245/65R17	S	60,000
Dueler H/T 689	621	P245/70R16	S	60,000
Dueler H/T 689	76546	P245/70R16	S	60,000
Dueler H/T 689	76554	P255/65R16	S	60,000
Dueler H/T 689	77690	P255/70R16	S	60,000
Dueler H/T 689	92061	P255/70R16	S	60,000

Dueler H/T 840

0 miles (Zero) – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
Dueler H/T 840	72599	P265/60R18	H	50,000

Ecopia EP422

65,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
Ecopia EP422	24957	P185/65R15	H	50,000
Ecopia EP422	3346	215/55R17	H	0 (Zero)
Ecopia EP422	214	215/55R17	H	0 (Zero)
Ecopia EP422	215	235/45R18	V	0 (Zero)
Ecopia EP422	3347	235/45R18	V	0 (Zero)
Ecopia EP422	24583	P185/60R15	T	0 (Zero)
Ecopia EP422	24974	P195/55R16	V	0 (Zero)
Ecopia EP422	4285	P205/55R16	H	0 (Zero)
Ecopia EP422	8678	P205/55R16	H	0 (Zero)
Ecopia EP422	21625	P205/55R16	H	0 (Zero)
Ecopia EP422	1490	P225/65R17	T	0 (Zero)

Ecopia EP422 Plus

70,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
Ecopia EP422 Plus	1667	195/65R15	H	50,000
Ecopia EP422 Plus	3193	195/65R15	H	50,000
Ecopia EP422 Plus	7237	205/55R17	H	70,000
Ecopia EP422 Plus	7223	205/60R16	H	70,000
Ecopia EP422 Plus	219	215/55R17	V	70,000
Ecopia EP422 Plus	1863	P205/60R16	H	70,000
Ecopia EP422 Plus	7224	225/45R18	H	0 (Zero)

Ecopia H/L 422 Plus

70,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
Ecopia H/L 422 Plus	11878	215/65R17	H	40,000
Ecopia H/L 422 Plus	7236	215/65R17	H	70,000
Ecopia H/L 422 Plus	4492	225/55R19	H	50,000
Ecopia H/L 422 Plus	7151	225/55R19	H	50,000
Ecopia H/L 422 Plus	12482	225/55R19	V	70,000
Ecopia H/L 422 Plus	9534	225/60R17	H	0 (Zero)
Ecopia H/L 422 Plus	3259	225/65R17	H	0 (Zero)
Ecopia H/L 422 Plus	985	225/65R17	H	50,000
Ecopia H/L 422 Plus	1208	235/55R18	H	70,000

Ecopia H/L 422 Plus	7235	235/55R18	H	70,000
Ecopia H/L 422 Plus	11879	235/55R18	H	70,000
Ecopia H/L 422 Plus	227	235/55R20	V	70,000
Ecopia H/L 422 Plus	888	235/65R17	H	70,000
Ecopia H/L 422 Plus	889	235/60R18	H	50,000
Ecopia H/L 422 Plus	4620	235/65R18	V	70,000
Ecopia H/L 422 Plus	13621	255/45R20	W	50,000
Ecopia H/L 422 Plus	864	265/50R20	T	70,000
Ecopia H/L 422 Plus	9139	P225/55R18	H	50,000
Ecopia H/L 422 Plus	13620	P255/45R20	W	50,000
Ecopia H/L 422 Plus	8789	P255/50R20	V	40,000

Ecopia H/L 422 Plus SP

0 miles (Zero) – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
Ecopia H/L 422 Plus SP	11819	225/45R19	W	50,000

Ecopia H/L 422 Plus RFT

0 miles (Zero) – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
Ecopia H/L 422 Plus RFT	8814	P235/55RF19	V	50,000
Ecopia H/L 422 Plus RFT	7216	P235/55RF19	V	50,000
Ecopia H/L 422 Plus SP RFT	7219	P255/45RF20	V	50,000
Ecopia H/L 422 Plus RFT	8815	P255/45RF20	V	50,000

Potenza RE92

0 miles (Zero) – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
Potenza RE92	119474	P165/65R13	S	40,000
Potenza RE92	87939	P165/65R14	S	40,000
Potenza RE92	77257	P175/65R14	S	40,000
Potenza RE92	85022	P175/65R14	S	40,000
Potenza RE92	119261	P185/60R14	H	40,000
Potenza RE92	77274	P185/60R15	T	40,000
Potenza RE92	119318	P185/65R14	S	40,000
Potenza RE92	17706	P195/60R15	H	40,000
Potenza RE92	72419	P195/60R15	H	40,000
Potenza RE92	74764	P205/60R15	H	40,000
Potenza RE92	57010	P205/60R15	H	40,000
Potenza RE92	96849	P205/65R15	T	40,000
Potenza RE92	108278	P225/60R16	H	40,000
Potenza RE92	100595	P225/60R16	H	40,000

Potenza RE97AS (V and H Speed Rated)

55,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
Potenza RE97AS	3195	225/40R18	H	55,000
Potenza RE97AS	13856	225/50R18	H	55,000
Potenza RE97AS	24889	235/45R18	H	40,000
Potenza RE97AS	894	235/45R18	V	55,000
Potenza RE97AS	3995	235/50R18	W	0 (Zero)
Potenza RE97AS	168	245/40R20	H	0 (Zero)
Potenza RE97AS	3829	P245/40R20	V	0 (Zero)
Potenza RE97AS	143608	P245/40R20	V	0 (Zero)
Potenza RE97AS	4640	P245/40R20	V	55,000
Potenza RE97AS	5839	P245/40R20	V	40,000
Potenza RE97AS	8999	P255/35R20	V	0 (Zero)
Potenza RE97AS	425	245/40R20	V	40,000

Potenza RE97AS (W Speed Rated)

45,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
Potenza RE97AS	11323	225/45R18	W	45,000
Potenza RE97AS	3995	235/50R18	W	0 (Zero)

Potenza RE97AS SP

0 miles (Zero) – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
Potenza RE97AS SP	9990	P255/35R20	V	40,000

Potenza RE97AS RFT

0 miles (Zero) – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
Potenza RE97AS RFT	8833	P225/50RF18	V	40,000

Potenza RE97AS RFT SP

0 miles (Zero) – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
Potenza RE97AS RFT SP	11882	P225/50RF18	V	40,000

Potenza RE97AS - 02

0 miles (Zero) – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
Potenza RE97AS – 02	8863	225/45R18	V	40,000

Potenza RE970AS Pole Position

40,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
Potenza RE970AS Pole Position	105001	225/40R18	W	40,000
Potenza RE970AS Pole Position	123463	225/40R19	W	40,000
Potenza RE970AS Pole Position	105086	235/45R17	W	40,000
Potenza RE970AS Pole Position	105069	245/45R17	W	40,000
Potenza RE970AS Pole Position	123701	255/35R18	W	40,000
Potenza RE970AS Pole Position	123718	255/35R19	W	40,000
Potenza RE970AS Pole Position	123429	255/40R19	W	40,000
Potenza RE970AS Pole Position	123599	275/35R20	W	40,000
Potenza RE970AS Pole Position	104508	295/30R19	W	40,000

Potenza RE980AS

50,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

Potenza RE980AS+

50,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

Potenza Sport AS

50,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

Turanza EL400

80,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
TURANZA EL400	43291	195/65R15	H	50,000
TURANZA EL400	43342	215/55R16	H	50,000
TURANZA EL400	43240	P195/60R15	H	50,000
TURANZA EL400	43359	P205/60R16	H	50,000

TURANZA EL400	43223	P205/65R15	H	50,000
TURANZA EL400	124347	P225/55R18	H	50,000
TURANZA EL400	68434	P225/60R18	H	50,000
TURANZA EL400	42832	175/70R13	T	0 (Zero)
TURANZA EL400	42849	185/70R14	T	0 (Zero)
TURANZA EL400	43376	205/55R16	H	0 (Zero)
TURANZA EL400	42917	P175/65R14	T	0 (Zero)
TURANZA EL400	42934	P185/65R14	T	0 (Zero)

Turanza EL400 RFT

0 miles (Zero) – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
TURANZA EL400 RFT	125231	P225/60RF17	T	40,000

Turanza EL400 - 02

0 miles (Zero) – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
TURANZA EL400-02	132677	225/40R18	W	40,000
TURANZA EL400-02	24804	235/40R19	V	40,000
TURANZA EL400-02	1453	255/35R18	W	40,000

Turanza EL400 – 02 RFT

0 miles (Zero) – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
TURANZA EL400-02 RFT	4434	235/55RF18	T	40,000

Turanza EL42

0 miles (Zero) – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
TURANZA EL42	7906	P245/45R19	V	40,000

Turanza EL440

0 miles (Zero) – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
TURANZA EL440	11423	215/45R18	V	50,000
TURANZA EL440	11757	215/55R18	H	50,000
TURANZA EL440	13815	215/55R18	H	50,000
TURANZA EL440	11756	215/65R16	H	50,000
TURANZA EL440	221	235/40R19	V	50,000
TURANZA EL440	220	235/45R18	V	50,000
TURANZA EL440	4590	235/50R18	V	50,000
TURANZA EL440	2359	235/55R19	H	50,000
TURANZA EL440	216	235/60R18	H	50,000

TURANZA EL440	2358	235/60R18	H	50,000
TURANZA EL440	4244	255/40R19	W	50,000

Turanza EL450

0 miles (Zero) – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
TURANZA EL450	12817	235/40R19	V	50,000
TURANZA EL450	13277	235/55R19	V	50,000
TURANZA EL450	12818	265/35R19	V	50,000

Turanza EL450 RFT

50,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
TURANZA EL450 RFT	11372	225/50RF18	V	50,000
TURANZA EL450 RFT	4699	245/45R19	V	50,000
TURANZA EL450 RFT	6375	225/50R17	V	0 (Zero)
TURANZA EL450 RFT	6373	225/50R18	V	0 (Zero)
TURANZA EL450 RFT	15871	225/50RF18	V	50,000

Turanza EV

50,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

Turanza LS100

0 miles (Zero) – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
TURANZA LS100	11881	205/55R17	H	50,000
TURANZA LS100	11873	215/50R18	H	50,000
TURANZA LS100	11875	215/55R17	H	50,000
TURANZA LS100	11874	225/50R18	H	50,000
TURANZA LS100	11876	225/55R17	H	50,000
TURANZA LS100	4437	235/40R19	V	50,000
TURANZA LS100	3214	P235/60R18	V	50,000

Turanza LS100 A

0 miles (Zero) – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
TURANZA LS100 A	12267	225/45R18	H	50,000
TURANZA LS100 A	7227	225/45R18	H	50,000

Turanza LS100 MO

0 miles (Zero) – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
TURANZA LS100 MO	13349	225/45R18	H	50,000

Turanza LS100 ARF

0 miles (Zero) – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
TURANZA LS100 ARF	7228	225/45R18	H	50,000

Turanza QuietTrack

80,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

Turanza Serenity Plus (H Speed Rated)

80,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

Turanza Serenity Plus (V Speed Rated)

75,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

Turanza Serenity Plus (W Speed Rated)

50,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

WeatherPeak

70,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

FIRESTONE BRAND

The following tables contain the warranted mileage, if any, for Firestone band tires sold as replacement tires. Tires sold as original equipment on new vehicles or their exact original equipment replacements do not have any warranted mileage unless explicitly shown in the flowing tables.

Affinity Touring S4

0 miles (Zero) – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
Affinity Touring S4	43580	P215/55R16	S	50,000
Affinity Touring S4	61923	P195/65R15	S	50,000

Affinity Touring S4 FF

0 miles (Zero) – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
Affinity Touring S4 FF	125197	P195/65R15	H	50,000
Affinity Touring S4 FF	13873	205/65R16	H	50,000
Affinity Touring S4 FF	240	P195/65R15	H	50,000
Affinity Touring S4 FF	131657	P205/65R16	S	50,000

Affinity Touring T4

0 miles (Zero) – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
Affinity Touring T4	43716	P215/60R17	T	50,000

All Season

65,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
All Season	3036	215/70R16	S	55,000
All Season	3042	225/70R16	T	55,000
All Season	3024	P235/70R16	T	55,000
All Season	13343	225/65R17	H	55,000
All Season	3019	225/65R17	T	55,000
All Season	3034	235/65R17	T	55,000
All Season	13751	235/65R18	H	55,000
All Season	3068	235/65R18	T	55,000
All Season	3072	P255/65R18	S	55,000
All Season	3040	235/60R18	H	55,000
All Season	13342	245/60R18	H	55,000
All Season	3066	245/60R18	T	55,000
All Season	3058	265/60R18	T	55,000
All Season	3076	225/55R18	H	55,000
All Season	3030	235/55R18	H	55,000

All Season	3084	P255/60R19	S	55,000
All Season	3050	235/55R19	H	55,000
All Season	3080	245/55R19	S	55,000
All Season	3092	P255/55R20	H	55,000
All Season	3082	P245/50R20	H	55,000

Champion Fuel Fighter

70,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

Destination A/T

50,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
Destination A/T	Multiple	All LT and Flotation	Multiple	0 (Zero)
Destination A/T	112192	P235/75R16	S	50,000
Destination A/T	17885	P245/65R17	T	50,000
Destination A/T	13983	P245/65R17	T	0 (Zero)
Destination A/T	3345	P245/65R17	T	50,000

Destination A/T2

55,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
Destination A/T2	12112	275/65R18	T	0 (Zero)

Destination LE

60,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
Destination LE	Multiple	All LT and Flotation	Multiple	0 (Zero)
Destination LE	112379	P235/60R17	H	60,000
Destination LE	65068	P235/65R16	S	60,000
Destination LE	108248	P245/60R18	S	60,000
Destination LE	90177	P265/65R18	S	60,000
Destination LE	90279	P265/65R18	S	60,000

Destination LE2

60,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
Destination LE2	3351	225/60R17	T	60,000
Destination LE2	24991	225/60R17	T	0 (Zero)
Destination LE2	6578	225/65R17	H	60,000

