

~~VII~~

R. C. No. 51 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE. August 1, 2022.

Your Committee to whom was referred R. O. No. 11-22-23 by City Clerk submitting a claim from Laura Kampmann for alleged damages to her tire when she drove over the cover of the metal water works hole; recommends filing the claim.

_____	_____
_____	_____
_____	_____
	Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

II

R. O. No.   11   - 22 - 23. By CITY CLERK. May 16, 2022.

Submitting a claim from Laura Kampmann for alleged damages to her tire when she drove over the cover of the metal water works hole.

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CITY CLERK

Finance & Personnel

DATE RECEIVED 5-9-22

RECEIVED BY MKC

CLAIM NO. 2-22

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

MAY 09 2022

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
2. Attach and sign additional supportive sheets, if necessary.
3. This notice form must be signed and filed with the Office of the City Clerk.

**4. TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.**

1. Name of Claimant: Laura Kampmann
2. Home address of Claimant: 2103 N 20<sup>5</sup><sup>th</sup> Sheboygan, WI 53081
3. Home phone number: (920) 917-5194
4. Business address and phone number of Claimant: N/A

5. When did damage or injury occur? (date, time of day) 4-28-22 12:00 p.m.

6. Where did damage or injury occur? (give full description) Passenger side rear back tire. Blow out tire well. Nail in Drivers side rear tire.

7. How did damage or injury occur? (give full description) Drove over the cover of the Metal Water works hole. The cover was sideways in hole sticking up. There was a car in front of me so I couldn't see it. ~~Damage~~ <sup>2KK</sup> Passenger side rear. Nail in Drivers side rear tire.

8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

(a) Name of such officer or employee, if known: N/A

(b) Claimant's statement of the basis of such liability: N/A

9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:

(a) Public property alleged to be dangerous: It is fixed near the cover on back to hole for water or sewage.

(b) Claimant's statement of basis for such liability: N/A

10. Give a description of the injury, property damage or loss, so far as is known at this time. (If there were no injuries, state "NO INJURIES").

I have a flat tire, tire damage. Nail in tire - other  
tire blown out on side

11. Name and address of any other person injured: N/A

12. Damage estimate: (You are not bound by the amounts provided here.)

Auto:

\$ 65.00<sup>x2</sup> a tire

Property:

\$ \_\_\_\_\_

Personal injury:

\$ \_\_\_\_\_

Other: (Specify below)

\$ \_\_\_\_\_

**TOTAL**

\$ 130.00

Damaged vehicle (if applicable)

