

State of Utah Cooperative Contract
PARTICIPATING ADDENDUM
TIRES, TUBES, AND SERVICES
State of Utah Contract #: PA4606

Master Agreement #: 24158

Contractor: Bridgestone Americas Tire Operations

Participating Entity: **STATE OF UTAH**

Participating Entity Contract #PA4606

Participating Addendum Terms and Conditions:

1. Scope: This addendum covers tires, tubes, and services led by NASPO for use by state agencies and other entities located in the State of Utah authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official. An amendment to this PA is not required when offerings are adjusted in the Master Agreement, so long as all additions remain within the master agreement's original scope.
2. Pricing: The pricing and rates from the Master Agreement shall flow down to this PA. An amendment to this PA is not required when pricing in the Master Agreement is adjusted / updated.
3. Administrative Fee: One (1) percent (1%) and will apply per Section 35 of Attachment A.
4. Contract Effective Dates: This PA is effective upon final signature of both parties, and expires upon the expiration or termination of the NASPO contract. A contract amendment is not necessary in the event of the renewal or extension of the Master Agreement, so long as such renewal/extension was originally provided within the solicitation supporting the master agreement.
5. Order of Precedence:
Attachment A: Terms and Conditions for Goods and Services
Attachment B: Master Agreement
Attachment C: Warranties

Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.

All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.

Utah State Procurement Code, Procurement Rules, and Contractor's response to solicitation #RFP0223005113.
6. Participation: This NASPO Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of Utah. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
7. Approved Distributors: All contactors, dealers, and resellers authorized in the State of Utah, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO Master Agreement. The Contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
8. Orders: Any order placed by an Eligible User for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and

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conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

9. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Gregg Trosper
Address:	200 4 th Avenue South, Nashville, TN 37201
Telephone:	615-937-3794
Email:	trospregregg@bfusa.com
Vendor Number:	VC0000162308
Commodity Codes:	92882

State of Utah Division of Purchasing

Name:	State of Utah, Division of Purchasing, Keli Lessing
Address:	4315 South 2700 West Fl 3, Taylorsville, UT 84129-2128
Telephone:	801-957-7167
Email:	klessing@utah.gov

10. ADDITIONAL TERMS AND CONDITIONS

The following terms and conditions will apply to this participating addendum.

ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR GOODS AND SERVICES
Negotiated terms 1n, 6b, 9, 10, 11, 15, 17, 22, 25, 26, 28, 29, 37, and 52.

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1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) **“Confidential Information”** means information that is deemed as confidential under applicable state and federal laws, including personal information. The Eligible User reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - b) **“Contract”** means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term “Contract” shall include any purchase orders that result from this Contract.
 - c) **“Contract Signature Page(s)”** means the State of Utah cover page(s) that the Division and Contractor signed.
 - d) **“Contractor”** means the individual or entity delivering the Procurement Item identified in this Contract. The term “Contractor” shall include Contractor’s agents, officers, employees, and partners.
 - e) **“Custom Deliverable”** means the Work Product that Contractor is required to deliver to the Eligible User under this Contract.
 - f) **“Division”** means the Division of Purchasing and General Services.
 - g) **“Eligible User(s)”** means those authorized to use State Cooperative Contracts and includes the State of Utah’s government departments, institutions, agencies, political subdivisions (e.g., colleges, school districts, counties, cities, etc.), and, as applicable, nonprofit organizations, agencies of the federal government, or any other entity authorized by the laws of the State of Utah to participate in State Cooperative Contracts.
 - h) **“End User Agreement”** means any agreement that Eligible Users are required to sign in order to participate in this Contract, including an end user agreement, customer agreement, memorandum of understanding, statement of work, lease agreement, service level agreement, or any other named separate agreement.
 - i) **“Procurement Item”** means a supply, a service, Custom Deliverable, construction, or technology that Contractor is required to deliver to the Eligible User under this Contract.
 - j) **“Response”** means the Contractor’s bid, proposals, quote, or any other document used by the Contractor to respond to the Solicitation.
 - k) **“Solicitation”** means an invitation for bids, request for proposals, notice of a sole source procurement, request for statement of qualifications, request for information, or any document used to obtain bids, proposals, pricing, qualifications, or information for the purpose of entering into this Contract.
 - l) **“State of Utah”** means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
 - m) **“Subcontractors”** means a person under contract with a contractor or another subcontractor to provide services or labor for design or construction, including a trade contractor or specialty contractor.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Procurement Items delivered and/or performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, including CFR Appendix II to Part 200, will supersede this Attachment A.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor’s performance and the payments made by Eligible Users to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, State of Utah auditors, federal auditors, Eligible Users or any firm identified by the Division, access to all such records. Contractor must refund to the Division any overcharges brought to Contractor’s attention by the Division or the Division’s auditor and Contractor is not permitted to offset identified overcharges by alleged undercharges to Eligible Users.
5. **PERMITS:** If necessary Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of this Contract.
6. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT “STATUS VERIFICATION SYSTEM”:** The Status Verification System, also referred to as “E-verify”, only applies to contracts issued through a Request for Proposal process, to sole sources that are included within a Request for Proposal, and when Contractor employs any

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personnel in Utah.

- a. Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 - b. Reserved.
 - c. Contractor's failure to comply with this section will be considered a material breach of this Contract.
7. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the Division or the State of Utah, unless disclosure has been made to the Division.
 8. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the Division or the State of Utah.
 9. **CONTRACTOR RESPONSIBILITY:** Contractor and its Independent Dealers are solely responsible for fulfilling the contract, with responsibility for all Procurement Items delivered and/or performed as stated in this Contract. Contractor shall be the sole point of contact regarding all contractual matters. Contractor must incorporate Contractor's responsibilities under this Contract into every subcontract with its Subcontractors, if any, that will provide the Procurement Item(s) to the Eligible Users under this Contract. Moreover, Contractor is responsible for its Subcontractors compliance under this Contract.
 10. **INDEMNITY:** Reserved.
 11. **EMPLOYMENT PRACTICES:** To the extent applicable, Contractor agrees to abide by the following federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the workplace. Contractor further agrees to abide by any other applicable laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
 12. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
 13. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, or declared ineligible by any governmental department or agency, whether international, national, state, or local. Contractor must notify the Division within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
 14. **TERMINATION:** This Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and subject to the remedies below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by the Division, upon thirty (30) days written termination notice being given to the Contractor. The Division and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing.

On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved and conforming Procurement Items ordered prior to date of termination. In no event shall the Eligible Users be liable to the Contractor for compensation for any Procurement Item neither requested nor accepted by an Eligible User. In no event shall the Division's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the Eligible Users for any damages or claims arising under this Contract.
 15. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, a purchase order that results from this Contract may be terminated in

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whole or in part at the sole discretion of an Eligible User, if an Eligible User reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects an Eligible User's ability to pay under this Contract. A change of available funds as used in this paragraph includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered under this section, an Eligible User will pay Contractor in full for the Procurement Item(s) properly ordered and/or properly performed, or delivered before the effective date of said notice. An Eligible User will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

16. **SALES TAX EXEMPTION:** The Procurement Item(s) under this Contract will be paid for from an Eligible User's funds and used in the exercise of an Eligible Users essential functions. Upon request, an Eligible User will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request an Eligible User's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
17. **WARRANTY OF PROCUREMENT ITEM(S):** Warranties shall be as set forth in Attachment C as incorporated herein.
18. **CONTRACTOR'S INSURANCE RESPONSIBILITY.** The Contractor shall maintain the following insurance coverage:
 - a. Workers' compensation insurance during the term of this Contract for all its employees and any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.
 - b. Commercial general liability [CGL] insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than one million dollars (\$1,000,000.00) per person per occurrence and three million dollars (\$3,000,000.00) aggregate.
 - c. Commercial automobile liability [CAL] insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be \$1 million per occurrence, combined single limit. The CAL insurance policy is required if Contractor will use a vehicle in the performance of this Contract.
 - d. Other insurance policies required in the Solicitation.

Certificate of Insurance, showing up-to-date coverage, shall be on file with the State before the Contract may commence.

The State reserves the right to require higher or lower insurance limits where warranted. Failure to provide proof of insurance as required will be deemed a material breach of this Contract. Contractor's failure to maintain this insurance requirement for the term of this Contract will be grounds for immediate termination of this Contract.

19. **RESERVED.**
20. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the Division, the Eligible Users, and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the Division, Contractor also agrees that the Contractor's Response will be a public document, and copies may be given to the public as permitted under GRAMA. The Division, the Eligible Users, and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.
21. **DELIVERY:** All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to an Eligible User, except as to latent defects or fraud. Contractor

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shall strictly adhere to the delivery and completion schedules specified in this Contract.

22. **ACCEPTANCE AND REJECTION:** An Eligible User shall have thirty (30) days after delivery of the Procurement Item(s) to perform an inspection of the Procurement Item(s) to determine whether the Procurement Item(s) conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Procurement Item(s) by the Eligible User.

If Contractor delivers nonconforming Procurement Item(s), an Eligible User may, at its option and at Contractor's expense: (i) return the Procurement Item(s) for a full refund; (ii) require Contractor to promptly correct or replace the nonconforming Procurement Item(s); or (iii) obtain replacement Procurement Item(s) from another source, subject to Contractor being responsible for any cover costs. Contractor shall not redeliver corrected or rejected Procurement Item(s) without: first, disclosing the former rejection or requirement for correction; and second, obtaining written consent of the Eligible User to redeliver the corrected Procurement Item(s). Repair, replacement, and other correction and redelivery shall be subject to the terms of this Contract. Contractor shall have no obligation to accept returns of any tires that are not in first class condition, such condition means that the tires are clean, never mounted, without sidewall discoloration, and have the label intact.

23. **INVOICING:** Contractor will submit invoices within thirty (30) days after the delivery date of the Procurement Item(s) to the Eligible User. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the Eligible User will be those prices listed in this Contract, unless Contractor offers a discount at the time of the invoice. It is Contractor's obligation to provide correct and accurate invoicing. The Eligible User has the right to adjust or return any invoice reflecting incorrect pricing.

24. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by an Eligible User, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the Eligible User within ten (10) business days of receipt of final payment, shall release the Eligible User from all claims and all liability to the Contractor. An Eligible User's payment for the Procurement Item(s) and/or Services shall not be deemed an acceptance of the Procurement Item(s) and is without prejudice to any and all claims that the Eligible User may have against Contractor. Contractor shall not charge Eligible Users electronic payment fees of any kind.

25. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY: Reserved.**

26. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The Division, the Eligible User, and Contractor each recognizes that each has no right, title, or interest, proprietary or otherwise, in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All Procurement Item(s), documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically manufactured for the State of Utah under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the Eligible User.

27. **OWNERSHIP IN CUSTOM DELIVERABLES:** In the event that Contractor provides Custom Deliverables to the Eligible User, pursuant to this Contract, Contractor grants the ownership in Custom Deliverables, which have been developed and delivered by Contractor exclusively for the Eligible User and are specifically within the framework of fulfilling Contractor's contractual obligations under this contract. Custom Deliverables shall be deemed work made for hire, such that all intellectual property rights, title and interest in the Custom Deliverables shall pass to the Eligible User, to the extent that the Custom Deliverables are not recognized as work made for hire, Contractor hereby assigns to the Eligible User any and all copyrights in and to the Custom Deliverables, subject to the following:

1. Contractor has received payment for the Custom Deliverables,
2. Each party will retain all rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and any other form of protection afforded by law to inventions, models, designs, technical information, and applications ("Intellectual Property Rights") that it owned or controlled prior to the effective date of this contract or that it develops or acquires from activities independent of the services performed under this contract ("Background IP"), and
3. Contractor will retain all right, title, and interest in and to all Intellectual Property Rights in or related to the services, or tangible components thereof, including but not limited to (a) all know-how, intellectual property,

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methodologies, processes, technologies, algorithms, software, or development tools used in performing the Services (collectively, the "Utilities"), and (b) such ideas, concepts, know-how, processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates, or output which are supplied or otherwise used by or on behalf of Contractor in the course of performing the Services or creating the Custom Deliverables, other than portions that specifically incorporate proprietary or Confidential Information or Custom Deliverables of the Eligible User (collectively, the "Residual IP"), even if embedded in the Custom Deliverables.

4. Custom Deliverables, not including Contractor's Intellectual Property Rights, Background IP, and Residual IP, may not be marketed or distributed without written approval by the Eligible User.

Contractor agrees to grant to the Eligible User a perpetual, irrevocable, royalty-free license to use Contractor's Background IP, Utilities, and Residual IP, as defined above, solely for the Eligible User and the State of Utah to use the Custom Deliverables. The Eligible User reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for the Eligible User's and the State of Utah's internal purposes, such Custom Deliverables. For the Goods delivered that consist of Contractor's scripts and code and are not considered Custom Deliverables or Work Product, for any reason whatsoever, Contractor grants the Eligible User a non-exclusive, non-transferable, irrevocable, perpetual right to use, copy, and create derivative works from such, without the right to sublicense, for the Eligible User's and the State of Utah's internal business operation under this Contract. The Eligible User and the State of Utah may not participate in the transfer or sale of, create derivative works from, or in any way exploit Contractor's Intellectual Property Rights, in whole or in part.

28. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the Division, which approval will not be unreasonable conditioned, delayed, or withheld.

29. **REMEDIES:** Any of the following events will constitute cause for an Eligible User to declare Contractor in default of this Contract: (i) Contractor's non-performance of its material contractual requirements and material obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. An Eligible User may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, an Eligible User may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) debar/suspend Contractor from receiving future contracts from the Division; or (iv) demand a full refund of any payment that the Eligible User has made to Contractor under this Contract for Procurement Item(s) that do not conform to this Contract.

30. **FORCE MAJEURE:** Neither an Eligible User nor Contractor will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. An Eligible User may terminate a purchase order resulting from this Contract after determining such delay will prevent Contractor's successful performance of this Contract.

31. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify an Eligible User of any potential or actual misuse or misappropriation of Confidential Information.

Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the Eligible User, including anyone for whom the Eligible User is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.

Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the Eligible User or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

32. **LARGE VOLUME DISCOUNT PRICING:** Eligible Users may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to an Eligible User for large volume purchases.

33. **ELIGIBLE USER PARTICIPATION:** Participation under this Contract by Eligible Users is voluntarily determined by each Eligible User. Contractor agrees to supply each Eligible User with Procurement Items based upon the

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same terms, conditions, and prices of this Contract.

34. **INDIVIDUAL CUSTOMERS:** Each Eligible User that purchases Procurement Items from this Contract will be treated as individual customers. Each Eligible User will be responsible to follow the terms and conditions of this Contract. Contractor agrees that each Eligible User will be responsible for their own charges, fees, and liabilities. Contractor shall apply the charges to each Eligible User individually. The Division is not responsible for any unpaid invoice.
35. **REPORTS AND FEES:**
- a. **Administrative Fee:** Contractor agrees to provide a quarterly administrative fee to the State in the form of a check, EFT or online payment through the Division's Automated Vendor Usage Management System. Checks will be payable to the "State of Utah Division of Purchasing" and will be sent to State of Utah, Division of Purchasing, Attn: Cooperative Contracts, PO Box 141061, Salt Lake City, UT 84114-1061. The Administrative Fee will be the amount listed in the Solicitation and will apply to all purchases (net of any returns, credits, or adjustments) made under this Contract.
 - b. **Quarterly Reports:** Contractor agrees to provide a quarterly utilization report, reflecting net sales to the State during the associated fee period. The report will show the dollar volume of purchases by each Eligible User. The quarterly report will be provided in secure electronic format through the Division's Automated Vendor Usage Management System found at: <https://statecontracts.utah.gov/Vendor..>
 - c. **Report Schedule:** Quarterly utilization reports shall be made in accordance with the following schedule:

Period End	Reports Due
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31
 - d. **Fee Payment:** After the Division receives the quarterly utilization report, it will send Contractor an invoice for the total quarterly administrative fee owed to the Division. Contractor shall pay the quarterly administrative fee within thirty (30) days from receipt of invoice.
 - e. **Timely Reports and Fees:** If the quarterly administrative fee is not paid by thirty (30) days of receipt of invoice or quarterly utilization reports are not received by the report due date, then Contractor will be in material breach of this Contract.
36. **ORDERING:** Orders will be placed by the using Eligible User directly with Contractor. All orders will be shipped promptly in accordance with the terms of this Contract.
37. **END USER AGREEMENTS:** If Eligible Users are required by Contractor to sign an End User Agreement before participating in this Contract, then a copy of the End User Agreement must be attached to this Contract as an attachment. The term of the End User Agreement shall not exceed the term of this Contract, and the End User Agreement will automatically terminate upon the completion of termination of this Contract. An End User Agreement must reference this Contract, and may not be amended or changed unless approved in writing by the Division. Eligible Users will not be responsible or obligated for any early termination fees if the End User Agreement terminates as a result of completion or termination of this Contract, provide that an Eligible User must pay for any unpaid fees immediately upon such termination.
38. **PUBLICITY:** Contractor shall submit to the Division for written approval all advertising and publicity matters relating to this Contract. It is within the Division's sole discretion whether to provide approval, which approval must be in writing.
39. **WORK ON STATE OF UTAH OR ELIGIBLE USER PREMISES:** Contractor shall ensure that personnel working on the premises of an Eligible User shall: (i) abide by all of the rules, regulations, and policies of the premises; (ii) remain in authorized areas; (iii) follow all instructions; and (iv) be subject to a background check, prior to entering the premises. The Eligible User may remove any individual for a violation hereunder.
40. **CONTRACT INFORMATION:** During the duration of this Contract the State of Utah Division of Purchasing is required to make available contact information of Contractor to the State of Utah Department of Workforce

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Services. The State of Utah Department of Workforce Services may contact Contractor during the duration of this Contract to inquire about Contractor's job vacancies within the State of Utah.

41. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
42. **SUSPENSION OF WORK:** Should circumstances arise which would cause an Eligible User to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by formal written notice pursuant to the terms of this Contract. Contractor's responsibilities may be reinstated upon advance formal written notice from the Eligible User.
43. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity who participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
44. **CHANGES IN SCOPE:** Any changes in the scope of the services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of services.
45. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.
46. **TRAVEL COSTS:** If travel expenses are permitted by the Solicitation All travel costs associated with the delivery of Services under this Contract will be paid according to the rules and per diem rates found in the Utah Administrative Code R25-7. Invoices containing travel costs outside of these rates will be returned to the vendor for correction.
47. **PERFORMANCE EVALUATION:** The Division may conduct a performance evaluation of Contractor, including Contractor's Subcontractors. Results of any evaluation may be made available to Contractor upon request.
48. **STANDARD OF CARE:** The services performed by Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the services that are the subject of this Contract. Contractor shall be liable to the Eligible User for claims, liabilities, additional burdens, penalties, damages, or third party claims (e.g., another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
49. **REVIEWS:** The Division reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
50. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The Division or an Eligible User, after consultation with Contractor, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the Division or an Eligible User appoints such an expert or panel, the Division or the Eligible User and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
51. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limit the rights of an Eligible User, the Division, or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
52. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice Eligible Users' right to enforce this Contract with respect to any default of this Contract or defect in the Procurement Item(s) that has not been cured, or of any of the following clauses, including: Governing Law and Venue, Laws and Regulations, Records Administration, Remedies, Dispute Resolution, Insurance.

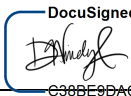
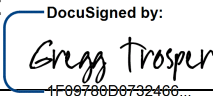
State of Utah Cooperative Contract
PARTICIPATING ADDENDUM
TIRES, TUBES, AND SERVICES
State of Utah Contract #: PA4606

53. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
54. **ERRORS AND OMISSIONS:** Contractor shall not take advantage of any errors and/or omissions in this Contract. The Contractor must promptly notify the Division of any errors and/or omissions that are discovered.
55. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
56. **ANTI-BOYCOTT ACTIONS:** In accordance with Utah Code 63G-27 et seq., Contractor certifies that it is not currently engaged in any "economic boycott" nor a "boycott of the State of Israel" as those terms are defined in Section 102. Contractor further certifies that it has read and understands 63G-27 et. seq., that it will not engage in any such boycott action during the term of this Contract, and that if it does, it shall promptly notify the State in writing.

