



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street

Concord, New Hampshire 03301

(603) 271-3201 Office@das.nh.gov

151

GAC

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

December 4, 2024

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract (Contract# 8003506) with The Goodyear Tire & Rubber Company (VC#177695), Akron, OH, in an amount up to and not to exceed \$2,500,000.00 for the supply of tires, tubes and services through a participating agreement with the National Association of State Procurement Officials (NASPO) Value Point Contract 24155 effective upon Governor and Executive Council approval through June 30, 2027, with the option to extend for up to three additional years.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

EXPLANATION

The Department of Administrative Services (DAS) reviewed and negotiated in collaboration with the Department of Justice (DOJ) for this requested State of New Hampshire participating agreement. This participating agreement is aligned with the master agreement set in place by NASPO and the lead state, Iowa, through the competitive bidding process. The lead state issued a request for proposals (RFP)#RFP0223005113 on July 27, 2023, with responses due by September 13, 2023, and received four responses. The responses were then scored utilizing a 4-stage evaluation plan consisting of initial bidder responsiveness, mandatory minimum requirements, technical criteria, and finally cost scoring. The Goodyear Tire and Rubber Company scored the highest overall, with a total of 964 points out of a possible 1000.

The DAS previously utilized two NASPO agreements for the supply of tires, one with The Goodyear Tire & Rubber Company and the other with Bridgestone Americas, Inc., however, NASPO and the lead state are still engaged in contract negotiations with the latter. The Bureau of Purchase and Property intends to submit a NASPO PA with Bridgestone Americas, Inc. for Governor and Executive Council review once one is made available by NASPO and the lead state, which will furnish even more tire services locations throughout New Hampshire, in addition to the 60 authorized dealer locations provided by this requested contract.

By examining the contract usage statistics and spend data from business intelligence reports, we can deduce that the State purchases approximately 5 tires per day, or 1,825 tires annually, with a mean tire price of \$257.57, for an average of \$470,071.11 being spent on vehicle tires each year. There are more than 4,676 vehicles that utilize tires throughout the statewide fleet with some requiring only two and others as many as 10 or 12 tires per vehicle. The cost of tire maintenance even for smaller agency fleets can accumulate rather quickly and having a statewide contract will significantly reduce administrative and logistic burdens associated with tire service and replacement. This requested contract will also provide firm fixed pricing for tire related services and only substantiated price increases for tires are allowed on a biannual basis by the terms of the master agreement.

Review of tire pricing fluctuations shows that tire pricing oscillates up and down in line with industry standards and raw material costs and has demonstrated an overall increasing trend of 3.4% across the previous contract term. The requested price limitation is based on actual expenditures in business intelligence reports over the last 5 years, providing a more accurate estimation of spend and includes an allowance of approximately 6% to counter anticipated pricing fluctuations which may occur during the term of this contract.

| Contract financials | |
|--|-----------------|
| Annual average spent on former contract #8002529 | \$ 470,071.11 |
| Current spending on contract #8002529 | \$ 2,350,355.55 |
| Suggested allowance (6%) | \$ 149,644.45 |
| Requested limitation | \$ 2,500,000.00 |

Based on the foregoing, I am respectfully recommending approval of the contract with The Goodyear Tire & Rubber Company.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner

RFP Evaluation Score Sheet

| | Bridgestone | Continental | Goodyear | Michelin |
|-------------------------|-------------|-------------|------------|------------|
| Proposal Scoring | | | | |
| Tech Proposal | 560 | 625 | 680 | 460 |
| Cost Proposal | 254 | 242 | 284 | 231 |
| Total Points | 814 | 867 | 964 | 691 |



Participating Addendum
for
Tires, Tubes and Services
between
The State of New Hampshire
and
The Goodyear Tire and Rubber Company

Master Agreement #: 24155
Contractor: The Goodyear Tire and Rubber Company
Participating Entity: The State of New Hampshire

This Participating Addendum is entered into by Contractor and Participating Entity (collectively, the "Parties").

PARTICIPATING ENTITY

| | |
|------------|--|
| Name: | State of New Hampshire Department of Administrative Services |
| Address: | 25 Capitol Street, Concord, NH 03301 |
| Telephone: | 603-271-7605 |
| Fax: | 603-271-2700 |
| Email: | James.M.Poulin@das.nh.gov |

1. PARTICIPATING ENTITY MODIFICATIONS AND ADDITIONS TO THE MASTER AGREEMENT

- This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor.
- This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, subject to the following limitations, modifications, and additions:

PARTICIPATING ADDENDUM

This Participating Addendum (the "Participating Addendum") is entered into by and between the STATE OF NEW HAMPSHIRE, acting by and through its Department of Administrative Services ("Participating State"), and The Goodyear Tire and Rubber Company with a principal place of business located at 200 Innovation Way Akron, Ohio 44316 ("Contractor"). Participating State and Contractor are sometimes referred to herein singularly as a "Party" or collectively as the "Parties"). _____

RECITALS

WHEREAS, the State of Iowa (the "Lead State"), acting on behalf of member states of the NASPO ValuePoint Purchasing Program, and Contractor entered into the Cooperative Agreement (Contract ID 24155) dated July 1, 2024 (the "Master Agreement"), wherein Contractor agreed to provide tires, tubes and services thereto to Participating Entities upon the terms and conditions set forth in said Master Agreement;

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WHEREAS, Participating State is a member of the NASPO ValuePoint Purchasing Program; and

WHEREAS, Participating State desires to participate in Contractor's offering the goods and services under the Master Agreement subject to the terms and conditions of this Participating Addendum;

NOW, THEREFORE, in consideration of the foregoing recitals, the receipt and sufficiency of which are hereby conclusively acknowledged, the Parties hereby agree as follows:

1. Scope. This Participating Addendum governs Participating State's participation in the Master Agreement by and between Contractor and Lead State. This Participating Addendum shall cover all of the Products and Services offered by Contractor to Participating State under the Master Agreement. The Parties agree that the terms and conditions of the Master Agreement shall be subject to the terms and conditions of this Participating Addendum.

2. Incorporation of Master Agreement. The terms and conditions of the Master Agreement are attached hereto as Schedule 1 and incorporated herein by reference. All undefined capitalized terms used herein shall have the same meanings assigned to them in the Master Agreement. Certain other capitalized terms are defined elsewhere within the text of this Participating Addendum and, throughout this Participating Addendum, those terms shall have the meanings respectively ascribed to them. In the event of any conflict or inconsistency between the terms and conditions of this Participating Addendum and any terms and conditions set forth in the Master Agreement, the terms and conditions of this Participating Addendum shall prevail.

3. Participation; Authorized Purchasers. The Products and Services available for purchase under the Master Agreement by way of this Participating Addendum may be ordered and purchased by all departments, divisions, or other executive agencies eligible to use statewide contracts within the State of New Hampshire (each, an "Authorized Purchaser"). Contractor shall not accept, and Participating State shall not be obligated to pay for, Orders from any person or entity that is not authorized by Participating State to order or purchase any of the Products and Services offered by Contractor under this Participating Addendum and the Master Agreement. All determinations of eligibility to participate in the Master Agreement through this Participating Addendum are solely within the authority of Participating State's Procurement Officer identified in Section 14(b) below.

4. Effective Date of Participating Addendum. Notwithstanding any terms and conditions in the Master Agreement to the contrary, this Participating Addendum is subject to the approval of the Governor and Executive Council of the State of New Hampshire, and Participating State shall not be bound by the terms and conditions of this Participating Addendum or the Master Agreement until the date of such approval (the "Participating Addendum Effective Date").

5. Term. The term of this Participating Addendum shall begin on the later of July 1, 2024 or the Participating Addendum Effective Date and end on June 30, 2027, unless terminated earlier in accordance with the terms and conditions of the Master Agreement or this Participating Addendum. In the event that Lead State and Contractor agree to extend the term of the Master Agreement, then Participating State shall have the option to extend the term of this Participating Addendum for an additional term not to exceed the extended term of the Master Agreement.

6. Funds Available and Authorized; Non-Appropriation. Participating State's obligations under this Participating Addendum and the Master Agreement are subject to the availability of sufficient legislative appropriations allotments, or other expenditure authority and, if Participating State is expending federal funds, the availability of such federal funds. In the event of the reduction, elimination, or modification of the appropriation or availability of funding for this Participating Addendum, in whole or in part, Participating State shall have the right to withhold payment until such funds become available, if

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ever, and shall have the right to reduce or terminate this Participating Addendum immediately upon written notice to Contractor.

7. Orders. Any Order placed by Participating State for the Products and Services available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement, subject to the terms and conditions of this Participating Addendum, unless the parties to the order agree in writing that another contract or agreement applies to such order.

8. Non-Exclusivity. This Participating Addendum is not exclusive, and Participating State may acquire the Products and Services available under the Master Agreement and this Participating Addendum from other third parties.

9. Independent Contractor. Contractor shall act at all times as an independent contractor, and not as an agent or employee of the Participating State, in the performance of its obligations under this Participating Addendum and the Master Agreement. Contractor shall not have any authority to legally bind Participating State. Neither Party shall make any statements, representations, or commitments of any kind or to take any action binding on the other except as expressly provided for herein or authorized in writing by the Party to be bound.

10. Invoice Requirements.

a. To request payment for each Order made hereunder, Contractor shall submit an original invoice to the office of the Authorized Purchaser that submitted the Order. The contents of the invoice must include, at a minimum, the following:

- i. Contractor's name and address;
- ii. Contractors Federal Employer Identification Number;
- iii. Contractor's payment address;
- iv. The Order number; and
- v. A description of the Products and Services that Contractor delivered with, as applicable, the date, serial number, quantity, unit price, and total price of the Products and Services for which payment is sought.

b. If an invoice submitted by Contractor does not meet the requirements of this Section 10, then the Authorized Purchaser will send a written notice to Contractor that describes the defect or impropriety of the invoice and any additional information that Contractor needs to correct the invoice.

c. Participating State may request Contractor for additional documentation to support payment of any invoice. Contractor shall respond to any such requests within ten (10) calendar days of receipt. Participating State's payment obligations are conditioned upon receipt of an invoice that complies with this Section 10 and includes any supporting documentation as may be requested by Participating State.

d. Participating State's payment will not be due until thirty (30) calendar days after the latter of (i) receipt of an invoice that complies with this Section 10, the completion of the Services, or the delivery of the Products.

11. Termination; Default and Remedies.

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a. Termination for Convenience. Participating State may terminate this Participating Addendum, including any unfulfilled Orders made hereunder, in whole or in part, at any time without cause by providing Contractor with thirty (30) calendar days' advance written notice.

b. Termination for Cause. If Contractor fails to perform under this Participating Addendum, including any Orders made hereunder, or fails to comply with any of the terms or conditions of this Participating Addendum, Participating State may, in its sole and absolute discretion, immediately terminate all or any part of this Participating Addendum, including any unfulfilled Orders made hereunder.

c. Other Remedies Preserved. Termination is not Participating State's exclusive remedy but will be in addition to any other rights and remedies available in law or in equity under this Participating Addendum and the Master Agreement. The exercise of any remedies hereunder will not constitute a termination of this Participating Addendum unless Participating State notifies Contractor in writing prior to the exercise of such remedy. Contractor shall also be liable for all costs and expenses, including attorney's fees and court costs, incurred by Participating State in enforcing the terms and conditions of this Participating Addendum.

d. No Liability Upon Termination. If this Participating Addendum is terminated for any reason, Participating State shall not be liable to Contractor for any damages arising from or related to the termination. In the event that Participating State terminates this Participating Addendum, Participating State shall not be liable to Contractor for any reason, except for the payment of the Products and Services ordered hereunder that are performed or delivered and accepted, as the case may be, in accordance with all terms and conditions of this Participating Addendum.

12. Access to Records. Contractor will maintain all fiscal records relating to this Participating Addendum in accordance with generally accepted accounting principles and will maintain all other records relating to this Participating Addendum in such a manner as to clearly document Contractor's performance hereunder. Participating State shall have access to such fiscal books and records of Contractor which relate to this Participating Addendum to perform examination and audits and to make copies of the same. Contractor will retain and keep accessible all such fiscal books and records writings for a minimum of six (6) years, or such longer period as may be required by applicable law following final payment and termination of this Participating Addendum, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Participating Addendum, whichever date is later.

13. Public Information.

a. Application of Right-to-Know Law. Participating State's obligations of confidentiality, if any, under the Master Agreement and this Participating Addendum are subject to disclosure pursuant to the New Hampshire Right-to-Know Law codified at RSA 91-A. Notwithstanding the terms and conditions set forth in Section 13(b) below, Participating State shall have the sole and final authority as to whether the disclosure of any information relating to the transactions contemplated in this Participating Addendum or the Master Agreement is required under RSA 91-A.

b. Contractor's Designation of Trade Secrets and Confidential Information. If Contractor considers any portion of the materials disclosed to Participating State to be confidential or protected as a trade secret, Contractor must clearly designate that portion of the material as "CONFIDENTIAL," "TRADE SECRET," or any other language of similar import when submitted to Participating State. In the event that Participating State receives any request made pursuant to RSA 91-A that seeks the disclosure of materials designated by Contractor as being confidential or protected as a trade secret, and Participating State determines that the provisions of 91-A require

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the disclosure of the materials so designated, Participating State will notify Contractor of the following:

- i. The scope of the information sought through the request;
- ii. A description of the materials that Participating State will disclose in response to the request;
- iii. A description of the materials, if any, that are exempt from disclosure under the Right-to-Know Law pursuant to RSA 91-A:5 or any other applicable exception or exemption to the Right-to-Know Law; and
- iv. The date upon which Participating State will disclose the materials to the RSA 91-A requestor.

If Participating State concludes that the disclosure of materials designated by Contractor as being confidential or protected as a trade secret is required under RSA 91-A, Contractor shall be responsible for taking whatever appropriate legal action it deems necessary to prevent such disclosure to the RSA 91-A requestor. Notwithstanding the preceding sentence, any and all claims against Participating State pursuant to RSA 91-A are subject to the terms and conditions set forth in Sections 20 through 22 of this Participating Addendum to the fullest extent permitted by law.

14. Primary Contacts; Notice. The Parties' respective primary points of contact for this Participating Addendum are the individuals named below as follows:

a. Contractor.

| | |
|------------|--|
| Name: | Erik Hewitt |
| Address: | 200 Innovation Way, Akron, OH 44316 |
| Telephone: | (330) 796-4270 |
| Email: | govsales@goodyear.com |

b. Participating State.

| | |
|------------|--|
| Name: | James Poulin |
| Address: | 25 Capital Street, Concord, NH 03301 |
| Telephone: | (603) 271-7605 |
| Email: | James.m.Poulin@das.nh.gov |

Except as otherwise expressly provided by law, any and all notices or other communications required or permitted to be given pursuant to this Participating Addendum shall be in writing and shall be deemed to be delivered when sent by U.S. mail, postage prepaid, or by email to each Parties' respective primary contracts identified above. Each Party may change its respective primary contacts by providing written notice of such change to the other Party in the manner specified by this Section 14.