Make: Nissan

Model: Sentra

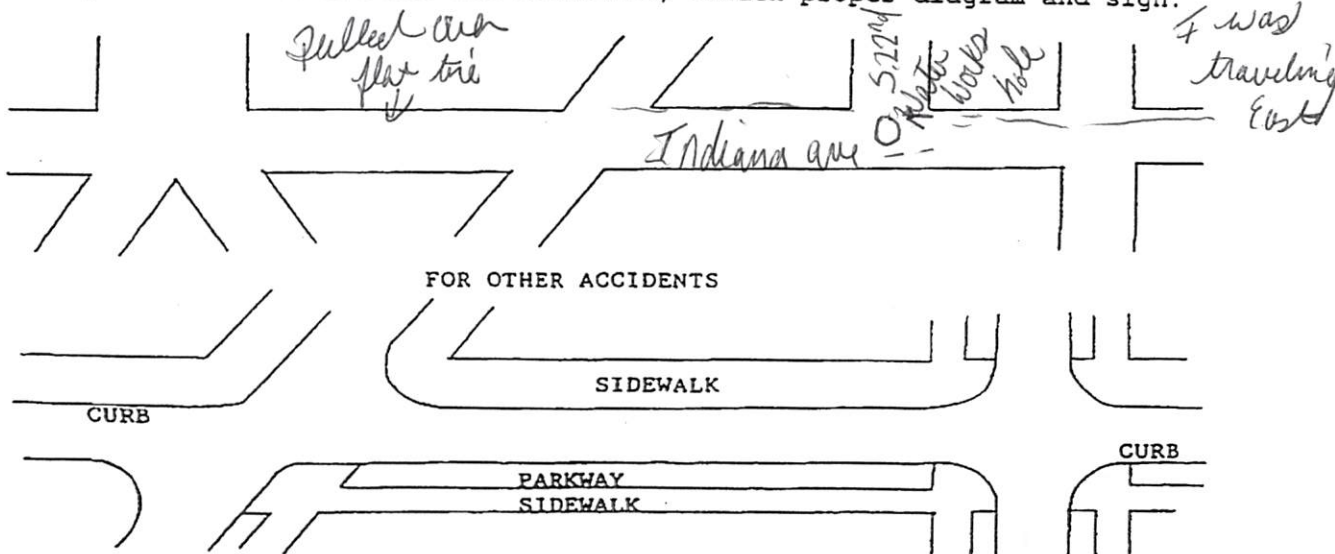
Year: 2007

Mileage: 185,050

Names and addresses of witnesses, doctors and hospitals: Phillip Escobar. 1632  
St. Clair ave Shel WI 53091

FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach proper diagram and sign.



SIGNATURE OF CLAIMANT

Laura Kampmann

DATE

5-6-22



DATE RECEIVED \_\_\_\_\_

RECEIVED BY \_\_\_\_\_

CLAIM NO. \_\_\_\_\_

CLAIM

Claimant's Name: Laura Kampmann

Auto \$ 65.00 x 2

Claimant's Address: 2103 N 20<sup>ST</sup>

Property \$ \_\_\_\_\_

Sheboygan, WI 53081

Personal Injury \$ \_\_\_\_\_

Claimant's Phone No. (920) 917-5194

Other (Specify below) \$ \_\_\_\_\_

TOTAL \$ 130.00

PLEASE INCLUDE COPIES OF ALL BILLS, INVOICES, ESTIMATES, ETC.

WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM.  
(WISCONSIN STATUTES 943.395)

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 130.00.

SIGNED Laura Kampmann DATE: 5-6-27

ADDRESS: 2103 N 20<sup>ST</sup> Sheboygan, WI 53081

MAIL TO: CLERK'S OFFICE  
828 CENTER AVE #100  
SHEBOYGAN WI 53081







Give us feedback @ survey.walmart.com  
Thank you! ID #:7RFC381501KK

**Walmart** \*

920-459-9410 Mgr: DAVID  
4433 VANGUARD DR  
SHEBOYGAN, WI 53083  
ST#: 03324 OP#: 000066 TE#: 95 TR#: 08261

TLE ITEMS FOLLOW  
ORDER NUMBER 0048570045449  
TPMS SERVICE 068113115037 3.00 X  
TPMS SERVICE 068113115037 3.00 X  
AUTO TIRES 074131795969 65.00 X  
AUTO TIRES 074131795969 65.00 X  
LIFE WHL BAL 007874224343 15.00 X  
LIFE WHL BAL 007874224343 15.00 X  
TIRE FEE 000003700848 2.00 T  
TIRE FEE 000003700848 2.00 T  
FLAT REPAIR 007874224338 15.00 X

TLE ITEMS COMPLETE  
SUBTOTAL 185.00  
TAX 1 5.500 10.18  
TOTAL 195.18  
DEBIT TEND 195.18  
CHANGE DUE 0.00

EFT DEBIT PAY FROM PRIMARY  
195.18 TOTAL PURCHASE  
US DEBIT \*\*\*\*\*0456 I.O  
REF # 211900036945  
NETWORK ID 0076 APPR CODE 001352  
US DEBIT

AID A0000000980840  
AAC 38580B6EEB23B3A5  
TERMINAL # SC010303

04/29/22 12:19:10  
#####  
DUPLICATE RECEIPT  
#####

# ITEMS SOLD 9  
TC# 9937 3729 7913 6717 9484 8



**Walmart** + <



Become a  
member today  
Scan for 30-day free trial.

Low Prices. You Can Trust. Every Day.  
04/29/22 12:19:15

Thank You, your tires will be electronically registered for the name and address stated on this work order pursuant to law.