Destination LE2	3352	225/65R17	T	60,000
Destination LE2	25008	225/65R17	T	60,000
Destination LE2	97759	P235/70R16	T	60,000
Destination LE2	11785	245/60R18	H	60,000
Destination LE2	2360	245/60R18	H	60,000
Destination LE2	6511	P245/75R16	S	0 (Zero)
Destination LE2	97725	P215/70R16	H	60,000
Destination LE2	223	P245/75R16	S	50,000
Destination LE2	6513	P265/65R17	S	60,000
Destination LE2	224	P265/65R17	S	0 (Zero)
Destination LE2	98133	P275/60R17	T	60,000
Destination LE2	6777	225/60R17	T	40,000

Destination LE3

70,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
Destination LE3	Multiple	All LT and Flotation	Multiple	0 (Zero)

Destination X/T

50,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

Firehawk A/S

50,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

Firehawk A/S V2

50,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

Firehawk GT H

50,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
Firehawk GT H	1548	185/55R15	H	50,000
Firehawk GT H	986	225/45R17	H	0 (Zero)
Firehawk GT H	4651	P235/50R18	H	0 (Zero)
Firehawk GT H	149932	P235/50R18	H	0 (Zero)
Firehawk GT H PRST	149524	P265/60R17	H	0 (Zero)

Firehawk GT V

50,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
Firehawk GT V	134054	245/45R20	V	50,000
Firehawk GT V PRST	77342	P225/60R18	V	0 (Zero)
Firehawk GT V PRST	23189	P265/60R17	V	0 (Zero)

Firehawk Wide Oval AS (Speed Rating H/V)

50,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

Firehawk Wide Oval AS (Speed Rating W)

40,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

FR710

65,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
FR710	1278	P185/60R15	H	40,000
FR710	3192	P185/65R15	H	40,000
FR710	66105	P215/55R17	S	65,000
FR710	112345	P215/60R16	S	65,000
FR710	84856	P225/60R17	H	65,000
FR710	134037	P225/60R18	T	65,000
FR710	79042	P235/60R17	T	65,000
FR710	6505	P235/60R17	T	65,000

FT140

0 miles (Zero) – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
FT140	6515	195/65R15	S	50,000
FT140	6518	205/55R16	H	50,000
FT140	7221	205/60R16	H	40,000
FT140	9622	205/60R16	H	40,000
FT140	7222	205/55R17	V	40,000
FT140	265	215/50R17	H	50,000
FT140	21285	215/55R16	H	50,000
FT140	7148	P205/55R16	H	50,000
FT140	3196	P205/65R16	H	50,000
FT140	980	205/50R17	V	0 (Zero)

FT140	15150	205/50R17	V	0 (Zero)
FT140	15149	205/55R16	V	0 (Zero)
FT140	3208	205/65R16	H	0 (Zero)
FT140	3213	P235/65R17	T	0 (Zero)

Transforce HT

0 miles (Zero) – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
Transforce HT	250109	LT275/70R18	S	40,000

WeatherGrip

65,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

FUZION BRAND

The following tables contain the warranted mileage, if any, for
Fuzion band tires sold as replacement tires.

Fuzion A/T

45,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

Fuzion All-Terrain

50,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

Fuzion Highway

50,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

Fuzion Max Traction

0 miles (Zero) – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

Fuzion Sport

50,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

Fuzion SUV

50,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

Fuzion Touring

60,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
Fuzion Touring For tires manufactured prior to 2022 as indicated by the date code	Multiple	Multiple	Multiple	55,000
Fuzion Touring	1470	165/65R13	T	0 (Zero)
Fuzion Touring	1471	165/70R13	T	0 (Zero)
Fuzion Touring	1472	175/70R13	T	0 (Zero)
Fuzion Touring	1473	185/70R13	T	0 (Zero)
Fuzion Touring	5291	155/65R13	T	0 (Zero)
Fuzion Touring	5292	155/65R14	T	0 (Zero)
Fuzion Touring	5293	155/70R13	T	0 (Zero)
Fuzion Touring	5294	165/60R14	H	0 (Zero)
Fuzion Touring	5295	165/70R14	T	0 (Zero)
Fuzion Touring	5296	165/65R14	T	0 (Zero)
Fuzion Touring	8943	185/60R14	H	40,000

Fuzion Touring A/S

55,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

Fuzion Trailer

0 miles (Zero) – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

Fuzion UHP Sport AS

40,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

PRIMEWELL BRAND

The following tables contain the warranted mileage, if any, for Primewell band tires sold as replacement tires.

ONLY Primewell tires with a manufacturing date prior to 01/01/2022 (DOT date code 0122) will be covered under this Limited Mileage Warranty.

Valera Touring II

50,000 Miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

PS830, PS850, and PS860

40,000 Miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

PS890 Touring

50,000 Miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

Valera A/T and Valera H/T

50,000 Miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

Valera Sport AS

40,000 Miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

REPLACEMENT WARRANTY FOR ALL BRANDS

If you receive a Bridgestone, Firestone, or associated Bridgestone brand replacement tire under this Limited Warranty, it will be covered by the manufacturer's warranty or warranties, if any, given on that tire at that time.

WHERE TO GO

Tire adjustments under this Limited Warranty will only be made at an authorized Bridgestone, Firestone, or associated Bridgestone brand DEALER. Consult a phone directory (often listed in the Yellow Pages under "Tire Dealers") or the internet at www.bridgestonetire.com for the location nearest you. Some DEALER locations (wholesale clubs, on-line purchases, and the like) may not service your warranty unless you hold a current membership and/or have purchased your tires at their location. Check with your DEALER to see if they have specific warranty processing requirements.

Some Bridgestone or Firestone brand tires are sold exclusively through select DEALERS. Other DEALER locations may not service your warranty for these exclusive tires. Check with your DEALER to see if they have specific warranty processing requirements for your specific Bridgestone or Firestone brand tire.

CONSUMER RIGHTS

This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

TIRE REGISTRATION

Bridgestone encourages you to ensure your tires are registered to receive direct notification in the event of a safety related recall. If you have received a tire registration postcard with your tire purchase, please send in the completed postcard or visit www.bridgestonetire.com to register your tires.

CONDITIONS and EXCLUSIONS

To the extent permitted by law, Bridgestone Americas Tire Operations, LLC (Bridgestone) disclaims all other warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose and any liability for incidental and consequential damages, loss of time, loss of vehicle use, or inconvenience. 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.

This Limited Warranty applies only to consumers who purchase and primarily use the tire in the continental United States, Alaska and/or Hawaii. Purchasing or using tires within any other locations would be subject to the limited warranty, if any, offered in those specific locations.

Obligations under this policy may not be enlarged or altered

by anyone.

In accordance with Federal Law, this Limited Warranty has been designated as a "Limited Warranty." Nothing in this Limited Warranty is intended to be a representation that tire failures cannot occur. This Limited Warranty is given by Bridgestone, 200 4th Avenue South, Nashville, TN 37201.

OWNER'S OBLIGATIONS

In order to keep this Limited Warranty valid, we require you to have your tires regularly inspected and rotated per the recommendations outlined in the sections of the accompanying tire maintenance and safety manual entitled "Tire Damage, Inspection and Service Life" and "Radial Tire Rotation" and to furnish proof of same in order to receive an adjustment. Such proof should show the date, mileage, and servicing location. A sales receipt containing this information will suffice. In addition, a "Maintenance Record" is included in this manual.

Tires must be operated at the proper tire inflation pressures as specified by the vehicle manufacturer and within tire/vehicle load capacity and speed limitations. It is also your obligation to maintain proper wheel alignment and tire/wheel assembly balance.

To request an adjustment, you must present the tire to an authorized Bridgestone, Firestone, or associated Bridgestone brand DEALER. Complete and sign the customer section of the Bridgestone Limited Warranty adjustment form and pay appropriate replacement price, taxes, disposal fee, and service charges, if any. Some DEALER locations (wholesale clubs, on-line purchases, and the like) may not service your warranty unless you hold a current membership and/or have purchased your tires at their location. Check with your DEALER to see if they have specific warranty processing requirements.

Tires submitted to Bridgestone under the Limited Warranty become property of Bridgestone and may not be returned. Tires may undergo both non-destructive and destructive inspection methods. Bridgestone will be responsible for disposal of submitted tires in our possession.

ARBITRATION

For purposes of this arbitration section: (a) the terms "we," "us" and "our" refer to Bridgestone Americas Tire Operations, LLC, its parents, subsidiaries, affiliates, predecessors, successors, assigns, employees, officers, agents and directors; and (b) a "Claim" is any pre-existing, present, or future claim, dispute, or controversy between you and us arising out of or in connection with this Limited Warranty, or any other warranties, express or implied, including a failure of warranty and the validity of this arbitration clause, but excluding claims for personal injury or damage to property other than the warranted tire(s). You and we acknowledge that either you or we can choose to have any Claim resolved

by binding arbitration. **If either you or we choose arbitration with respect to any Claim, neither you nor we will have, and each of us waives, the right to litigate that claim in court or to have a jury trial on that claim,** or to engage in pre-arbitration discovery, except as provided for in the arbitration rules of the American Arbitration Association (“AAA”). In addition, you will not have the right to participate as a representative or member of any class of claimants related to any claim subject to arbitration. An arbitration can only decide our or your Claim and may not consolidate or join the claims of other persons who may have similar claims. **There shall be no authority for any Claims to be arbitrated on a class action basis.** The arbitrator’s decision will be final and binding.

Any arbitration will be conducted in accordance with the AAA’s rules applicable to consumer disputes. For additional information go to: <http://www.adr.org/>. Any arbitration hearing that you attend will take place in the federal judicial district where you reside. At your request, we will advance the first \$250 of the filing and hearing fees for any Claim you may file against us; the arbitrator will decide whether we or you will ultimately pay those fees. This arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. The arbitrator shall apply applicable substantive law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. Judgment upon the award may be entered in any court of law of competent jurisdiction.

If this arbitration section (or any part of it) is determined invalid or illegal under any applicable statute or rule of law, it will be deemed omitted without affecting any other provisions of this Agreement, which shall remain in full force and effect.

Customer, Vehicle, and Tire Identification

Customer Name

Address

City, State, Zip

Invoice #

Date of Purchase

Year of Vehicle	Make of Vehicle	Model of Vehicle	Beginning Mileage
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Tire Brand

- ☐ 
- ☐ 
- ☐ 
- ☐ 

Product Information

Tire Size: Speed Rating:

Tire Type: Mileage Warranty:

Serial Numbers

- 1
- 2
- 3
- 4
- 5
- 6

Mileage Warranty Certificate

The dealer must stamp to be valid

VEHICLE MANUFACTURER’S
RECOMMENDED INFLATION PRESSURE





Front _____ PSI

Rear _____ PSI

J

F

M

A

M

J

J

A

S

O

N

D

MAINTENANCE RECORD

Mileage	Date	Dealer	Inspection	Rotation	Balance	Alignment



Effective Date 01/01/2024

BANDAG LIFETIME LIMITED NATIONAL WARRANTY (UNITED STATES)

1. **LIFETIME LIMITED WARRANTY.** Every tire retreaded pursuant to a National Fleet Customer Agreement (or other form of agreement with Bridgestone Americas Tire Operations, LLC (“BATO”)) using the BANDAG process by a franchised dealer of Bridgestone Bandag, LLC (“Bandag”) (a “BANDAG Retread”) is warranted by Bandag against failure due to defects in workmanship and materials for the life of the tread subject to certain exceptions set forth in Section 2 below. For purposes of this warranty, the “life of the tread” refers to the period commencing on the Commencement Date (as defined below) and ending on the date that the tread has 4/32nds or less usable tread depth remaining.

The lifetime limited warranty applies only to certain tread manufactured after April 30, 2017. The lifetime limited warranty will credit the applicable adjustment percentage set forth in Section 5 below for up to eight years. For warranty claims presented after eight years, the lifetime limited warranty will cover no more than 10% of the original price of the tread.

2. **EXCLUSIONS TO THE LIFETIME LIMITED WARRANTY.** The lifetime limited warranty period does not apply to (i) failure due to defects in workmanship and materials for InterTransit Rib™ Radial, InterTransit Rib™ Bias, and any other application specific intermodal retread design (collectively, “Intermodal Retreads”) and (ii) failure due to casing defects. The warranty period for these items is two years.
3. **WARRANTY COMMENCEMENT AND ADJUSTMENT DATE** The warranty periods for the warranties set forth in Sections 1 and 2 above begin on the later of: (i) the date the BANDAG Retread is manufactured, as indicated by the date portion of the DOT code, or (ii) the date of purchase, if Proof of Purchase is provided (the “Commencement Date”). “Proof of Purchase” means the customer’s original copy of the retread invoice or, in a Trade Vehicle Situation (as defined in Section 6 below), the vehicle bill of sale. The “Warranty Adjustment Date” is the date on which the customer makes a warranty claim.
4. **WARRANTY CREDIT CALCULATION.** In the event of a tire failure covered by this warranty, a credit (“Warranty Credit”) will be issued toward the then current price of a BANDAG Retread comparable in both tread design and tread depth. The Warranty Credit will be the product of the Warranty Credit Base (as defined below) multiplied by the applicable adjustment percentage (the “Adjustment Percentage”) determined in Section 5 below. For purposes of this warranty, “Warranty Credit Base” shall mean the following: (i) if the customer provides a Proof of Purchase that separately itemizes the cost of the BANDAG Retread, the Warranty Credit Base will be the purchase price of the BANDAG Retread shown on the Proof of Purchase; or (ii) in all other cases, the Warranty Credit Base will be the customer’s current buying price for the BANDAG Retread and/or repairs at the Warranty Adjustment Date.
5. **ADJUSTMENT PERCENTAGE**
 1. BANDAG Retreads (excluding Intermodal Retreads) failing due to defects in workmanship or materials, other than casings defects:
 1. If the tread has not separated from the casing:

Remaining Tread (percentages are of usable tread depth)	Percent Due
100% to 75%	100%
74% down to 5/32nds of usable tread	Percentage of usable tread depth remaining
4/32nds and below	0%

2. If the tread has separated from the casing:

Period From Retread Manufacturing Date or (if Proof of Purchase is provided) Date of Purchase to Warranty Adjustment Date	Percent Due
1st through 16th weeks	100%
17th through 32nd weeks	75%
33rd through 48th weeks	50%
49th through 64th weeks	25%
more than 64 weeks	0%