(Revision Date: 7/20/2023)

State of Utah Cooperative Contract
PARTICIPATING ADDENDUM
TIRES, TUBES, AND SERVICES
State of Utah Contract #: PA4606

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: State of Utah	Contractor: Bridgestone Americas Tire operations LLC
Signature: DocuSigned by:  C388E9DAC528424...	Signature: DocuSigned by:  1F09700D06732460...
Name: Windy Aphayrath	Name: Gregg Trosper
Title: Chief Procurement Officer	Title: Business Development Gov & Military Fleet
Date: 7/31/2024	Date: 7/31/2024

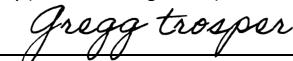
Attachment B Master Agreement

Iowa Department of Administrative Services
Contracts Declaration & Execution Page

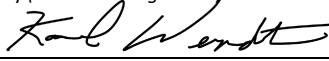
Title of Contract: Tires, Tubes, and Services		Bid Proposal Number RFP0223005113	Contract Number 24158
This Agreement is entered into between the State of Iowa (by and through its agency, the Department of Administrative Services) and the Contractor named below:			
State Agency's Name: Iowa Department of Administrative Services (DAS)			
Contractor's Name: Bridgestone Americas Tire Operations			
Contract to Begin: July 1, 2024	Date of Expiration: June 30, 2027	Annual Extensions: Three (3)	
The parties agree to comply with the terms and conditions and attachments which are by this reference made a part of the Agreement: Section 1 – NASPO Valuepoint Terms and Conditions Page 2 Section 2 – Scope of Work.....Page 27 Section 3 – Pricing.....Page 35 Section 4 – Contacts Page 37			

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto:

Contractor: Bridgestone Americas Tire Operations

By (Authorized Signature)  Printed Name and Title of Person Signing	Gregg Trosper - Business Development Government & Military Fleet	Date Signed 6/10/2024
200 4th Avenue South Nashville, TN 37201 Address		

State of Iowa: Department of Administrative Services – Central Procurement

By (Authorized Signature)  Printed Name and Title of Person Signing	Date Signed June 10, 2024
Karl Wendt, Procurement Manager Address 1305 E. Walnut ST, Des Moines, IA 50319	

SECTION 1 Terms & Conditions

1.1 Definitions

- 1.1.1 Acceptance** means acceptance of goods and services as set forth in Section 1.9 of this Master Agreement.
- 1.1.2 Affiliated Dealers** means dealers providing Products under this Master Agreement that are owned and operated by Contractor.
- 1.1.3 Approved Distributor** means an authorized manufacturer's dealer, including both Affiliated Dealers and Independent Dealers, who has agreed to the terms and conditions of the NASPO ValuePoint Master Agreement.
- 1.1.4 Contractor** means a party to this Master Agreement, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.
- 1.1.5 Embedded Software** means one or more software applications which permanently reside on a computing device.
- 1.1.6 Independent Dealer** means an independent dealer not owned and operated by Contractor that is authorized in accordance with the Section 2 - Scope of Work to provide Products under this Master Agreement.
- 1.1.7 Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.
- 1.1.8 Lead State** means the State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.
- 1.1.9 Master Agreement** means the underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint, and the Contractor, as now or hereafter amended.
- 1.1.10 NASPO ValuePoint** is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) corporation. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead State.
- 1.1.11 Order or Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

1.1.12 Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity- specific language or other requirements (*e.g.*, ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).

1.1.13 Participating Entity means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.

1.1.14 Participating State means a state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.

1.1.15 Product or Products and Services means any equipment, software (including embedded software), documentation, service, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Product includes goods and services.

1.1.16 Purchasing Entity means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

1.2 Term of Master Agreement

1.2.1 Initial Term

The initial term of this Master Agreement is for three (3) years. The term of this Master Agreement may be amended beyond initial term for three (3) additional one-year terms at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance. The Lead State may, prior to execution, adjust the effective date or duration of the initial term or renewal period of any Master Agreement for the purpose of making the Master Agreement coterminous with others.

1.2.2 Amendment Limitations

The terms of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.

1.2.3 Amendment Term

The term of the Master Agreement may be amended past the initial term and stated renewal periods for a reasonable period if in the judgment of the Lead State a follow-on competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection will not be deemed to limit the authority of a Lead State under its state law to otherwise negotiate contract extensions.

1.3 Pricing, Payment & Leasing

1.3.1 Pricing

The prices contained in this Master Agreement or offered under this Master Agreement represent the not-to-exceed price to any Purchasing Entity.

1.3.1.1 All prices and rates must be guaranteed for the initial six (6) month term of the Master Agreement.

1.3.1.2 Following the initial term of the Master Agreement, any request for a price or rate adjustment must be for an equal guarantee period and must be made at least sixty (60) days prior to the effective date.

1.3.1.3 Requests for a price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement will not be effective unless approved in writing by the Lead State.

1.3.1.4 No retroactive adjustments to prices or rates will be allowed.

1.3.2 Payment

Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After sixty (60) days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card with no additional charge.

1.3.3 Leasing or Alternative Financing Methods

The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

1.4 Ordering

1.4.1 Order Numbers

Master Agreement order and purchase order numbers must be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.

1.4.2 Quotes

Purchasing Entities may define entity-specific or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated

or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity's rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost, and other factors considered.

1.4.3 Applicable Rules

Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

1.4.4 Required Documentation

Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.

1.4.5 Term of Purchase

Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.

1.4.5.1 Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement.

1.4.5.2 Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.

1.4.5.3 Financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

1.4.5.4 Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement's terms.

1.4.5.5 Orders for any separate indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

1.4.6 Order Form Requirements

All Orders pursuant to this Master Agreement, at a minimum, must include:

- 1.4.6.1** The services or supplies being delivered;
- 1.4.6.2** A shipping address and other delivery requirements, if any;
- 1.4.6.3** A billing address;
- 1.4.6.4** Purchasing Entity contact information;
- 1.4.6.5** Pricing consistent with this Master Agreement and applicable Participating Addendum and as may be adjusted by agreement of the Purchasing Entity and Contractor;
- 1.4.6.6** A not-to-exceed total for the products or services being ordered; and
- 1.4.6.7** The Master Agreement number or the applicable Participating Addendum number, provided the Participating Addendum references the Master Agreement number.

1.4.7 Communication

All communications concerning administration of Orders placed must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

1.4.8 Contract Provisions for Orders Utilizing Federal Funds

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

1.5 Order of Precedence

1.5.1 Order

Any Order placed under this Master Agreement will consist of the following documents:

- 1.5.1.1** A Participating Entity's Participating Addendum ("PA");
- 1.5.1.2** NASPO ValuePoint Master Agreement, including all attachments thereto;
- 1.5.1.3** A Purchase Order or Scope of Work/Specifications issued against the Master Agreement;
- 1.5.1.4** The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;

1.5.1.5 Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

1.5.2 Conflict

These documents will be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

1.5.3 Participating Addenda

Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. Participating Addenda will not include a term of agreement that exceeds the term of the Master Agreement.

1.6 Participants and Scope

1.6.1 Requirement for a Participating Addendum

Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.

1.6.2 Applicability of Master Agreement

NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum, subject to Section III. For the purposes of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g., purchase order or contract) used by the Purchasing Entity to place the Order.

1.6.3 Authorized Use

Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities is subject to applicable state law and the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

1.6.4 Obligated Entities

Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those

Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.

1.6.5 Notice of Participating Addendum

Contractor shall email a fully executed PDF copy of each Participating Addendum to pa@naspovaluepoint.org to support documentation of participation and posting in appropriate databases.

1.6.6 Eligibility for a Participating Addendum

Eligible entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent of the Chief Procurement Official of the state where the entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists; the entity must ensure that they have the requisite procurement authority to execute a Participating Addendum.

1.6.7 Prohibition on Resale

Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products purchased under this Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

1.6.8 Individual Customers

Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including but not limited to any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

1.6.9 Release of Information

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.

1.6.10 No Representations

The Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.

1.7 NASPO ValuePoint Provisions

1.7.1 Applicability

NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section 1.5 are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.

1.7.2 Administrative Fees

1.7.2.1 NASPO ValuePoint Fee

Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead State's solicitation.

1.7.2.2 State Imposed Fees

Some states may require an additional fee be paid by Contractor directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method, and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless agreed to in writing by the state, Contractor may not adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

1.7.3 NASPO ValuePoint Summary and Detailed Usage Reports

1.7.3.1 Sales Data Reporting

In accordance with this section, Contractor shall report to NASPO ValuePoint all Orders under this Master Agreement for which Contractor has invoiced the ordering entity or individual, including Orders invoiced to Participating Entity or Purchasing Entity employees for personal use if such use is permitted by this Master Agreement and the applicable Participating Addendum ("Sales Data"). Timely and complete reporting of Sales Data is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by NASPO

ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. NASPO ValuePoint shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.

1.7.3.2 Summary Sales Data

“Summary Sales Data” is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Summary Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.

1.7.3.3 Detailed Sales Data

“Detailed Sales Data” is Sales Data that includes for each Order all information required by the Solicitation or by NASPO ValuePoint, including customer information, Order information, and line-item details. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Detailed Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by NASPO ValuePoint. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.

1.7.3.4 Sales Data Crosswalks

Upon request by NASPO ValuePoint, Contractor shall provide to NASPO ValuePoint tables of customer and Product information and specific attributes thereof for the purpose of standardizing and analyzing reported Sales Data (“Crosswalks”). Customer Crosswalks must include a list of existing and potential Purchasing Entities and identify for each the appropriate customer type as defined by NASPO ValuePoint. Product Crosswalks must include Contractor’s part number or SKU for each Product in Contractor’s catalog and identify for each the appropriate Master Agreement category (and subcategory, if applicable), manufacturer part number, product description, eight-digit UNSPSC Class Level commodity code, and (if applicable) EPEAT value and Energy Star rating. Crosswalk requirements and fields may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. Contractor shall work in good faith with NASPO ValuePoint to keep Crosswalks updated as Contractor’s customer lists and product catalog change.

1.7.3.5 Executive Summary

Contractor shall, upon request by NASPO ValuePoint, provide NASPO ValuePoint with an executive summary that includes but is not limited to a list of states with an active Participating Addendum, states with which Contractor is in negotiations, and any Participating Addendum roll-out or implementation

activities and issues. NASPO ValuePoint and Contractor will determine the format and content of the executive summary.

1.7.4 NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

1.7.4.1 Staff Education

Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the master agreement and participating addendum process, and the manner in which eligible entities can participate in the Master Agreement.

1.7.4.2 Onboarding Plan

Upon request by NASPO ValuePoint, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.

1.7.4.3 Annual Contract Performance Review

Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.

1.7.4.4 Use of NASPO ValuePoint Logo

The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint. Contractor or its affiliates' logos may not be used by Lead State, NASPO ValuePoint, or any Participating State for any purpose without written permission from Contractor, except that NASPO ValuePoint may display Contractor's logo on its Portfolio website.