Service Order:



04-29-2022 (920)917-5194	KAMPANN, LAURA 2654 GEORGIA AVE, SHEBOYGAN, WI 53081		
<b>YEAR</b> 2007	<b>MAKE</b> NISSAN/DATSUN	<b>MODEL</b> SENTRA	<b>COLOR</b> Dark Blue
<b>LICENSE</b> 183PUX	<b>ODOMETER</b> 185078	<b>CUSTOMER ARRIVAL TIME</b> 2022-04-29 11:19 AM	<b>SERVICE COMPLETED TIME</b> 2022-04-29 11:57 AM

Service Description	Service
NEW TIRE [ 2 @ 0.00 ] Whitewall - IN - Battery Check - DECLINED <b>Sealed System</b> - Tire Pressure - Drv Rear - CHECKED, 33 - Tire Pressure - Pass Rear - CHECKED, 33 - Valve Stem - Pass Rear - COMPLETE - New Tire - Pass Rear - COMPLETE - DOT Number - Pass Front - 1M60FYR1R0922 - DOT Number - Drv Rear - 1M60FYR1R1022 - High Pressure Valve Stem - Drv Rear - DECLINED <b>Not Applicable</b> - High Pressure Valve Stem - Pass Rear - DECLINED <b>Not Applicable</b>	0.00
WHEEL BALANCE LIFE [ 2 @ 15.00 ] - Balance Accepted - Drv Rear - COMPLETE	30.00
TIRE HAULER FEE [ 2 @ 2.00 ] - Dispose Tire Accepted - Drv Rear - COMPLETE	4.00
TPMS SERVICE PK INST [ 2 @ 3.00 ]	6.00
FLAT REPAIR TUBELESS	15.00
LUG TORQUE Drv Rear 83 FT-LB	Pass Rear 83 FT-LB

Merchandise Description	Quantity	Unit Price	Merchandise
205/55R16 DGPf - 012	2	65.00	130.00

Customer Comments <b>NO LOCKING LUGNUTS CUSTOMER DECLINED TO PURCHASE ROAD HAZARD.</b> Technician Comments <b>TPMS LIGHT ON AND FLASHING PTS BOTH SWAY BAR END LINKS BROKEN PTS</b>	Total (Excluding Tax & Govt. Fees) <b>185.00</b>
<b>DISCLAIMER</b> I authorize the stated service to be completed with the necessary materials. I give permission to operate the vehicle. I UNDERSTAND: 1. Walmart is not responsible for loss/damage to the vehicle or items left in it 2. Walmart does not inspect tires to determine if they are safe. Only the service on the service order is performed. Tires are not inspected for conditions that may affect safety (tread depth, cuts, punctures, cracking, bulges, and uneven tread wear). 3. Customers should ensure their tires are properly inflated, have tread depth greater than 2/32" in all grooves, and have no cuts, punctures, cracking, bulges, or uneven tread wear. An express mechanic's lien is hereby acknowledged on the above vehicle to secure the amount of services performed. Driving conditions will affect the safety and performance of my tires.	
CUSTOMER SIGNATURE	DATE 04-29-2022

THIS PRICE FOR THE AUTHORIZED REPAIRS WILL NOT BE EXCEEDED IF THE MOTOR VEHICLE IS DELIVERED TO THE SHOP WITHIN 5 DAYS.

Motor vehicle repair practices are regulated by chapter ATCP 132, Wis. Adm. Code, administered by the Bureau of Consumer Protection, Wisconsin Dept. of Agriculture, Trade and Consumer Protection, P.O. Box 8911, Madison, Wisconsin 53708-8911.

I do agree and fully understand that my motor vehicle had a low oil level when I brought it to Wal-Mart for an oil change. This was pointed out to me, that I willingly requested Wal-Mart to change the oil. I will not hold Wal-Mart responsible for any damage to my motor vehicle by the low oil level.

SIGNED

DATE

COMMON TECHNICIAN: JOSHUA 1010  
QUALITY CONTROL TECH: JOSHUA 1010  
SERV WRTR/GREETER: MARK 215  
THIRD QC TECH: LOUIS 2969  
TIRE TECHNICIAN: LOUIS 2969

HAVE YOUR LUG NUTS RETORQUED AFTER THE FIRST 50 MILES.



# OUR PLEDGE TO YOU

• We will do only the service you authorize. • We will not exceed the estimated cost of services without your permission. • We will, at your request, return your old parts or hold them for your inspection.