2. BANDAG Retreads (excluding Intermodal Retreads) failing due to casing defects:

1. If the tread has not separated from the casing:

Remaining Tread (percentages are of usable tread depth)	Percent Due
100% to 75%	100%
74% down to 50% of usable tread	Percentage of usable tread depth remaining
49% and below	0%

2. If the tread has separated from the casing:

Period From Retread Manufacturing Date or (if Proof of Purchase is provided) Date of Purchase to Warranty Adjustment Date	Percent Due
1st through 12th weeks	100%
13th through 24th weeks	80%
more than 24 weeks	0%

3. Intermodal Retreads failing due to defects in workmanship or materials:

Period From Retread Manufacturing Date or (if Proof of Purchase is provided) Date of Purchase to Warranty Adjustment Date	Percent Due
1 year or less	100%
Over 1 year and up to 2 years	50%
Over 2 years	0%

6. **TRADE VEHICLES.** In a situation where BANDAG Retreads are sold as part of a vehicle sale (a “Trade Vehicle Situation”), credit will be given for the retread only according to the warranty guidelines specified in the Warranty Credit Calculation section. If in the same situation, the customer provides Proof of Purchase that does not separately itemize the cost of the tires, the credit otherwise available under this warranty will be increased by the applicable* casing allowance shown below:

Tire Size	Casing Allowance For 1st Time Retread	2nd or More Retread
8.25R20, 9.00R20, 9R22.5 & 10R22.5	\$25.00 (US)	\$15.00 (US)
10.00R20	\$45.00 (US)	\$20.00 (US)
11.00R20 & 10.00R22	\$55.00 (US)	\$25.00 (US)
295/75R22.5 & 11R22.5	\$60.00 (US)	\$30.00 (US)
285/75R24.5 & 11R24.5	\$65.00 (US)	\$35.00 (US)

7. *Casing allowances as provided in the above table are not subject to proration. Casing allowances are subject to change by Bandag without notice.
8. **ADDITIONAL WARRANTY EXCLUSIONS.** The warranties set forth in Sections 1 and 2 above do not cover:
1. Failure of BANDAG Retreads used in other than normal operating conditions; or
 2. Tire damage, failure or disablement due to the following causes:
 1. Road hazard (e.g., cuts, snags, bruises, punctures, impact breaks);
 2. Improper inflation, overloading, abuse, neglect, collision, fire, wheel misalignment, incorrect or improper mounting;
 3. Vehicle damage;
 4. Curbing, flat spots caused by skidding or panic stops, vandalism, or chemical corrosion; or
 5. Repairs or installation by a non-Bandag dealer; or

3. Continuum® tread products.
9. **EXCLUSIVE REMEDY.** Credit for any non-conforming BANDAG Retread in accordance with the provisions of this warranty is the customer's exclusive remedy for and constitutes satisfaction of any and all liabilities of BATO, its parents, subsidiaries and affiliates, and its authorized dealers, with respect to claims for any non-conformance of or defect whatsoever in such BANDAG Retread, whether based in warranty, contract, tort, negligence, strict liability or otherwise. Service or labor charges (e.g., for dismounting, mounting, or balancing) and all applicable taxes are the responsibility of the customer.
10. **DISCLAIMER. THE EXPRESS WARRANTY SET FORTH IN THIS BANDAG NATIONAL WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS, AND TERMS AS TO QUALITY OR FITNESS** OF THE BANDAG RETREADS, WHETHER WRITTEN, ORAL OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OR CONDITIONS OF **MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE**, AND ALL SUCH OTHER WARRANTIES, CONDITIONS AND TERMS ARE HEREBY DISCLAIMED AND EXCLUDED. NO DEALER, BATO OR BANDAG SUBCONTRACTOR, NOR ANY OTHER REPRESENTATIVE HAS ANY AUTHORITY TO MAKE ANY WARRANTY OR REPRESENTATION TO A CUSTOMER ON BEHALF OF BATO OR BANDAG WITH RESPECT TO BANDAG RETREADS OR ANY OTHER PRODUCT OR SERVICE PROVIDED TO A CUSTOMER.

Clayton County Community Development

121 South McDonough St.
Phone:770-473-5421

BUSINESS LICENSE CERTIFICATE

Permits & License Division

Business Name: SOUTHERN TIRE MART, LLC
DBA: SOUTHERN TIRE MART, LLC

Business Location: 6200 FRONTAGE RD
FOREST PARK, GA 30297

Owner: SOUTHERN TIRE MART, LLC

License Number: BL-44694-2018-159572

Issued Date: 3/11/2025

Expiration Date: 12/31/2025

Business Type(s): 423130 Tire and Tube Merchant
Wholesalers

Mailing Address: 800 HIGHWAY 98
COLUMBIA , MS 39429

License Type: Business License

Classification: In Jurisdiction

Fees Paid: \$7,721.14

TO BE POSTED IN A CONSPICUOUS PLACE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/25/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 1076 Highland Colony Pkwy, Suite 300 Ridgeland MS 39157	CONTACT NAME: Cheryl Ann Bates PHONE (A/C, No, Ext): 601-420-1905 E-MAIL ADDRESS: cheryl_bates@ajg.com	FAX (A/C, No): 601-420-1890
License#: BR-1791411 SOUTTIR-05		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Hartford Fire Insurance Company		19682
INSURER B : Hartford Accident and Indemnity Company		22357
INSURER C : Arch Insurance Company		11150
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 174900067**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:	Y	Y	43CSES86201	10/1/2025	10/1/2026	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ 50,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	43CSES86202	10/1/2025	10/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y	Y	UXP103365806	10/1/2025	10/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	43WNS86200	10/1/2025	10/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 5,000,000 E.L. DISEASE - EA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000
A	Garagekeepers			43CSES86202	10/1/2025	10/1/2026	500,000 Ded \$500,000 Comp Ded \$500,000 Coll

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The policy provisions include a 30-day notice of cancellation and non-renewal, except 10 days for non-payment of premium. General Liability and Auto Liability are Primary and Non-Contributory. An Additional Insured Endorsement applies to the General Liability and Auto Liability Policies when required by written agreement. A Waiver of Subrogation is included in favor of the Certificate Holder when required by written agreement as respects to General Liability, Auto Liability and Workers Compensation Coverage. Umbrella is Follow Form.

CERTIFICATE HOLDER**CANCELLATION**

Dekalb County School District
1701 Mountain Industrial Boulevard
Stone Mountain GA 30083

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (2) The "bodily injury" or "property damage" occurs during the policy period; and
 - (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
- e. **Incidental Medical Malpractice And Good Samaritan Coverage**
- "Bodily injury" arising out of the rendering of or failure to render the following health care services by any "employee" or "volunteer worker" shall be deemed to be caused by an "occurrence" for:

(1) Professional health care services such as:

- (a)** Medical, surgical, dental, laboratory, x-ray or nursing services or treatment, advice or instruction, or the related furnishing of food or beverages;
- (b)** Any health or therapeutic service, treatment, advice or instruction; or
- (c)** The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or

(2) First aid services, which include:

- (a)** Cardiopulmonary resuscitation, whether performed manually or with a defibrillator; or
- (b)** Services performed as a Good Samaritan.

For the purpose of determining the limits of insurance, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

However, this Incidental Medical Malpractice And Good Samaritan Coverage provision applies only if you are not engaged in the business or occupation of providing any of the services described in this provision.

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1)** That the insured would have in the absence of the contract or agreement; or
- (2)** Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1)** Causing or contributing to the intoxication of any person;
- (2)** The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3)** Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a)** The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b)** Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph **(1)**, **(2)** or **(3)** above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1)** An "employee" of the insured arising out of and in the course of:

- (a) Employment by the insured; or
- (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for

the handling, storage, disposal, processing or treatment of waste;

- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working

directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a)** Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b)** Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1)** A watercraft while ashore on premises you own or rent;
- (2)** A watercraft you do not own that is:
 - (a)** Less than 51 feet long; and
 - (b)** Not being used to carry persons for a charge;
- (3)** Parking an "auto" on, or on the ways next

to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

- (4)** Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5)** "Bodily injury" or "property damage" arising out of:
 - (a)** The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
 - (b)** The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or
- (6)** An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1)** The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2)** The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1)** War, including undeclared or civil war;
- (2)** Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3)** Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" arising from the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses,

public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Employment-Related Practices

"Bodily injury" to:

- (1) A person arising out of any "employment-related practices"; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

r. Asbestos

- (1) "Bodily injury" or "property damage" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
 - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
 - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or

assess the effects of an "asbestos hazard"; or

- (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

s. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning Or Explosion

Exclusions c. through h. and j. through n. do not apply to damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our

discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" arising out of an offense committed by, at the direction or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to

use another's "advertising idea" in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services.

i. Infringement Of Intellectual Property Rights

- (1) "Personal and advertising injury" arising out of any actual or alleged infringement or violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, trade dress, service mark or other designation of origin or authenticity; or

- (2) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

- (1) Infringement, in your "advertisement", of:
 - (a) Copyright;
 - (b) Slogan; or
 - (c) Title of any literary or artistic work; or
- (2) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a., b. and c. of the definition of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Internet Advertisements And Content Of Others

"Personal and advertising injury" arising out of:

- (1) An "advertisement" for others on your web site;
- (2) Placing a link to a web site of others on your web site;
- (3) Content, including information, sounds, text, graphics, or images from a web site of others displayed within a frame or border on your web site; or
- (4) Computer code, software or programming used to enable:
 - (a) Your web site; or
 - (b) The presentation or functionality of an "advertisement" or other content on your web site.

q. Right Of Privacy Created By Statute

"Personal and advertising injury" arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act.

r. Violation Of Anti-Trust law

"Personal and advertising injury" arising out of a violation of any anti-trust law.

s. Securities

"Personal and advertising injury" arising out of the fluctuation in price or value of any stocks, bonds or other securities.

t. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

u. Employment-Related Practices

"Personal and advertising injury" to:

- (1) A person arising out of any "employment-related practices"; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

v. Asbestos

- (1) "Personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
 - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
 - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
 - (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

w. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health

information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

COVERAGE C MEDICAL PAYMENTS**1. Insuring Agreement**

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:

- (1) The accident takes place in the "coverage territory" and during the policy period;
- (2) The expenses are incurred and reported to us within three years of the date of the accident; and
- (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of

any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed to the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a

party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

- (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited

liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (1)(b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services:

- (a) Subparagraphs (1)(a), (1)(b) and (1)(c) above do not apply to any "employee" or "volunteer worker" providing first aid services; and
- (b) Subparagraph (1)(d) above does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by,
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only

with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

e. Unnamed Subsidiary

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which such insured is also a named insured under another policy or would be a named insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally

undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person(s) or organization(s) from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
- (2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. Lessors Of Land Or Premises

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

- 1. Any "occurrence" which takes place after you cease to lease that land; or
- 2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In connection with your premises; or
- (2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- 1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- 2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

e. Permits Issued By State Or Political Subdivisions

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

Any other person or organization who is not an additional insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations;
- (2) In connection with your premises owned by or rented to you; or
- (3) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (a) The written contract or agreement requires you to provide such coverage to such additional insured; and
 - (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others

by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

The limits of insurance that apply to additional insureds is described in Section **III** – Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section **IV** – Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a.** Insureds;
- b.** Claims made or "suits" brought; or
- c.** Persons or organizations making claims or bringing "suits".

2. General Aggregate Limit

The General Aggregate Limit is the most we will pay for the sum of:

- a.** Medical expenses under Coverage **C**;
- b.** Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c.** Damages under Coverage **B**.

3. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Personal And Advertising Injury Limit

Subject to **2.** above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Each Occurrence Limit

Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a.** Damages under Coverage **A**; and

b. Medical expenses under Coverage C

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Damage To Premises Rented To You Limit

Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

7. Medical Expense Limit

Subject to **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

8. How Limits Apply To Additional Insureds

If you have agreed in a written contract or written agreement that another person or organization be

added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- a.** The limits of insurance specified in the written contract or written agreement; or
- b.** The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**a. Notice Of Occurrence Or Offense**

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1)** How, when and where the "occurrence" or offense took place;
- (2)** The names and addresses of any injured persons and witnesses; and
- (3)** The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1)** Immediately record the specifics of the claim or "suit" and the date received; and
- (2)** Notify us as soon as practicable.

You or any additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1)** Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2)** Authorize us to obtain records and other information;
- (3)** Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4)** Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insureds Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written

contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or the additional insured is a partnership;
- (3) Any manager, if you or the additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or the additional insured is a corporation;
- (5) Any trustee, if you or the additional insured is a trust; or
- (6) Any elected or appointed official, if you or the additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a.** To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b.** To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability;

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion j. of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability;

(6) When You Are Added As An Additional Insured To Other Insurance

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also

primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a.** We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b.** Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c.** The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1)** The statements in the Declarations are accurate and complete;
- (2)** Those statements are based upon representations you made to us; and
- (3)** We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a.** As if each Named Insured were the only Named Insured; and
- b.** Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to

impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1)** Radio;
- (2)** Television;
- (3)** Billboard;
- (4)** Magazine;
- (5)** Newspaper; or
- b.** Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

- a.** The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
- b.** An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means:

- a.** A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b.** Any other land vehicle that is subject to a compulsory or financial responsibility law or

other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a.** Injury;
- b.** Sickness; or
- c.** Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

- a.** The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b.** International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above; or
- c.** All other parts of the world if the injury or damage arises out of:
 - (1)** Goods or products made or sold by you in the territory described in **a.** above;
 - (2)** The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or
 - (3)** "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory or in a settlement we agree to.

7. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

8. "Employment-Related Practices" means:

- a.** Refusal to employ that person;
- b.** Termination of that person's employment; or
- c.** Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person.

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work", or your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage to Premises Rented To You Limit described in Section III – Limits of Insurance;
- b. A sidetrack agreement;
- c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

- (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

- (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained

primarily to provide mobility to permanently attached equipment of the following types:

- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral, written or electronic publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written or electronic publication, in any manner, of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".

18. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-

completed operations are subject to the General Aggregate Limit.

20. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

As used in this definition, computerized or electronically stored data, programs or software are not tangible property. Electronic data means information, facts or programs:

- a. Stored as or on;
- b. Created or used on; or
- c. Transmitted to or from;

computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who

- a. Is not your "employee";
- b. Donates his or her work;
- c. Acts at the direction of and within the scope of duties determined by you; and
- d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
- (2) The providing of or failure to provide warnings or instructions.