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15. Usage Reporting. Contractor shall submit quarterly usage reports for analysis by Participating State's Procurement Officer identified in Section 14(b) above for each quarter during the term of this Participating Addendum as follows:

| Reporting Period | Due Date |
|--------------------------|------------|
| January 1 to March 31 | April 30 |
| April 1 to June 30 | July 31 |
| July 1 to September 30 | October 31 |
| October 1 to December 31 | January 31 |

Each quarterly usage report shall be submitted electronically in a ".xls" or "CSV" format and shall be organized by Authorized Purchaser. In addition, each quarterly usage report shall include, at a minimum, the following information:

- a. Participating State's number assigned to this Participating Addendum, if any, and the number assigned to the Master Agreement;
- b. The names of all Authorized Purchasers that placed an Order under this Participating Addendum during the reporting period;
- c. A description of the Products and Services purchased by each Authorized Purchaser as well as the total price for each Order;
- d. The total price of all Orders during the reporting period; and
- e. Any other information as Participating State may reasonably request.

16. Click Through Terms and Conditions. If either Party uses a web based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect to any Products or Services ordered hereunder (each an "Electronic Ordering System"), the Parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Contractor is hereby given notice that the persons using Electronic Ordering Systems on behalf of Participating State do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of this Participating Addendum. Accordingly, where Participating State is required to "click through," otherwise accept, or be made subject to any terms and conditions in using an Electronic Ordering Systems, any such terms and conditions are deemed void upon presentation. Additionally, where Participating State is required to accept or be made subject to any terms and conditions in accessing or employing any Products or Services, those terms and conditions will also be void.

17. Insurance. Contractor shall, at its own expense, obtain and continuously maintain in full force throughout the term of this Participating Addendum, the following types of insurance coverage:

- a. Commercial general liability insurance against all claims of bodily injury, death, or property damage in an amount of not less than One-Million and 00/100 Dollars (\$1,000,000.00) per occurrence and Two-Million and 00/100 Dollars (\$2,000,000.00) in the aggregate; and
- b. Workers' compensation insurance as required by applicable workers' compensation laws for persons performing work under this Participating Addendum with limits not less than Five-Hundred Thousand and 00/100 Dollars (\$500,000.00) per accident.

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Contractor shall provide Participating State with certificates of insurance for all insurance required under this Section 17 before furnishing any Products or Services pursuant to the Master Agreement and this Participating Addendum.

18. Equal Employment Opportunity. Contractor shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to Contractor, this Participating Addendum, and any Orders made under this Participating Addendum, as may be modified or adopted from time to time. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations, and executive orders to the extent they are applicable to this Participating Addendum and the Orders made hereunder:

- a. Titles VI and VII of the Civil Rights Act of 1964, as amended;
- b. Sections 503 and 504 of the Rehabilitation Act of 1973, as amended;
- c. The Americans with Disabilities Act of 1990, as amended;
- d. Executive Order 11246, as amended;
- e. The Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended;
- f. The New Hampshire Law Against Discrimination, RSA 354-A, as amended;
- g. All regulations and administrative rules established pursuant to the foregoing laws; and
- h. All other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.

19. Participating State's Set-Off Rights. Notwithstanding any terms and conditions contained herein to the contrary, Participating State shall have and retain all of its common law, equitable, and statutory rights of set-off. These set-off rights shall include, but not be limited to, Participating State's option to withhold any monies due to Contractor under this Participating Addendum up to any amounts due and owing to Participating State with regard to this Participating Addendum, or any other contracts or agreements between Contractor and Participating State, plus any amounts due and owing to Participating State for any other reason, including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto.

20. Indemnification. Notwithstanding any terms and conditions set forth herein to the contrary, Contractor shall indemnify and hold Participating State harmless from and against, and to reimburse Participating State for, any and all liabilities, penalties, assessments, judgments, claims, demands, debts, obligations, fines, damages, losses, reasonable fees and expenses, including reasonable attorney's fees and litigations costs, actually suffered or incurred by Participating State arising from any negligent acts or omissions of Contractor in the performance of its obligations under this Participating Addendum. The terms and conditions of this Section 20 shall survive the expiration or termination of this Participating Addendum.

21. Limitation of Liability. To the fullest extent permitted by law, the Parties agree that in no event will either Party, together with that parties officials, agents, and employees, be liable for any indirect, incidental, special, or consequential damages, including, without limitation, lost profits, even if Participating State had been advised, knew, or should have known of the possibility of such damages.

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22. Sovereign Immunity Preserved. Notwithstanding any terms and conditions set forth herein to the contrary, this Participating Addendum shall not be construed as a waiver of Participating State's sovereign immunity, which is hereby reserved by Participating State. The terms and conditions of this Section 22 shall survive the expiration or termination of this Participating Addendum.

23. Successors and Assigns. The promises and covenants herein contained shall bind, and the benefits and advantages shall inure to, except as herein specifically limited, the respective successors and assigns of the Parties.

24. Governing Law. The Parties acknowledge and agree that this Participating Addendum and the rights, obligations, and liabilities of the Parties hereunder, including matters of construction, validity, and performance, shall be exclusively governed by the laws of the State of New Hampshire without regard to any choice of law or conflict of law, rules, or provisions (whether of the State of New Hampshire or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New Hampshire.

25. Consent to Jurisdiction and Venue. The Parties hereby irrevocably and unconditionally (a) submit to exclusive personal jurisdiction in the Superior Courts of the State of New Hampshire over any suit, action, or proceeding arising out of or relating to this Participating Addendum, and (b) waive any and all personal rights under the laws of any other state to object to jurisdiction within the Superior Courts of the State of New Hampshire. The Parties agree that the only proper venue for any suit, action, or proceeding arising out of or related to this Participating Addendum shall be in the state courts of the State of New Hampshire.

26. Severability. If any term or condition of this Participating Addendum or the application thereof to any party or circumstance shall to any extent be invalid or unenforceable, the remainder of this Participating Addendum, or the application of such term or condition to the Parties or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and condition of this Participating Addendum shall be valid and enforceable to the maximum extent permitted by law.

27. Waiver. No delay on the part of Participating State in the exercise of any right or remedy hereunder shall operate as a waiver thereof, and no single or partial exercise by Participating State of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy; nor shall any amendment, modification, or waiver of any of the provisions of this Participating Addendum be binding upon Participating State except as expressly set forth in a writing duly signed and delivered by an authorized agent of Participating State. No action of Participating State permitted hereunder shall in any way affect or impair the rights of Participating State or the obligations of Contractor under this Participating Addendum.

28. Merger. This Participating Addendum, together with the Master Agreement, is intended by the Parties as the final, complete, and exclusive understanding of the Parties hereto. All prior or contemporaneous promises, agreements, and understandings, whether oral or written, are deemed to be superseded by this Participating Addendum, and no Party is relying on any promise, agreement, or understanding not set forth in this Participating Addendum. This Participating Addendum may not be amended or modified except by a written instrument describing such amendment or modification executed by the Parties hereto.

29. Construction. The recitals set forth at the outset of this Participating Addendum are a part of this Participating Addendum, as fully as if set forth in their entirety in the body hereof. The captions or headings in this Participating Addendum are for ease of reference only, and no caption or heading shall affect in any way the interpretation, meaning, or construction of this Participating Addendum. Wherever

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used, the singular shall include the plural, the plural the singular, and the use of any gender or the neuter shall be applicable to all genders and the neuter. References to a person or entity are, unless the context otherwise requires; also to its owners, members, managers, shareholders, officers, directors, affiliates, heirs, executors, legal representatives, agents, successors, and assigns as applicable. As used in this Participating Addendum, the terms "include," "includes," and "including" shall be deemed to be followed by "without limitation" whether or not they are in fact followed by such word or words of similar import. The words "all" and "each" shall be construed as all and each, and the words "or" and "and" shall be construed either disjunctively or conjunctively, as the context may require.

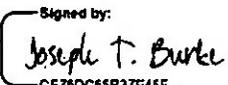
30. Counterparts; Facsimile and Electronic Signatures. This Participating Addendum may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Participating Addendum. A facsimile or portable document format (PDF) signature on this Participating Addendum shall be equivalent to, and have the same force and effect as, an original signature. In accordance with the New Hampshire Uniform Electronic Transactions Act, RSA 294-E, the Parties hereby agree that this Participating Addendum may be signed electronically, including any exhibits, schedules, addenda, or other attachments referenced herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

**Participating Addendum for
Tires, Tubes and Services**

**Between The State of New Hampshire and
The Goodyear Tire and Rubber Company**

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date their respective signatures parties below.

| | |
|---|--|
| Contracting Officer for Participating State James Poulin, Purchasing Agent | Participating State Telephone Number (603) 271-7605 |
| Contractor Signature Signed by:  Date: 10/10/2024 CF76DC55B37E45F... | Name and Title of Contractor Signatory Joseph T. Burke, Vice President Commercial |
| Participating State Signature  Date: 10/30/24 | Name and Title of Participating State Signatory Charles M. Arlinghaus, Commissioner |
| Approval by the N.H. Department of Administration, Division of Personnel (if applicable) | |
| By: _____ Director, On: _____ | |
| Approval by the Attorney General (Form, Substance and Execution) (if applicable) | |
| By: <i>Duncan A. Edgar</i> On: December 2, 2024 | |
| Approval by the Governor and Executive Council (if applicable) | |
| G&C Item number: | G&C Meeting Date: |

(Please email fully executed PDF copy of this document to PA@nasgovaluepoint.org to support documentation of participation and posting in appropriate data bases)

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that THE GOODYEAR TIRE & RUBBER COMPANY is a Ohio Profit Corporation registered to transact business in New Hampshire on December 03, 1956. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 1605

Certificate Number: 0006798952



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 29th day of October A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

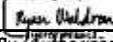
David M. Scanlan
Secretary of State

Iowa Department of Administrative Services Contracts Declaration & Execution Page

| | | | |
|---|--------------------------------------|--------------------------------------|--------------------------|
| Title of Contract: Tires, Tubes, and Services | | Bid Proposal Number RFP0223005113 | Contract Number 24155 |
| 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: Goodyear Tire & Rubber Company | | | |
| 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 26 |
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| Attachment 1 - Approved Distributor (Dealer) Agreement | | | Page 38 |
| Attachment 2 – Warranty | | | Page 41 |

Warranty

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

| | |
|---|-------------------------|
| Contractor: Goodyear Tire & Rubber Company | |
| By (Authorized Signature)  Ryan Waldron President, North America Consumer | Date Signed 4/9/2024 |
| Printed Name and Title of Person Signing | |

200 Innovation Way Akron, Ohio 44316
Address

State of Iowa: Department of Administrative Services – Central Procurement

| | |
|---|-------------------------------|
| By (Authorized Signature)  Karl Wendt, Procurement Manager | Date Signed April 10, 2024 |
| Printed Name and Title of Person Signing | |

Address
1305 E Walnut ST, Des Moines, IA 50319

SECTION 1
NASPO VALUEPOINT MASTER AGREEMENT TERMS AND 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 Authorized Dealer** means any independent, third-party dealer authorized by Contractor to sell products and /or provide services under this Master Agreement.
- 1.1.3 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.
- 1.1.4 Embedded Software** means one or more software applications which permanently reside on a computing device.
- 1.1.5 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.
- 1.1.6 Lead State** means the State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.
- 1.1.7 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.
- 1.1.8 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.
- 1.1.9 Order or Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.
- 1.1.10 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.).

1.1.11 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.

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

1.1.13 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.

1.1.14 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 the 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 six (6) months 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 sixty (60) days following the date the goods are 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 must 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 must perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor must 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@naspo.valuepoint.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.

1.7.4.5 Obligation to Act in Good Faith

The parties acknowledge that this Master Agreement and its terms and pricing have been negotiated for the benefit of the parties, NASPO ValuePoint, Participating Entities, and Purchasing Entities. Apart from a Participating Addendum or Order, Contractor shall not intentionally induce a potential Participating Entity or Purchasing Entity to enter into a separate agreement, the pricing and terms of which are derived from this Master Agreement, for the purpose of avoiding compliance with Contractor's obligations under Section 1.7. Nothing in this Section 1.7.4.5 shall prohibit Contractor from contracting with an entity with substantially similar pricing and terms if such pricing and terms are independently negotiated with the entity or are consistent with pricing and terms ordinarily offered by Contractor to public sector customers."

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 1.9 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 substantial 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 X will apply.

1.10.2 Warranty

The terms, conditions and limitations of Contractor's applicable limited warranties for new and retread tire products, as in effect from time to time and attached hereto as Attachment 2.

Purchasing Entities in connection with the Master Agreement. CONTRACTOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE PRODUCTS, WITHOUT

LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED.

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 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 may provide the Products or services through its Authorized Dealers and (ii) all Authorized Dealers shall be directly and fully responsible (without any contribution from Contractor or its employees) to the Lead State, Participating Entities and Purchasing Entities for any liabilities, negligence, insurance requirements, wrongful acts or warranties directly related to performance of the Authorized Dealers under this Master Agreement. All Authorized Dealers will execute an Approved Distributor (Dealer) Agreement, attached as Attachment 1. Failure to enforce an Approved Distributor (Dealer) Agreement when such Authorized Dealer does not abide by its indemnification

requirements shall qualify as an event of default on this Master Agreement under Section 1.14.8.

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").

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, self-insure or maintain in full force and effect, the insurance described in this section. A Participating Entity may negotiate alternative Insurance requirements in their Participating Addendum.

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.

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, 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 cancellation or nonrenewal of such policy or is first aware that cancellation is threatened.

1.13.5 Notice of Endorsement

Prior to commencement of performance and to the extent not self-insured, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the 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 and noncontributory.

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

To the extent not self-insured, 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.

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.

1.14.2.3 Injunctive Relief

Contractor acknowledges that Contractor's breach of Section 14.2 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.

1.14.4 Changes in Contractor Representation

The Contractor must use commercially reasonable efforts, to promptly notify the Lead State in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Contractor shall propose replacement key personnel having substantially equal 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 strike or labor disruption, epidemic or pandemic, 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.

1.14.8.1.6 Failure to enforce an Approved Distributor (Dealer) Agreement under Section 1.12.1.

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 fifteen (15) 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 Assessment of liquidated damages as provided in this Master Agreement;

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

1.14.8.3.5 Suspension of Contractor's performance; and

1.14.8.3.6 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 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. Deliverables shall include specific full lines of tires and tubes identified in the Manufacturer's Price List (MPL) and related services.