## LIMITED WORKMANSHIP AND MATERIALS WARRANTY

Congratulations on your purchase of your new tires from Wal-Mart Stores, Inc. ("Wal-Mart")! This Limited Workmanship and Materials Warranty applies to all tires that are purchased from Wal-Mart Stores, Inc. ("Wal-Mart") or Wal-Mart.com and installed at Wal-Mart. This warranty is backed by Wal-Mart and protects the original purchaser from defects in the raw materials or quality of workmanship that require a tire to be removed from service. Wal-Mart stands behind the warranties of the tires that we sell. We do not send tires back to the manufacturer for warranty.

**HOW LONG IS THIS LIMITED WARRANTY VALID?** Under this limited warranty, tires found to be defective will be covered by this warranty for the life of the tire, as measured by the usable tread depth. Usable tread depth is defined as the depth of the tread down to the final 2/32nds of an inch. The last 2/32nds is not considered usable tread.

**WHAT IS COVERED BY THIS LIMITED WARRANTY?** This Limited Workmanship and Materials Warranty provides additional coverage to tires purchased and installed at Wal-Mart that are "defective," defined as conditions that require a tire to be removed from service due to defects in the raw materials or quality of workmanship. Wal-Mart at its sole discretion will determine whether a tire is defective and is therefore eligible for replacement under this Limited Warranty. Tires that are deemed defective will be replaced free of charge (except for installation cost and applicable taxes and government-mandated charges) during the first 25% of usable tread or one (1) year, whichever comes first. Tires that are worn beyond the first 25% of usable tread, or are over one (1) year from the date of purchase, will be replaced on a pro-rata basis with comparable new tires based on tread depth remaining, in the form of a Wal-Mart tire credit. Usable tread depth is defined as the depth of the tread down to the final 2/32nds of an inch. The last 2/32nds is not considered usable tread. In addition to the difference between the cost of the replacement tire and the credit amount, you pay the installation cost and any other service charges and applicable taxes and government-mandated charges. In addition, if the defective tire was covered by the Wal-Mart Optional Road Hazard Warranty, you will need to purchase new Optional Road Hazard Warranty coverage on the replacement tire if you wish to continue Road Hazard Warranty Coverage for the new tire. If a tire is deemed eligible for warranty replacement and you have complied with the terms and conditions of the warranty, Wal-Mart will replace the tires as described under "HOW REPLACEMENT CHARGES ARE CALCULATED." Tires that fail during the warranty period will be eligible for free (except for installation cost and applicable taxes and government-mandated charges) or pro-rata replacement IF AND ONLY IF:

- You are the original purchaser of the tires, and the tires have been used only on that vehicle
- At the time of the adjustment claim, the original tire installation record and the original invoice for purchase of the tires are presented to Wal-Mart
- The tires have not become unserviceable due to a condition listed under WHAT IS NOT COVERED

### WHAT IS NOT COVERED BY THIS LIMITED WARRANTY?

This warranty DOES NOT COVER tires that are damaged or failed due to:

- |                   |                |                           |   |                |   |
|-------------------|----------------|---------------------------|---|----------------|---|
| • Improper Repair | • Accident     | • Rapid or irregular wear | • Misapplication, racing, under-inflation, over-inflation, or other abuse | • Racing       | • Snow chains or studs                      |
| • Vandalism       | • Road hazards | • Excessive abuse         |   | • Off-road use | • Worn mechanical components on the vehicle |

In addition to the above exclusions, THE WARRANTY DOES NOT APPLY to:

- Tires that have been used in commercial applications, including but not limited to taxi service, towing, government use, and contract sales
- Tires that have been used for racing or off-road purposes
- Tires that have been installed on any vehicle other than the vehicle on which they were originally installed

This Limited Warranty does not provide compensation for inconvenience or incidental or consequential damages. Some states do not allow the exclusion or limitation of consequential damages, so the above limitation or exclusion may not apply to you.