SOUTHERN TIRE MART, LLC
CONSOLIDATED FINANCIAL STATEMENTS
AND SUPPLEMENTARY INFORMATION

Years Ended June 30, 2022 and 2021

SOUTHERN TIRE MART, LLC

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INDEPENDENT AUDITOR'S REPORT

To the Members of
Southern Tire Mart, LLC
Columbia, Mississippi

Opinion

We have audited the consolidated financial statements of Southern Tire Mart, LLC (a Mississippi limited liability company) and its subsidiaries, which comprise the consolidated balance sheets as of June 30, 2022 and 2021, and the related consolidated statements of income, members' equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of Southern Tire Mart, LLC and its subsidiaries as of June 30, 2022 and 2021, and the results of their operations and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Southern Tire Mart, LLC, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.



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To the Members of
Southern Tire Mart, LLC
Columbia, Mississippi

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Southern Tire Mart, LLC's ability to continue as a going concern for one year after the date that the consolidated financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Southern Tire Mart, LLC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Southern Tire Mart, LLC's ability to continue as a going concern for a reasonable period of time.

To the Members of
Southern Tire Mart, LLC
Columbia, Mississippi

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The supplementary consolidating information is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.


Hattiesburg, Mississippi
October 20, 2022

EXHIBIT A

SOUTHERN TIRE MART, LLC

**CONSOLIDATED BALANCE SHEETS
JUNE 30, 2022 AND 2021**

ASSETS

	June 30,	
	2022	2021
CURRENT ASSETS		
Cash and cash equivalents	\$ 18,853,903	\$ 26,111,458
Accounts receivable	194,319,719	136,601,168
Accounts receivable - affiliates	1,577,097	3,416,653
Inventories	472,870,792	259,387,391
Prepaid expenses and other	2,316,371	2,080,762
Due from affiliate	5,742,343	39,829,912
Total current assets	<u>695,680,225</u>	<u>467,427,344</u>
PROPERTY AND EQUIPMENT		
Property and equipment	352,769,543	309,489,256
Less: accumulated depreciation	<u>(145,940,360)</u>	<u>(117,736,878)</u>
Property and equipment, net	<u>206,829,183</u>	<u>191,752,378</u>
OTHER ASSETS		
Goodwill, net of accumulated amortization of \$9,657,750 in 2022 and \$8,217,500 in 2021	6,023,650	5,863,900
Deposits	<u>2,843,586</u>	<u>2,632,465</u>
Total other assets	<u>8,867,236</u>	<u>8,496,365</u>
Total assets	<u><u>\$ 911,376,644</u></u>	<u><u>\$ 667,676,087</u></u>

The accompanying notes are an integral part of these consolidated financial statements.

EXHIBIT A

SOUTHERN TIRE MART, LLC

**CONSOLIDATED BALANCE SHEETS
JUNE 30, 2022 AND 2021**

LIABILITIES AND MEMBERS' EQUITY

	June 30,	
	2022	2021
<i>CURRENT LIABILITIES</i>		
Current maturities of long-term debt	\$ 5,896,538	\$ 5,689,599
Accounts payable	494,529,324	345,110,872
Accounts payable - affiliates	4,670,930	1,588,277
Accrued liabilities	21,171,712	22,235,592
Due to affiliate	-	1,993,738
Total current liabilities	<u>526,268,504</u>	<u>376,618,078</u>
<i>LONG-TERM DEBT</i>		
Long term debt	49,573,843	55,677,320
Line of credit	53,735,787	53,772,777
Total long-term liabilities	<u>103,309,630</u>	<u>109,450,097</u>
<i>Total liabilities</i>	<u>629,578,134</u>	<u>486,068,175</u>
<i>MEMBERS' EQUITY</i>		
Equity attributable to Southern Tire Mart, LLC	276,336,204	179,239,165
Noncontrolling interest in Southern Tire Mart at Pilot, LLC	5,462,306	2,368,747
Total members' equity	<u>281,798,510</u>	<u>181,607,912</u>
<i>Total liabilities and members' equity</i>	<u>\$ 911,376,644</u>	<u>\$ 667,676,087</u>

The accompanying notes are an integral part of these consolidated financial statements.

EXHIBIT B

SOUTHERN TIRE MART, LLC

CONSOLIDATED STATEMENTS OF INCOME
YEARS ENDED JUNE 30, 2022 AND 2021

	June 30,	
	2022	2021
SALES - NET	\$ 2,139,349,954	\$ 1,581,087,415
COST OF SALES - NET	1,451,888,713	1,077,179,622
GROSS PROFIT	687,461,241	503,907,793
OPERATING EXPENSES	583,947,893	447,131,610
NET INCOME FROM OPERATIONS	103,513,348	56,776,183
OTHER INCOME (EXPENSE)		
Gain on sale of property and equipment	3,794,775	2,852,363
Interest income	9,132	90,727
Other income	861,745	844,761
PPP income	-	1,816,747
Amortization expense	(1,440,250)	(1,422,000)
Bad debt expense	(2,006,065)	(1,686,784)
Interest expense	(3,232,087)	(2,814,301)
Total other income (expense)	(2,012,750)	(318,487)
NET INCOME INCLUDING NONCONTROLLING INTEREST	101,500,598	56,457,696
NET LOSS ATTRIBUTABLE TO NONCONTROLLING INTEREST	(236,441)	(961,253)
NET INCOME ATTRIBUTABLE TO SOUTHERN TIRE MART, LLC	<u>\$ 101,737,039</u>	<u>\$ 57,418,949</u>

The accompanying notes are an integral part of these consolidated financial statements.

EXHIBIT C

SOUTHERN TIRE MART, LLC

**CONSOLIDATED STATEMENTS OF MEMBERS' EQUITY
YEARS ENDED JUNE 30, 2022 AND 2021**

	<u>Members'</u> <u>Equity</u>	<u>Noncontrolling</u> <u>Interest</u>	<u>Total</u>
<i>BALANCE - JUNE 30, 2020</i>	\$ 154,458,591	\$ -	\$ 154,458,591
<i>ADD (DEDUCT):</i>			
Contributions	-	3,330,000	3,330,000
Distributions	(32,638,375)	-	(32,638,375)
Net income (loss) for year per accompanying statement	<u>57,418,949</u>	<u>(961,253)</u>	<u>56,457,696</u>
<i>BALANCE - JUNE 30, 2021</i>	179,239,165	2,368,747	181,607,912
<i>ADD (DEDUCT):</i>			
Contributions	2,000,000	3,330,000	5,330,000
Distributions	(6,640,000)	-	(6,640,000)
Net income (loss) for year per accompanying statement	<u>101,737,039</u>	<u>(236,441)</u>	<u>101,500,598</u>
<i>BALANCE - JUNE 30, 2022</i>	<u>\$ 276,336,204</u>	<u>\$ 5,462,306</u>	<u>\$ 281,798,510</u>

The accompanying notes are an integral part of these consolidated financial statements.

EXHIBIT D

SOUTHERN TIRE MART, LLC

**CONSOLIDATED STATEMENTS OF CASH FLOWS
YEARS ENDED JUNE 30, 2022 AND 2021**

	June 30,	
	2022	2021
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net income	\$ 101,500,598	\$ 56,457,696
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	40,197,536	36,531,512
Gain on sale of property and equipment	(3,794,775)	(2,852,363)
(Increase) decrease in:		
Accounts receivable	(57,718,551)	(34,225,262)
Accounts receivable - affiliates	1,839,556	(3,298,365)
Inventories	(213,483,401)	(67,845,643)
Prepaid expenses and other	(235,609)	(191,257)
Due from affiliate	34,087,569	(4,883,622)
Increase (decrease) in:		
Accounts payable	149,418,452	93,671,486
Accounts payable - affiliates	3,082,653	1,538,167
Accrued liabilities	(1,063,880)	10,197,222
Due to affiliate	(1,993,738)	1,993,738
Deferred revenue	-	(1,816,747)
Net cash provided by operating activities	<u>51,836,410</u>	<u>85,276,562</u>
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchases of property and equipment	(57,713,783)	(58,383,151)
Proceeds from sale of property and equipment	9,744,020	25,904,917
Goodwill from purchase of property and equipment	(1,600,000)	-
Change in deposits	(211,121)	490,730
Net cash used by investing activities	<u>(49,780,884)</u>	<u>(31,987,504)</u>
CASH FLOWS FROM FINANCING ACTIVITIES:		
Borrowings on line of credit	21,845,141	31,718,382
Payments on line of credit	(23,951,684)	(29,321,917)
Principal reduction on long-term debt	(5,896,538)	(14,551,683)
Capital contributions	5,330,000	3,330,000
Capital distributions	(6,640,000)	(32,638,375)
Net cash used by financing activities	<u>(9,313,081)</u>	<u>(41,463,593)</u>

The accompanying notes are an integral part of these consolidated financial statements.

EXHIBIT D
PAGE TWO

SOUTHERN TIRE MART, LLC

CONSOLIDATED STATEMENTS OF CASH FLOWS
YEARS ENDED JUNE 30, 2022 AND 2021

	June 30,	
	2022	2021
<i>NET INCREASE (DECREASE) IN CASH</i>	\$ (7,257,555)	\$ 11,825,465
<i>CASH AND CASH EQUIVALENTS, BEGINNING</i>	26,111,458	14,285,993
<i>CASH AND CASH EQUIVALENTS, ENDING</i>	<u>\$ 18,853,903</u>	<u>\$ 26,111,458</u>
<i>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:</i>		
Interest paid	<u>\$ 3,232,087</u>	<u>\$ 2,814,301</u>
<i>SUPPLEMENTAL DISCLOSURE OF NONCASH INVESTING AND FINANCING ACTIVITIES:</i>		
Acquisition of property and equipment under installment note obligations	<u>\$ 2,069,553</u>	<u>\$ 53,039,464</u>

The accompanying notes are an integral part of these consolidated financial statements.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

SOUTHERN TIRE MART, LLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS YEARS ENDED JUNE 30, 2022 AND 2021

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The summary of significant accounting policies of Southern Tire Mart, LLC and its subsidiaries (the Company) is presented to assist in understanding the Company's consolidated financial statements. The consolidated financial statements and notes are representations of the Company's management who is responsible for their integrity and objectivity. These policies conform to accounting principles generally accepted in the United States of America and have been consistently applied in the preparation of the consolidated financial statements.

Business Activities - The Company is a Mississippi Limited Liability Company formed in March 2003 and shall continue until December 2053. The members' liability is limited to no more than their capital accounts. The Company is engaged in the retread and sales of commercial tires, sales of new tires for passenger and commercial vehicles, and minor vehicle maintenance. The Company operates various stores and retread plants in the states of Alabama, Arizona, Arkansas, California, Florida, Georgia, Louisiana, Mississippi, Nevada, New Mexico, Oklahoma, South Carolina, Tennessee, Texas, and Utah.

Principles of Consolidation - The consolidated financial statements include the accounts of Southern Tire Mart, LLC and its wholly owned subsidiary, Southern Tire Aviation, LLC. In addition, these consolidated financial statements include the accounts of Southern Tire Mart at Pilot, LLC for which the Company has a majority ownership interest. Amounts pertaining to the financial position and operating results of the noncontrolling interest in Southern Tire Mart at Pilot, LLC are reported as noncontrolling interest in the consolidated financial statements. All significant intercompany accounts and transactions have been eliminated in consolidation.

Basis of Accounting - The Company prepares its consolidated financial statements on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America. Revenues are recognized in the accounting period in which they are earned, and expenses are recognized in the accounting period in which they are incurred.

Use of Estimates - The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Revenue Recognition - The company follows the recommendation of the Financial Accounting Standards Board (FASB) Accounting Standard Codification (ASC) Topic 606: *Revenue from Contracts with Customers*. The ASC is a comprehensive revenue recognition model that requires a company to recognize revenue from the transfer of goods or services to customers in an amount that reflects the consideration that the entity expects to receive in exchange for those good or services.

SOUTHERN TIRE MART, LLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

PAGE TWO

YEARS ENDED JUNE 30, 2022 AND 2021

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

Performance Obligation - The Company is primarily engaged in the retread and sales of commercial tires, sales of new tires for passenger and commercial vehicles, and minor vehicle maintenance. The Company recognizes revenue when control of the promised goods or services is transferred to customers at an amount that reflects the consideration to which the entity expects to be entitled to in exchange for those goods and services. Shipping and handling costs are recorded in cost of products sold. Allowance programs such as volume rebates and cash discounts are recorded at the time of sale as a reduction to revenue based on anticipated accrual rates for the year. Customer payments are typically due within 30 days of billings, with some payments having 60-day terms.

Variable Consideration - The nature of the Company's tire product sales give rise to variable consideration, including returns and discounts that generally decrease the transaction price which reduces revenue. These variable amounts are generally credited to the customer. Variable consideration is estimated at the most likely amount that is expected to be earned.

Cash and Cash Equivalents - Cash and cash equivalents consist of cash on hand, checking accounts, and money market accounts. For purposes of the statements of cash flows, the Company considers all short-term investments with an original maturity date of three months or less to be cash equivalents.

Accounts Receivable - Accounts receivable represent sales to customers on credit. The Company considers accounts receivable to be fully collectible; accordingly, no allowance for doubtful accounts is required. Accounting principles generally accepted in the United States of America require that the allowance method be used to reflect bad debt expense. However, the effect of the use of the direct write-off method is not materially different from the results that would have been obtained had the allowance method been followed. If the amounts become uncollectible, they will be charged to operations when management makes that determination. Receivables older than 60 days are considered past due. The Company does not accrue finance or interest charges on past due receivables.

Inventories - Inventories consist primarily of tires and tire products purchased from vendors for resale and retread tires. Tires purchased from vendors and retread tires are stated at the lower of cost or net realizable value using the average cost method.

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SOUTHERN TIRE MART, LLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

PAGE THREE

YEARS ENDED JUNE 30, 2022 AND 2021

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

Property and Equipment - Property and equipment is stated at cost. Depreciation is computed over the estimated useful lives of the respective assets on the straight-line method at rates based on the following useful lives:

Buildings and improvements	3 - 39 years
Office equipment	3 - 7 years
Shop equipment	3 - 7 years
Vehicles	3 - 15 years

Expenditures for acquisition, renewals or betterments are capitalized, whereas maintenance and repair costs are expensed as incurred. When properties are retired or otherwise disposed of, the appropriate accounts are relieved of costs and accumulated depreciation and any resultant gain or loss is credited or charged to income.