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. EV Tires
10. Retread

2.3.2 Product and Service Specifications

2.3.2.1 General Tire Specifications

The quality for all tires must 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 must be marked with Federal Department of Transportation (DOT) compliance symbol. Tires must conform to all applicable Federal Specifications.

All tires in subcategories one (1) through nine (9) must be new, unused and must 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 must 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 must 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. must not be acceptable.

Tires offered must 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 must be new, standard production tires expressly designed and certified by manufacturer for high speed operation and must exhibit exceptional safety, stability, handling, and stopping characteristics. Contractor must 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 must 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 must 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 must 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 must 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 must 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 must 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 must 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 Electric Vehicle (EV) Tires

Common applications are electric sedans and trucks requiring tires with high load index.

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

2.3.2.1.10 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 must be standard production first line, heavy duty butyl tubes or natural rubber of fresh stock. All tubes must 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 must conform to all applicable federal specifications. All tubes must be new and must 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 must 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. If Contractor does not offer one of the items listed below, the Contractor should mark it as NA. Approved Authorized Dealers must honor the services pricing in the Contractor's Cost Proposal.

Contractor must provide a list of its approved Authorized Dealers for each state included in this Contract. The Contractor 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, must 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 should be listed as 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– 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 must 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 must provide a dedicated customer service representative(s) for the Master Agreement. The representative must be available to respond to all Participating Entity inquiries within two (2) business day. The representative must be available to resolve any customer service issues.

2.3.3.3 The Contractor must report Key Performance Indicators (KPIs) measuring their customer service and response time. The KPI report must 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) must 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 must be prepared to discuss overall effectiveness of contract, total sales, and customer service. The representative must 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) must be able to process multiple individual accounts and unique users within a Purchasing Entity.

2.3.5 Payment Types

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

2.3.6 Recruiting and Education of Approved Distributors

Contractor must agree to continue recruiting dealers to become Approved Distributors for Participating Entities for the duration of the Master Agreement. Contractor must 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 must 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 and shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the Contract pricing.

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 must 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 must 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 must 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 must provide the following NASPO ValuePoint reports.

2.4.2.1 Summary Sales Data – The Contractor must 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 must 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 must 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 t of administrative fees.

2.4.3 Price and Rate Guarantee Period

All prices and rates must 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 must be made at least sixty (60) days prior to the effective date. Requests for price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement must not be effective unless approved by the Lead State. No retroactive adjustments to prices or rate must be allowed.

2.5 Lead State Responsibilities and Tasks

2.5.1 Adjustment in Pricing

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

2.5.2 Contract Extensions

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

2.5.4 Participating Addendum Escalation Contact

The Lead State Contract Administrator must 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 Tire 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 | 52.50% | Goodyear Tire & Rubber Company | 1/1/2024 |
| B2 | Automobile/Passenger Vehicles | 48% | Goodyear Tire & Rubber Company | 1/1/2024 |
| B3 | Light Duty Trucks: | 48% | Goodyear Tire & Rubber Company | 1/1/2024 |
| | 3a. Radial | 48% | Goodyear Tire & Rubber Company | 1/1/2024 |
| | 3b. Bias | 48% | Goodyear Tire & Rubber Company | 1/1/2024 |
| B4 | Medium Commercial/Heavy Duty Trucks/Buses | 60% | Goodyear Tire & Rubber Company | 1/1/2024 |
| B5 | Off Road | 30% | Goodyear Tire & Rubber Company | 1/1/2024 |
| | 5a. Off Road Radial | 30% | Goodyear Tire & Rubber Company | 1/1/2024 |
| | 5b. Off Road Bias | 30% | Goodyear Tire & Rubber Company | 1/1/2024 |
| B6 | Agriculture/Farm | NA | NA | NA |
| B7 | Industrial Tires | 30% | Goodyear Tire & Rubber Company | 1/1/2024 |
| B8 | Specialty Tires | NA | NA | NA |
| B9 | EV Tires | 48% | Goodyear Tire & Rubber Company | 1/1/2024 |
| B10 | Retread | 73% | Goodyear Tire & Rubber Company | 1/1/2024 |

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:

| Product Code 9 | Product Code 9 Desc | Tire Type | Price | NASPO Sub-Category | Type of Service |
|----------------|-----------------------------------|-----------|---------|---|--|
| 044220000 | GOV WHEEL BALANCE - COMPUTER SPIN | SV | \$14.00 | Pursuit, Performance, Passenger, Automobile | Wheel balance-computer spin balance (Per Tire) |
| 044220000 | GOV WHEEL BALANCE - COMPUTER SPIN | SV | \$14.00 | Light Duty Trucks | Wheel balance-computer spin balance (Per Tire) |
| 044220000 | GOV WHEEL BALANCE - COMPUTER SPIN | SV | \$14.00 | EV Tires | Wheel balance-computer spin balance (Per Tire) |
| 041270000 | GOV NEW VALVE STEM | SV | \$3.55 | Pursuit, Performance, Passenger, Automobile | New valve stem rubber (per tire) |
| 041270000 | GOV NEW VALVE STEM | SV | \$3.55 | Light Duty Trucks | New valve stem rubber (per tire) |
| 041270000 | GOV NEW VALVE STEM | SV | \$3.55 | EV Tires | New valve stem rubber (per tire) |

| | | | | | |
|-----------|--|----|---------|---|--|
| 041270000 | GOV NEW VALVE STEM | SV | \$7.95 | Pursuit, Performance, Passenger, Automobile | New valve stem metal (per tire) |
| 041270000 | GOV NEW VALVE STEM | SV | \$7.95 | Light Duty Trucks | New valve stem metal (per tire) |
| 041270000 | GOV NEW VALVE STEM | SV | \$7.95 | EV Tires | New valve stem metal (per tire) |
| 041270000 | GOV NEW VALVE STEM | SV | \$11.00 | Medium Commercial/ Heavy Duty/Bus (Single) | New valve stem (per tire) |
| 041270000 | GOV NEW VALVE STEM | SV | \$11.00 | Medium Commercial/ Heavy Duty/Bus (Dual) | New valve stem (per tire) |
| 041270000 | GOV NEW VALVE STEM | SV | \$11.00 | Retread | New valve stem (per tire) |
| 040476000 | GOV AUTO INSTALL-NOT PURCH IN STORE | SV | \$10.15 | EV Tires | Change tire, dismount and mount |
| 040476000 | GOV AUTO INSTALL-NOT PURCH IN STORE | SV | \$10.15 | Pursuit, Performance, Passenger, Automobile | Change tire, dismount and mount |
| 040478000 | GOV CHANGE TIRE, DISM & MOUNT-LT (C,D,E) | SV | \$8.00 | Light Duty Trucks | Tire Installation w/purchase in store includes dismount of used tires and tubes (per tire) |
| 044218000 | GOV WHEEL BALANCE WITH VALVE | SV | \$17.55 | Pursuit, Performance, Passenger, Automobile | Wheel balance/Rubber Valve stem combo (per tire) |
| 044218000 | GOV WHEEL BALANCE WITH VALVE | SV | \$17.55 | Light Duty Trucks | Wheel balance/Rubber Valve stem combo (per tire) |
| 044218000 | GOV WHEEL BALANCE WITH VALVE | SV | \$17.55 | EV Tires | Wheel balance/Rubber Valve stem combo (per tire) |
| 046884000 | GOV ROTATE MOUNTED TIRES | SV | \$4.10 | Pursuit, Performance, Passenger, Automobile | Rotate mounted tires (per tire) |
| 046884000 | GOV ROTATE MOUNTED TIRES | SV | \$4.10 | Light Duty Trucks | Rotate mounted tires (per tire) |
| 046884000 | GOV ROTATE MOUNTED TIRES | SV | \$4.10 | EV Tires | Rotate mounted tires (per tire) |
| 040477000 | GOV LT TIRE INSTALL-NOT PURCH IN STORE | SV | \$11.80 | Light Duty Trucks | Change tire, dismount and mount |
| 040488000 | SURRENDERED TIRE SCRAP CHARGE | SV | \$4.00 | Pursuit, Performance, Passenger, Automobile | Used tire recycle/disposal fee (per tire) |
| 040488000 | SURRENDERED TIRE SCRAP CHARGE | SV | \$6.00 | Light Duty Trucks | Used tire recycle/disposal fee (per tire) |
| 040488000 | SURRENDERED TIRE SCRAP CHARGE | SV | \$4.00 | EV Tires | Used tire recycle/disposal fee (per tire) |
| 040488000 | SURRENDERED TIRE SCRAP CHARGE | SV | \$10.00 | Medium Commercial/ Heavy Duty/Bus (Single) | Used tire recycle/disposal fee (per tire) |
| 040488000 | SURRENDERED TIRE SCRAP CHARGE | SV | \$10.00 | Medium Commercial/ Heavy Duty/Bus (Dual) | Used tire recycle/disposal fee (per tire) |
| 040488000 | SURRENDERED TIRE SCRAP CHARGE | SV | \$10.00 | Retread | Used tire recycle/disposal fee (per tire) |
| 040479000 | GOV MT/DISMT 17.5" & UP RIM DIAM OUTSIDE | SV | \$38.00 | Medium Commercial/ Heavy Duty/Bus (Single) | Tire Installation w/purchase in store includes dismount of used tires and tubes (per tire) |
| 040479000 | GOV MT/DISMT 17.5" & UP RIM DIAM OUTSIDE | SV | \$38.00 | Retread | Tire Installation w/purchase in store includes dismount of used tires and tubes (per tire) |

| | | | | | |
|-----------|---|----|---------|---|--|
| 040479000 | GOV MT/DISM 17.5" & UP RIM DIAM OUTSIDE | SV | \$38.00 | Medium Commercial/ Heavy Duty/Bus (Single) | Change tire, dismount and mount |
| 040479000 | GOV MT/DISM 17.5" & UP RIM DIAM OUTSIDE | SV | \$38.00 | Retread | Change tire, dismount and mount |
| 046993000 | GOV MED COM INSTALL (DUAL) | SV | \$40.00 | Medium Commercial/ Heavy Duty/Bus (Dual) | Tire installation w/purchase in store includes dismount of used tires and tubes (per tire) |
| 046993000 | GOV MED COM INSTALL (DUAL) | SV | \$40.00 | Medium Commercial/ Heavy Duty/Bus (Dual) | Change tire, dismount and mount |
| 044171000 | WHEEL BALANCING - COMM TRK GOVT. | SV | \$42.50 | Medium Commercial/ Heavy Duty/Bus (Single) | Wheel balance-computer spin balance (Per Tire) |
| 044171000 | WHEEL BALANCING - COMM TRK GOVT. | SV | \$42.50 | Medium Commercial/ Heavy Duty/Bus (Dual) | Wheel balance-computer spin balance (Per Tire) |
| 044171000 | WHEEL BALANCING - COMM TRK GOVT. | SV | \$42.50 | Retread | Wheel balance-computer spin balance (Per Tire) |
| 046996000 | GOV WHEEL BALANCE WITH VALVE (DUAL) | SV | \$53.50 | Medium Commercial/ Heavy Duty/Bus (Dual) | Wheel balance/Valve stem combo (per tire) |
| 046883000 | GOV COM-LARGE TRUCK ROTATE | SV | \$29.00 | Medium Commercial/ Heavy Duty/Bus (Single) | Rotate mounted tires (per tire) |
| 046883000 | GOV COM-LARGE TRUCK ROTATE | SV | \$29.00 | Medium Commercial/ Heavy Duty/Bus (Dual) | Rotate mounted tires (per tire) |
| 046883000 | GOV COM-LARGE TRUCK ROTATE | SV | \$29.00 | Retread | Rotate mounted tires (per tire) |
| 044218000 | GOV WHEEL BALANCE WITH VALVE | SV | \$53.50 | Medium Commercial/ Heavy Duty/Bus (Single) | Wheel balance/Valve stem combo (per tire) |
| 044218000 | GOV WHEEL BALANCE WITH VALVE | SV | \$53.50 | Retread | Wheel balance/Valve stem combo (per tire) |
| 040478000 | GOV CHANGE TIRE, DISM & MOUNT- PASS/PURSUIT | SV | \$8.00 | EV Tires | Tire installation w/purchase in store includes dismount of used tires and tubes (per tire) |
| 040478000 | GOV CHANGE TIRE, DISM & MOUNT- PASS/PURSUIT | SV | \$8.00 | Pursuit, Performance, Passenger, Automobile | Tire installation w/purchase in store includes dismount of used tires and tubes (per tire) |

3.3 Internal Controls

Contractor has incorporated internal controls based on product code pricing. Contractor shall not bill the Purchasing Entity for product code line items where the billed price is greater than the contract rate based on their internal controls in an effort to keep billing compliant with the Contract.

**SECTION 4
CONTACTS**

4.1 Goodyear
Kenny Miller
330.796.4352
kenneth_miller@goodyear.com

4.2 State of Iowa – DAS/Procurement Contact
Karl Wendt
515.281.7073
karl.wendt@iowa.gov

4.3 NASPO-Valuepoint
Josh Descoteaux
589.551.0958
jdescoteaux@naspo.org

ATTACHMENT 1
APPROVED DISTRIBUTOR (DEALER) AGREEMENT – [Name of State]
FOR TIRE RELATED SERVICES – RFP1118005083
NASPO ValuePoint Master Agreement 19101

The State of _____ (State) has entered into a contract with _____ (Manufacturer”) to provide tires and services to the State and political subdivisions within the State resulting from the State of Iowa Request for Proposal 1118005083. Specific independent and/or corporate owned Approved Distributors (“Dealers”) will be authorized by the Manufacturer to provide tires, tubes and tire related services related to purchasing the tires (mounting tires, rotating tires, etc.).

This Dealer Agreement will identify the responsibilities of the Dealer for the services provided by the Dealer. Dealers will need to sign the Approved Distributor (Dealer) Agreement before the Dealer will be authorized to provide services to the State. This Agreement will be effective on the last signature date below.

The Dealer agrees to the following:

1. PROFESSIONAL SERVICES

Dealer warrants that all services shall be performed in a professional and workmanlike manner consistent with standard industry practice; and in accordance with any approved Statement of Work, if applicable. Dealer agrees to abide by all applicable laws, regulations, and industry standards when performing services for the State. Dealer will provide Manufacturer its current delivery pricing and terms, if applicable, and submit updates within a maximum of thirty (30) days of when pricing or terms are adjusted.

2. INSURANCE REQUIREMENTS

The Dealer will agree to carry all insurance which may be required by federal and state laws, state and city ordinances, charters, regulations, and codes. The Dealer certifies that it has now and will continue to have in full force and effect the following certificates of insurance. Copies of the insurance certificates shall be provided to the State within ten (10) days upon request. All Insurance shall be issued by an insurance company authorized by the Insurance Department to transact business in the State. No policy shall expire, be canceled or materially changed to effect coverage available to the State without thirty (30) days written notice to the State.