1.7.4.5 Most Favored Customer

Contractor shall, within thirty (30) days of their effective date, notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreement or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

1.7.5 Cancellation

In consultation with NASPO ValuePoint, the Lead State may, in its discretion, cancel the Master Agreement or not exercise an option to renew, when utilization of Contractor's Master agreement does not warrant further administration of the Master Agreement. The Lead State may also exercise its right to not renew the Master Agreement if the Contractor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than [two years] after execution of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement or terminate for default subject to the terms herein. This subsection also does not limit any right of the Lead State to cancel the Master Agreement under applicable laws.

1.7.6 Canadian Participation

Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.

1.7.7 Additional Agreement with NASPO

Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

1.8 Shipping and Delivery

1.8.1 Shipping Terms

All deliveries will be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor.

1.8.1.1 Notwithstanding the above, responsibility and liability for loss or damage will remain the Contractor's until final inspection and acceptance when responsibility will pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations.

1.8.2 Minimum Shipping

The minimum shipment amount, if any, must be contained in the Master Agreement. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered will be shipped without charge.

1.8.3 Inside Deliveries

To the extent applicable, all deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a

delivery to a location other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Costs to repair any damage to the building interior (*e.g.*, scratched walls, damage to the freight elevator, etc.) caused by Contractor or Contractor's carrier will be the responsibility of the Contractor. Immediately upon becoming aware of such damage, Contractor shall notify the Purchasing Entity placing the Order.

1.8.4 Packaging

All products must be delivered in the manufacturer's standard package. Costs must include all packing and/or crating charges. Cases must be of durable construction, in good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton must be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

1.9 Inspection and Acceptance

1.9.1 Laws and Regulations

Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.

1.9.2 Applicability

Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section IX will apply. This section is not intended to limit rights and remedies under the applicable commercial code.

1.9.3 Inspection

All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.

1.9.3.1 Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed when goods are put to use.

1.9.3.2 Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.

1.9.4 Failure to Conform

If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action

to ensure that future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of services performed.

1.9.5 Acceptance Testing

Purchasing Entity may establish a process, in keeping with industry standards, to ascertain whether the Product meets the standard of performance or specifications prior to Acceptance by the Purchasing Entity.

1.9.5.1 The Acceptance Testing period will be thirty (30) calendar days, unless otherwise specified, starting from the day after the Product is delivered or, if installed by Contractor, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing.

1.9.5.2 If the Product does not meet the standard of performance or specifications during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met.

1.9.5.3 Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Product still has not met the standard of performance or specifications, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.

1.9.5.4 Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section.

1.9.5.5 No Product will be deemed Accepted and no charges will be paid until the standard of performance or specification is met.

1.10 Warranty

1.10.1 Applicability

Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section 1.10 will apply.

1.10.2 Warranty

The tires are subject only to Contractor's standard limited warranty and its warranty policies currently available at www.commercial.bridgestone.com, as updated from time to time and in effect at the time of purchase (the "SLW"). The SLW is incorporated by reference into the terms of this Master Agreement. To the extent there is a conflict between this Master Agreement and the terms of the SLW, the SLW terms will govern. Except as specifically set forth herein, Contractor makes no warranty, either express or implied with respect to any product, and specifically disclaims all other warranties, including, without limitation, warranties for merchantability, non-infringement, and fitness for a particular purpose.

1.10.3 Breach of Warranty

Upon breach of the warranty set forth above, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the payments made on the Product that is being replaced.

1.10.4 Rights Reserved

The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

1.10.5 Warranty Period Start Date

The warranty period will begin upon Acceptance, as set forth in Section 1.9.

1.11 Product Title

1.11.1 Conveyance of Title

Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests.

1.11.2 Embedded Software

Transfer of title to the Product must include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license will be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

1.11.3 License of Pre-Existing Intellectual Property

Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third-party rights in the Pre-existing Intellectual Property.

1.12 Indemnification

1.12.1 General Indemnification

The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from any act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master

Agreement. For the avoidance of doubt and notwithstanding anything to the contrary herein, all parties to this Master Agreement or a Participating Addendum acknowledge that: (i) Contractor is providing the Products through its Affiliated Dealers and certain Independent Dealers; (ii) Contractor is responsible to the Lead State and Participating States for the wrongful acts, negligence, or other liabilities of its Affiliated Dealers; and (iii) all Independent Dealers shall be directly and fully responsible (without any liability to, or contribution from, Contractor or its employees or the Affiliated Dealers) to the Lead State and the Participating States for any wrongful acts, negligence, other liabilities, insurance requirements, and warranties directly related to the Products they provide under this Master Agreement.

1.12.1.1 The Contractor shall defend, indemnify, and hold harmless NASPO, NAPSO Value Point, the Lead State, Participating Entities, and the Purchasing Entities, along with their officers and employees, or its Affiliated Dealers, relating to the performance under this Master Agreement. Notwithstanding any other provision of this Master Agreement to the contrary, except for losses caused by Contractor, its employees, or its Affiliated Dealers' negligence or willful misconduct (as determined by a court of competent jurisdiction in a final, non-appealable order), in no event shall Contractor, its employees, or its Affiliated Dealers be liable for any loss of actual or anticipated profits, loss of anticipated business, downtime costs or delay claims (whether direct or indirect), nor for any other special, indirect, incidental, or consequential damages arising out of, relating to, or in any way in connection with this Master Agreement or the provision of Products hereunder, whether based in warranty, contract, tort, negligence, strict liability, or otherwise.

1.12.2 Intellectual Property Indemnification

The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use infringes Intellectual Property rights of another person or entity ("Intellectual Property Claim").

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1.12.2.1 The Contractor's obligations under this section will not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

1.12.2.1.1 provided by the Contractor or the Contractor's subsidiaries or affiliates;

1.12.2.1.2 specified by the Contractor to work with the Product;

1.12.2.1.3 reasonably required to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

1.12.2.1.4 reasonably expected to be used in combination with the Product.

1.12.2.2 The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of the Intellectual Property Claim. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.

1.12.2.3 The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of the Intellectual Property Claim and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim.

1.12.2.4 Unless otherwise set forth herein, Section 1.12 is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

1.13 Insurance

1.13.1 Term

Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. A Participating Entity may negotiate alternative Insurance requirements in their Participating Addendum, except that a Participating State cannot require Contractor to provide copies of its unredacted insurance policies unless otherwise required by such State's applicable law.

1.13.2 Class

Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum. Unless otherwise agreed in a Participating Addendum, an exception to the requirement to buy and maintain the required insurance is allowed when Contractor is 100% self-insured. In this case, Contractor may self-insure all of its obligations under this Contract provided that such program of self-insurance is in compliance with the laws of the Participating State(s) in which Contractor conducts business. Regardless of whether the insurance is through a third-party insurer or self-insurance, the certificate of

insurance will show the minimum dollar amount per occurrence and policy maximum per 13.3 below.

1.13.3 Coverage

Coverage must be written on an occurrence basis. The minimum acceptable limits will be as indicated below:

1.13.3.1 Contractor shall maintain Commercial General Liability insurance covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence and \$2 million general aggregate;

1.13.3.2 Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

1.13.4 Notice of Cancellation

Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

1.13.5 Notice of Endorsement

Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence mutually acceptable to the Contractor and Lead State that (1) provides that written notice of cancellation will be delivered in accordance with the policy provisions, and (2) provides that the Contractor's liability insurance policy will be primary, with any liability insurance of any Participating State as secondary; provided that Contractor's general liability insurance shall be primary only to the extent Contractor is required to indemnify the Lead State or other Participating Entities under Section 1.12 of this Agreement.

1.13.6 Participating Entities

Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section 1.13, except the endorsement is provided to the applicable Participating State or Participating Entity.

1.13.7 Furnishing of Certificates

Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

1.13.8 Disclaimer

Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

1.14 General Provisions

1.14.1 Records Administration and Audit

1.14.1.1 The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as will adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right will survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder. Any access to books, records, documents, or other evidence pursuant to this Section 14 shall be upon reasonable advanced notice, during normal business hours, unless mutually agreed upon otherwise.

1.14.1.2 Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.

1.14.1.3 The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement that requires the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

1.14.2 Confidentiality, Non-Disclosure, and Injunctive Relief

1.14.2.1 Confidentiality

Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients.

1.14.2.1.1 Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by

Contractor or its employees or agents in the performance of this Master Agreement, including but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information").

1.14.2.1.2 Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information.

1.14.2.1.3 Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity; or (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

1.14.2.2 Non-Disclosure

Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement.

1.14.2.2.1 Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information.

1.14.2.2.2 Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person.

1.14.2.2.3 Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose,

directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information.

1.14.2.2.4 Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits, and evidence of the performance of this Master Agreement.

1.14.2.2.5 If Contractor is requested by a court or governmental agency with competent jurisdiction to disclose any Confidential Information, Contractor will, to the extent legally permissible, promptly notify the applicable Purchasing Entity to that such Purchasing Entity may, in its sole discretion and at its own expense, seek a protective order, other appropriate remedy, or to narrow the scope of the required disclosure. Contractor will reasonable cooperate with the applicable Purchasing Entity in seeking any such protections.

1.14.2.3 Injunctive Relief

Contractor acknowledges that Contractor's breach of Section 1.14 would cause irreparable injury to the Purchasing Entity that cannot be inadequately compensated in monetary damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

1.14.2.4 Purchasing Entity Law

These provisions will be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

1.14.2.5 NASPO ValuePoint

The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to NASPO ValuePoint's Confidential Information, including but not limited to Participating Addenda, Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line-item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

1.14.2.6 Public Information

This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

1.14.3 Assignment/Subcontracts

- 1.14.3.1** Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.
- 1.14.3.2** The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties, to NASPO ValuePoint and other third parties.
- 1.14.3.3** Notwithstanding the foregoing, nothing herein shall prohibit the supply of products or services pursuant to this Master Agreement by Contractor's Approved Distributors.

1.14.4 Changes in Contractor Representation

The Contractor must, within ten (10) calendar days, notify the Lead State in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Lead State may provide feedback to Contractor regarding any changes in key personnel, as identified in the Contractor's proposal. The Contractor shall reasonably consider the Lead State's feedback and will propose replacement key personnel having substantially similar or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

1.14.5 Independent Contractor

Contractor is an independent contractor. Contractor has no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and shall not hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.

1.14.6 Cancellation

Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon sixty (60) days' written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision will not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

1.14.7 Force Majeure

Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or acts of war which are

beyond that party's reasonable control. The Lead State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement.