Advertising - The Company expenses advertising costs as incurred. The Company incurred advertising costs of \$3,789,915 and \$2,741,543 for the years ended June 30, 2022 and 2021, respectively.

Income Taxes - The Company has elected to be taxed as an S-corporation. Under the Subchapter S provisions, the Company does not pay corporate income taxes on its taxable income. Instead, taxable income and credits are allocated to the members of the Company for inclusion in their personal income tax returns.

Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 740, *Accounting for Uncertainty in Income Taxes*, clarifies the accounting and recognition for income tax positions taken or expected to be taken in the Company's income tax returns. The Company's income tax returns are subject to examination by taxing authorities for three years after they were filed. The Company believes their estimates are appropriate based on current facts and circumstances and that no uncertain tax positions were taken.

Compensated Absences - Employees of the Company are entitled to paid vacation, paid sick days, and personal days off, depending on length of service and other factors. It is impractical to estimate the amount of compensation for future absences, and accordingly, no liability has been recorded in the accompanying consolidated financial statements. The Company's policy is to recognize the costs of compensated absences when actually paid to employees.

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SOUTHERN TIRE MART, LLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

PAGE FOUR

YEARS ENDED June 30, 2022 and 2021

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

Sales Tax - For purposes of the income statement, the Company's policy is to recognize revenue net of sales taxes. The Company incurred sales taxes for the years ended June 30, 2022 and 2021 of \$54,140,120 and \$38,520,428, respectively.

Shipping and Handling - The Company's shipping and handling costs incurred are recorded in the cost of sales.

Goodwill - In accordance with Accounting Standards Update (ASU) 2014-02, Intangibles-Goodwill and Other and in conjunction with FASB ASC 350, *Goodwill and Other Intangible Assets*, goodwill is amortized on a straight-line method over ten years unless a shorter useful life can be demonstrated. It is tested annually for impairment.

Reclassification - Certain reclassifications were made to the 2021 consolidated financial statements in order to conform to the 2022 presentation. These reclassifications had no effect on previously reported net income.

Recent Accounting Pronouncements - In February 2016, the FASB issued ASU 2016-02, Leases (Topic 842), which when effective will require organizations to recognize assets and liabilities on the balance sheet for the rights and obligations created by the leases. A lessee will be required to recognize assets and liabilities for leases with terms that exceed twelve months. The standard will also require disclosures to help financial statement users better understand the amount, timing and uncertainty of cash flows arising from leases. The disclosures include qualitative and quantitative requirements, providing additional information about the amounts recorded in the financial statements. The guidance is effective for the year ending June 30, 2022, and early adoption is permitted. The Company is evaluating the effect the guidance will have on the consolidated financial statements.

Issued in March 2020, *Reference Rate Reform (Topic 848): Facilitation of the Effects of Reference Rate Reform on Financial Reporting*, provides optional expedients and exceptions for accounting related to contracts, hedging relationships and other transactions affected by reference rate reform if certain criteria are met. ASU 2020-04 applies only to contracts, hedging relationships and other transactions that reference LIBOR or another reference rate expected to be discontinued because of reference rate reform and do not apply to contract modifications made and hedging relationships entered into or evaluated after December 31, 2022, except for hedging relationships existing as of December 31, 2022, that an entity has elected certain optional expedients for and that are retained through the end of the hedging relationship. ASU 2020-04 was effective upon issuance and generally can be applied through December 31, 2022. The Company is still evaluating the impact of ASU 2020-04 to the consolidated financial statements.

SOUTHERN TIRE MART, LLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

PAGE FIVE

YEARS ENDED JUNE 30, 2022 AND 2021

NOTE 2 - CONCENTRATIONS OF CREDIT RISK

Financial instruments, which potentially subject the Company to concentration of credit risk, consist primarily of cash and cash equivalents, accounts receivable, and inventory.

By policy, the Company places its cash and cash equivalents with high quality financial institutions. For the years ended June 30, 2022 and 2021, the Company had \$42,879,609 and \$46,006,326, respectively, in uninsured cash balances in excess of Federal Deposit Insurance Corporation (FDIC) limits. In addition, the Company had a money market account with a balance of \$21,490 and \$18,184 at June 30, 2022 and 2021, respectively, none of which is insured by the FDIC or guaranteed by the U.S. Government. The Company has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk to cash.

The Company does not require collateral on its outstanding receivables, but personal guarantees are required on some accounts. The Company has not had significant credit losses historically.

The Company purchases inventory from five major suppliers, which accounts for a substantial amount of the annual inventory purchases. One of the suppliers, under an exclusive franchise agreement, furnishes the Company with all of its retread materials and supplies. The other four suppliers sell new tires to the Company.

NOTE 3 - ACCOUNTS RECEIVABLE

Receivables from contracts with customers are included in the accounts receivable balances on the Consolidated Balance Sheets and are as follows:

	June 30,	
	2022	2021
Beginning of year	\$ 136,601,168	\$ 102,375,906
End of year	\$ 194,319,719	\$ 136,601,168

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SOUTHERN TIRE MART, LLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

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YEARS ENDED JUNE 30, 2022 AND 2021

NOTE 4 - INVENTORIES

The major classes of inventories are as follows:

	June 30,	
	2022	2021
Raw material	\$ 25,156,314	\$ 14,056,062
Finished stock	26,273,174	23,807,086
New tires	421,441,304	221,524,243
Total	\$ 472,870,792	\$ 259,387,391

NOTE 5 - PROPERTY AND EQUIPMENT

Property and equipment are as follows:

	June 30,	
	2022	2021
Land	\$ 966,680	\$ 966,680
Buildings and improvements	34,876,251	33,857,339
Office equipment	8,494,176	6,819,754
Shop equipment	71,992,445	63,736,986
Vehicles	205,082,065	191,201,951
Construction in progress	31,357,926	12,906,546
Total	352,769,543	309,489,256
Less: accumulated depreciation	(145,940,360)	(117,736,878)
Property and equipment, net	\$ 206,829,183	\$ 191,752,378

Depreciation expense for the years ended June 30, 2022 and 2021 was \$38,757,286 and \$35,109,512, respectively.

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SOUTHERN TIRE MART, LLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

PAGE SEVEN

YEARS ENDED JUNE 30, 2022 AND 2021

NOTE 6 - GOODWILL

The Company has adopted FASB ASC 350, *Goodwill and Other Intangible Assets*, in its treatment of goodwill resulting from the purchase of several entities with a cost in excess of the underlying fair value of tangible operating assets at the dates of acquisition. Under ASC Topic 350, and through the issuance of ASU 2014-02, goodwill is amortized on a straight-line method over ten years unless a shorter useful life can be demonstrated, and is evaluated annually to detect and, if necessary, record any impairment loss related to its carrying amount.

Amortization expense associated with goodwill for the years ended June 30, 2022 and 2021 was \$1,440,250 and \$1,422,000, respectively. Management evaluated the Company's goodwill as of June 30, 2022 and 2021 and determined no impairment existed as of those dates.

NOTE 7 - LINE OF CREDIT

The Company has a line of credit that provides borrowings up to a maximum of \$70,000,000. The outstanding balance as of June 30, 2022 and 2021 was \$51,688,423 and \$53,772,777, respectively. The line of credit was restructured during the fiscal year, and the interest rate is now 30-day SOFR plus 200 basis points (3.53% at June 30, 2022). The June 30, 2021 interest rate of this line of credit before restructuring was LIBOR plus 225 basis points (2.34% at June 30, 2021). The line of credit is secured by personal property and has a maturity date of July 2025.

The company has a second line of credit that provides borrowings up to a maximum of \$3,000,380. The line of credit was acquired during the current fiscal year for the purpose of buying fifty Ford F-350 trucks. The outstanding balance as of June 30, 2022 was \$2,047,364. Once the total amount of principal has been advanced, the Company is not entitled to any further loan advances. This line of credit is to be paid back in equal payments of \$66,802 monthly ending January 2026, and has an interest rate of 3.25%.

Financial covenants of the line of credit agreement require the Company to maintain profitability, net tangible worth, a leverage coverage ratio, and a debt service coverage ratio, as defined. At June 30, 2022 and 2021, the Company was in compliance with these covenants.

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SOUTHERN TIRE MART, LLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

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YEARS ENDED JUNE 30, 2022 AND 2021

NOTE 8 - LONG-TERM DEBT

Long-term debt is reported in the consolidated financial statements at the principal payments outstanding.

Long-term debt is as follows:

<u>Description and Interest Rates</u>	<u>June 30,</u>	
	<u>2022</u>	<u>2021</u>
Notes payable to financial institutions in monthly installments ranging from \$54,167 to \$206,939 with a fixed rate of interest ranging from 2.59% to 3.53%, maturities ranging from March 2025 through June 2026, and secured by personal property. With balloon payments totaling \$32,990,625.	\$ 53,479,078	\$ 59,165,949
Note payable to financial institutions in monthly installments of \$17,472 plus interest with variable rate of 2.25 plus LIBOR (3.31% at June 30, 2022), maturing on December 2026, and secured by real property.	1,991,303	2,200,970
	55,470,381	61,366,919
Less: Current maturities	5,896,538	5,689,599
Long-term debt, net of current maturities	\$ 49,573,843	\$ 55,677,320

Interest cost incurred and expensed for the years ended June 30, 2022 and 2021 was \$3,237,087 and \$2,814,301, respectively.

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SOUTHERN TIRE MART, LLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

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YEARS ENDED JUNE 30, 2022 AND 2021

NOTE 8 - LONG-TERM DEBT (Cont.)

Aggregate maturities of long-term debt based on the original or amended, if applicable, terms of the Company's long-term debt agreements are as follows:

<u>Year Ending June 30,</u>	<u>Amount</u>
2023	\$ 5,896,538
2024	5,896,538
2025	5,610,821
2026	36,913,849
2027	1,152,635
Thereafter	-
Total	\$ 55,470,381

NOTE 9 - RELATED PARTY TRANSACTIONS

During the years ended June 30, 2022 and 2021, the Company had transactions with entities related through common ownership. Following is a summary of transactions with these entities for the years ended:

	<u>June 30,</u>	
	<u>2022</u>	<u>2021</u>
Accounts receivable - affiliates	\$ 1,577,097	\$ 3,416,653
Due from affiliate	\$ 5,742,343	\$ 39,829,912
Accounts payable - affiliates	\$ 4,670,930	\$ 1,588,277
Due to affiliate	\$ -	\$ 1,993,738

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SOUTHERN TIRE MART, LLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

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YEARS ENDED JUNE 30, 2022 AND 2021

NOTE 9 - RELATED PARTY TRANSACTIONS (Cont.)

	June 30,	
	2022	2021
Purchases of property and equipment from affiliates	<u>\$ 10,164,188</u>	<u>\$ 17,897,451</u>
Construction services provided by affiliate	<u>\$ 32,074,393</u>	<u>\$ 9,844,136</u>
Sales to affiliates	<u>\$ 3,231,866</u>	<u>\$ 6,973,141</u>
Real estate leased from affiliates and related party	<u>\$ 28,109,683</u>	<u>\$ 23,785,477</u>
Services provided by affiliates	<u>\$ 25,696,518</u>	<u>\$ 7,915,728</u>

The nature of these relationships includes rental agreements for real estate by the Company, repairs and maintenance services performed on the Company's revenue equipment, various other operating and non-operating expenses.

The Company leases real property from affiliates (lessors) under common control. The historical cost of real property under operating leases with affiliates at June 30, 2022 and 2021 was \$325,477,438 and \$290,417,498, respectively, and total lease payments totaled \$24,051,050 and \$21,620,110, respectively. The Company has not guaranteed any long-term debt in connection with the mortgaged properties that it occupies and leases; however, the lessor has assigned the leases as part of the collateral agreements it has with financial institutions. At June 30, 2022 and 2021, the lessor has approximately \$202,677,141 and \$126,778,748, respectively, in long-term debt associated with the mortgaged properties that the Company occupies and leases. The long-term debt with financial institutions related to the mortgaged properties include fixed and variable interest rates. The fixed interest rates at June 30, 2022 ranged from 2.75% to 3.90%. The variable interest rate was LIBOR plus 255 (4.00% at June 30, 2022). The maturities on the long-term debt associated with the mortgaged properties range from June 2023 to January 2033. Refer to Note 11 for additional details related to lease arrangements with related parties.

The Company leases real property from an affiliate (lessor) not under common control. The total lease payments totaled \$3,249,600 at June 30, 2022.

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SOUTHERN TIRE MART, LLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

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YEARS ENDED JUNE 30, 2022 AND 2021

NOTE 10 - RETIREMENT PLAN

The Company provides a 401(k)-retirement plan to full-time employees with one year of service and who are 21 years of age. Participants who have attained age 50 before the end of the plan year are eligible to make catch up contributions. Participants may also contribute amounts representing distributions from other qualified defined benefit or defined contribution plans (rollover). Participants direct the investment of their contributions into various investment options offered by the plan. The Company contributes a matching contribution to the plan on a discretionary basis. The Company may also make an annual discretionary profit-sharing contribution in an amount to be determined at the plan year-end which will be distributed to all employees, regardless of current year elective contributions. The contribution expense for the years ended June 30, 2022 and 2021 was \$2,859,048 and \$1,773,487, respectively.

NOTE 11 - LEASE OBLIGATIONS

The Company leases facilities and vehicles under operating agreements with third parties and related parties. The leases have various expirations through January 2036. Lease expense for facilities from related parties and third parties for the years ended June 30, 2022 and 2021 was \$39,158,289 and \$31,645,691. Lease expense for vehicles from third parties for the year ended June 30, 2022 and 2021 was \$3,686,900 and \$4,488,355, respectively.

The Company has entered into lease agreements relating to certain vehicles that would allow the Company to purchase the vehicles on or before the end of the lease term for a specified purchase price.