- a. **Liability insurance:** a certificate of insurance evidencing insurance coverage for general liability including contractual liability, written on a comprehensive form with coverage for personal injury and a limit of liability of not less than \$1,000,000 per occurrence for bodily injury, property damage and personal injury; and, \$2,000,000 general aggregate.
- b. **Worker's compensation and employer's liability:** a certificate of insurance evidencing Dealer is complying with any applicable State Workers Compensation or Employers Liability Insurance requirements.
- c. **Garage liability including Garage Keepers Legal Liability:** a certificate evidencing coverage with a minimum limit of \$100,000 and to include loss of use of state operated vehicle(s).

3. HOLD HARMLESS

The Dealer shall release, protect, indemnify and hold the State and its officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims arising from acts or omissions of the Dealer, its employees or subcontractors or volunteers.

4. CONTRACT WITH MANUFACTURER

The Dealer agrees to abide by the terms and conditions of the Contract between the Manufacturer and the State resulting from State of Iowa Request for Proposal 1118005083.

IN WITNESS WHEREOF, the authorized representatives of the parties sign and agree to the terms of this Agreement.

Approved Distributor (DEALER)

Signature

Date

Name and Title of Signer
(Type or Print)

AUTHORIZED DISTRIBUTOR (DEALER) INFORMATION

Legal Status: Corporation Partnership Sole Proprietor

Dealer Name: _____

Address: _____

City, State, Zip: _____

Phone: _____ Fax: _____

Contact Name: _____

Email Address: _____

Federal Tax ID #: _____

.....

Check this box if you cannot provide any delivery services.

If you have the capacity to provide delivery services, please enter your delivery rates and any terms associated with delivery.

Delivery Rate(s): _____

Delivery Terms: _____

ATTACHMENT 2

THE GOODYEAR TIRE & RUBBER COMPANY

Goodyear Warranty Information

The Goodyear Tire & Rubber Company
200 Innovation Way
Akron, OH 44316

Please see the attached warranty information for the tires offered from the Goodyear Tire & Rubber Company.



LIMITED WARRANTY, TIRE CARE AND MAINTENANCE GUIDE

Highway Auto Tires

Light Truck Tires

Temporary Spare

Special Trailer (ST) Tires

GOOD YEAR

HIGHWAY AUTO, LIGHT TRUCK AND SPECIAL TRAILER TIRE AND ADJUSTMENT POLICY

(EXCLUDES GOODYEAR® UNISTEEL® RADIAL LIGHT TRUCK TIRES)

WHO IS ELIGIBLE?

You are eligible for the benefits of this Limited Warranty if you meet all the following criteria:

- You are the owner or authorized agent of the owner of new Goodyear highway auto, light truck or special trailer tires.
- Your tires bear Department of Transportation prescribed tire identification numbers
- Your tires have been used only on the vehicle on which they were originally installed according to the vehicle manufacturer's or Goodyear's recommendations
- Your tires were purchased on or after April 1, 2019.

Light truck tires are defined as all tires identified with the "LT" designation in the sidewall stamping, e.g. LT245/75R16.

Special Trailer tires are defined as all tires identified with the "ST" designation in the sidewall stamping, e.g. ST235/80R16.

WHAT IS COVERED AND FOR HOW LONG?

FREE TIRE REPLACEMENT

Any new Goodyear highway radial auto, radial light truck tire or Special Trailer (ST) tire, covered by this policy, removed from service due to a covered warranty condition during the first 2/32" of usable tread or twelve months from date of purchase, whichever comes first, will be replaced with a comparable new Goodyear tire at no charge, including mounting and balancing. (Without proof of purchase the date of manufacture will be used to determine eligibility.)

ALL OTHER HIGHWAY AUTO OR LIGHT TRUCK TIRES

Any new Goodyear highway auto or light truck tire, other than radial auto or radial light truck tires, removed from service due to a covered warranty condition during the first 1/32" of usable tread will be replaced with a comparable new Goodyear tire at no charge, including mounting and balancing.

TEMPORARY SPARE TIRES

Any Goodyear temporary spare tire removed from service due to a covered warranty condition during the first 50% of usable treadwear (1/32") will be replaced with a comparable new Goodyear temporary spare tire at no charge, including mounting.

PRORATED ADJUSTMENT

Tires not eligible for free replacement that are removed from service due to a covered warranty condition will be replaced with a comparable new Goodyear tire on a prorated basis for up to six (6) years from the date of original new tire purchase or when the treadwear indicators become visible (worn to 2/32"), whichever occurs first. (Without proof of purchase the date of manufacture will be used to determine eligibility.)

HOW WILL PRORATED CHARGES BE CALCULATED?

Replacement price will be calculated by multiplying the tire's advertised retail selling price at the time of adjustment by the percentage of usable original tread that has been worn off. You pay for mounting and balancing, and an amount equal to the current Federal Excise Tax (F.E.T. – U.S. only) and any other applicable taxes and government-mandated charges.

EXAMPLE: If your disabled tire had an original 8/32" of usable treadwear and is worn to 4/32" usable tread remaining, you have used 50% and therefore must pay 50% of the advertised retail selling price of the comparable tire.

In addition, you must pay an amount equal to the full current Federal Excise Tax (U.S. only) or any other applicable taxes and government-mandated charges for the comparable new replacement tire at the time of adjustment. If the price of the new comparable tire is \$130.00, the cost to you would be \$65.00 plus F.E.T. (U.S. only) plus any other applicable taxes and government-mandated charges.

WHAT IS A COMPARABLE TIRE?

A "comparable" new Goodyear tire will be the same brand tire and may be either the same line of tire or, in the event that the tire is not available, the same brand tire with the same basic construction and similar performance attributes with a different sidewall or tread configuration. If a higher priced tire is accepted as replacement, the difference in price will be at an additional charge to you. Any replacement tire provided pursuant to this warranty will be covered by the warranty in effect at the time of replacement.

ADDITIONAL PROVISIONS

A tire has delivered its full original tread life and the coverage of this limited warranty ends when the treadwear indicators become visible (worn to 2/32") or six (6) years from the date of new tire purchase, whichever occurs first. (Without proof of purchase the date of manufacture will be used to determine eligibility.)

LIMITATIONS

This limited warranty is applicable only in the United States and Canada.

GOODYEAR TREAD LIFE LIMITED WARRANTY

In addition to the provisions of the limited warranty for covered warranty conditions, any new Goodyear replacement tire listed below is warranted against treadwear wear-out based on the following table for up to six (6) years or the mileage indicated, whichever occurs first:

| TIRE | U.S. MILES | CANADA KILOMETRES |
|--|---------------|----------------------|
| Assurance® All-Season | 65,000 | 105,000 |
| Assurance ComforTred® Touring (T- and H-speed rated only) | 80,000 | 130,000 |
| Assurance ComforTred® Touring (V-speed rated only) | 70,000 | 110,000 |
| Assurance Fuel Max® | 65,000 | 105,000 |
| Assurance ^{CS} Fuel Max® | 65,000 | 105,000 |
| Assurance MaxLife® | 85,000 | 140,000 |
| Assurance WeatherReady® | 60,000 | 95,000 |
| Assurance ComfortDrive® | 60,000 | 95,000 |
| Eagle Exhilarate™ | 45,000 | 75,000 |
| Eagle® F1 Asymmetric All-Season® | 45,000 | 75,000 |
| Eagle® Sport All-Season** | 50,000 | 80,000 |
| ElectricDrive™ | 60,000 | 95,000 |
| ElectricDrive™ GT | 40,000 | 65,000 |
| Fortera® HL | 60,000 | 95,000 |
| Wrangler® All-Terrain Adventure with Kevlar® | 60,000 | 95,000 |
| Wrangler DuraTrac® (Excludes LT sizes) | 50,000 | 80,000 |
| Wrangler Fortitude HT® (Excludes LT sizes) | 65,000 | 105,000 |
| Wrangler Fortitude HT® (LT sizes) | 50,000 | 80,000 |
| Wrangler SR-A® (Excludes LT sizes) | 50,000 | 80,000 |
| Wrangler TrailRunner AT® | 55,000 | 85,000 |
| Wrangler® Workhorse® AT | 50,000 | 80,000 |

*For vehicles with different front and rear tire sizes, the rear tires will have a 22,500 mile/37,500 kilometre tread life warranty.

**For vehicles with different front and rear tire sizes, the rear tires will have a 25,000 mile/40,000 kilometre tread life warranty.

DuPont® and Kevlar® are trademarks or registered trademarks of E.I. du Pont de Nemours and Company.

HOW WILL TREAD LIFE LIMITED WARRANTY CHARGES BE CALCULATED?

Driving habits, road conditions, driving conditions and vehicle maintenance are all factors that contribute to tire wear. If your tires do not reach the miles/kilometres listed in the Tread Life table and meet with all the terms of the Tread Life Limited Warranty, the tires will be replaced as follows:

If the tread wears evenly down to the treadwear indicators (worn to 2/32") before delivering the warranted mileage, the tire will be replaced on a prorated basis, provided the original invoice is presented showing the vehicle mileage when the tires were originally installed.

EXAMPLE: If your tire has a tread life limited warranty of 80,000 miles (130,000 kilometres) and delivers 56,000 miles (91,000 kilometres) prior to wear-out (down to 2/32"), the tire will be replaced for 70% of the advertised selling price of the comparable tire at the time of adjustment. If the price of the new comparable tire is \$130, the cost to you would be \$91, plus any additional charges such as mounting, balancing and any other applicable taxes and government-mandated charges.

The Tread Life Limited Warranty applies only if you are the original purchaser and the tires have been used only on the vehicle on which they were originally installed, according to Goodyear's or the vehicle manufacturer's recommendations.

However, the Tread Life Limited Warranty does not apply to:

- Tires used in commercial applications including, but not limited to, police, taxi service, national account, government and contract sales.
- Tires supplied as original equipment.
- Tires that are installed on any vehicle other than the vehicle on which they were originally installed.
- Tires that after leaving the producing factory 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 tread surface.

You must retain your original tire purchase invoice (see B. under Owner's Obligations) for tread life limited warranty consideration.

OWNER'S OBLIGATIONS:

- A. You must rotate your tires in accordance with the prescribed rotation patterns as recommended by either the vehicle manufacturer or Goodyear.
- B. When making a claim under the Tread Life Limited Warranty, you must present your original tire purchase invoice which shows the tire description, mileage and date the tire(s) were installed.
- C. You must present the tire to be adjusted to a Goodyear Retailer. Tires replaced as an adjustment become the property of The Goodyear Tire & Rubber Company or Goodyear Canada Inc.
- D. You must pay any other applicable taxes and government-mandated charges for any additional service you order at the time of adjustment relating to any unique applications requiring mounting, demounting or balancing.
- E. No claim will be recognized unless submitted on a Goodyear claim form (supplied by a Goodyear Retailer) completely filled out and where you, the owner, or your authorized agent presented the tire for adjustment.

WHAT IS NOT COVERED BY THIS WARRANTY?

This limited warranty does not cover the following:

- Tires submitted for ride disturbance complaints that are worn beyond the first two thirty-seconds of an inch (2/32") tread depth or tires submitted for ride disturbance due to damaged wheels or any vehicle condition.
- Goodyear does not warrant or give credit in any adjustment transaction for any kind of material added to a tire (e.g., tire fillers, sealants, balancing substances) after the tire leaves a factory producing Goodyear tires, nor will it adjust any tire that has failed as a result of adding such material.
- Irregular wear or damage due to mechanical condition of the vehicle, improper inflation, overloading, high speed spin-up, misapplication, misuse, negligence, racing, use of tire chains, improper mounting or demounting, improper repair, wreck, collision or fire.
- Road hazards (includes, but is not limited to, punctures, cuts, snags, impact breaks, etc.).
- Any tire that, after leaving a factory producing Goodyear tires, has been intentionally altered to change its appearance (e.g., white inlay on a black tire or regrooved).

- Tires with weather-cracking that were purchased more than four (4) years prior to presentation for adjustment or, if purchase date cannot be verified, manufactured more than four years prior to presentation for adjustment.
- Temporary spare tires used on vehicles used in racing and on passenger cars in special applications such as police pursuit service.
- Goodyear Unisteel Commercial Radial Light Truck Tires.
- Tires removed from service due to improper repairs.
- Cosmetic weather checking.
- Low tire pressure-monitoring system – refer to vehicle manufacturer's warranty.
- Ultra high-performance summer tires are not recommended for winter use, and tread or shoulder cracking on those tires resulting from winter use will not be covered under our warranty.

WHAT ARE YOUR LEGAL RIGHTS?

No Representative or Dealer has authority to make any representation, promise or agreement on behalf of Goodyear, except as stated herein. Any tire, no matter how well constructed, may fail in service or otherwise become unserviceable due to conditions beyond the control of the manufacturer. Under no circumstances is this warranty a representation that a tire failure cannot occur.

DISCLAIMER: THIS WARRANTY IS IN LIEU OF, AND GOODYEAR HEREBY DISCLAIMS, ANY AND ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND IS MADE BY GOODYEAR OR SHALL BE IMPLIED BY LAW.

LIMITATION OF DAMAGES: IN NO EVENT AND UNDER NO CIRCUMSTANCE SHALL GOODYEAR BE LIABLE TO THE BUYER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, LOST PROFIT, LOSS OF BUSINESS, LOSS OF GOODWILL OR REPUTATION, PUNITIVE OR OTHER DAMAGE, COST (INCLUDING FOR REPLACEMENT TRANSPORTATION), EXPENSE OR LOSS OF ANY KIND. SOME STATES AND PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

This warranty gives you specific legal rights and you may also have other rights that vary from state to state or province to province.

HOW DO YOU OBTAIN AN ADJUSTMENT?

- A. You must present the tire to be adjusted to an authorized Goodyear service facility. Tires replaced on an adjustment basis become the property of The Goodyear Tire & Rubber Company or Goodyear Canada Inc.
- B. You must pay for taxes and any additional services you order at the time of adjustment plus any additional service that may be unique to your application, e.g., Tire Pressure-Monitoring System.
- C. You must submit your claim on an approved claim form supplied by an authorized Goodyear service facility. The form must be filled out completely and signed, where you the owner or your authorized agent presented the tire for adjustment.

You must go to an authorized Goodyear outlet for replacement tires and all warranty service.

SAFETY WARNINGS

Property damage, serious injury or death may result from:

- **TIRE FAILURE DUE TO UNDERINFLATION/OVERLOADING/MISAPPLICATION.** Follow the vehicle owner's manual or tire placard in vehicle.
- **TIRE FAILURE DUE TO IMPACT DAMAGE/IMPROPER MAINTENANCE.** Tires should be inspected regularly by a qualified technician for signs of damage, such as punctures or impacts.
- **TIRE FAILURE DUE TO IMPROPER REPAIRS.** See U.S. Tire Manufacturers Association (USTMA) established repair procedures at www.ustires.org and/or go to www.goodyear.com for information on proper repair procedures.