1.14.8 Defaults and Remedies

1.14.8.1 The occurrence of any of the following events will be an event of default under this Master Agreement:

1.14.8.1.1 Nonperformance of contractual requirements;

1.14.8.1.2 A material breach of any term or condition of this Master Agreement;

1.14.8.1.3 Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading;

1.14.8.1.4 Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

1.14.8.1.5 Any default specified in another section of this Master Agreement.

1.14.8.2 Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of thirty (30) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure will not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

1.14.8.3 If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

1.14.8.3.1 Any remedy provided by law;

1.14.8.3.2 Termination of this Master Agreement and any related Contracts or portions thereof;

1.14.8.3.3 Suspension of Contractor from being able to respond to future bid solicitations;

1.14.8.3.4 Suspension of Contractor's performance; and

1.14.8.3.5 Withholding of payment until the default is remedied.

1.14.8.4 Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

1.14.9 Waiver of Breach

Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Purchase Order. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order will not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, any Participating Addendum, or any Purchase Order.

1.14.10 Debarment

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

1.14.11 No Waiver of Sovereign Immunity

1.14.11.1 In no event will this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity

based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

1.14.11.2 This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

1.14.12 Governing Law and Venue

1.14.12.1 The procurement, evaluation, and award of the Master Agreement will be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award will be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's state.

1.14.12.2 Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the state serving as Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement will be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum will be in the Purchasing Entity's state.

1.14.12.3 If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

1.14.13 Assignment of Antitrust Rights

Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

1.14.14 Survivability

Unless otherwise explicitly set forth in a Participating Addendum or Order, the terms of this Master Agreement as they apply to the Contractor, Participating Entities, and Purchasing Entities, including but not limited to pricing and the reporting of sales and payment of administrative fees to NASPO ValuePoint, shall survive expiration of this Master Agreement and shall continue to apply to all Participating Addenda and Orders until the expiration thereof.

SECTION 2

Scope of Work

2.1 This Scope of Work describes the Deliverables being sought through this Contract.

2.2 Master Agreement Objectives

The purpose of this Master Agreement(s) is to provide competitive pricing for tire products and services through retail distribution networks to all Participating States.

This Master Agreement may be used by state governments (including departments, agencies, institutions), institutions of higher education, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), the District of Columbia, territories of the United States, and other eligible entities subject to approval of the using entities chief procurement official and compliance with local statutory and regulatory provisions.

2.3 Master Agreement Deliverables

The scope of this Contract includes specific full lines of tires and tubes as covered in the Manufacturer's Price List (MPL) and related services in the subcategories listed below.

2.3.1 Tires and Tubes Subcategories

1. Pursuit and Performance Tires
2. Automobile/Passenger Vehicles
3. Light Duty Trucks: Radial and Bias
4. Medium Commercial/Heavy Duty Trucks/Buses
5. Off-the-Road OTR: Radial and Bias
6. Agriculture/Farm
7. Industrial
8. Specialty Tires
9. Retread

2.3.2 Product and Service Specifications

2.3.2.1 General Tire Specifications

The quality for all tires shall be the equivalent or greater than Original Equipment Manufacturers (OEM) as original for automobiles, trucks, tractors, buses, backhoes, loaders, motor graders, and other heavy equipment. Tires supplied shall be marked with Federal Department of Transportation (DOT) compliance symbol. Tires shall conform to all applicable Federal Specifications.

All tires in subcategories one (1) through nine (9) shall be new, unused and shall have been produced or manufacturer within the last one (1) year prior to delivery to the purchasing Entity. Should an Authorized Dealer deliver a tire(s) with a manufacturing date exceeding the one (1) year limit, the Authorized Dealer shall pick up the expired tire(s) and replace them with tire(s) that meet

the manufacturing date requirement for no additional fee to the Purchasing Entity.

All tires shall have the size, manufacturer's name, DOT number, serial number, and indication of body material molded in side-wall at time of cure. The application of any of the above by any other means such as branding, application of decals, etc. shall not be acceptable.

Tires offered shall have been tested to meet or exceed American Society of Testing and Materials (ASTM) Standard F1922 for highway tires, F1923 for Off Road/Low Speed tires, and meet operations performance levels and marking requirements of Federal Standards FMVSS 109 for new pneumatic passenger tires, FMVSS 139 for new pneumatic radial tires for light vehicles, and FMVSS 119 for new pneumatic non-passenger Multi-Passenger Vehicles (MPVs), trucks, buses, and trailers.

2.3.2.1.1 Pursuit and Performance Tires

Pursuit and performance tires include tires for police and other pursuit vehicles and for other high-speed, performance vehicles. This subcategory includes any tire that is H, V, W, Y, or ZR rated or above. An H rating is the minimum speed rating for tires in this subcategory.

Tires shall be new, standard production tires expressly designed and certified by manufacturer for high speed operation and shall exhibit exceptional safety, stability, handling, and stopping characteristics. Contractor shall maintain evidence/certifications that such tires meet all laboratory test and size requirements of Federal Standards MVSS 109.

2.3.2.1.2 Automobile/Passenger Vehicles

These tires include common passenger car tires and are designated with a "P" at the beginning of the tire size. Common applications for these types of tires would be passenger cars and minivans.

Tires shall be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

2.3.2.1.3 Light Duty Trucks Radial and Bias

These tires can usually be identified by the letters "LT" at the beginning of the tire size. Common applications for these types of tires would be pickup trucks, sport utility vehicles, full size vans, and some trailers.

Tires shall be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

2.3.2.1.4 Medium Commercial/Heavy Duty Trucks/Buses

These tires do not have a letter at the beginning of the tire size. Common applications for these types of tires would be medium and heavy trucks, buses, semi-trucks, cargo, vans, and trailer tires. Tires in this subcategory have a diameter that is equal to or greater than twenty (20) inches. Tires shall be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

2.3.2.1.5 Off-the-Road OTR and Low Speed Off Highway Tires (Radial and Bias)

Common applications are heavy construction equipment such as wheel loaders, backhoes, graders, and trenchers.

Tires shall be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

2.3.2.1.6 Agricultural/Farm (Radial and Bias)

Common applications are farm tractors, wagons, harvesters, and other farm implements requiring tires with high traction qualities and tires with high flotation qualities at low inflation pressures.

Tires shall be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

2.3.2.1.7 Industrial

Common applications are specialty industrial equipment, some construction equipment, and material handling equipment such as skid loaders and forklifts and include pneumatic, nonpneumatic, and press on tires.

Tires shall be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

2.3.2.1.8 Specialty Tires

Specialty tires may include, but are not limited to, recreational, all-terrain-vehicle (ATV), boat trailer, yard and garden, and aviation tires. This category also includes all other tires not identified above. Tires shall be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

2.3.2.1.9 Retread Tires – Optional Service

A retread tire undergoes a manufacturing process to replace the worn tread on used tires to extend the longevity of the tire.

2.3.2.2 Low Roll Resistance Tires

Contractor must provide certified, low rolling resistance tires and identify them as low roll resistance tires in the MPL. Contractor is to also provide the fuel economy rating of the low roll resistance tires offered, for example, miles per gallon fuel efficiency increase or percentage of fuel economy increase.

2.3.2.3 Tubes

All inner tubes shall be standard production first line, heavy duty butyl tubes or natural rubber of fresh stock. All tubes shall be of quality not less than the tubes normally furnished in representative quantities by OEM as original equipment for automobiles, trucks, tractors, buses, backhoes, loaders, motor graders, and other heavy equipment. Tubes shall conform to all applicable federal specifications. All tubes shall be new and shall have been produced or manufactured within the last one (1) year prior to installation or delivery to the purchasing Entity.

2.3.2.4 Detailed Services Specifications

Contractor is asked to provide pricing on each of the below mentioned listed services that may be performed by their approved Authorized Dealers to include any parts and labor. Approved Authorized Dealers shall honor the services pricing in the Contract.

Contractor is asked to provide a list of its approved Authorized Dealers for each state. The Contractor(s) is responsible for the timeliness and quality of all services provided by the approved Distributors under this Contract. NASPO ValuePoint Participating States may elect to use these services listed below at their discretion.

Product installation and repairs, such as mounting, rotation, and balancing, shall be in accordance with manufacturer's recommended procedures of warranted new virgin-product tires for each product subcategory.

- a. Tire installation with purchase in store includes dismount of used tires and tubes
- b. Change tire, dismount and mount
- c. Flat repair, remove, repair and mount
- d. Flat repair, off vehicle
- e. Rotate mounted tires (per tire)
- f. New valve stem rubber or metal

- g.** Wheel balance – computer spin balance (per spin)
 - h.** Wheel balance – computer spin balance and valve stem combination
 - i.** Foam filled
 - j.** Alignment Services – If Contractor provides this service, the prices must be a percentage discount from list price for parts and a fixed price per hour for labor.
 - k.** Studding – Metal implants in the surface of the tread to improve traction on ice.
 - l.** Siping – The small slots that are cut or molded into a tire tread surface. These slots are meant to aid in increasing traction in snow, ice, mud, and wet road surfaces.
 - m.** Used tire recycle and disposal fee (per tire) – Some NASPO ValuePoint Participating States have statutes that only allow up to a specific fee to be charged. The Participating States with statute regulated fee caps will only pay the proposed amount or the statute price, whichever is lower.
 - n.** Bulk Disposal of Tires (Optional Service) – This is considered an additional chargeable service.
- Contractor must, when requested, place trailers on-site at any requesting using Entity for the disposal of scrap tires. Contractor must, on a will-call basis, within five (5) days' notification from requesting Purchasing Entity, remove and replace full trailers with empty trailers. Trailer capacity must be a minimum of six (6) tons or scrap tires. Contractor must dispose of scrap tires that are removed in Contractor provided trailers at an approved waste tire recovery area, other approved disposal methods. Contractor must invoice for disposal of scrap tires at the established Master Agreement price per ton. Contractor must submit with invoice, documentation of scrap tire disposal weight from a disposal site, if this is the method of disposal utilized by the Contractor. Contractor may return scrap tires mounted to wheels to Purchasing Entity if dismounting is required. With prior approval from the designated Purchasing Entity contract representative, Contractor may dismount scrap tires from wheels and invoice at the established Master Agreement price for such service. Contractor must return wheels to purchasing Entity for disposition unless instructed otherwise by purchasing Entity.
- o.** Tire Pressure Monitoring System (TPMS) – Vehicles all come with a TPMS which is built into the tire valve. When new tires are mounted on a vehicle with the TPMS system, the TPMS system is reinstalled with a new washer, valve, and valve cap (TPMS service kit).

