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Warranty

Lionshead directly manages and adjudicates all of our warranty requests in house. We frequently review and share data on any unique warranty requests to insure that our proposed solution is consistent with OEM expectations. To download the Lionshead Tire and Wheel Warranty Request Form click [here](#).

All forms can be filled out and submitted to: bscott@lionsheadtireandwheel.com

Lionshead Specialty Tire & Wheel Warranty Policy

1. Applicability. This warranty policy (the "**Policy**") includes the only express warranties accompanying the sale of the tires and wheels ("**Goods**") by Lionshead Specialty Tire & Wheel, LLC (the "**Seller**") to the buyer named on the reverse side of these Terms ("**Buyer**"). Any product, no matter how well constructed, may fail in service or become unserviceable due to conditions beyond the control of the manufacturer. Under no circumstance is this Policy a representation that a failure cannot occur. This Policy is applicable only to the original purchaser of the Goods and is not transferable.
2. Limited Warranties.
 1. Lionshead ST (Specialty Trailer) Radial Tire Limited Warranty. Seller warrants to Buyer that for a period of five (5) years from the manufacturer's date code on the tires ("**ST Radial Tire Warranty Period**"), that Lionshead Specialty Trailer Radial Tire Brands will conform to Seller's published specifications in effect as of the date of manufacture and will be free from material Defects (as defined below) in material and workmanship.
 2. No Excuses Guarantee. Seller warrants to Buyer that for the first twelve (12) months from date of purchase of any Lionshead Specialty Trailer (ST) tires ("**No Excuses Warranty Period**"), that the Lionshead ST tire will be free of Defects (as defined below), as well as other performance issues or damage not covered under the ST Radial Tire Warranty in Section 2(a).

3. Steel Wheel Paint and Aluminum Wheel Paint and Clear Coat—Lionshead offers a 1-year warranty on the clear coat finish of our aluminum wheels and a 1-year warranty on the painted finish of our steel wheels and aluminum wheels.
4. Lifetime Structural Warranty—Lionshead offers a **Lifetime Structural Warranty** on all our wheels. If any wheel suffers structural damage for any reason, we will replace it for free.
5. For purposes of Section 2(a) (Lionshead ST Radial Tire Limited Warranty), the term “**Defect**” includes manufacturing errors, design flaws, or nonconformity with industry standards. “Defect” **DOES NOT** include the following:
 1. Unsatisfactory performance due to fire, malicious alterations, and improper inflation pressure, including under-inflation and over-inflation; or,
 2. Damage due to road hazards, improper alignment, irregular tread wear, usage with a load exceeding maximum capacity, or driving at a speed greater than the maximum speed rating. Oftentimes these issues are evident by wild wires, scrubbing or bluing of the tire. Road hazards include, but are not limited to, nails, glass, natural and man-made obstacles, such as potholes and construction objects.
 3. ANY TIRES WITH A MANUFACTURER’S DATE CODE THAT IS OLDER THAN FIVE (5) YEARS FROM THE DATE BUYER DELIVERS WRITTEN NOTICE TO SELLER, PURSUANT TO SECTION 4 BELOW.

It **MAY** include: tread separation, sidewall bulges, tread cracking, broken belts, material sidewall cracking,

1.

1. Buyer remedies for Seller breaches of the warranties set forth in this Section 2 are limited to those remedies described in Section 4 below.

2. **DISCLAIMERS.**

1. **EXCEPT FOR THE PRODUCT WARRANTIES SET FORTH IN SECTION 2, SELLER MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; OR (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER**

EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

2. Except as set forth in Section 2, **SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.**
3. **THE NO EXCUSES GUARANTEE SET FORTH IN SECTION 2(b) DOES NOT COVER THE FOLLOWING:**
 1. **BIAS PLY TIRE BRANDS**
3. Breach of Warranty Limitations.
 1. The Seller shall not be liable for a breach of the warranties set forth in Section 2 unless: (i) Buyer delivers Written Notice (as defined below) of the defective or non-conforming Goods reasonably described, to Seller via email to bscott@lionsheadtireandwheel.com within seven (7) calendar days from the time when Buyer discovers or ought to have discovered the defect; (ii) if applicable, Seller is given a reasonable opportunity after receiving the notice of breach of the warranty set forth in Section 2 to examine such Goods and Buyer (if requested to do so by Seller) returns such Goods to Seller's place of business at Seller's cost for the examination to take place there; and (iii) Seller reasonably verifies Buyer's claim that the Goods are defective or non-conforming.
 2. Subject to Section 4(a) above, with respect to any such Goods during the Warranty Periods, Seller shall repair or replace such Goods at no cost to the Buyer. For any breaches occurring under the No Excuses Warranty Period, Seller agrees to provide Buyer with a flat labor rate to assist in the cost of mounting the replacement tire.
 3. **THE REMEDY SET FORTH IN SECTION 4(b) ARE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES SET FORTH IN SECTION 4(b). FAILURE BY BUYER TO ADHERE TO SECTION 4(a) WILL RESULT IN NO LIABILITY OF SELLER UNDER THE WARRANTY PERIODS.**

4. For the purposes of Section 4(a), "Written Notice" means submission of the following items: 1) a completed Lionshead Warranty Claim Form, which can be found here: https://lionsheadtireandwheel.com/media/uploads/0/1042_LionsHead-Warranty-Claim-Form_V2.pdf, 2) the Bill of Sale for the Goods at issue, and 3) photographs showing the Defects. In the Lionshead Warranty Claim Form Buyer shall include confirmation of the brand, tire size, date of purchase, and a brief description of problem with the Good.
4. Limitation of Liability.
 1. **IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY OF THE FOLLOWING:**
 1. LOSS OF USE, REVENUE OR PROFIT;
 2. LOSS OF DATA OR DIMINUTION IN VALUE;
 3. LOSS OF TIME OR BUSINESS OPPORTUNITIES;
 4. DAMAGE TO GOODWILL OR REPUTATION;
 5. TOWING OR SERVICE CALLS
 6. INCONVENIENCE; OR,
 7. ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
 2. The limitation of liability set forth in Section 5(a) shall not apply to (i) liability resulting from Seller's gross negligence or willful misconduct and (ii) death or bodily injury resulting from Seller's acts or omissions.