Future minimum payments, by year and in the aggregate, for non-cancelable leases in effect at June 30, 2022, consisted of the following:

<u>Year Ending June 30,</u>	<u>Related Party</u>	<u>Third Parties</u>
2023	\$ 22,972,049	\$ 15,389,793
2024	22,591,699	12,671,608
2025	22,491,629	8,729,705
2026	22,491,629	6,112,598
2027	22,491,629	2,959,471
Thereafter	114,309,653	1,364,908
Total	\$ 227,348,288	\$ 47,228,083

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SOUTHERN TIRE MART, LLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

PAGE TWELVE

YEARS ENDED JUNE 30, 2022 AND 2021

NOTE 12 - COMMITMENTS AND CONTINGENCIES

The Company is involved in various claims and routine litigation incidental to its business. Management is of the opinion that the outcome of these matters will not have a material adverse effect on the financial position or operations of the Company.

NOTE 13 - SUBSEQUENT EVENTS

In connection with the preparation of the consolidated financial statements, management of the Company has evaluated subsequent events through October 20, 2022, which is the date the consolidated financial statements were available to be issued.

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SUPPLEMENTARY INFORMATION

SCHEDULE 1

SOUTHERN TIRE MART, LLC

**CONSOLIDATING BALANCE SHEET
JUNE 30, 2022**

ASSETS

	Southern Tire Mart, LLC	Southern Tire Mart at Pilot, LLC	Elimination	Consolidated
CURRENT ASSETS				
Cash and cash equivalents	\$ 12,415,342	\$ 6,438,561	\$ -	\$ 18,853,903
Accounts receivable	191,906,042	2,413,677	-	194,319,719
Accounts receivable - affiliates	1,781,848	262,754	(467,505)	1,577,097
Inventories	461,603,846	11,266,946	-	472,870,792
Prepaid expenses and other	2,091,255	225,116	-	2,316,371
Due from affiliate	5,742,343	-	-	5,742,343
Investment in Southern Tire Mart at Pilot, LLC	10,941,015	-	(10,941,015)	-
Total current assets	<u>686,481,691</u>	<u>20,607,054</u>	<u>(11,408,520)</u>	<u>695,680,225</u>
PROPERTY AND EQUIPMENT				
Property and equipment	348,338,714	4,430,829	-	352,769,543
Less: accumulated depreciation	(145,054,130)	(886,230)	-	(145,940,360)
Property and equipment, net	<u>203,284,584</u>	<u>3,544,599</u>	<u>-</u>	<u>206,829,183</u>
OTHER ASSETS				
Goodwill, net of accumulated amortization of \$9,657,750 in 2022 and \$8,217,500 in 2021	6,023,650	-	-	6,023,650
Deposits	<u>2,812,453</u>	<u>31,133</u>	<u>-</u>	<u>2,843,586</u>
Total other assets	<u>8,836,103</u>	<u>31,133</u>	<u>-</u>	<u>8,867,236</u>
Total assets	<u><u>\$ 898,602,378</u></u>	<u><u>\$ 24,182,786</u></u>	<u><u>\$ (11,408,520)</u></u>	<u><u>\$ 911,376,644</u></u>

See independent auditor's report.

LIABILITIES AND MEMBERS' EQUITY

	Southern Tire Mart, LLC	Southern Tire Mart at Pilot, LLC	Elimination	Consolidated
CURRENT LIABILITIES				
Current maturities of long-term debt	\$ 5,896,538	\$ -	\$ -	\$ 5,896,538
Accounts payable	491,106,456	3,422,868	-	494,529,324
Accounts payable - affiliates	4,444,326	694,109	(467,505)	4,670,930
Accrued liabilities	19,556,588	1,615,124	-	21,171,712
Due to affiliate	-	-	-	-
Total current liabilities	<u>521,003,908</u>	<u>5,732,101</u>	<u>(467,505)</u>	<u>526,268,504</u>
LONG-TERM DEBT				
Long term debt	49,573,843	-	-	49,573,843
Line of credit	<u>51,688,423</u>	<u>2,047,364</u>	<u>-</u>	<u>53,735,787</u>
Total long-term liabilities	<u>101,262,266</u>	<u>2,047,364</u>	<u>-</u>	<u>103,309,630</u>
Total liabilities	<u>622,266,174</u>	<u>7,779,465</u>	<u>(467,505)</u>	<u>629,578,134</u>
MEMBERS' EQUITY				
Contributions	2,000,000	6,670,000	(6,670,000)	2,000,000
Distributions	(6,640,000)	-	-	(6,640,000)
Members' Equity	<u>280,976,204</u>	<u>4,271,015</u>	<u>(4,271,015)</u>	<u>280,976,204</u>
Equity attributable to Southern Tire Mart, LLC	276,336,204	10,941,015	(10,941,015)	276,336,204
Noncontrolling interest in Southern Tire Mart at Pilot, LLC.	<u>-</u>	<u>5,462,306</u>	<u>-</u>	<u>5,462,306</u>
Total members' equity	<u>276,336,204</u>	<u>16,403,321</u>	<u>(10,941,015)</u>	<u>281,798,510</u>
Total liabilities and members' equity	<u>\$ 898,602,378</u>	<u>\$ 24,182,786</u>	<u>\$ (11,408,520)</u>	<u>\$ 911,376,644</u>

SCHEDULE 2

SOUTHERN TIRE MART, LLC

**CONSOLIDATING STATEMENT OF INCOME
JUNE 30, 2022**

	Southern Tire Mart, LLC	Southern Tire Mart at Pilot, LLC	Elimination	Consolidated
SALES - NET	\$ 2,085,049,118	\$ 57,763,204	\$ (3,462,368)	\$ 2,139,349,954
COST OF SALES - NET	1,426,826,945	28,524,136	(3,462,368)	1,451,888,713
GROSS PROFIT	658,222,173	29,239,068	-	687,461,241
OPERATING EXPENSES	554,014,054	29,933,839	-	583,947,893
NET INCOME (LOSS) FROM OPERATIONS	104,208,119	(694,771)	-	103,513,348
OTHER INCOME (EXPENSE)				
Gain (loss) on sale of property and equipment	3,794,775	-	-	3,794,775
Interest income	9,132	-	-	9,132
Other income	822,807	38,938	-	861,745
Amortization expense	(1,440,250)	-	-	(1,440,250)
Bad debt expense	(1,980,069)	(25,996)	-	(2,006,065)
Interest expense	(3,203,882)	(28,205)	-	(3,232,087)
Loss from Southern Tire Mart at Pilot, LLC	(473,593)	-	473,593	-
Total other income (expense)	(2,471,080)	(15,263)	473,593	(2,012,750)
NET INCOME (LOSS)	\$ 101,737,039	\$ (710,034)	\$ 473,593	\$ 101,500,598

See independent auditor's report.

SOUTHERN TIRE MART, LLC
CONSOLIDATED FINANCIAL STATEMENTS
AND SUPPLEMENTARY INFORMATION
Years Ended June 30, 2023 and 2022

SOUTHERN TIRE MART, LLC

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INDEPENDENT AUDITOR'S REPORT

To the Members of
Southern Tire Mart, LLC
Columbia, Mississippi

Opinion

We have audited the consolidated financial statements of Southern Tire Mart, LLC (a Mississippi limited liability company) and its subsidiaries, which comprise the consolidated balance sheets as of June 30, 2023 and 2022, and the related consolidated statements of income, members' equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of Southern Tire Mart, LLC and its subsidiaries as of June 30, 2023 and 2022, and the results of their operations and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Southern Tire Mart, LLC, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.



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To the Members of
Southern Tire Mart, LLC
Columbia, Mississippi

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Southern Tire Mart, LLC's ability to continue as a going concern for one year after the date that the consolidated financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Southern Tire Mart, LLC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Southern Tire Mart, LLC's ability to continue as a going concern for a reasonable period of time.

To the Members of
Southern Tire Mart, LLC
Columbia, Mississippi

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The supplementary consolidating information is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.



Hattiesburg, Mississippi
October 11, 2023

CONSOLIDATED FINANCIAL STATEMENTS

EXHIBIT A

SOUTHERN TIRE MART, LLC

**CONSOLIDATED BALANCE SHEETS
JUNE 30, 2023 AND 2022**

ASSETS

	June 30,	
	2023	2022
CURRENT ASSETS		
Cash and cash equivalents	\$ 17,790,776	\$ 18,853,903
Accounts receivable	221,855,175	194,319,719
Accounts receivable - affiliates	927,135	1,577,097
Inventories	541,876,606	472,870,792
Prepaid expenses and other	2,006,614	2,316,371
Due from affiliate	6,452,757	5,742,343
Total current assets	<u>790,909,063</u>	<u>695,680,225</u>
LONG TERM ASSETS		
Property and equipment, net	253,222,443	206,829,183
Right-of-use asset - operating leases	425,032,340	-
Long term assets, net	<u>678,254,783</u>	<u>206,829,183</u>
OTHER ASSETS		
Goodwill, net of accumulated amortization of \$14,376,350 in 2023 and \$9,657,750 in 2022	35,455,050	6,023,650
Deposits	3,518,605	2,843,586
Total other assets	<u>38,973,655</u>	<u>8,867,236</u>
Total assets	<u><u>\$ 1,508,137,501</u></u>	<u><u>\$ 911,376,644</u></u>

The accompanying notes are an integral part of these consolidated financial statements.

LIABILITIES AND MEMBERS' EQUITY

	June 30,	
	2023	2022
CURRENT LIABILITIES		
Current maturities of long-term debt	\$ 8,500,807	\$ 5,896,538
Current portion of line of credit	20,000,000	-
Current maturities of operating leases	39,492,741	-
Accounts payable	543,892,572	494,529,324
Accounts payable - affiliates	3,244,444	4,670,930
Accrued liabilities	16,924,446	21,171,712
Total current liabilities	<u>632,055,010</u>	<u>526,268,504</u>
LONG-TERM DEBT		
Long term debt	50,741,442	51,621,207
Line of credit	94,114,162	51,688,423
Lease liability - operating leases, net of current portion	386,460,418	-
Total long-term liabilities	<u>531,316,022</u>	<u>103,309,630</u>
Total liabilities	<u>1,163,371,032</u>	<u>629,578,134</u>
MEMBERS' EQUITY		
Equity attributable to Southern Tire Mart, LLC	340,013,990	276,336,204
Noncontrolling interest in Southern Tire Mart at Pilot, LLC	4,752,479	5,462,306
Total members' equity	<u>344,766,469</u>	<u>281,798,510</u>
Total liabilities and members' equity	<u>\$ 1,508,137,501</u>	<u>\$ 911,376,644</u>

The accompanying notes are an integral part of these consolidated financial statements.

EXHIBIT B

SOUTHERN TIRE MART, LLC

**CONSOLIDATED STATEMENTS OF INCOME
YEARS ENDED JUNE 30, 2023 AND 2022**

	June 30,	
	2023	2022
SALES - NET	\$ 2,778,111,002	\$ 2,139,349,954
COST OF SALES - NET	1,870,293,482	1,451,888,713
GROSS PROFIT	907,817,520	687,461,241
OPERATING EXPENSES	808,042,547	583,947,893
NET INCOME FROM OPERATIONS	99,774,973	103,513,348
OTHER INCOME (EXPENSE)		
Gain on sale of property and equipment	4,278,666	3,794,775
Interest income	24,755	9,132
Other income	549,153	861,745
Amortization expense	(4,718,600)	(1,440,250)
Bad debt expense	(2,499,390)	(2,006,065)
Interest expense	(7,541,598)	(3,232,087)
Total other income (expense)	(9,907,014)	(2,012,750)
NET INCOME INCLUDING NONCONTROLLING INTEREST	89,867,959	101,500,598
NET LOSS ATTRIBUTABLE TO NONCONTROLLING INTEREST	(709,827)	(236,441)
NET INCOME ATTRIBUTABLE TO SOUTHERN TIRE MART, LLC	\$ 90,577,786	\$ 101,737,039

The accompanying notes are an integral part of these consolidated financial statements.

EXHIBIT C

SOUTHERN TIRE MART, LLC

**CONSOLIDATED STATEMENTS OF MEMBERS' EQUITY
YEARS ENDED JUNE 30, 2023 AND 2022**

	<u>Members' Equity</u>	<u>Noncontrolling Interest</u>	<u>Total</u>
<i>BALANCE - JUNE 30, 2021</i>	\$ 179,239,165	\$ 2,368,747	\$ 181,607,912
<i>ADD (DEDUCT):</i>			
Contributions	2,000,000	3,330,000	5,330,000
Distributions	(6,640,000)	-	(6,640,000)
Net income (loss) for year per accompanying statement	<u>101,737,039</u>	<u>(236,441)</u>	<u>101,500,598</u>
<i>BALANCE - JUNE 30, 2022</i>	276,336,204	5,462,306	281,798,510
<i>ADD (DEDUCT):</i>			
Distributions	(26,900,000)	-	(26,900,000)
Net income (loss) for year per accompanying statement	<u>90,577,786</u>	<u>(709,827)</u>	<u>89,867,959</u>
<i>BALANCE - JUNE 30, 2023</i>	<u><u>\$ 340,013,990</u></u>	<u><u>\$ 4,752,479</u></u>	<u><u>\$ 344,766,469</u></u>

The accompanying notes are an integral part of these consolidated financial statements.

EXHIBIT D

SOUTHERN TIRE MART, LLC

**CONSOLIDATED STATEMENTS OF CASH FLOWS
YEARS ENDED JUNE 30, 2023 AND 2022**

	June 30,	
	2023	2022
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net income	\$ 89,867,959	\$ 101,500,598
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	52,701,239	40,197,536
Gain on sale of property and equipment	(4,278,666)	(3,794,775)
Noncash operating lease expense	36,135,612	-
Right-of-use asset amortization for operating leases	(35,214,793)	-
(Increase) decrease in:		
Accounts receivable	(27,535,456)	(57,718,551)
Accounts receivable - affiliates	649,962	1,839,556
Inventories	(69,005,814)	(213,483,401)
Prepaid expenses and other	309,757	(235,609)
Due from affiliate	(710,414)	34,087,569
Increase (decrease) in:		
Accounts payable	49,363,248	149,418,452
Accounts payable - affiliates	(1,426,486)	3,082,653
Accrued liabilities	(4,247,266)	(1,063,880)
Due to affiliate	-	(1,993,738)
Net cash provided by operating activities	<u>86,608,882</u>	<u>51,836,410</u>
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchases of property and equipment	(91,287,959)	(57,713,783)
Proceeds from sale of property and equipment	10,534,313	9,744,020
Goodwill from purchase of property and equipment	(34,150,000)	(1,600,000)
Change in deposits	(675,019)	(211,121)
Net cash used by investing activities	<u>(115,578,665)</u>	<u>(49,780,884)</u>

The accompanying notes are an integral part of these consolidated financial statements.