2.3.3 Customer Service

- 2.3.3.1** The Contractor shall provide a website dedicated to any Participating State that includes, but, is not limited to, services, cost, technical specifications, online ordering, and payment capability.
- 2.3.3.2** The Contractor shall provide a dedicated customer service representative(s) for the Master Agreement. The representative shall be available to respond to all Participating Entity inquiries within two (2) business day. The representative shall be available to resolve any customer service issues.
- 2.3.3.3** The Contractor shall report Key Performance Indicators (KPIs) measuring their customer service and response time. The KPI report shall be issued to the Contract Administrator no later than sixty (60) days following the end of each calendar year.
- 2.3.3.4** A Contractor representative(s) shall attend an annual meeting with the Lead State Contract Administrator and sourcing team to review usage and discuss any issues that are occurring, if requested. The Contractor shall be prepared to discuss overall effectiveness of contract, total sales, and customer service. The representative shall be responsible to conduct and/or coordinate sales meetings, training sessions, and product demonstrations if required.

2.3.4 Multi-Accounts within a Using Entity

Using Entities may have different agencies, departments, or divisions utilizing the goods and/or services provided by Contractor(s). Therefore, Contractor(s) shall be able to process multiple individual accounts and unique users within a Purchasing Entity.

2.3.5 Payment Types

Contractor shall accept mailed and electronic payments/P-Cards and cannot charge additional transaction fees under this Master Agreement. Contractor shall accept each Participating Entity's payment terms established in their Participating Addendum.

2.3.6 Recruiting and Education of Approved Distributors

Contractor shall agree to continue recruiting dealers to become Approved Distributors for Participating Entities for the duration of the Master Agreement. Contractor shall further agree to continue outreach with regards to the training of Approved Distributors on the terms and requirements of the Master Agreement and relaying billing procedures for each respective Participating Entity.

2.4 Contractor Responsibilities and Tasks

2.4.1 Administrative Fees

- 2.4.1.1** The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based

on all sales of products and services under the Master Agreement (less any charges for taxes and shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing in the contract.

2.4.1.2 Additionally, some Participating Entities may require an additional administrative fee be paid directly to the state only on purchases made within that state. For all such requests, the fee level, payment method, and schedule for such reports and payments shall be incorporated into the Participating Addendum that is made part of this Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for such purchased made by Purchasing Entities within the jurisdiction of the state. All such payments shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee shall be based on the gross amount of all sales (less any charges for taxes and shipping) at the adjusted prices (if any) in Participating Addenda.

2.4.2 NASPO ValuePoint Summary and Detailed Usage Reports

The Contractor shall provide the following NASPO ValuePoint reports.

2.4.2.1 Summary Sales Data – The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at:

<https://calculator.naspovaluepoint.org/>

2.4.2.2 Contractor agrees, as Participating Addendums become executed, if requested by ValuePoint personnel to provide plans to launch the program within the Participating State. Plans shall include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the contract offer as available in the participating state.

2.4.2.3 Contractor agrees, absent anything to the contrary outlined in a Participating Addendum, to consider Participating Entities proposed terms and conditions, as deemed important to the Participating Entity, for possible inclusion into the Participating Addendum. Contractor shall ensure that their sales force is aware of this contracting option.

2.4.2.4 Contractor agrees to participate in an annual contract performance review at a location selected by the Lead State and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of administrative fees.

2.4.3 Price and Rate Guarantee Period

All prices and rates shall be guaranteed for the initial six (6) month period of the Master Agreement. Following the initial six (6) month period of the Master Agreement, the Contractor may request for a price or rate adjustment for an equal guarantee period of six (6) months, and shall be made at least sixty (60) days prior to the effective date. Requests for price or rate adjustment shall include sufficient documentation supporting

the request. Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to prices or rate shall be allowed.

2.5 Lead State Responsibilities and Tasks

2.5.1 Adjustment in Pricing

The Lead State Contract Administrator and Multistate Sourcing Team shall review the Contractor's request for a price or rate adjustment at least forty-five (45) days prior to the effective date. The Lead State Contract Administrator shall notify the Contractor their requested price or rate adjustment was approved or shall be resubmitted for approval at least thirty (30) days prior to the effective date.

2.5.2 Contract Extensions

The Lead State Contract Administrator shall give the Contractor written notice of its intent whether to exercise each renewal option no later than ninety (90) days before the end of the Contract's then-current term.

2.5.3 Annual Review Meeting

The Lead State Contract Administrator shall coordinate a date and time that aligns with the Contractor, Contract Administrator, and Multistate Sourcing Teams schedule for the annual review meeting. The meeting shall be held in Des Moines, Iowa.

2.5.4 Participating Addendum Escalation Contact

The Lead State Contract Administrator shall be the escalation contact for a Participating Entity when the Contractor fails to respond to correspondence with the Participating Entity or if an issue or problem is not resolved in a timely fashion.

SECTION 3

Pricing

3.1 Tires Pricing

Tire pricing includes all anticipated charges, including but not limited to, freight to dealer locations, cost of product and services, transaction fees, overhead, profits, and other costs or expenses incidental to the Contractor's performance. Tire and Tube pricing does not include delivery to Purchasing Entities. Contractor's discount off of Manufacturer's Price List (MPL) pricing is shown below:

Tires and Tubes by Subcategory				
Subcategory #	Tire and Tube Type	Percent Discount	MPL Name	MP: Date
B1	Pursuit and Performance Tires	62%	BS CONFIDENTIAL CATALOG	9/1/2023
B2	Automobile/Passenger Vehicles	43%	BS CONFIDENTIAL CATALOG	9/1/2023
B3	Light Duty Trucks:			
	3a. Radial	37%	BS CONFIDENTIAL CATALOG	9/1/2023
	3b. Bias	37%	BS CONFIDENTIAL CATALOG	9/1/2023
B4	Medium Commercial/Heavy Duty Trucks/Buses	46%	BS CONFIDENTIAL CATALOG	9/1/2023
B5	Off Road			
	5a. Off Road Radial	37%	BS CONFIDENTIAL CATALOG	9/1/2023
	5b. Off Road Bias	37%	BS CONFIDENTIAL CATALOG	9/1/2023
B6	Agriculture/Farm			
	6a. Farm	23%	BS CONFIDENTIAL CATALOG	9/1/2023
	6b. Forestry	33%	BS CONFIDENTIAL CATALOG	9/1/2023
B7	Industrial Tires	33%	BS CONFIDENTIAL CATALOG	9/1/2023
B8	Specialty Tires (Motorcycle)	30%	BS CONFIDENTIAL CATALOG	9/1/2023
B9	EV Tires	EV WILL BE IN RESPECTIVE SUBCATEGORY		
B10	Retread	40%	BS CONFIDENTIAL CATALOG	9/1/2023

3.2 Tire Services Pricing

Tire services include all minor parts and labor as a total service rate. Flat rate pricing and availability of services is shown below:

NASPO ValuePoint Pricing for Services											
Type of Service	Product Category	Sub-Category #1 & 2	Product Sub-Category #3	Product Sub-Category #4		Product Sub-Category #5	Product Category #6	Product Sub-Category #7	Product Sub-Category #8	Product Sub-Category #9	Product Sub-Category #10
	Pursuit, Performance, Passenger, Automobile		Light Duty Trucks	Medium Commercial/ Heavy Duty/Bus		Off Road	Agriculture/Farm	Industrial	Specialty	EV Tires	Retread
				Single	Dual						
1	Tire Installation w/purchase in store includes dismount of used tires and tubes (per tire)	\$6.00	\$18.75	\$30.25	\$34.75	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ
2	Change tire, dismount and mount	\$15.00	\$37.75	\$30.50	\$35.00	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ
3	Flat Repair, remove, repair and mount	\$25.75	\$42.00	\$65.00	\$69.50	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ
4	Flat repair, off vehicle	\$20.50	\$28.50	\$43.50	\$48.00	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ
5	Rotate mounted tires (per tire)	\$3.75	\$3.75	\$47.75	\$52.25	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ
6	New valve stem rubber or metal (per tire)	\$3.00	\$3.00	\$9.00	\$9.00	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ
7	Wheel balance-computer spin balance (Per Tire)	\$22.50	\$22.50	\$47.50	\$52.00	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ
8	Wheel balance/Valve stem combo (per tire)	\$13.50	\$13.50	\$56.50	\$61.00	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ
9	Alignment services (Minor parts shall be included in the pricing of the individual services below.)										
	9a. Standard two wheel alignment	\$77.99	\$77.99	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ
	9b. Four wheel alignment	\$79.99	\$79.99	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ
	9c. Bushing/cam alignment	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ
10	Studding (per tire) - To be performed on new tires only.	\$16.50	\$16.50	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ
11	Siping (per tire)	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ
12	Used tire recycle/disposal fee (per tire)	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ
13	Bulk tire disposal (min. of six tons capacity)	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ
14	Tire pressure monitoring kit (per Tire)	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ
REFERENCE: LDQ - LOCAL DEALER QUOTE											
REFERENCE: BRIDGESTONE US STANDARD SERVICE & LABOR RATES CATALOG											

SECTION 4 CONTACTS

4.1 Bridgestone

Gregg Trosper

615.815.0769

trospregg@bfusa.com

4.2 State of Iowa – DAS/Procurement Contact

Craig Trotter

515.322.8593

craig.trotter@iowa.gov

4.3 NASPO-Valuepoint

Josh Descoteaux

589.551.0958

jdescoteaux@naspo.org



Your Journey, Our Passion

Truck Tire Limited Warranty & Safety Manual



TIRE WARRANTY, MAINTENANCE and SAFETY MANUAL

BRIDGESTONE TRUCK TIRES

Congratulations on your purchase of quality BRIDGESTONE 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 BRIDGESTONE 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 Bridgestone 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 Bridgestone brand truck tire retailer.
- For coverage under the Enhanced Casing Limited Warranty, the eligible tire must have been used only in long haul, regional, 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.
- For coverage under the "Premium Casing Enhanced Limited Warranty" that was in effect for certain patterns and certain sizes purchased between 11/1/2007 and 1/1/2012, refer to the Bridgestone Truck Tire Limited Warranty that would have been in effect at the time of the original sale.

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 (seven years for certain tires, see the section entitled "Enhanced Casing Limited Warranty") 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 Bridgestone 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.

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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

Bridgestone 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

Bridgestone 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 Bridgestone brand truck tire on a pro rata basis. To determine the 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.