**HOW ARE REPLACEMENT CHARGES CALCULATED?** If your tire is defective and you have complied with the terms and conditions of this Limited Warranty, Wal-Mart will provide a free replacement tire (except for the tire installation cost and applicable taxes and government-mandated charges) during the first 25% of usable tread or one (1) year, whichever comes first. Tires that are worn beyond the first 25% of usable tread, or are over one (1) year from the date of purchase, will be replaced on a pro-rata basis with comparable new tires based on tread depth remaining, in the form of a Wal-Mart tire credit. Usable tread depth is defined as the depth of the tread down to the final 2/32nds of an inch. The last 2/32nds is not considered usable tread. In addition to the difference between the cost of the replacement tire and the credit amount, you pay the tire installation cost and applicable taxes and government-mandated charges. FOR EXAMPLE, if your tire is 1/2 worn at the time your tire is deemed defective, you would receive a credit of half the current price of that tire toward the current price of a new or replacement tire. If the price for a comparable tire is \$120, you will pay \$60 plus any additional charges such as tire installation cost and any other applicable taxes and fees.

**HOW DO I MAKE A CLAIM UNDER THIS LIMITED WARRANTY?** When making a claim under the terms of this limited warranty, you must present your tires and the vehicle on which the tires were used to Wal-Mart for inspection. To find the location of the nearest Wal-Mart that can process the replacement request, visit our website at <http://www.walmart.com> and click on "My Local Store" or call 800-925-6278. You must present your original invoice and your Wal-Mart installation record.

**CONDITIONS AND EXCLUSIONS.** This limited warranty does not provide compensation for loss of time, loss of use of vehicle, inconvenience, or incidental or consequential damages. 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. In the event of a disputed claim, you must make the tire available for further inspection. Tires accepted for the claim become Wal-Mart's property. No Wal-Mart representative or employee has the authority to make or imply any representation, promise or agreement that differs in any way from the terms of this warranty. This warranty only applies in the United States.

**CONSUMER RIGHTS.** This warranty gives you specific legal rights. You may also have other rights which vary from state to state.

## LIMITED TREADWEAR WARRANTY FOR TIRES PURCHASED FROM AND INSTALLED AT WALMART STORES, INC.

**1. TIRES COVERED BY THIS WARRANTY.** This limited treadwear warranty applies to all tires that have a posted limited treadwear warranty when purchased from Wal-Mart Stores, Inc. ("Wal-Mart") or Wal-Mart.com and installed at Wal-Mart. This warranty is backed by Wal-Mart. This warranty protects the original purchaser from premature tire wear by providing a pro-rata replacement if the tread wears out before reaching the warranted mileage based on your Wal-Mart invoice. The original tread will be considered to be worn down when there are 2/32nds of an inch of tread remaining. If a tire does not reach the warranted mileage prior to becoming worn down to 2/32nds of an inch of tread, and you have complied with the terms and conditions of the warranty, Wal-Mart will replace the tires as described under "HOW REPLACEMENT CHARGES ARE CALCULATED." Tires that wear out before achieving the warranted mileage will be replaced on a pro-rata basis ONLY IF:

- |  |   |
|--|---|
| • You are the original purchaser of the tires, and the tires have been used only on that vehicle   | • The tires have not become unserviceable due to a condition listed under WHAT IS NOT COVERED |
| • At the time of the adjustment claim, the original tire installation record and the original invoice for purchase of the tires are presented to your local Wal-Mart |   |

### 2. WHAT IS NOT COVERED

This warranty DOES NOT COVER tires that have become unserviceable due to:

- |   |  |  |
|---|--|--|
| • Road hazard injury (e.g., cut, snag, impact damage or puncture)         | • Uneven or rapid wear caused by mechanical irregularity in the vehicle such as wheel misalignment | • Flat spotting caused by improper storage, or brakelock |
| • Improper repair   |  | • Cosmetic ozone or weather cracking                     |
| • Misapplication, racing, under-inflation, over-inflation, or other abuse | • Accident, fire, chemical corrosion, tire alteration or vandalism                                 |  |

In addition to the above exclusions, THE WARRANTY DOES NOT APPLY to:

- |   |   |
|---|---|
| • Tires that have been used in commercial applications, including but not limited to taxi service, towing, government use, and contract sales | • Tires that have had the tread pattern altered in any manner such as, but not limited to, siping, carving, shaving, or having any material applied to the surface. |
| • Tires that have been used for racing or off-road purposes   |   |
| • Tires that have been installed on any vehicle other than the vehicle on which they were originally installed                                |   |