EXHIBIT D
PAGE TWO

SOUTHERN TIRE MART, LLC

**CONSOLIDATED STATEMENTS OF CASH FLOWS
YEARS ENDED JUNE 30, 2023 AND 2022**

	June 30,	
	2023	2022
CASH FLOWS FROM FINANCING ACTIVITIES:		
Borrowings on line of credit	\$ 108,271,986	\$ 21,845,141
Payments on line of credit	(45,846,247)	(23,951,684)
Principal reduction on long-term debt	(7,619,083)	(5,896,538)
Capital contributions	-	5,330,000
Capital distributions	(26,900,000)	(6,640,000)
Net cash provided (used) by financing activities	<u>27,906,656</u>	<u>(9,313,081)</u>
NET DECREASE IN CASH	(1,063,127)	(7,257,555)
CASH AND CASH EQUIVALENTS, BEGINNING	<u>18,853,903</u>	<u>26,111,458</u>
CASH AND CASH EQUIVALENTS, ENDING	<u>\$ 17,790,776</u>	<u>\$ 18,853,903</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Interest paid	<u>\$ 7,541,598</u>	<u>\$ 3,232,087</u>
SUPPLEMENTAL DISCLOSURE OF NONCASH INVESTING AND FINANCING ACTIVITIES:		
Acquisition of property and equipment under installment note obligations	<u>\$ 9,343,587</u>	<u>\$ 2,069,553</u>

The accompanying notes are an integral part of these consolidated financial statements.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

SOUTHERN TIRE MART, LLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS YEARS ENDED JUNE 30, 2023 AND 2022

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The summary of significant accounting policies of Southern Tire Mart, LLC and its subsidiaries (the Company) is presented to assist in understanding the Company's consolidated financial statements. The consolidated financial statements and notes are representations of the Company's management who is responsible for their integrity and objectivity. These policies conform to accounting principles generally accepted in the United States of America and have been consistently applied in the preparation of the consolidated financial statements.

Business Activities - The Company is a Mississippi Limited Liability Company formed in March 2003 and shall continue until December 2053. The members' liability is limited to no more than their capital accounts. The Company is engaged in the retread and sales of commercial tires, sales of new tires for passenger and commercial vehicles, and minor vehicle maintenance. The Company operates various stores and retread plants in the states of Alabama, Arizona, Arkansas, California, Colorado, Florida, Georgia, Louisiana, Mississippi, Missouri, Nevada, New Mexico, Oklahoma, South Carolina, Tennessee, Texas, and Utah.

Principles of Consolidation - The consolidated financial statements include the accounts of Southern Tire Mart, LLC and its wholly owned subsidiary, Southern Tire Aviation, LLC. In addition, these consolidated financial statements include the accounts of Southern Tire Mart at Pilot, LLC for which the Company has a majority ownership interest. Amounts pertaining to the financial position and operating results of the noncontrolling interest in Southern Tire Mart at Pilot, LLC are reported as noncontrolling interest in the consolidated financial statements. All significant intercompany accounts and transactions have been eliminated in consolidation.

Basis of Accounting - The Company prepares its consolidated financial statements on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America. Revenues are recognized in the accounting period in which they are earned, and expenses are recognized in the accounting period in which they are incurred.

Use of Estimates - The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Revenue Recognition - The company follows the recommendation of the Financial Accounting Standards Board (FASB) Accounting Standard Codification (ASC) Topic 606: *Revenue from Contracts with Customers*. The ASC is a comprehensive revenue recognition model that requires a company to recognize revenue from the transfer of goods or services to customers in an amount that reflects the consideration that the entity expects to receive in exchange for those goods or services.

SOUTHERN TIRE MART, LLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

PAGE TWO

YEARS ENDED JUNE 30, 2023 AND 2022

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

Performance Obligation - The Company is primarily engaged in the retread and sales of commercial tires, sales of new tires for passenger and commercial vehicles, and minor vehicle maintenance. The Company recognizes revenue when control of the promised goods or services is transferred to customers at an amount that reflects the consideration to which the entity expects to be entitled to in exchange for those goods and services. Shipping and handling costs are recorded in cost of products sold. Allowance programs such as volume rebates and cash discounts are recorded at the time of sale as a reduction to revenue based on anticipated accrual rates for the year. Customer payments are typically due within 30 days of billings, with some payments having 60-day terms.

Variable Consideration - The nature of the Company's tire product sales give rise to variable consideration, including returns and discounts that generally decrease the transaction price which reduces revenue. These variable amounts are generally credited to the customer. Variable consideration is estimated at the most likely amount that is expected to be earned.

Cash and Cash Equivalents - Cash and cash equivalents consist of cash on hand, checking accounts, and money market accounts. For purposes of the statements of cash flows, the Company considers all short-term investments with an original maturity date of three months or less to be cash equivalents.

Accounts Receivable - Accounts receivable represent sales to customers on credit. The Company considers accounts receivable to be fully collectible; accordingly, no allowance for doubtful accounts is required. Accounting principles generally accepted in the United States of America require that the allowance method be used to reflect bad debt expense. However, the effect of the use of the direct write-off method is not materially different from the results that would have been obtained had the allowance method been followed. If the amounts become uncollectible, they will be charged to operations when management makes that determination. Receivables older than 60 days are considered past due. The Company does not accrue finance or interest charges on past due receivables.

Inventories - Inventories consist primarily of tires and tire products purchased from vendors for resale and retread tires. Tires purchased from vendors and retread tires are stated at the lower of cost or net realizable value using the average cost method.

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SOUTHERN TIRE MART, LLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

PAGE THREE

YEARS ENDED JUNE 30, 2023 AND 2022

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

Property and Equipment - Property and equipment is stated at cost. Depreciation is computed over the estimated useful lives of the respective assets on the straight-line method at rates based on the following useful lives:

Buildings and improvements	3 - 39 years
Office equipment	3 - 7 years
Shop equipment	3 - 7 years
Vehicles	3 - 15 years

Expenditures for acquisition, renewals or betterments are capitalized, whereas maintenance and repair costs are expensed as incurred. When properties are retired or otherwise disposed of, the appropriate accounts are relieved of costs and accumulated depreciation and any resultant gain or loss is credited or charged to income.

Leases - The Company adopted FASB ASU 2016-02, Leases (Topic 842), which requires leases with durations greater than 12 months to be recognized on the balance sheet, effective July 1, 2022, using the alternative modified retrospective transition method. The Company leases property and equipment under operating lease agreements. For leases with terms greater than 12 months, the Company records the related assets and obligations at the present value of total lease payments over the term of lease(s) utilizing the stated rate in the contract when available or its incremental borrowing rate. The majority of the Company's leases include rental escalation clauses and renewal options that are factored into the determination of lease payments, when appropriate. The Company does not separate lease and non-lease components of contracts.

Advertising - The Company expenses advertising costs as incurred. The Company incurred advertising costs of \$3,103,569 and \$3,789,915 for the years ended June 30, 2023 and 2022, respectively.

Income Taxes - The Company has elected to be taxed as an S-corporation. Under the Subchapter S provisions, the Company does not pay corporate income taxes on its taxable income. Instead, taxable income and credits are allocated to the members of the Company for inclusion in their personal income tax returns.

Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 740, *Accounting for Uncertainty in Income Taxes*, clarifies the accounting and recognition for income tax positions taken or expected to be taken in the Company's income tax returns. The Company's income tax returns are subject to examination by taxing authorities for three years after they were filed. The Company believes their estimates are appropriate based on current facts and circumstances and that no uncertain tax positions were taken.

SOUTHERN TIRE MART, LLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

PAGE FOUR

YEARS ENDED June 30, 2023 and 2022

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

Compensated Absences - Employees of the Company are entitled to paid vacation, paid sick days, and personal days off, depending on length of service and other factors. It is impractical to estimate the amount of compensation for future absences, and accordingly, no liability has been recorded in the accompanying consolidated financial statements. The Company's policy is to recognize the costs of compensated absences when actually paid to employees.

Sales Tax - For purposes of the income statement, the Company's policy is to recognize revenue net of sales taxes. The Company incurred sales taxes for the years ended June 30, 2023 and 2022 of \$67,095,233 and \$54,140,120, respectively.

Shipping and Handling - The Company's shipping and handling costs incurred are recorded in the cost of sales.

Goodwill - In accordance with Accounting Standards Update (ASU) 2014-02, Intangibles-Goodwill and Other and in conjunction with FASB ASC 350, *Goodwill and Other Intangible Assets*, goodwill is amortized on a straight-line method over ten years unless a shorter useful life can be demonstrated. It is tested annually for impairment.

Reclassification - Certain reclassifications were made to the 2022 consolidated financial statements in order to conform to the 2023 presentation. These reclassifications had no effect on previously reported net income.

Adopted Accounting Principles - In February 2016, the Financial Accounting Standards Board (FASB) established Topic 842, *Leases*, by issuing *Accounting Standards Update (ASU) No. 2016-02*, which requires lessees to recognize leases on the balance sheet and disclose key information about leasing arrangements.

The new standard establishes a right-of-use (ROU) model that requires a lessee to recognize a ROU asset and lease liability on the balance sheet for all leases with a term longer than 12 months. Leases are classified as operating or finance, with classification affecting the pattern and classification of expense recognition in the income statement.

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SOUTHERN TIRE MART, LLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

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YEARS ENDED JUNE 30, 2023 AND 2022

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

The new standard became effective for the Company on July 1, 2022. A modified retrospective transition approach is required, applying the new standard to all leases existing at the date of initial application. An entity may choose to use either (1) its effective date or (2) the beginning of the earliest comparative period presented in the financial statements as its date of initial application. The Company adopted the new standard using the effective date financial statements as its date of initial application. Consequently, financial information has not been updated and the disclosures required under the new standard are not provided for dates and periods before July 1, 2022.

The new standard provided a number of optional practical expedients in transition. The Company elected the 'package of practical expedients', which permits it not to reassess under the new standard its prior conclusions about lease identification, lease classification and initial direct costs. The Company did not elect the use-of-hindsight or lease identification, lease classification and initial direct costs. The Company elected the short-term lease recognition exemption for all leases that qualify. This means, for those leases that qualify, the Company will not recognize ROU assets or lease liabilities, and this includes not recognizing ROU assets or lease liabilities for existing short-term leases of those assets in transition. The Company also elected the practical expedient to not separate lease and non-lease components for all of its leases.

As of July 1, 2022, the Company recognized right-of-use assets and corresponding lease liabilities of approximately \$461 million. There were no material impacts to our results of operations or our cash flows. Disclosures related to the amount, timing, and uncertainty of cash flows arising from our leases are included in Note 6.

Issued in March 2020, Reference Rate Reform (Topic 848): *Facilitation of the Effects of Reference Rate Reform on Financial Reporting*, provides optional expedients and exceptions for accounting related to contracts, hedging relationships and other transactions affected by reference rate reform if certain criteria are met. ASU 2020-04 applies only to contracts, hedging relationships and other transactions that reference LIBOR or another reference rate expected to be discontinued because of reference rate reform and do not apply to contract modifications made and hedging relationships entered into or evaluated after December 31, 2022, except for hedging relationships existing as of December 31, 2022, that an entity has elected certain optional expedients for and that are retained through the end of the hedging relationship. ASU 2020-04 was effective upon issuance and generally can be applied through December 31, 2022. The Company has determined that ASU 2020-04 has no impact to the consolidated financial statements.

Subsequent Events - In preparing these consolidated financial statements, management has evaluated and disclosed all material subsequent events up to October 11, 2023, which is the date the consolidated financial statements were available to be issued.

SOUTHERN TIRE MART, LLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

PAGE SIX

YEARS ENDED JUNE 30, 2023 AND 2022

NOTE 2 - CONCENTRATIONS OF CREDIT RISK

Financial instruments, which potentially subject the Company to concentration of credit risk, consist primarily of cash and cash equivalents, accounts receivable, and inventory.

By policy, the Company places its cash and cash equivalents with high quality financial institutions. For the years ended June 30, 2023 and 2022, the Company had \$43,836,885 and \$42,879,609, respectively, in uninsured cash balances in excess of Federal Deposit Insurance Corporation (FDIC) limits. In addition, the Company had a money market account with a balance of \$21,490 at June 30, 2023 and 2022, respectively, none of which is insured by the FDIC or guaranteed by the U.S. Government. The Company has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk to cash.

The Company does not require collateral on its outstanding receivables, but personal guarantees are required on some accounts. The Company has not had significant credit losses historically.

The Company purchases inventory from five major suppliers, which accounts for a substantial amount of the annual inventory purchases. One of the suppliers, under an exclusive franchise agreement, furnishes the Company with all of its retread materials and supplies. The other four suppliers sell new tires to the Company.

NOTE 3 - ACCOUNTS RECEIVABLE

Receivables from contracts with customers are included in the accounts receivable balances on the Consolidated Balance Sheets and are as follows:

	June 30,	
	2023	2022
Beginning of year	<u>\$ 194,319,719</u>	<u>\$ 136,601,168</u>
End of year	<u>\$ 221,855,175</u>	<u>\$ 194,319,719</u>

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SOUTHERN TIRE MART, LLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

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YEARS ENDED JUNE 30, 2023 AND 2022

NOTE 4 - INVENTORIES

The major classes of inventories are as follows:

	June 30,	
	2023	2022
Raw material	\$ 39,318,579	\$ 25,156,314
Finished stock	58,134,959	26,273,174
New tires	444,423,068	421,441,304
Total	\$ 541,876,606	\$ 472,870,792

NOTE 5 - PROPERTY AND EQUIPMENT

Property and equipment are as follows:

	June 30,	
	2023	2022
Land	\$ 966,680	\$ 966,680
Buildings and improvements	39,462,826	34,876,251
Office equipment	10,793,490	8,494,176
Shop equipment	100,649,433	71,992,445
Vehicles	258,181,151	205,082,065
Construction in progress	26,329,199	31,357,926
Not placed in service	336,045	-
Total	436,718,824	352,769,543
Less: accumulated depreciation	(183,496,381)	(145,940,360)
Property and equipment, net	\$ 253,222,443	\$ 206,829,183

Depreciation expense for the years ended June 30, 2023 and 2022 was \$47,982,639 and \$38,757,286, respectively.