- **EXPLOSION OF TIRE/RIM ASSEMBLY DUE TO IMPROPER MOUNTING.** Only specially trained persons should mount tires.
- **FAILURE TO MOUNT RADIAL TIRES ON APPROVED RIMS.**
- **FAILURE TO DEFLATE SINGLE OR DUAL ASSEMBLIES COMPLETELY BEFORE DEMOUNTING.**
- **TIRE SPINNING.** On slippery surfaces such as snow, mud, ice, etc., do not spin tires in excess of 35 mph [55 kph], as indicated on the speedometer.
- **EXCESSIVE WHEEL SPINNING.** This can also result in tire disintegration or axle failure.

! **WARNING** Vehicle handling, traction, ride comfort and other performance parameters may be significantly affected by a change in tire size or type. Before replacing tires, always consult and follow the vehicle owner's manual because some vehicle manufacturers prohibit changing tire size. When selecting tires that are different from the original equipment size make certain: (1) The tires have adequate load-carrying capacity based on the vehicle placard, (2) The tires have sufficient inflation pressure to carry the load and (3) There is proper clearance with no interference points between the tire and vehicle. The consumer must be aware to always drive safely and obey all traffic laws. Avoid sudden, sharp turns or aggressive lane changes. Failure to follow any of these warnings may result in loss of control of the vehicle, leading to an accident and serious injury or death.

TIRE CARE AND MAINTENANCE GUIDE

The easiest way to help ensure satisfactory mileage and performance from your Goodyear tires is to give them a simple but frequent (at least monthly) inspection for proper inflation, even treadwear and the presence of any damage.

DO MAINTAIN PROPER INFLATION PRESSURE IN YOUR TIRES

Proper inflation pressure is necessary for optimum tire performance, safety and fuel economy. Check inflation pressures at least once a month and before long trips. Use an accurate tire pressure gauge. Always check pressures when the tires are cold (when the vehicle has been driven less than one mile). If you must check inflation when the tires are hot, add 4 psi [27 kPa] to the recommended cold inflation pressure. It is difficult to tell just by looking at radial tires whether they are underinflated.*

Furthermore, when operating a vehicle equipped with radial tires, it is difficult to notice when a tire has gone flat or nearly flat since the "feel" of the vehicle does not change significantly.

***Evidence of air loss or repeated underinflation always requires expert inspection to determine the source of leakage and tire removal to determine repairability. To avoid injury, NEVER attempt to reinflate a tire that has been run severely underinflated.**

Progressive air loss may result from punctures, cuts, curbing, impacts or partial bead unseating. Some fitment causes for air loss are (1) incomplete bead seating, (2) bead tearing caused by a machine tool due to insufficient lubrication or improper adjustment. Leaking valve core or rubber valve components should be replaced when problems are detected and whenever tires are replaced.

Always maintain inflation pressure at the level recommended by the vehicle manufacturer as shown on the vehicle placard, vehicle certification label or in the vehicle owner's manual.

Underinflation is the leading cause of tire failure and may result in severe cracking, component separation or "blowout." It reduces tire load capacity, allows excessive sidewall flexing and increases rolling resistance, resulting in heat and mechanical damage. Maintaining proper inflation pressure is the single most important thing you can do to promote tire durability and maximize tread life. Overinflation increases stiffness, which may deteriorate ride and generate unwanted vibration. Overinflation also increases the chances of impact damage.

DON'T OVERLOAD YOUR VEHICLE

Check your vehicle owner's manual to determine the load limits.

Overloading your vehicle places stress on your tires and other critical

vehicle components. Overloading a vehicle can cause poor handling or increased fuel consumption and may cause tire failure. Overloading your tires can result in severe cracking, component separation or "blowout."

Never fit your vehicle with new tires that have less load capacity than shown on the vehicle tire placard and remember that optimum rim width is important for proper tire load distribution and function. The maximum load capacity stamped on the sidewalls of P-Metric & European Metric tires is reduced by 10% when used on a light truck, utility vehicle or trailer. Never fit P-Metric or European Metric tires to light trucks that specify LT-type replacement tires.

DON'T SPIN YOUR TIRES EXCESSIVELY

Avoid excessive tire spinning when your vehicle is stuck in snow, ice, mud or sand. The centrifugal forces generated by a free-spinning tire/wheel assembly may cause sudden tire explosion, resulting in vehicle damage and/or serious personal injury to you or a bystander.

Never exceed 35 mph/55 kph, as indicated on your speedometer. Use a gentle backward and forward rocking motion to free your vehicle for continued driving. Never stand near or behind a tire spinning at high speeds, for example, while attempting to push a vehicle that is stuck or when an on-the-car spin balance machine is in use.

DO CHECK YOUR TIRES FOR WEAR

Always remove tires from service when they reach two thirty-seconds of an inch ($2/32''$) remaining tread depth. All new tires have treadwear indicators which appear as smooth banks in the tread grooves when they wear to the two thirty-seconds of an inch ($2/32''$) level. Many wet weather accidents result from skidding on bald or nearly bald tires. Excessively worn tires are also more susceptible to penetrations.

DO CHECK YOUR TIRES FOR DAMAGE

Frequent (at least monthly) inspection of your tires for signs of damage and their general condition is important for safety. If you have any questions, have your tire Dealer inspect them. Impacts, penetrations, cracks, knots, bulges or air loss always require tire removal and expert inspection. Never perform a temporary repair or use an inner tube as a substitute for a proper repair. Only qualified persons should repair tires.

PROPER TIRE REPAIR

NOTE: Goodyear does not warrant any inspection or repair process.

The repair is entirely the responsibility of the repairer and should be made in accordance with established U.S. Tire Manufacturers Association (USTMA) procedures.

Tire Pressure-Monitoring System Alert

Refer to your vehicle Owner's Manual for more information on what to do if the tire pressure warning system activates.

THE CONVENIENCE (TEMPORARY) SPARE

The Convenience (Temporary) Spare is designed, built and tested to the high engineering standards set by North America's leading car manufacturers and to Goodyear's own high standards of quality control. It is designed to take up a minimum of storage space and, at the same time, fulfill the function of a spare tire when needed. The spare is kept in its storage space, fully inflated at 60 psi. To be sure it is always ready for use, the air pressure should be checked on a regular basis.

The Convenience (Temporary) Spare can be used in combination with the original tires on your vehicle. You can expect a tire tread life of up to 3,000 miles (4,800 kilometres), depending on road conditions and your driving habits. To conserve tire tread life, return the spare to the storage area as soon as it is convenient to have the standard tire repaired or replaced.

The Convenience (Temporary) Spare weighs less than a standard tire so it's easier to handle. It also helps reduce the total car weight, which contributes to fuel economy.

The wheels used with the Convenience (Temporary) Spare are specifically designed for use with high pressure spares and should never be used with any other type tire.

SPECIAL TRAILER (ST) TIRES:

Your Goodyear Special Trailer (ST) tires are specifically designed and constructed to optimize their performance on non-driven trailer axle applications. Goodyear's Special Trailer (ST) tires are used on popular vehicle fitments, including, but not limited to: Travel Trailers, Utility Trailers, Equipment Trailers, Watercraft Trailers, Car Haulers, etc..

Due to the seasonal nature and often unique loadability of these trailers, it is very important to check inflation pressures at least once a month and before trips. Use an accurate tire pressure gauge. Always check pressures when the tires are cold (when the trailer has been driven less than one mile). If you must check inflation when the tires are hot, add 4 psi (27 kPa) to the recommended cold trailer placard inflation pressure. It is difficult to tell just by looking at radial tires whether they are underinflated. Check your trailer's certification placard to determine the load limits. Overloading your trailer places stress on your tires and other critical vehicle components. Overloading a trailer can cause poor handling or increased fuel consumption and may cause tire failure. Overloading your trailer tires can result in severe cracking, component separation or "blowout." Never fit your trailer with new tires that have less load capacity than shown on the trailer's tire placard and remember that optimum rim width is important for proper tire load distribution and function.

Inspection of your Special Trailer tires is an important function. Frequent (at least monthly) and before any trip inspection of your tires for signs of damage and their general condition is important for safety. If you observe or experience impact, impact damage, penetrations, cracks, bulges or air loss, your tires should be dismounted and inspected by an expert. If you have any questions, have your tire Dealer inspect them. Never perform a temporary repair or use an inner tube as a substitute for a proper repair. Only qualified persons should repair tires.

It is also important to properly store your trailer and its tires. A good resource for tire storage recommendations is the U.S. Tire Manufacturers Association website at www.ustires.org.

DON'T ATTEMPT TO MOUNT YOUR OWN TIRES

Serious injury or death may result from explosion of tire/rim assembly due to improper mounting procedures. Follow tire manufacturer's instructions and match tire diameter to rim diameter. Mount light truck radials on rims approved for radial service. Do not apply bead sealer. This can inhibit bead seating. Lubricate beads and tire rim (including tube or flap) contact surfaces. Lock assembly on mounting machine or place in safety cage. **STAND BACK** and never exceed 40 psi to seat beads. Never use a volatile substance or a rubber "donut" (also known as a bead expander or "O-Ring") to aid bead seating. Only specially trained persons should mount tires.

DON'T MIX TIRES OF DIFFERENT SIZES AND TYPES ON THE SAME AXLE

For optimum handling and control, Goodyear recommends fitment of four (4) tires of the same type and size unless otherwise specified by the vehicle manufacturer.

WARNING

Before you replace your tires, always consult the vehicle owner's manual and follow the vehicle manufacturer's replacement tire recommendations. Vehicle handling may be significantly affected by a change in tire size or type. When selecting tires that are different from the Original Equipment size, see a professional installer in order to make certain that proper clearance, load-carrying capacity and inflation pressure are selected. Never exceed the maximum load capacity and inflation pressure listed on the sidewall of the tire. Always drive safely and obey all traffic laws. Avoid sudden, sharp turns or aggressive lane changes. Failure to follow this warning may result in loss of control of the vehicle, leading to an accident and serious injury or death.

When replacing tires, you must maintain the outside diameter and load-carrying capacity of the Original Equipment tire. Inflation pressure may need to be adjusted to avoid overloading the tire. Consult the Tire & Rim Association Load and Inflation Tables, ETRTO or JATMA standards for correct load and inflation information.

NEVER FIT TIRES TO A VEHICLE THAT HAVE LESS LOAD-CARRYING CAPACITY THAN REQUIRED BY THE ORIGINAL EQUIPMENT

MANUFACTURER

Examples: Many vehicles, such as large passenger vans, require Load Range E tires as designated by the vehicle manufacturer. Fitment of a tire, such as a Load Range D, with less carrying capacity is not allowed.

NOTE: Goodyear-manufactured and/or marketed European-Metric and P-Metric passenger tires are interchangeable as long as they have the same section width, same aspect ratio and same rim diameter.

Caution: Never substitute a "Standard Load" (SL) tire for an "Extra Load" (XL) or "Reinforced" tire. If the vehicle was originally equipped with "Extra Load" (XL) or "Reinforced" tires, replace those tires with similar-sized "Extra Load" (XL) or "Reinforced" tires.

FOLLOW THESE ADDITIONAL GUIDELINES

When installing only two tires, fit the tires with the deepest tread depth on the rear axle. If radials and non-radials must be fitted to the same vehicle, fit radials on rear axle. Never mix radials and non-radials on the same axle. When fitting winter tires or all-season tires to performance vehicles, always fit in sets of four. It is not recommended to fit tires with different speed ratings. If tires with different speed ratings are installed on a vehicle, they should be installed with like pairs on the same axle. The speed capability of the vehicle will become limited to that of the lowest speed rated tires. Use of lift kits with some vehicle/tire combinations can cause instability. When changing tire sizes, always consult Dealer for optimum rim width and carefully check vehicle/tire clearances.

RETREADED TIRES

Goodyear does not recommend retreading passenger, fabric ply light truck or special trailer tires. Retreaded passenger, fabric ply light truck and special trailer tires are not warranted by Goodyear for any reason.

DO MAINTAIN VEHICLE SUSPENSION, WHEEL ALIGNMENT AND BALANCE AND ROTATE YOUR TIRES

Lack of rotation, worn suspension parts, underinflation/overinflation, wheel imbalance and misalignment can cause vibration or irregular tire wear. Rotate your tires according to your vehicle manufacturer's recommendations or at maximum intervals of 6,000 miles/10,000 km.

FOR ADDITIONAL INFORMATION, SEE THE "BE TIRE SMART/ PLAY YOUR PART" BROCHURE PUBLISHED BY U.S. TIRE MANUFACTURERS ASSOCIATION (USTMA). A COPY OF THIS BROCHURE CAN BE DOWNLOADED FROM THE USTMA WEBSITE:

<https://www.ustires.org/publications>

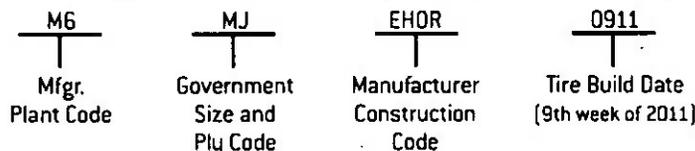
HOW TO READ A TIRE D.O.T. SERIAL NUMBER

D.O.T. stands for Department of Transportation and the number is on the lower sidewall of each tire to show that the tire meets or exceeds the Department of Transportation safety standards.

Understanding Tire D.O.T. Numbers

M6MJEHOR0911

12 Digit # = 2000's Production / 11 Digit # = 1990's Production



TIRE SERVICE LIFE

While most tires will be replaced sooner, Goodyear recommends that any tire in service (meaning inflated and mounted on a rim of your vehicle, including your spare tire regardless of whether that tire is in contact with the roadway) 6 years or more be replaced even if such tire appears serviceable and even if it has not reached the legal treadwear limit.

If you are unable to determine the date a tire was first placed in service, then you should rely on the DOT code stamped on the tire and replace any tire which was manufactured more than 6 years ago (see HOW TO READ A TIRE D.O.T. SERIAL NUMBER). Tires that should otherwise be replaced based on wear, damage or any other factor should not be kept in service regardless of the date they were first placed in service or their date of manufacture.

Also, consumers should never purchase or install used tires of any age on their vehicle as the service, maintenance and storage history of used tires is largely unknown. Various automobile manufacturers have published statements and instructions regarding tire service life, which include tire replacement recommendations based on chronological age. Goodyear advises that consumers refer to their owners' manuals for guidance on the vehicle manufacturer's replacement recommendations (but regardless of any such vehicle manufacturer's advice, any tire's replacement period should not exceed 6 years from the date the tire is placed in service or 6 years from the date included in the DOT code on the sidewall of the tire if you are unable to determine the date the tire was first placed in service).