**3. HOW REPLACEMENT CHARGES ARE CALCULATED.** A mileage tire meeting the conditions for pro-rata replacement will be replaced with a comparable new tire based on mileage received, in the form of a Wal-Mart tire credit. Wal-Mart will determine the credit amount by multiplying the percent of mileage received by the then current actual selling price at Wal-Mart. In addition to the difference between the cost of the replacement tire and the credit amount, you pay the tire installation cost and applicable taxes and government-mandated charges. FOR EXAMPLE, if a tire warranted for 40,000 miles wore out after 20,000 miles, you would receive a credit of half the current price of that tire toward the current price of a new or replacement tire. If the price for a comparable tire is \$120, you will pay \$60 plus any additional charges such as tire installation cost and any other applicable taxes and fees.

**4. WHAT THE CONSUMER MUST DO WHEN MAKING A CLAIM.** When making a claim under the terms of this limited warranty, you must present your tires and the vehicle on which the tires were used to Wal-Mart for inspection. To find the location of the nearest Wal-Mart that can process the replacement request, visit our website at [www.walmart.com](http://www.walmart.com) and click on "My Local Store" or call 800-925-6278. You must present your original invoice and your Wal-Mart installation record.

**5. CONDITIONS AND EXCLUSIONS.** This limited warranty does not provide compensation for loss of time, loss of use of vehicle, inconvenience, or incidental or consequential damages. 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. In the event of a disputed claim, you must make the tire available for further inspection. Tires accepted for the claim become Wal-Mart's property. No Wal-Mart representative or employee has the authority to make or imply any representation, promise or agreement that differs in any way from the terms of this warranty. This warranty only applies in the United States.

**6. CONSUMER RIGHTS.** This warranty gives you specific legal rights. You may also have other rights which vary from state to state.

(This coverage available with the purchase of the Optional Road Hazard Warranty)

## OPTIONAL ROAD HAZARD WARRANTY

Congratulations on your purchase of your new tires from Wal-Mart Stores, Inc. ("Wal-Mart") and the optional Wal-Mart Road Hazard Warranty! This document is your contract. This Road Hazard Warranty is OPTIONAL protection that can be purchased and is ONLY EFFECTIVE WHEN THE ORIGINAL INVOICE IS PRESENTED WITH THIS WARRANTY FORM. This warranty is backed by Wal-Mart Stores, Inc. ("Wal-Mart") and provides coverage to the original purchaser for tire failure due to unforeseen hazards of the road causing flat tires, impact breaks, and non-repairable punctures. **HOW LONG IS THIS OPTIONAL WARRANTY VALID?** Under this optional warranty, tires found to be defective will be covered by this warranty for the life of the tires, defined as the duration of usable tread depth. Usable tread depth is defined as the depth of the tread down to the final 2/32nds of an inch. The last 2/32nds is not considered usable tread.

**WHAT IS COVERED BY THIS OPTIONAL WARRANTY?** This OPTIONAL Road Hazard Warranty provides additional coverage to tires purchased and installed at Wal-Mart against tire failures caused by nails, glass, metal stones and almost anything else that could damage or puncture a tire. The Road Hazard warranty provides protection from tire failures caused by impact breaks and other non-repairable punctures caused by unforeseen hazards of the road. In the event that a tire fails due to an unforeseen road hazard, this warranty provides free (you pay the installation cost and applicable taxes and government-mandated charges) flat repair and pro-rata replacement if the failure is non-repairable. Eligibility for warranty coverage is determined at Wal-Mart's sole discretion. If the tire is eligible for warranty coverage and you have complied with the terms and conditions of the warranty, Wal-Mart will replace the tires as described under "HOW REPLACEMENT CHARGES ARE CALCULATED." Tires that fail during the warranty period will be eligible for free or pro-rata replacement IF AND ONLY IF:

- |   |  |   |
|---|--|---|
| • You purchased this Optional Road Hazard Warranty from Wal-Mart  | • You are the original purchaser of the tires, installed, and the tires have been used only on that vehicle. | • The tires have not become unserviceable due to a condition listed under WHAT IS NOT COVERED |
| • At the time of the adjustment claim, the original tire installation record and the original invoice for purchase of the tires and for your purchase of this Optional Road Hazard Warranty are presented |  |   |