ENHANCED CASING LIMITED WARRANTY

The Enhanced Casing Limited Warranty will apply if all the "ELIGIBILITY" requirements listed above are met and an eligible pattern, size and load range tire becomes unusable for any reason (see exclusions in the section entitled "What This Limited Warranty Does Not Cover") within the manufacturer's control within seven years from the date of tire manufacture and an unlimited number of retreads, the casing credit will be as follows:

- Eligible Patterns: R287A, R283 Ecopia, R280, R260, R250, M726EL, M720, M710 Ecopia, M770, R195, R197, R197 Ecopia
- Eligible Sizes & Load Ranges: 295/75R22.5, 11R22.5, 255/70R22.5, 285/75R24.5, 11R24.5 (Load Ranges G & H)

Original Tread or Retread Count	Dollar Values
Original Tread	\$130
1st Retread	\$100
2nd Retread	\$75
3rd Retread	\$50
4th & Subsequent Retreads	\$25

- Eligible Pattern: R250
- Eligible Sizes and Load Ranges: 225/70R19.5, 245/70R19.5, 265/70R19.5 (Load Ranges G & H)

Original Tread or Retread Count	Dollar Values
Original Tread	\$100
1st Retread	\$75
2nd Retread	\$50
3rd Retread	\$25
4th & Subsequent Retreads	\$25

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 Bridgestone 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.

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 Bridgestone 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 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 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.

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 Americas Tire Operations, LLC strongly recommends you read and follow all safety information contained in this manual, tire industry publications such as those published by the Rubber Manufacturer's Association (RMA), 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.

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I 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).

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.
- 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

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 Rubber Manufacturers Association (RMA) 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 RMA-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 Rubber Manufacturers Association, 1400 K Street, NW Washington, D. C. 20005 (www.rma.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.

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

Bridgestone 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 Bridgestone 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

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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 www.trucktires.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:

Rubber Manufacturers Association
1400 K Street, N.W.
Washington, DC 20005-2403
www.rma.org

Rubber Association of Canada
2000 Argentia Road, Plaza 4, Suite 250
Mississauga, Ontario L5N 1W1
www.rubberassociation.ca

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 Bridgestone 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
535 Marriott Drive, Nashville, TN 37214
(615) 937-1000**

TECHNICAL SERVICE CENTERS

WEST REGION

2500 S. Doubleday
Ontario, CA 91761

CENTRAL REGION

2100 Internationale Pkwy
Woodridge, IL 60517

EAST REGION

201 Bridgestone Pkwy
Lebanon, TN 37090

WWW.TRUCKTIRES.COM

BANDAG LIMITED LIFETIME NATIONAL WARRANTY (UNITED STATES)

1. **LIMITED LIFETIME 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 limited lifetime warranty applies only to certain tread manufactured after April 30, 2017. The limited lifetime 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 limited lifetime warranty will cover no more than 10% of the original price of the tread.

2. **EXCLUSIONS TO THE LIMITED LIFETIME WARRANTY.** The limited lifetime 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.

- a. BANDAG Retreads (excluding Intermodal Retreads) failing due to defects in workmanship or materials other than casings defects:

- i. 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%

- ii. 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%

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

- i. 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%

- ii. 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%

- c. 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
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is provided) Date of Purchase to Warranty Adjustment Date	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)

*Casing allowances as provided in the above table are not subject to proration and are subject to change by Bandag without notice.

7. **ADDITIONAL WARRANTY EXCLUSIONS.** The warranties set forth in Sections 1 and 2 above do not cover:
- Failure of BANDAG Retreads used in other than normal operating conditions; or
 - Tire damage, failure or disablement due to the following causes:
 - Road hazard (e.g., cuts, snags, bruises, punctures, impact breaks);
 - Improper inflation, overloading, abuse, neglect, collision, fire, wheel misalignment, incorrect or improper mounting;
 - Vehicle damage;
 - Curbing, flat spots caused by skidding or panic stops, vandalism, or chemical corrosion;
 - Repairs or installation by a non-Bandag dealer; or
 - High speed; or
 - Continuum® tread products.
8. **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.

9. **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.**

BRIDGESTONE

Firestone and associated brands

Warranty Manual

Replacement Market Passenger and Light Truck Tires

including



Tires with Run-Flat Technology



EN

REPLACEMENT MARKET

PASSENGER AND LIGHT TRUCK TIRES INCLUDING RFT TIRES WITH RUN-FLAT TECHNOLOGY

WHAT IS AN ELIGIBLE TIRE

Congratulations! You have just purchased quality tires from a BRIDGESTONE, FIRESTONE, or ASSOCIATED BRANDS dealer (referred to in this section of the 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 separate limited warranty manuals 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 US after December 31, 2021.
- 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 retail 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 retailer to see if they have specific warranty processing requirements.
- 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.

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 RFT tires only, improper run-flat or low tire pressure operation**, including, without limitation: exceeding speed, distance, or other run-flat/low-pressure operation limitations.

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 mileage warranty.** (Exception: certain coverage applies to Bridgestone Duravis and Firestone Transforce tires if used in commercial service)

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.

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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 1/32 inch (0.8 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. **Weather/ozone cracking is not** covered under the Bridgestone Platinum Pact or the Firestone Gold Pledge and is only covered under the terms of this Limited Warranty.

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 Brands tire either free of charge or for a prorated amount if the tire becomes unusable for any reason within the manufacturer's control under 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.

- **After the free tire replacement period,** 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, disposal fees, and other service charges may be added to the replacement price.
- **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 Brands tire 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, disposal fees, and other service charges may be added to the replacement price.
- **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.”

All Bridgestone brand passenger and light truck tires—except RFT/Run-Flat, Potenza RE-11, Potenza RE-11A, Potenza RE-11R, Potenza RE71R, Potenza RE-71RS, pursuit tires, original equipment tires on new vehicles, winter, and “temporary use” spare tires—sold in sets of 4 or more tires through an authorized retailer are covered by the 90 Day Buy & Try Guarantee. Tires in commercial truck tire sizes (17.5 inch, 19.5 inch, 22.5 inch, or 24.5 inch rim diameter) or in flotation tire sizes are **NOT** covered by the 90 Day Buy & Try.

The DriveGuard, DriveGuard Plus, Potenza RE960AS RFT and Turanza EL400 RFT patterns are covered by the 90 Day Buy & Try Guarantee.

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 for a full refund or exchange. Original proof of purchase is required.

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. A tire covered by the Gold Pledge Limited Warranty will be replaced with an equivalent new Bridgestone, Firestone or Associated Brands tire either free of charge or for a prorated amount if the tire becomes unusable for any reason within the manufacturer’s control under 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.
- **After the free tire replacement period**, 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, disposal fees, and other service charges may be added to the replacement price.

- **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 Brands tire 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, disposal fees, and other service charges may be added to the replacement price.
- **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

All Firestone brand passenger and light truck tires—except RFT/Run-Flat, original equipment tires on new vehicles, pursuit tires, winter and “temporary use” spare tires—sold in sets of 4 or more tires through an authorized retailer are covered by the 90 Day Buy & Try Guarantee. Tires in commercial truck tire sizes (17.5 inch, 19.5 inch, 22.5 inch, or 24.5 inch rim diameter) or in flotation tire sizes are **NOT** covered by the 90 Day Buy & Try.

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 for a full refund or exchange. Original proof of purchase is required.

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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 will apply if (i) all the “ELIGIBILITY” requirements listed in the Limited Warranty are met and (ii) an eligible Fuzion Brand pattern, size and load range tire becomes unusable for any reason within the manufacturer’s control within 5 years from the date of tire purchase (proof of purchase date required) or 6 years from the date of manufacture (without proof of purchase date), subject to certain exclusions set forth in the “What This Limited Warranty Does Not Cover” section of the Limited Warranty.

The Fuzion Brand Limited Warranty will be as follows:

- **Free replacement during the first 50% of the tread life of the tire** if it becomes unusable for any reason within the manufacturer’s control up to 3 years from date of purchase (proof of purchase date required). The free replacement will be with an equivalent new Fuzion brand tire. If a Fuzion brand tire is unavailable, any equivalent (or better) Bridgestone / Firestone or associated brand tire may be substituted at Bridgestone’s discretion. The appropriate taxes, mounting, balancing, disposal fees, and other service charges may still apply.
- **After the free replacement period** noted above (or if the tire is past the first 50% of tread life), if the tire becomes unusable for any reason within the manufacturer’s control within 5 years from the date of tire purchase (proof of purchase date required) or 6 years from the date of manufacture (without proof of purchase date), the tire will be replaced with an equivalent new Fuzion brand tire for a prorated purchase price. If a Fuzion brand tire is unavailable, any equivalent (or better) Bridgestone / Firestone or associated brand tire may be substituted at Bridgestone’s discretion. 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, disposal fees, and other service charges may be added to the replacement price.
- **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

An eligible tire covered by the Primewell Brand Limited Warranty will be replaced with an equivalent new Primewell brand tire for a prorated purchase price if it becomes unusable for any reason within the manufacturer’s control under the following conditions (If a Primewell brand tire is unavailable, any equivalent (or better) Bridgestone / Firestone or associated brand tire may be substituted at Bridgestone’s discretion.):

- **There is no free replacement period.**
- **Coverage** extends up to 4 years from the date of purchase (proof of purchase date required). Without proof of purchase date, then 5 years from the date of tire manufacture. During this period, the tire will be replaced charging a prorated amount. 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, disposal fees, and other service charges may be added to the replacement price.
- **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 honored under this limited warranty.

LIMITED MILEAGE WARRANTY

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), the tire will be replaced with an equivalent new Bridgestone, Firestone or Associated Brands tire under the following conditions for a prorated purchase price:

- **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.
- 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, disposal fees, and other service charges may be added to the replacement price.
- 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 1/32 (0.8 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, disposal fees, and other service charges may be added to the replacement price).

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, disposal fees, and other service charges may be added to the replacement price).

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, disposal fees, and other service charges may be added to the replacement price).