Check your vehicle's owner's manual (or your vehicle) to determine if it is equipped with run-flat (extended mobility) tires. If your vehicle is equipped with run-flat tires, the following applies:

RUN-FLAT TECHNOLOGY EXTENDED MOBILITY TECHNOLOGY (EMT™), RUNONFLAT® (ROF)

IMPORTANT SAFETY INFORMATION

OPERATIONAL MONITORING

In order for Goodyear Run-Flat (Extended Mobility Technology [EMT], RunOnFlat [ROF]) tires to obtain the performance criteria stated within this Limited Warranty, Goodyear tires must use specific parts, such as a low tire pressure-monitoring system authorized by the Original Equipment vehicle manufacturer.

Vehicles that are equipped Original Equipment with Goodyear Run-Flat tires must be fitted with wheels, tires and tire pressure-monitoring systems as specified by your vehicle manufacturer. For proper wheel, tire and TPMS fitment, please refer to your vehicle's Owner's Manual.

RUN-FLAT TIRE FEATURE

The Goodyear Run-Flat tire is a high-performance tire with a remarkable feature: It can operate for limited distances (driven 50 miles [80 km] maximum at speeds up to 50 mph [80 kph]) with very low or even no inflation pressure. This is an important benefit, especially if inflation loss occurs at a location where immediately stopping your vehicle could be hazardous.

Because these tires ride well even without air pressure, your vehicle must be equipped with a system to alert you when a tire has low or no air pressure.

TIRE PRESSURE-MONITORING SYSTEM ALERT'

Refer to your vehicle Owner's Manual for more information on what to do if the tire pressure warning system activates.

WARNING

If the tire pressure-monitoring system signals an alert, follow these safety precautions to prevent a loss of vehicle control that could result in serious personal injury or death:

- Slow your speed. Do not exceed 50 mph (80 kph).
- Avoid hard cornering, hard braking and severe handling maneuvers.
- Avoid potholes and other road hazards.

Remember that when your tires have lost air pressure, your vehicle's handling capability is reduced, particularly during severe maneuvers.

TO PROLONG TIRE LIFE DURING A SYSTEM ALERT

The Goodyear Run-Flat tires can be driven up to 50 miles (80 km) at sustained speeds of up to 50 mph (80 kph) at low or zero air pressure. However, the tire may have to be replaced if driven to these limits. To help prolong the life of a tire operating under low-inflation conditions, drive at a speed as far below 50 mph (80 kph) as possible. Also, drive the shortest distance possible before obtaining tire service. Taking these precautions will increase the chance that your tire will be repairable.

SERVICE AFTER A SYSTEM ALERT

To obtain service after operating under low-inflation conditions, contact your Goodyear Run-Flat service facility. Trained service personnel will inspect your tires to determine if they are in need of repair or replacement. To locate the nearest authorized Goodyear Run-Flat service facility, call 1-800-GOODYEAR (1-800-466-3932).

WARNING

Because of the unique characteristics of Run-Flat tires, the wheels on which they are mounted and your vehicle's tire pressure-monitoring system, all tire service work other than routine inflation maintenance and external inspections must be performed by service personnel at a Goodyear Run-Flat service facility.

Do not attempt to mount or demount Run-Flat tires yourself; serious injury or death could result. Only specially trained persons should mount, demount and repair Run-Flat tires, and more than 40 psi (270 kPa) may be required to seat beads. A safety cage and clip-on extension air hose must be used if more than 40 psi (270kPa) is needed to seat beads.

TIRE REPAIR

Like any other Goodyear speed-rated, high-performance tire, the Goodyear Run-Flat tire may be repaired to correct a puncture in the tread, but **PROPER MATERIALS AND PROCEDURES MUST BE USED**. Contact a Goodyear or Run-Flat service facility for information on proper repairs. For the location of the nearest facility, call 1-800-GOODYEAR (1-800-466-3932).

WARNING

Goodyear Run-Flat tires are designed for use only on certain original equipment wheels supplied with a properly operating low tire pressure-monitoring system. If applied to a vehicle without a properly operating low tire pressure-monitoring system, the tires may fail when operated in an underinflated condition, resulting in loss of vehicle control and possible serious injury or death. Application of these tires to a vehicle not equipped with specified operational low tire pressure-monitoring system constitutes improper and unsafe use of this product.

FOR SERVICE ASSISTANCE OR INFORMATION, FIRST CONTACT THE NEAREST GOODYEAR RETAILER.

- 1) For assistance in locating the nearest Goodyear Retailer, call 1-800-GOODYEAR or look in the Yellow Pages under Tire Dealers – New.
- 2) Go to www.goodyear.com for the U.S. or www.goodyear.ca for Canada.

If additional assistance is required:
Call the Customer Assistance Center
at 1-800-321-2136 for U.S. or 1-800-387-3288 for Canada

email: goodyear_cr@goodyear.com or write:

Customer Assistance Center
Dept 728
200 Innovation Way
Akron, OH 44316-0001

| SIX MONTH - 6,000 MILE/10,000 KILOMETRE ROTATION RECORD | | |
|--|--------------------------------|------|
| ODOMETER READING AT 1st ROTATION | ROTATED BY (DEALER/STORE NAME) | DATE |
| ODOMETER READING AT 2nd ROTATION | ROTATED BY (DEALER/STORE NAME) | DATE |
| ODOMETER READING AT 3rd ROTATION | ROTATED BY (DEALER/STORE NAME) | DATE |
| ODOMETER READING AT 4th ROTATION | ROTATED BY (DEALER/STORE NAME) | DATE |
| ODOMETER READING AT 5th ROTATION | ROTATED BY (DEALER/STORE NAME) | DATE |
| ODOMETER READING AT 6th ROTATION | ROTATED BY (DEALER/STORE NAME) | DATE |
| ODOMETER READING AT 7th ROTATION | ROTATED BY (DEALER/STORE NAME) | DATE |
| ODOMETER READING AT 8th ROTATION | ROTATED BY (DEALER/STORE NAME) | DATE |
| ODOMETER READING AT 9th ROTATION | ROTATED BY (DEALER/STORE NAME) | DATE |
| ODOMETER READING AT 10th ROTATION | ROTATED BY (DEALER/STORE NAME) | DATE |
| ODOMETER READING AT 11th ROTATION | ROTATED BY (DEALER/STORE NAME) | DATE |
| ODOMETER READING AT 12th ROTATION | ROTATED BY (DEALER/STORE NAME) | DATE |
| ODOMETER READING AT 13th ROTATION | ROTATED BY (DEALER/STORE NAME) | DATE |
| ODOMETER READING AT 14th ROTATION | ROTATED BY (DEALER/STORE NAME) | DATE |
| ODOMETER READING AT 15th ROTATION | ROTATED BY (DEALER/STORE NAME) | DATE |
| ODOMETER READING AT 16th ROTATION | ROTATED BY (DEALER/STORE NAME) | DATE |
| ODOMETER READING AT 17th ROTATION | ROTATED BY (DEALER/STORE NAME) | DATE |
| ODOMETER READING AT 18th ROTATION | ROTATED BY (DEALER/STORE NAME) | DATE |



GOODYEAR UNISTEEL® LIMITED WARRANTY

United States & Canada

Unisteel® Radial Light Truck Tires Unisteel Radial Medium Truck Tires

WHO IS ELIGIBLE FOR WARRANTY COVERAGE?

You are eligible for the benefits of this limited warranty if you meet all the following criteria:

- You are the owner or authorized agent of the owner of new Goodyear® Unisteel radial light truck or medium radial truck tires, including mud and snow and on-/off-road tires.
- Your tires bear Department of Transportation (DOT) prescribed tire identification numbers and are not branded "NA" (Not Adjustable).
- Your Goodyear truck tires have been used only on the vehicle on which they were originally installed according to the vehicle manufacturer's or Goodyear's recommendations.
- Your tires were purchased on or after March 1, 2022.

WHAT IS COVERED AND FOR HOW LONG?

1. FREE TIRE REPLACEMENT – Goodyear truck tires covered by this warranty that become unserviceable due to a covered warranty condition during the first 2/32" (inch) treadwear or 12 months from date of purchase, whichever comes first, will be replaced with a comparable new Goodyear tire without charge. You pay only for the mounting and balancing. (Without proof of purchase, date of manufacture will be used to determine eligibility.)

2. PRORATED TIRE REPLACEMENT – Tires worn beyond the first 2/32" (inch) treadwear that become unserviceable due to a covered warranty condition will be replaced on a prorated basis. You are responsible for mounting, balancing and any additional services you order at the time of adjustment, as well as any taxes and government-mandated charges.

3. TIRES WITH DURASEAL TECHNOLOGY® — SEALANT CREDIT DURING ORIGINAL TREAD* – Failure of the DuraSeal Technology to seal a maximum 1/4" (inch) puncture in the repairable area of the original tread will qualify for a one-time credit during the life of the original tread within four (4) years from the date of the casing DOT serial number or proof of purchase, if available. Sealant credit is based on local currencies in the country where the adjustment takes place, \$50.00 for both the U.S. and Canada.

4. TIRES WITH DURASEAL TECHNOLOGY — SEALANT CREDIT DURING FIRST RETREAD* – Failure of the DuraSeal Technology to seal a maximum 1/4" (inch) puncture in the repairable area of the tread will qualify for a one-time credit through 100% of the first retread up to four (4) years from the date of the casing DOT serial number or proof of purchase, if available. Sealant credit is based on local currencies in the country where the adjustment takes place, \$25.00 for both the U.S. and Canada. All punctures must be repaired at time of retreading for this

Limited Warranty to be honored. If a sealant credit was issued during the original tread life, no other requests for credit will be honored.

*All claim forms submitted for sealant credit must be verified by an authorized Goodyear representative.

HOW WILL THE PRORATED CHARGES BE CALCULATED?

The replacement price will be calculated by multiplying the current Goodyear advertised selling price, at the adjustment location, by the percentage of usable original tread that has been worn off at the time of adjustment. You pay for mounting, balancing, an amount equal to the full current Federal Excise Tax (FET – U.S. only) and any other applicable taxes for the comparable new Goodyear replacement tire as well as any government-mandated charges.

EXAMPLE:

If your disabled tire had an original 16/32" (inch) of usable tread depth and is worn to 8/32" (inch) of usable tread remaining, you have used 50% and therefore must pay 50% of the advertised selling price of a comparable tire, plus an amount equal to the full current Federal Excise Tax (U.S. only) applicable to the comparable new replacement tire at the time of adjustment. If the price of the comparable tire is \$400.00, the cost to you would be \$200.00 plus Federal Excise Tax (U.S. only), mounting, balancing, any other applicable taxes and government-mandated charges.

| | | | | |
|---|---|-----------------------------|---|-------------------------------|
| Amount Of Tread Used Original Tread | X | Value Of Comparable Tire | = | Prorated Price Of New Tire |
|---|---|-----------------------------|---|-------------------------------|

(Plus FET [U.S. only], other applicable taxes, government-mandated charges and mounting and balancing.)

WHAT IS A COMPARABLE TIRE?

A "comparable" new Goodyear tire may be either the same line of tire or, in the event that the same tire is not available, a tire of the same basic construction and quality with a different sidewall or tread configuration. If a higher priced tire is accepted as replacement, the difference in price will be an additional charge to you.

Any replacement tire provided pursuant to this warranty will be covered by the Goodyear warranty in effect at the time of replacement.

WHAT IS NOT COVERED UNDER THIS LIMITED WARRANTY?

- Wear conditions or tire damage due to road hazards (including punctures, cuts, snags, impact breaks, etc.). Wreck, collision, or fire. Fast wear, irregular wear, heel and toe wear or other wear conditions.
- Improper inflation, overloading, high-speed spinup,

misapplication, misuse, negligence, racing, chain damage, or improper mounting or demounting.

- Mechanical condition of the vehicle.
- Chip/chunk conditions on tires intended for highway service.
- Ride disturbance after the first 2/32" (inch) treadwear or due to damaged wheels or any vehicle condition.
- Any tire intentionally altered after leaving a factory producing Goodyear tires to change its appearance (example: white inlay on a black tire).
- Tires with weather cracking which were purchased more than four (4) years prior to presentation for adjustment. If you have no proof of purchase date, tires manufactured four (4) or more years prior to presentation are not covered.
- Material added to a tire after leaving a factory producing Goodyear tires (examples: tire fillers, sealants or balancing substances). If the added material is the cause of the tire being removed from service, the tire will not be adjusted.
- Any Goodyear Commercial Truck tire with the word "Mileage" on the sidewall.
- Tires removed from service due to improper repairs.
- Loss of time, inconvenience, loss of use of vehicle, incidental or consequential damage.

Note: Some states or provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

This limited warranty is applicable only in the U.S. and Canada.

WHAT IS THE PREMIUM RADIAL MEDIUM TRUCK TIRE CASING PROVISION?

| Goodyear® Premium Casings | |
|---------------------------------|-------------------|
| Endurance LHS, LHD, RSA | G572 1AD Fuel Max |
| G316® LHT™ DuraSeal + Fuel Max™ | Fuel Max LHD2 |
| G316® LHT™ Fuel Max® | Fuel Max™ RSA |
| Fuel Max™ LHT™ | Fuel Max™ RTD |
| | UltraGrip RTD |

Goodyear premium casings in sizes 11R22.5, 11R24.5, 285/75R24.5 or 295/75R22.5 will be warranted for covered conditions through the first retread for a period of seven (7) years from the date of the casing DOT serial number or proof of purchase, if available.

If retreaded by a Goodyear Authorized Retreader, these premium casings will be warranted for covered conditions for an unlimited number of retreads for a period of seven (7) years from the date of the casing DOT serial number or proof of purchase, if available.

Casing credit is based on local currencies in the country where the adjustment takes place. Casing allowances are \$130.00 for tires with original tread and \$100.00 after retreading in both the U.S. and Canada.

WHAT IS THE MARATHON® LONG HAUL RADIAL & MARATHON REGIONAL SERVICE RADIAL MEDIUM TRUCK TIRE CASING PROVISION?

Any Goodyear Marathon LHS®, Marathon LHD®, Marathon LHT™, Marathon RSA®, Marathon RSS®, Marathon RSD® & Marathon RTD® will be warranted for covered conditions through the first retread for a period of six (6) years from the date of the casing DOT serial number or proof of purchase, if available.

If retreaded by a Goodyear Authorized Retreader, these mid-tier casings will be warranted for covered conditions for an unlimited number of retreads for a period of six (6) years from the date of the casing DOT serial number or proof of purchase, if available.

Casing credit is based on local currencies in the country where the adjustment takes place. Casing allowances are \$100.00 in both the U.S. and Canada.

