



Excel Tire & Wheel Limited Warranty

EXCEL'S HIGHWAY AND NON HIGHWAY TIRE WARRANTY

Applies only to the original owner and purchaser of a new Excel tire that fails due to a defect in material and or workmanship for a period of four (4) years from the date of production. The warranty is void if the tire fails due to damage due to fire, accident, malicious mischief, improper inflation, improper use, running flat, over loading or road hazards. What is also not covered are damages caused by road hazards, cuts, snags, punctures, impact breaks and premature or irregular wear due to improper inflation or alignment. Tires with weather cracking which were produced more than four (4) years to presentation of claim of are not covered.

Excel does not cover loss of time, inconvenience, loss of the use of the vehicle, cost of towing or transportation, or consequential damage of any type or nature. Any implied warranty, including merchantability and or fitness for a particular purpose, is limited to the duration of this written warranty or four (4) years, whichever is less.

Tires or Wheels are not covered under our warranty when used in racing or competition.

LIMITED 2 YEAR WHEEL WARRANTY

Excel Tire & Wheel warrants to the original purchaser that its wheels shall be free from defects in the material and workmanship for a period of two (2) years from the date of the first sale of the vehicle incorporating such component.

WHAT YOU MUST DO

In order to make a claim:

1. You must be the original purchaser of the vehicle/component of which the wheels were originally installed.
2. You must promptly notify us within the warranty period of any defect and provide us with any substantiation that we may reasonably request.
3. The wheels must have been installed and maintained in accordance with good industry practice and any specific Excel Tire & Wheel recommendations.

EXCLUSIONS

This warranty does not extend to or does not cover defects caused by:

1. Normal wear and tear.
2. Improper installation or use.
3. Improper wheel nut torque.

LIMITATIONS

1. In all cases, Excel Tire & Wheel reserves the right to fully satisfy its obligations under the Limited Warranty by refunding the then-current list price of the defective wheel (or, if the wheel has been discontinued, of the most nearly comparable current product).
2. This warranty is nontransferable.

GENERAL

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXCEPT THAT OF TITLE, WHETHER WRITTEN, ORAL OR IMPLIED, IN FACT OR IN LAW (INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE).

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

THE DURATION OF ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THE EXPRESS WARRANTIES HEREIN. EXCEL TIRE & WHEEL HEREBY EXCLUDES INCIDENTAL AND CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF TIME, INCONVENIENCE, LOSS OF USE, TOWING FEES, TELEPHONE CALLS OR COST OF MEALS, FOR ANY BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Some states do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the above exclusion or limitation may not apply to you.