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

Alenza A/S Ultra	80,000 Miles
DriveGuard (H/V speed rating)	60,000 Miles
DriveGuard (W speed rating)	50,000 Miles
DriveGuard Plus	65,000 Miles
Dueler A/T Revo 2 (D696) ¹	50,000 Miles
Dueler A/T Revo 3 ¹	60,000 Miles
Dueler A/T Revo 3 (LT Sizes)	50,000 Miles
Dueler H/L 422 Ecopia	65,000 Miles
Dueler H/L Alenza	65,000 Miles
Dueler H/L Alenza (W speed rating)	40,000 Miles
Dueler H/L Alenza Plus (H speed rating)	80,000 Miles
Dueler H/L Alenza Plus (W speed rating)	55,000 Miles
Dueler H/P Sport AS	40,000 Miles
Dueler H/T (D684II)	60,000 Miles
Dueler H/T (685) (LT Sizes)	50,000 Miles
Dueler H/T (D689)	60,000 Miles
Ecopia EP422	65,000 Miles
Ecopia EP422 Plus	70,000 Miles

Ecopia H/L 422 Plus	70,000 Miles
Potenza RE960AS Pole Position RFT	40,000 Miles
Potenza RE970AS Pole Position	40,000 Miles
Potenza RE97AS (V speed rating)	55,000 Miles
Potenza RE97AS (W speed rating)	45,000 Miles
Potenza RE980AS	50,000 Miles
Potenza RE980AS +	50,000 Miles
Turanza EL400 RFT ²	40,000 Miles
Turanza Serenity Plus (EL64) (H speed rating)	80,000 Miles
Turanza Serenity Plus (EL64) (V speed rating)	75,000 Miles
Turanza Serenity Plus (EL64) (W speed rating)	50,000 Miles
Turanza QuietTrack	80,000 Miles
WeatherPeak	70,000 Miles

¹ P-Metric sizes only ² P225/60RF17 only

Firestone

Affinity Touring S4	50,000 Miles
Affinity Touring T4	50,000 Miles
All Season (all other sizes)	65,000 Miles
All Season (CUV intended sizes)	See table below
Champion Fuel Fighter	70,000 Miles
Champion HR	40,000 Miles
Destination LE ¹	60,000 Miles
Destination LE2 ¹	60,000 Miles
Destination LE3 ¹	70,000 Miles
Destination AT ¹	50,000 Miles
Destination AT2	55,000 Miles
Destination AT Special Edition ¹	50,000 Miles
Destination ST	40,000 Miles
Destination XT	50,000 Miles
Firehawk AS V2	50,000 Miles
Firehawk Wide Oval AS (speed rating H/V)	50,000 Miles
Firehawk Wide Oval AS (speed rating (W)	40,000 Miles
FR710	65,000 Miles
Precision Sport	40,000 Miles
Precision Touring	70,000 Miles
WeatherGrip	65,000 Miles

215/70R16	55,000 Miles
225/70R16	55,000 Miles
P235/70R16	55,000 Miles
225/65R17	55,000 Miles
235/65R17	55,000 Miles
235/65R18	55,000 Miles
P255/65R18	55,000 Miles
235/60R18	55,000 Miles
245/60R18	55,000 Miles
265/60R18	55,000 Miles
225/55R18	55,000 Miles
235/55R18	55,000 Miles
P255/60R19	55,000 Miles
235/55R19	55,000 Miles
245/55R19	55,000 Miles
P255/55R20	55,000 Miles
P245/50R20	55,000 Miles

¹ P-Metric sizes only

EXACT REPLACEMENT FOR ORIGINAL EQUIPMENT
TIRES

Firestone

Description	Article No	Size	Speed	Miles
AFFINITY TOURING S4 FF	131657	P205/65R16	S	50,000
AFFINITY TOURING S4 FF	000240	P195/65R15	H	50,000
AFFINITY TOURING S4 FF	013873	205/65R16	H	50,000
DESTINATION A/T	003345	P245/65R17	T	50,000
DESTINATION LE 2	002360	245/60R18	H	60,000
DESTINATION LE 2	003351	225/60R17	T	60,000
DESTINATION LE 2	003352	225/65R17	T	60,000
DESTINATION LE 2	006513	P265/65R17	S	60,000
DESTINATION LE 2	006578	225/65R17	H	60,000
DESTINATION LE 2	000223	P245/75R16	S	50,000
FIREHAWK GT H	001548	185/55R15	H	50,000
FIREHAWK GT V	134054	245/45R20	V	50,000
FR710	066105	P215/55R17	S	65,000
FR710	134037	P225/60R18	T	65,000
FR710	006505	P235/60R17	T	65,000
FT140	021285	215/55R16	H	50,000
FT140	006518	205/55R16	H	50,000
FT140	000265	215/50R17	H	50,000
FT140	003196	P205/65R16	H	50,000

Bridgestone

Description	Article No	Size	Speed	Miles
ALENZA A/S 02	005510	275/60R20	S	65000
ALENZA A/S 02	009159	255/65R18	T	65000
ALENZA A/S 02	008922	275/50R22	H	65000
ALENZA A/S 02	007157	275/50R22	T	65000
ALENZA A/S 02	009160	225/65R17	H	65000
ALENZA SPORT A/S	004433	255/50R20	H	40000
ALENZA SPORT A/S	009620	255/50R20	H	40000
DUELER A/T REVO 3	012259	P265/65R18	T	60,000
DUELER A/T RH-S	005493	275/60R20	S	40,000
DUELER A/T RH-S	000865	255/70R18	T	40,000
DUELER A/T RH-S	003349	245/75R17	T	40,000
DUELER A/T RH-S	002993	P265/70R17	S	40,000
DUELER A/T RH-S	007159	255/65R17	T	40,000
DUELER H/L 400	009161	265/50R20	T	50,000
DUELER H/L 422 ECOPIA	006508	P245/60R18	T	50,000
DUELER H/L ALENZA	058574	P275/55R20	H	65,000
DUELER H/L ALENZA	053967	P275/55R20	S	65,000
DUELER H/L ALENZA	023716	P285/45R22	H	65,000
DUELER H/L ALENZA	007156	P255/55R20	H	65,000
DUELER H/L ALENZA PLUS	004083	P235/50R19	H	80,000
DUELER H/P SPORT AS	142367	225/65R17	T	40,000
DUELER H/P SPORT AS	000234	225/65R17	H	40,000
DUELER H/P SPORT AS	000235	225/60R18	H	40,000
DUELER H/P SPORT AS	000200	245/60R18	H	40,000
DUELER H/P SPORT AS	004440	235/55R20	H	40,000
DUELER H/T 684 II	030456	P265/65R17	S	60,000
DUELER H/T 684 II	055089	P275/65R18	T	60,000
DUELER H/T 684 II	116816	P265/70R17	S	60,000
DUELER H/T 684 II	112889	P285/60R18	V	60,000
DUELER H/T 684 II	142741	P245/70R17	S	60,000
DUELER H/T 684 II	142758	P245/60R20	H	60,000
DUELER H/T 684 II	149779	P275/60R20	H	60,000
DUELER H/T 684 II	149796	P275/50R22	H	60,000
DUELER H/T 684 II	004945	P255/70R18	T	50,000
DUELER H/T 684 II	002959	P255/70R17	S	50,000
DUELER H/T 685	003348	245/75R17	T	50,000
DUELER H/T 685	003794	275/65R18	T	50,000
DUELER H/T 685	007160	255/65R17	T	50,000
DUELER H/T 685	007167	265/60R18	T	50,000
DUELER H/T 685	003492	255/70R18	T	50,000
DUELER H/T 689	076554	P255/65R16	S	60,000

DUELER H/T 689	092061	P265/70R16	S	60,000
DUELER H/T 689	032020	265/70R16	S	60,000
ECOPIA EP422 PLUS	001863	P205/60R16	H	70,000
ECOPIA EP422 PLUS	001667	195/65R15	H	50,000
ECOPIA EP422 PLUS	003193	205/55R16	H	50,000
ECOPIA EP422 PLUS	007223	205/60R16	H	70,000
ECOPIA EP422 PLUS	007237	205/55R17	H	70,000
ECOPIA EP422 PLUS	000219	215/55R17	V	70,000
ECOPIA H/L 422 PLUS	000227	235/55R20	V	70,000
ECOPIA H/L 422 PLUS	000864	265/50R20	T	70,000
ECOPIA H/L 422 PLUS	001208	235/55R18	H	70,000
ECOPIA H/L 422 PLUS	000888	235/65R17	H	70,000
ECOPIA H/L 422 PLUS	007236	215/65R17	H	70,000
ECOPIA H/L 422 PLUS	007235	235/55R18	H	70,000
ECOPIA H/L 422 PLUS	000889	235/60R18	H	50,000
ECOPIA H/L 422 PLUS	000985	225/65R17	H	50,000
ECOPIA H/L 422 PLUS	007151	225/55R19	H	50,000
POTENZA RE92	087939	P165/65R14	S	40,000
POTENZA RE97AS	000894	235/45R18	V	55,000
POTENZA RE97AS	013856	225/50R18	H	55,000
POTENZA RE97AS	003195	225/40R18	H	55,000
POTENZA RE97AS	005839	P245/40R20	V	40,000
POTENZA RE97AS	004640	P245/40R20	V	55,000
TURANZA EL440	000220	235/45R18	V	50,000
TURANZA EL440	000221	235/40R19	V	50,000
TURANZA EL440	000216	235/60R18	H	50,000
TURANZA EL440	002358	235/60R18	H	50,000
TURANZA EL440	002359	235/55R19	H	50,000

COVERED TIRES AND WARRANTED MILEAGE FOR LIMITED MILEAGE WARRANTY:

Fuzion

Fuzion A/T	45,000 Miles
Fuzion SUV	50,000 Miles
Fuzion UHP Sport AS	40,000 Miles
Fuzion Touring A/S	55,000 Miles
Fuzion Touring ³	55,000 Miles
Fuzion Touring ²	60,000 Miles
Fuzion Highway ¹	50,000 Miles
Fuzion All-Terrain ¹	50,000 Miles
Fuzion All-Terrain (LT Sizes)	50,000 Miles
Fuzion Sport	50,000 Miles

¹ P-Metric sizes only

² For tires manufactured in 2022 or beyond as indicated by the date code

³ For tires manufactured prior to 2022 as indicated by the date code

Primewell

Valera Touring	50,000 Miles
Valera Touring II	50,000 Miles
PZ900	40,000 Miles
PS830	40,000 Miles
PS850	40,000 Miles
PS860	40,000 Miles
PS890 Touring	50,000 Miles
Valera AT ¹	50,000 Miles
Valera HT ¹	50,000 Miles
Valera Sport AS	40,000 Miles

¹ P-Metric sizes only

REPLACEMENT WARRANTY FOR ALL BRANDS

If you receive a 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 or Firestone retailer. 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 retail 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 retailer to see if they have specific warranty processing requirements.

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. You should 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.

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 using the tire in the United States. For warranty conditions outside the United States, see your local Bridgestone or Firestone distributor.

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 or Firestone retailer. 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 retail 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 retailer to see if they have specific warranty processing requirements.

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





Front _____ PSI
Rear _____ PSI

J

F

M

A

M

J

J

A

S

O

N

D

MAINTENANCE RECORD

Mileage	Date	Retailer	Inspection	Rotation	Balance	Alignment