WHAT IS THE RADIAL MEDIUM TRUCK TIRE CASING PROVISION?

All other Goodyear UniSteel® radial light truck or radial medium truck tires will be warranted for covered conditions through the first retread for a period of four (4) years from the date of the casing DOT serial number or proof of purchase, if available.

If retreaded by a Goodyear Authorized Retreader, except G278 MSD and Armor Max MSA in tire sizes 385/65R22.5, 425/65R22.5 and 445/65R22.5 and all Fuel Max SSD DuraSeal and all Fuel Max SST Duraseal (see paragraph below), casings will be warranted for covered conditions for an unlimited number of retreads for a period of four (4) years from the date of the casing DOT serial number or proof of purchase, if available.

If retreaded, all G278 MSD and Armor Max MSA in tire sizes 385/65R22.5, 425/65R22.5 and 445/65R22.5 and all Fuel Max SSD DuraSeal and all Fuel Max SST Duraseal will be warranted for covered conditions for one retread for a period of four (4) years from the date of the casing DOT serial number or proof of purchase, if available.

Casing values are based on the predetermined casing value at the time of adjustment. See your servicing Dealer for these values.

HOW DO YOU KNOW WHEN YOUR TIRES WERE MANUFACTURED?

Tires with a DOT number ending with 0909 or greater were manufactured after 03/01/2009 (0909 refers to the 1st week of March 2009). These tires are covered under the provisions of this warranty coverage.

WHEN DOES THE WARRANTY END?

Premium Radial Medium Truck tires have delivered the full original tread life and the new tire coverage of this warranty ends when the treadwear indicators become visible or seven (7) years from the date of original tire manufacture or new tire purchase date (whichever occurs first). Without proof of purchase, date of manufacture will be used to determine eligibility. Casings may continue to be warranted beyond the new tire coverage. Please refer to the "WHAT IS THE PREMIUM RADIAL MEDIUM TRUCK TIRE CASING PROVISION?" section for warranty details on casings.

Marathon LHS®, Marathon LHD®, Marathon LHT™, Marathon RSA®, Marathon RSS®, Marathon RTD® & Marathon RSD® Radial Medium Truck tires have delivered their full original tread life and the new tire coverage of this warranty ends when the treadwear indicators become visible, or six (6) years from the date of original tire manufacture or new tire purchase date (whichever occurs first). Without proof of purchase, date of manufacture will be used to determine eligibility. Casings may continue to be warranted beyond the new tire coverage. Please refer to the "WHAT IS THE MARATHON® LONG HAUL & MARATHON REGIONAL SERVICE RADIAL MEDIUM TRUCK TIRE CASING PROVISION?" section for warranty details on casings.

All other Goodyear UniSteel radial light truck or radial medium truck tires have delivered the full original tread life and the new tire coverage of this warranty ends when the treadwear indicators become visible or four (4) years from the date of original tire manufacture or new tire purchase date (whichever occurs first). Without proof of purchase, date of manufacture will be used to determine eligibility. Casings may continue to be warranted beyond the new tire coverage. Please refer to the "WHAT IS THE RADIAL MEDIUM TRUCK TIRE CASING PROVISION?" section for warranty details on casings.

HOW DO YOU OBTAIN AN ADJUSTMENT?

- A. You must present the tire to be adjusted to an authorized Goodyear Commercial Tire Retailer. Please consult your telephone directory or visit www.goodyeartrucktires.com for locations. Tires replaced on an adjustment basis become the property of The Goodyear Tire & Rubber Company or Goodyear Canada Inc.
- B. You must pay for taxes or any additional services you order at the time of adjustment.
- C. No claim will be recognized unless submitted on a Goodyear claim form (supplied by a Goodyear Commercial Tire Retailer) that is completely filled out and signed by you, the owner of the tire presented for adjustment, or your authorized agent.

WHAT ARE YOUR LEGAL RIGHTS?

DISCLAIMER: THIS WARRANTY IS IN LIEU OF, AND GOODYEAR HEREBY DISCLAIMS, ANY AND ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND IS MADE BY GOODYEAR OR SHALL BE IMPLIED BY LAW.

LIMITATION OF DAMAGES: IN NO EVENT AND UNDER NO CIRCUMSTANCE SHALL GOODYEAR BE LIABLE TO THE BUYER FOR CONSEQUENTIAL, LOST PROFIT, LOSS OF BUSINESS, LOSS OF GOODWILL OR REPUTATION, PUNITIVE OR OTHER DAMAGE, COST (INCLUDING FOR REPLACEMENT TRANSPORTATION), EXPENSE OR LOSS OF ANY KIND. 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.

Note: No Representative or Dealer has authority to make any representation, promise or agreement on behalf of Goodyear except as stated herein. Any tire, no matter how well constructed, may fail in service or otherwise become unserviceable due to conditions beyond the control of the manufacturer. Under no circumstances is this warranty a representation that a tire failure cannot occur.

SERIOUS INJURY, DEATH OR PROPERTY DAMAGE MAY RESULT FROM:

- TIRE FAILURE DUE TO UNDERINFLATION/ OVERLOADING/MISAPPLICATION. Follow the vehicle owner's manual or tire placard in the vehicle.
- TIRE FAILURE DUE TO IMPACT DAMAGE/IMPROPER MAINTENANCE. Tires should be inspected regularly by a qualified technician for signs of damage, such as punctures or impacts.
- TIRE FAILURE DUE TO IMPROPER REPAIRS. See U.S. Tire Manufacturers Association (USTMA) established repair procedures at www.ustires.org, and/or go to www.goodyear.com for information on proper repair procedures.
- EXPLOSION OF TIRE/RIM ASSEMBLY DUE TO IMPROPER MOUNTING. Only specially trained persons should mount tires. When mounting tires, use a safety cage and a clip-on extension air hose to inflate.
- FAILURE TO MOUNT RADIAL TIRES ON APPROVED RIMS.
- FAILURE TO DEFLATE SINGLE OR DUAL ASSEMBLIES COMPLETELY BEFORE DEMOUNTING.
- TIRE SPINNING. On slippery surfaces such as snow, mud, ice, etc., do not spin tires in excess of 35 mph (56 kph), as indicated on the speedometer.
- EXCESSIVE WHEEL SPINNING. This can also result in tire disintegration or axle failure.

FOR SERVICE ASSISTANCE OR INFORMATION:

1. First contact the nearest Authorized Goodyear Commercial Tire Retailer.
2. If additional assistance is required:
 - In the U.S., write to —
Goodyear Customer Assistance Center
Department 728
200 Innovation Way
Akron, OH 44316
 - In Canada, write to —
Goodyear Customer Assistance Center
450 Kipling Avenue
Toronto, Ont. M8Z 5E1

GOODYEAR
MORE DRIVEN

GOODYEAR® AUTHORIZED RADIAL RETREAD LIMITED WARRANTY

United States & Canada

COMMERCIAL TIRE

Goodyear Unisteel® Radial Truck Tires
Dunlop® Radial Truck Tires
Kelly® Radial Truck Tires

WHO IS ELIGIBLE AND WHAT IS COVERED?

You are eligible for the benefits of this limited warranty if you are the owner or the authorized agent of the owner of a radial truck tire casing which has been retreaded or repaired by a Goodyear Authorized Retreader using Goodyear brand retreads or Goodyear-authorized repair materials bearing a Department of Transportation (DOT) prescribed retreader tire identification number designating a Goodyear Authorized Retreader. This warranty is effective as of September 1, 2019. This warranty does not apply to tires designated for off-highway service.

WHAT IS THE CASING COVERAGE?

Goodyear premium casings (refer to the Goodyear Commercial warranty for the premium tire lines) in sizes 11R22.5, 11R24.5, 285/75R24.5 or 295/75R22.5 will be warranted for covered warranty conditions for an unlimited number of retreads up to seven (7) years from new tire manufacture or new tire purchase. All Goodyear premium casings beyond seven (7) years from date of new tire manufacture or new tire purchase, if proof of purchase is available, are excluded from coverage by this warranty. Casing credit is based on local currencies in the country where the adjustment takes place. Refer to the Goodyear Commercial warranty for the casing values.

Goodyear Marathon LHS®, Marathon LHD®, Marathon LHT™, Marathon RSA®, Marathon RSS®, Marathon RSD® and Marathon RTD® casings will be warranted for covered conditions for an unlimited number of retreads for a period of six (6) years from the date of new tire manufacture or new tire purchase, if proof of purchase is available. All Goodyear Marathon LHS, Marathon LHD, Marathon LHT, Marathon RSA, Marathon RSS, Marathon RSD and Marathon RTD casings beyond six (6) years from date of new tire manufacture or new tire purchase, if proof of purchase is available, are excluded from coverage by this warranty. Casing credit is based on local currencies in the country where the adjustment takes place. Refer to the Goodyear Commercial warranty for the casing values.

Dunlop premium casings (refer to the Dunlop Commercial warranty for the premium tire lines) in sizes 11R22.5, 11R24.5, 285/75R24.5 or 295/75R22.5 will be warranted for covered warranty conditions for an unlimited number of retreads up to six (6) years from new tire manufacture or new tire purchase, if

proof of purchase is available. All Dunlop premium casings beyond six (6) years from date of new tire manufacture or new tire purchase, if proof of purchase is available, are excluded from coverage by this warranty. Casing credit is based on local currencies in the country where the adjustment takes place. Refer to the Dunlop Commercial warranty for the casing values.

All Goodyear G392 SSD™ DuraSeal + Fuel Max™, G392A SSD DuraSeal + Fuel Max & G394 SST® DuraSeal + Fuel Max™, Fuel Max SSD DuraSeal, Fuel Max SST DuraSeal tires will be warranted for covered conditions for one retread for a period of four (4) years from the date of the casing DOT serial number or proof of purchase, if available.

All other Goodyear, Dunlop and Kelly radial truck tire casings will be warranted for covered warranty conditions for an unlimited number of retreads up to four (4) years from new tire manufacture or new tire purchase, if proof of purchase is available, and are eligible for a credit equal to the predetermined casing allowances. See your servicing dealer for these values at the time of adjustment. All other Goodyear, Dunlop and Kelly non-premium casings beyond four (4) years from date of new tire manufacture or new tire purchase, if proof of purchase is available, are excluded from coverage by this warranty. See applicable commercial warranty for full details.

In addition, brands other than Goodyear, Dunlop or Kelly medium truck tire radial casings, retreaded by a Goodyear Authorized Retreader using Goodyear brand retreads, that become unserviceable due to a covered warranty condition within the first 25% wear of the first retread or four (4) years from new tire manufacture or new tire purchase, if proof of purchase is available, (whichever occurs first) are eligible for a credit equal to the predetermined casing allowances. See your servicing dealer for these values at the time of adjustment. All brands other than Goodyear, Dunlop and Kelly casings beyond the first 25% wear of the first retread or four (4) years from date of new tire manufacture or new tire purchase, if proof of purchase is available, (whichever occurs first) are excluded from coverage by this warranty.

HOW WILL THE RETREAD CREDIT BE DETERMINED WHEN THE CASING BECOMES UNSERVICEABLE DUE TO A COVERED WARRANTY CONDITION?

Full credit for the retreading or repair costs will be

issued, based on the current retail selling price of the retread during the first 2/32" (inch) (or the first 25% for UniCircle® retreads) of usable treadwear if the casing becomes unserviceable within the coverage period due to a covered warranty condition.

Retreading costs that are not eligible for full credit will be prorated. The replacement price will be calculated by multiplying the current Goodyear retail selling price of the retread by the percentage of usable tread remaining at the time of adjustment.

You must pay for mounting, balancing, applicable taxes, government-mandated charges and any additional services you order at the time of adjustment.

EXAMPLE:

If your disabled tire had an original 16/3" (inch) of usable tread depth and is worn to 8/32" (inch) of usable tread remaining, you have used 50% and therefore must pay 50% of the advertised selling price of a comparable retread tire. If the price of the comparable tire is \$150.00, the cost to you would be \$75.00 plus mounting, balancing, any other applicable taxes and government-mandated charges.

| | | | | |
|---|---|-----------------------------|---|-------------------------------|
| Amount Of Tread Used Original Tread | X | Value Of Comparable Tire | = | Prorated Price Of New Tire |
|---|---|-----------------------------|---|-------------------------------|

(Plus applicable taxes, government-mandated charges, and mounting and balancing.)

WHAT IS THE COVERAGE ON GOODYEAR® AUTHORIZED RETREADER REPAIRS AND RETREADS?

Every retread/repair performed by a Goodyear Authorized Retreader on any radial casing using Goodyear authorized retread/repair materials and bearing a valid Department of Transportation (DOT) shop number of the Authorized Retreader is warranted to be free from a covered warranty condition and to give satisfactory service under normal operating conditions for the usable tread life of any retread.

Full replacement of the retread or repair costs will be issued, based on the current retail selling price of the retread or repair during the first 2/32" (inch) (or the first 25% for UniCircle® retreads) of usable treadwear if the retread or repair becomes unserviceable due to a covered warranty condition.

If a retread or repair becomes unserviceable due to a covered warranty condition beyond the no-charge period, a credit for the retread/repair cost will

be issued on a prorated basis. The credit will be determined by multiplying the current Goodyear retail selling price of the retread by the percentage of usable tread remaining at the time of adjustment.

You must pay for mounting, balancing, applicable taxes, government-mandated charges and any additional services you order at the time of adjustment.

IN ADDITION:

Radial casing allowances will be given on all qualifying radial retreaded casings if the retread became unserviceable due to a covered warranty condition.

In cases where the retread became unserviceable due to a covered warranty condition and the casing is outside the terms of this warranty, a credit for the retread only will be calculated.

All credits must be used toward the purchase of new or retreaded Goodyear, Dunlop® or Kelly® commercial products.

REMEMBER YOUR NEW TIRE WARRANTY

This limited warranty provides you with certain benefits as the owner of a radial casing that has been retreaded or repaired by a Goodyear Authorized Retreader. If you purchased a new Goodyear, Dunlop or Kelly commercial radial truck tire, you are also entitled to the benefits and are subject to the same Adjustment Limitations of the new tire limited warranty that was in effect at the time of purchase. Please consult your new tire warranty for details.

WHAT IS NOT COVERED UNDER THIS LIMITED WARRANTY?

- Wear conditions or tire damage due to road hazards (including punctures, cuts, snags, impact breaks, etc.), wreck, collision, fire, fast wear, irregular wear, heel and toe wear or other wear conditions.
- Improper inflation, overloading, high-speed spinup, misapplication, misuse, negligence, racing, chain damage, or improper mounting or demounting.
- Mechanical condition of the vehicle.
- Chip/chunk conditions on tires intended for highway service.
- Ride disturbance after the first 2/32" (inch) treadwear or due to damaged wheels or any vehicle condition.
- Any tire intentionally altered after leaving a Goodyear factory producing tires to change its appearance (example: white inlay on a black tire).
- Tires with weather cracking which were purchased more than four (4) years prior to presentation for adjustment. If you have no proof of purchase date, tires manufactured four (4) or more years prior to presentation are not covered.