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SOUTHERN TIRE MART, LLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

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YEARS ENDED JUNE 30, 2023 AND 2022

NOTE 6 - LEASES

The Company's leases are limited to real estate, including terminals and general office buildings. Leases with an initial term of 12 months or less are not recorded on the consolidated balance sheet; the Company recognizes lease expense for these leases on a straight-line basis over the lease term.

<u>Lease Cost</u>	<u>Amount</u>
Annual operating lease cost (includes variable and sublease costs as they are immaterial)	<u>\$ 50,959,327</u>
<u>Other Information</u>	<u>Amount</u>
Right-of-use assets obtained in exchange for new operating lease liabilities	<u>\$ 461,167,952</u>

The discount rate used in the Company's calculation of its right-of-use assets and corresponding lease liabilities was determined based on the stated rate within each contract when available, or its incremental borrowing rate, which approximates the rate at which the Company could borrow, on a collateralized basis, over the term of a lease. Supplemental cash flow and balance sheet information related to leases was as follows:

<u>Cash paid for amounts included in the measurement of lease liabilities</u>	<u>Amount</u>
Operating cash flows from operating leases	<u>\$ 35,214,793</u>
Weighted-average remaining lease term - operating leases (years)	<u>13.16</u>
Weighted-average discount rate - operating leases	<u>3.59%</u>

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SOUTHERN TIRE MART, LLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

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YEARS ENDED JUNE 30, 2023 AND 2022

NOTE 6 - LEASES (Cont.)

The following table reconciles the undiscounted minimum lease payment amounts to the operating lease liabilities recorded on the balance sheet at June 30, 2023:

Year Ending December 31,	Related Party Leases	Third Party	Total
2024	\$ 33,653,971	\$ 20,297,850	\$ 53,951,821
2025	33,653,971	15,617,490	49,271,461
2026	33,653,971	11,748,675	45,402,646
2027	33,653,971	7,493,234	41,147,205
2028	33,274,401	4,425,831	37,700,232
Thereafter	292,648,514	15,923,416	308,571,930
Total minimum lease payments	460,538,799	75,506,496	536,045,295
Less: Present value adjustment			(110,092,136)
Present value of minimum lease payments			425,953,159
Less: Current lease obligations			(39,492,741)
Long-term lease obligations			\$ 386,460,418

NOTE 7 - GOODWILL

The Company has adopted FASB ASC 350, *Intangibles-Goodwill and Other*, in its treatment of goodwill resulting from the purchase of several entities with a cost in excess of the underlying fair value of tangible operating assets at the dates of acquisition. Under ASC Topic 350, and through the issuance of ASU 2014-02, goodwill is amortized on a straight-line method over ten years unless a shorter useful life can be demonstrated, and is evaluated annually to detect and, if necessary, record any impairment loss related to its carrying amount.

During the fiscal year ended June 30, 2023 the Company added \$34,150,000 of goodwill from acquisitions. Amortization expense associated with goodwill for the years ended June 30, 2023 and 2022 was \$4,718,600 and \$1,440,250, respectively. Management evaluated the Company's goodwill as of June 30, 2023 and 2022 and determined no impairment existed as of those dates.

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SOUTHERN TIRE MART, LLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

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YEARS ENDED JUNE 30, 2023 AND 2022

NOTE 8 - LINE OF CREDIT

The Company has a line of credit that provides borrowings up to a maximum of \$100,000,000. The outstanding balance as of June 30, 2023 and 2022 was \$94,114,162 and \$51,688,423, respectively. The line of credit has a variable interest rate of 30-day SOFR plus 200 basis points, 7.17% and 3.53% as of June 30, 2023 and 2022, respectively. This line of credit is secured by personal property and has a maturity date of July 2025.

Financial covenants of the line of credit agreement require the Company to maintain profitability, net tangible worth, a leverage coverage ratio, and a debt service coverage ratio, as defined. At June 30, 2023 and 2022, the Company was in compliance with these covenants.

The company has a second line of credit that provides borrowings up to a maximum of \$21,000,000. The outstanding balance as of June 30, 2023 was \$20,000,000. This line of credit is to be paid back in equal payments of \$1,000,000 monthly ending June 2024, and has a variable interest rate of 30-day SOFR plus 300 basis points, 8.16% as of June 30, 2023.

NOTE 9 - LONG-TERM DEBT

Long-term debt is reported in the consolidated financial statements at the principal payments outstanding.

Long-term debt is as follows:

Description and Interest Rates	June 30,	
	2023	2022
Notes payable to financial institutions in monthly installments ranging from \$54,167 to \$206,939 with a fixed rate of interest ranging from 2.59% to 6.50%, maturities ranging from March 2025 through January 2028, and secured by personal property. With balloon payments totaling \$33,607,403.	\$ 57,460,612	\$ 55,526,442

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SOUTHERN TIRE MART, LLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

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YEARS ENDED JUNE 30, 2023 AND 2022

NOTE 9 - LONG-TERM DEBT (Cont.)

Description and Interest Rates	June 30,	
	2023	2022
Note payable to financial institutions in monthly installments of \$17,472 plus interest with variable rate of 2.35 plus SOFR (7.51% at June 30, 2023), maturing on December 2026, and secured by real property.	\$ 1,781,637	\$ 1,991,303
	59,242,249	57,517,745
Less: Current maturities	8,500,807	5,896,538
Long-term debt, net of current maturities	\$ 50,741,442	\$ 51,621,207

Interest cost incurred and expensed for the years ended June 30, 2023 and 2022 was \$7,541,598 and \$3,232,087, respectively.

Aggregate maturities of long-term debt based on the original or amended, if applicable, terms of the Company's long-term debt agreements are as follows:

Year Ending June 30,	Amount
2024	\$ 8,500,807
2025	8,349,983
2026	40,018,466
2027	1,855,553
2028	517,440
Thereafter	-
Total	\$ 59,242,249

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SOUTHERN TIRE MART, LLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

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YEARS ENDED JUNE 30, 2023 AND 2022

NOTE 10 - RELATED PARTY TRANSACTIONS

During the years ended June 30, 2023 and 2022, the Company had transactions with entities related through common ownership. Following is a summary of transactions with these entities for the years ended:

	June 30,	
	2023	2022
Accounts receivable - affiliates	<u>\$ 927,135</u>	<u>\$ 1,577,097</u>
Due from affiliate	<u>\$ 6,452,757</u>	<u>\$ 5,742,343</u>
Accounts payable - affiliates	<u>\$ 3,244,444</u>	<u>\$ 4,670,930</u>
Purchases of property and equipment from affiliates	<u>\$ 27,576,906</u>	<u>\$ 10,164,188</u>
Disposal of property and equipment to affiliates	<u>\$ 212,441</u>	<u>\$ -</u>
Construction services provided by affiliate	<u>\$ 10,254,177</u>	<u>\$ 32,074,393</u>
Sales to affiliates	<u>\$ 2,631,418</u>	<u>\$ 3,231,866</u>
Real estate leased from affiliates and related party	<u>\$ 37,713,428</u>	<u>\$ 28,109,683</u>
Services provided by affiliates	<u>\$ 26,866,777</u>	<u>\$ 25,696,518</u>

The nature of these relationships includes rental agreements for real estate by the Company, repairs and maintenance services performed on the Company's revenue equipment, various other operating and non-operating expenses.

The company leases real property from entities under common control. At June 30, 2023 the total lease payments totaled \$33,779,900.

The Company leases real property from an affiliate (lessor) not under common control. At June 30, 2023 the total lease payments totaled \$3,210,000.

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SOUTHERN TIRE MART, LLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

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YEARS ENDED JUNE 30, 2023 AND 2022

NOTE 11 - RETIREMENT PLAN

The Company provides a 401(k)-retirement plan to full-time employees with one year of service and who are 21 years of age. Participants who have attained age 50 before the end of the plan year are eligible to make catch up contributions. Participants may also contribute amounts representing distributions from other qualified defined benefit or defined contribution plans (rollover). Participants direct the investment of their contributions into various investment options offered by the plan. The Company contributes a matching contribution to the plan on a discretionary basis. The Company may also make an annual discretionary profit-sharing contribution in an amount to be determined at the plan year-end which will be distributed to all employees, regardless of current year elective contributions. The contribution expense for the years ended June 30, 2023 and 2022 was \$3,618,869 and \$2,859,048, respectively.

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SUPPLEMENTARY INFORMATION

SCHEDULE 1

SOUTHERN TIRE MART, LLC

**CONSOLIDATING BALANCE SHEET
JUNE 30, 2023**

ASSETS

	Southern Tire Mart, LLC	Southern Tire Mart at Pilot, LLC	Elimination	Consolidated
CURRENT ASSETS				
Cash and cash equivalents	\$ 16,282,195	\$ 1,508,581	\$ -	\$ 17,790,776
Accounts receivable	218,297,780	3,557,395	-	221,855,175
Accounts receivable - affiliates	5,727,229	248,578	(5,048,672)	927,135
Inventories	526,585,293	15,291,313	-	541,876,606
Prepaid expenses and other	1,904,101	102,513	-	2,006,614
Due from affiliate	6,452,757	-	-	6,452,757
Investment in Southern Tire Mart at Pilot, LLC	9,519,230	-	(9,519,230)	-
Total current assets	<u>784,768,585</u>	<u>20,708,380</u>	<u>(14,567,902)</u>	<u>790,909,063</u>
LONG TERM ASSETS				
Property and equipment, net	248,389,312	4,833,131	-	253,222,443
Right-of-use asset - operating leases	357,708,661	67,323,679	-	425,032,340
Long term assets, net	<u>606,097,973</u>	<u>72,156,810</u>	<u>-</u>	<u>678,254,783</u>
OTHER ASSETS				
Goodwill, net of accumulated amortization of \$14,376,350 in 2023 and \$9,657,750 in 2022	35,455,050	-	-	35,455,050
Deposits	3,480,024	38,581	-	3,518,605
Total other assets	<u>38,935,074</u>	<u>38,581</u>	<u>-</u>	<u>38,973,655</u>
 Total assets	 <u><u>\$ 1,429,801,632</u></u>	 <u><u>\$ 92,903,771</u></u>	 <u><u>\$ (14,567,902)</u></u>	 <u><u>\$ 1,508,137,501</u></u>

See independent auditor's report.

LIABILITIES AND MEMBERS' EQUITY

	Southern Tire Mart, LLC	Southern Tire Mart at Pilot, LLC	Elimination	Consolidated
CURRENT LIABILITIES				
Current maturities of long-term debt	\$ 7,769,094	\$ 731,713	\$ -	\$ 8,500,807
Current portion of lines of credit	20,000,000	-	-	20,000,000
Current maturities of operating leases	37,523,445	1,969,296		39,492,741
Accounts payable	541,660,070	2,232,502	-	543,892,572
Accounts payable - affiliates	3,414,400	4,878,716	(5,048,672)	3,244,444
Accrued liabilities	16,156,887	767,559	-	16,924,446
Total current liabilities	<u>626,523,896</u>	<u>10,579,786</u>	<u>(5,048,672)</u>	<u>632,055,010</u>
LONG-TERM DEBT				
Long term debt	48,464,148	2,277,294	-	50,741,442
Line of credit	94,114,162	-	-	94,114,162
Lease liability - operating leases, net of current portion	<u>320,685,436</u>	<u>65,774,982</u>		<u>386,460,418</u>
Total long-term liabilities	<u>463,263,746</u>	<u>68,052,276</u>	<u>-</u>	<u>531,316,022</u>
Total liabilities	<u>1,089,787,642</u>	<u>78,632,062</u>	<u>(5,048,672)</u>	<u>1,163,371,032</u>
MEMBERS' EQUITY				
Distributions	(26,900,000)	-	-	(26,900,000)
Members' equity	<u>366,913,990</u>	<u>9,519,230</u>	<u>(9,519,230)</u>	<u>366,913,990</u>
Equity attributable to Southern Tire Mart, LLC	340,013,990	9,519,230	(9,519,230)	340,013,990
Noncontrolling interest in Southern Tire Mart at Pilot, LLC.	<u>-</u>	<u>4,752,479</u>	<u>-</u>	<u>4,752,479</u>
Total members' equity	<u>340,013,990</u>	<u>14,271,709</u>	<u>(9,519,230)</u>	<u>344,766,469</u>
Total liabilities and members' equity	<u>\$ 1,429,801,632</u>	<u>\$ 92,903,771</u>	<u>\$ (14,567,902)</u>	<u>\$ 1,508,137,501</u>

SCHEDULE 2

SOUTHERN TIRE MART, LLC

**CONSOLIDATING STATEMENT OF INCOME
JUNE 30, 2023**

	Southern Tire Mart, LLC	Southern Tire Mart at Pilot, LLC	Elimination	Consolidated
SALES - NET	\$ 2,703,266,529	\$ 82,489,057	\$ (7,644,584)	\$ 2,778,111,002
COST OF SALES - NET	1,837,116,790	40,821,276	(7,644,584)	1,870,293,482
GROSS PROFIT	866,149,739	41,667,781	-	907,817,520
OPERATING EXPENSES	764,672,738	43,369,809	-	808,042,547
NET INCOME (LOSS) FROM OPERATIONS	101,477,001	(1,702,028)	-	99,774,973
OTHER INCOME (EXPENSE)				
Gain (loss) on sale of property and equipment	4,278,666	-	-	4,278,666
Interest income	5,280	19,475	-	24,755
Other income	543,696	5,457	-	549,153
Amortization expense	(4,718,600)	-	-	(4,718,600)
Bad debt expense	(2,177,641)	(321,749)	-	(2,499,390)
Interest expense	(7,408,831)	(132,767)	-	(7,541,598)
Loss from Southern Tire Mart at Pilot, LLC	(1,421,785)	-	1,421,785	-
Total other income (expense)	(10,899,215)	(429,584)	1,421,785	(9,907,014)
NET INCOME (LOSS)	\$ 90,577,786	\$ (2,131,612)	\$ 1,421,785	\$ 89,867,959

See independent auditor's report.