### WHAT IS NOT BY THIS OPTIONAL WARRANTY COVERED?

This warranty DOES NOT COVER tires that are damaged or failed due to:

- |                   |                        |   |                |                           |
|-------------------|------------------------|---|----------------|---------------------------|
| • Improper repair | • Accident             | • Worn mechanical components on the vehicle                               | • Racing       | • Rapid or irregular wear |
| • Vandalism       | • Snow chains or studs | • Misapplication, racing, under-inflation, over-inflation, or other abuse | • Off-road use | • Excessive abuse         |

In addition to the above exclusions, THE WARRANTY DOES NOT APPLY to:

- |   |  |
|---|--|
| • Tires that have been used in commercial applications, including but not limited to taxi service, towing, government use, and contract sales | • Tires that have been installed on any vehicle other than the vehicle on which they were originally installed |
| • Tires that have been used for racing or off-road purposes   |  |

This Optional Warranty does not provide compensation for inconvenience or incidental or consequential damages. 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.

**HOW ARE REPLACEMENT CHARGES CALCULATED?** Wal-Mart will repair a flat tire for free (except for the tire installation cost and applicable taxes and government-mandated charges). A tire with a non-repairable puncture and meeting the terms and conditions of the warranty will be replaced with a comparable new tire, as determined by Wal-Mart, in the form of a Wal-Mart tire credit. The amount of the Wal-Mart tire credit will be calculated based on the wear of the tire at the time of replacement. FOR EXAMPLE, if your tire is 1/2 worn at the time your tire receives unrepairable damage, you would receive a credit of half the current price of that tire toward the current price of a new or replacement tire. If the price for a comparable tire is \$120, you will pay \$60 plus any additional charges such as tire installation cost and any other applicable taxes and fees. Tires with less than 2/32nds of an inch of tread remaining are not eligible for replacement or repair under this Optional Warranty. The last 2/32nds is not considered usable tread. If your tire is deemed eligible for pro-rata replacement, you will pay the difference between the cost of the new tire and the Wal-Mart tire credit. In addition to the difference between the cost of the replacement tire and the credit amount, you pay the tire installation cost and applicable taxes and government-mandated charges.

**HOW DO I MAKE A CLAIM UNDER THIS OPTIONAL WARRANTY?** When making a claim under the terms of this optional warranty, you must present your tires and the vehicle on which the tires were used to your local Wal-Mart for inspection. To find the location of the nearest Wal-Mart that can process the replacement request, visit our website at [www.walmart.com](http://www.walmart.com) and click on "My Local Store" or call 800-925-6278. You must present your original invoice and your Wal-Mart installation record.

**CONDITIONS AND EXCLUSIONS.** This optional warranty does not provide compensation for loss of time, loss of use of vehicle, inconvenience, or incidental or consequential damages. 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. In the event of a disputed claim, you must make the tire available for further inspection. Tires accepted for the claim become Wal-Mart's property. No Wal-Mart representative or employee has the authority to make or imply any representation, promise or agreement that differs in any way from the terms of this warranty. This warranty only applies in the United States.

**CONSUMER RIGHTS.** This warranty gives you specific legal rights. You may also have other rights which vary from state to state.

**REFUND.** Where applicable, you may have the right for a limited period of time to cancel this Road Hazard Warranty and receive a refund.

FULL WARRANTY ON  
AUTOMOTIVE SERVICE  
FOR 90 DAYS OR 3,000  
MILES, WHICHEVER COMES  
FIRST.

The automotive services and included parts listed on this Service order are warranted for 90 days or 3,000 miles, whichever occurs first. If our installation is unsatisfactory and/or parts used are defective in material or workmanship and the installation or parts are not covered by another written warranty of longer duration (in which case the warranty of longer duration would apply) we will correct the warranted repair free of charge. TO OBTAIN SERVICE UNDER THIS WARRANTY, RETURN THE AUTOMOBILE ON WHICH THE SERVICE WAS PERFORMED TO THE NEAREST WAL-MART AUTO CARE CENTER LOCATION.

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

Wal-Mart Stores, Inc.  
702 S.W. 8th St.  
Bentonville, AR 72716-8094

For More Info on our Warranties, Go to [WWW.WALMART.COM/TIRE](http://WWW.WALMART.COM/TIRE)