- Material added to a tire after leaving a Goodyear factory producing tires (example: tire fillers, sealants, or balancing substances). If the added material is the cause of the tire being removed from service, the tire will not be adjusted.
- Any Goodyear commercial tire with the word "Mileage" on the sidewall.
- Tires removed from service due to improper repairs.
- Loss of time, inconvenience, loss of use of vehicle, incidental or consequential damage.

Note: Some states or provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

This limited warranty is applicable only in the U.S. and Canada.

ADJUSTMENT LIMITATIONS

The retread warranty ends when the treadwear indicators become visible. For casing warranty information refer to section "WHAT IS THE CASING COVERAGE?"

If you are within 100 miles (160 kilometres) of where the retread was purchased, you must return the tire to that outlet to receive warranty consideration.

WHAT ARE YOUR LEGAL RIGHTS?

DISCLAIMER: THIS WARRANTY IS IN LIEU OF, AND GOODYEAR HEREBY DISCLAIMS, ANY AND ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND IS MADE BY GOODYEAR OR SHALL BE IMPLIED BY LAW.

LIMITATION OF DAMAGES: IN NO EVENT AND UNDER NO CIRCUMSTANCE SHALL GOODYEAR BE LIABLE TO THE BUYER FOR CONSEQUENTIAL, LOST PROFIT, LOSS OF BUSINESS, LOSS OF GOODWILL OR REPUTATION, PUNITIVE OR OTHER DAMAGE, COST (INCLUDING FOR REPLACEMENT TRANSPORTATION), EXPENSE OR LOSS OF ANY KIND. SOME STATES OR PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

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

Note: No Representative or Dealer has authority to make any representation, promise or agreement on behalf of Goodyear except as stated herein. Any tire, no matter how well constructed, may fail in service or otherwise become unserviceable due to conditions beyond the control of the manufacturer. Under no circumstances is this warranty a representation that a tire failure cannot occur.

Tires replaced on an adjustment basis become the property of The Goodyear Tire & Rubber Company or Goodyear Canada Inc.

SAFETY WARNINGS:

Property damage, serious injury or death may result from:

- **TIRE FAILURE DUE TO UNDERINFLATION/ OVERLOADING/MISAPPLICATION.** Follow the vehicle owner's manual or tire placard in vehicle.
- **TIRE FAILURE DUE TO IMPACT DAMAGE/IMPROPER MAINTENANCE.** Tires should be inspected regularly by a qualified technician for signs of damage, such as punctures or impacts.
- **TIRE FAILURE DUE TO IMPROPER REPAIRS.** See U.S. Tire Manufacturers Association (USTMA) established repair procedures at www.ustires.org and/or go to www.goodyear.com/truck for information on proper repair procedures.
- **EXPLOSION OF TIRE/RIM ASSEMBLY DUE TO IMPROPER MOUNTING.** Only specially trained persons should mount tires. When mounting tires, use safety cage and clip-on extension air hose to inflate.
- **FAILURE TO MOUNT RADIAL TIRES ON APPROVED RIMS.**
- **FAILURE TO DEFLATE SINGLE OR DUAL ASSEMBLIES COMPLETELY BEFORE DEMOUNTING.**
- **TIRE SPINNING.** On slippery surfaces such as snow, mud, ice, etc., do not spin tires in excess of 35 mph (56 kph), as indicated on the speedometer.
- **EXCESSIVE WHEEL SPINNING.** This can also result in tire disintegration or axle failure.

FOR SERVICE ASSISTANCE OR INFORMATION:

1. First contact the nearest Authorized Goodyear Commercial Tire Retailer.
2. If additional assistance is required:
 - In the U.S., write to –
 - Goodyear Customer Assistance Center
 - Department 728
 - 200 Innovation Way
 - Akron, OH 44316
 - In Canada, write to –
 - Goodyear Customer Assistance Center
 - 450 Kipling Avenue
 - Toronto, Ont. M8Z 5E1

GOODYEAR
MORE DRIVEN.

**EARTHMOVER TIRE
LIMITED WARRANTY
For 20 to 39 Inch Rim Diameter Tires**

WHO IS ELIGIBLE?

You are eligible for the benefits of this Limited Warranty if you are the original purchaser or authorized agent of the original purchaser of new Goodyear 20 to 39 inch rim diameter Grader or Earthmover tires bearing our serial numbers.

WHAT IS COVERED AND FOR HOW LONG?

This Limited Warranty covers all Goodyear 20 to 39 inch rim diameter tires presented for adjustment on or after September 1, 2013. The Limited Warranty is in effect for 4 years commencing on the date of purchase. If proof of the purchase date is not available, the date of manufacture indicated on the serial number will be used as the warranty commencement date. Tires must be presented for consideration within six months of removal from service.

Coverage

If any Goodyear 20 to 39 inch rim diameter tire covered by this Limited Warranty becomes unserviceable due to a covered warranty condition, such tire will, at the option of Goodyear, be repaired or replaced with a comparable new Goodyear tire, discounted on a pro rata basis, or, at Goodyear's option, Goodyear will issue an appropriate credit. The customer charge for replacement will be calculated by multiplying Goodyear's current replacement tire price at the adjustment location (exclusive of taxes), by the percentage determined from the following chart. In the event Goodyear issues a credit, the credit will reflect the discount that would have been included in the foregoing charge.

| 20 to 39 Inch Rim Diameter Tire Wear (Percent of original non-skid used) | | | | | | | | | |
|--|------------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|----------------|
| | 0% to 10% | 11% to 20% | 21% to 30% | 31% to 40% | 41% to 50% | 51% to 60% | 61% to 70% | 71% to 80% | 81% to 100% |
| PURCHASE DATE | CUSTOMER CHARGE | | | | | | | | |
| 12 Months or Less | 10% | 20% | 30% | 40% | 50% | 60% | 70% | 80% | 100% |
| 24 Months or Less | 25% | 35% | 45% | 55% | 65% | 75% | 85% | 95% | 100% |
| 36 Months or Less | 50% | 60% | 70% | 80% | 90% | 95% | 100% | 100% | 100% |
| 48 Months or Less | 75% | 85% | 95% | 95% | 95% | 100% | 100% | 100% | 100% |
| More than 48 months | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% |

WARRANTY LIMITATIONS:

This Limited Warranty is applicable to tires purchased from The Goodyear Tire & Rubber Company, Goodyear Canada Inc. or Goodyear International Corporation and their subsidiaries ("Goodyear").

No representative or dealer has authority to make any representation, promise, warranty or agreement on behalf of Goodyear except as stated herein.

Any tire, no matter how well constructed, may fail in service or otherwise become unserviceable due to conditions beyond the control of the manufacturer. Under no circumstances is this limited warranty a representation that a tire failure cannot occur.

WHAT IS NOT COVERED BY THIS WARRANTY?

- Tires purchased more than 48 months prior to presentation for adjustment. Without proof of purchase date, tires manufactured 48 months prior to presentation are not covered.
- Tires removed from service more than six months prior to presentation to Goodyear.

- Tires for which an alternate warranty/guarantee has been negotiated.
- Uniformity or vibration claims on tires purchased more than 6 months prior to presentation for adjustment, or if proof of purchase is not available, more than 6 months after the manufacture date.
- Air retention claims on tires purchased more than 3 months prior to presentation for adjustment, or if proof of purchase is not available, more than 3 months after the manufacture date.
- Irregular wear or tire damage due to: impact breaks, cuts, cut separations, snags, machine damage, wreck, collision, fire, improper inflation, overloading, misapplication, misuse, negligence, operation at excessive speed, rim or chain damage or damage caused by the mechanical condition of the vehicle.
- Tires operating in excess of their rated Ton-Mile-Per-Hour (TMPH) or Tonne-Kilometre-Per-Hour (TKPH) factor. Goodyear uses a 4 hour rolling average for TMPH / TKPH calculations. (A detailed description of TMPH / TKPH ratings may be found in Goodyear Publication: Off-The-Road Tires Engineering Data which can be found at www.goodyearotr.com).
- Tires operating in excess of the rated Work Capability Factor (WCF).
- Tires operated in applications that are inconsistent with the Equipment's specifications or restrictions.
- Tires with improperly seated beads. Knurling impressions from the rim that continue around the bead heel are sufficient evidence of improper seating.
- Tires mounted with "O" rings that are not approved by Goodyear for use with its Earthmover tires.
- Tires that have failed due to material added after original manufacture (example: tire fillers, sealant, ballast or balancing substances). If the added material is the cause of the tire being removed from service, they will not be adjusted.
- The cost of material added after original manufacture (example: tire fillers, sealant, ballast or balancing substances) regardless of removal cause.
- Repairs or Retreads.
- **GOODYEAR EXPRESSLY DISCLAIMS ANY WARRANTY OF FITNESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY DOES NOT INCLUDE LOSS OF TIME, LOSS OF USE OF EQUIPMENT, LOST PROFITS, INCONVENIENCE, COST OF REPLACEMENT EQUIPMENT, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

WHAT ARE YOUR LEGAL RIGHTS?

Some states and provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

OWNERS OBLIGATIONS

- A. You must present the tire to be considered for adjustment to an authorized Goodyear dealer or Goodyear Service Representative within 6 months of removal. See back cover for addresses and telephone numbers of Goodyear Service representatives.
- B. You must pay for taxes, mounting and any additional services you order at the time of adjustment.

For tires imported by or specifically for a Buyer (or his agent), Goodyear's responsibility will be based upon the Cost & Freight Port of Entry tire value prior to payment of import duties.

- C. No claim will be recognized unless the product is inspected and a claim is submitted electronically or on a Goodyear claim form into Goodyear's OTR Adjustment database by a Goodyear Representative. All adjustments are confirmed by mail.
- D. Onboard machine cycle, payload and productivity information must be made available to the authorized Goodyear Dealer or Goodyear Service Representative if requested.
- E. Adjusted tires may be incapacitated. Disposal of the tire is the responsibility of the owner.

WARNING

Property Damage, Serious Injury or Death may result from:

- ◆ **FAILURE DUE TO UNDERINFLATION/OVERLOADING:**
Follow owner's manual or tire placard placed in the vehicle.
- ◆ **EXPLOSION OF TIRE / RIM ASSEMBLY DUE TO IMPROPER MOUNTING:**
Consider using nitrogen to inflate OTR tires to reduce the risk of explosive tire failure. Only specially trained persons using proper equipment should mount tires.
- ◆ **FAILURE TO DEFLATE SINGLE OR DUAL ASSEMBLIES COMPLETELY BEFORE DEMOUNTING:**
Before loosening any clamps or nuts that attach a multi-piece rim assembly to a vehicle always completely deflate the tire mounted as a single or both tires in a dual assembly by removing the valve core(s). Never attempt to remove a tire from a rim unless the tire is completely deflated. In both cases above check the valve stem by running a piece of wire through the stem to make sure it is not plugged.
- ◆ **WELDING, BRAZING OR USING ANY TYPE OF HEAT SOURCE ON A MOUNTED TIRE / RIM ASSEMBLY:**
Do not, under any circumstances, attempt to rework, weld, heat or braze any rim components that are cracked, broken or damaged. Replace with new parts or parts that are not cracked, broken or damaged, and which are the same size, type and manufacturer. Consult the rim manufacturer concerning proper replacement components.

FOR ASSISTANCE OR TO FIND THE GOODYEAR DEALER NEAREST YOU:

Please contact the Goodyear Off-The-Road Tire Action Line
200 Innovation Way
Akron, OH 44316
330 796-0610

CANADIAN DISTRICT OFFICE:

450 Kipling Ave.
Toronto, Ontario M8Z-5E1 416-201-4300

GOODYEAR INTERNATIONAL OFFICES:

European Manager, EMSS

Goodyear S.A.

Avenue Gordon Smith

L-7750 Colmar-Berg Phone 352-8199-2112

Grand Duchy of Luxembourg Fax 352-8199-2131

Vice President OTR Operations (Asia Pacific)

Suite 1, 19 Bishop Street

Jolimont WA, 6014 Phone 011-619-9478-9200

Australia Fax 011-618-9478-6050

Companhia Goodyear do Brasil – Produtos de Borracha

SAC – Customer Service

<http://www.goodyear.com.br/fale-conosco/formulario.html>

sac@goodyear.com

Avenida Paulista, 854 – 8/9 andar

Cep: 01310-913

São Paulo – SP

Brasil

Phone 0800 725 7638

Fax 55-11-3281-4432

Goodyear de Chile S.A.I.C.

SAC - Customer Service

http://www.goodyear.cl/contact_us.html

infocls@goodyear.com

Hendaya 60 Piso 9

Las Condes – Santiago de Chile Phone 0800 00 181

Fax 56-2-530-1333

Goodyear del Peru S.A.

SAC - Customer Service

http://www.goodyear.com.pe/contact_us.html

Avenida Argentina 6037 Carmen de la Legua

Callao, Lima

Phone 0800 1 9080

Fax +511 517 3301

Goodyear de Colombia S.A.

SAC – Customer Service

http://www.goodyear.com.co/contact_us.html

Calle 10 D No 15 – 39 Corregimiento Arroyohondo

Yumbo, Valle del Cauca

Phone 57 2 6088 525

Fax +57 2 6088 413

**EARTHMOVER TIRE
LIMITED WARRANTY
FOR 45, 49, 51, 57, & 63 Inch Rim Diameter Tires**

WHO IS ELIGIBLE?

You are eligible for the benefits of this Limited Warranty if you are the original purchaser or authorized agent of the original purchaser of new Goodyear 45 – 63 inch rim diameter tires bearing Goodyear prescribed serial numbers and your use of these tires has been pre-certified to conform to their capabilities.

WHAT IS COVERED AND FOR HOW LONG?

This Limited Warranty covers all Goodyear 45 – 63 inch rim diameter tires presented for adjustment on or after September 1, 2013. The Limited Warranty is in effect for 18 months commencing on the date of purchase. If proof of the purchase date is not available, the date of manufacture indicated on the serial number will be used as the warranty commencement date. Tires must be presented for consideration within six months of removal from service.

Coverage

If any Goodyear 45 – 63 inch rim diameter tire covered by this Limited Warranty becomes unserviceable due to a covered warranty condition, such tire will, at the option of Goodyear, be repaired or replaced with a comparable new Goodyear tire, discounted on a pro rata basis, or, at Goodyear's option, Goodyear will issue an appropriate credit. The customer charge for replacement will be calculated by multiplying Goodyear's current replacement tire price at the adjustment location (exclusive of taxes), by the percentage determined from the following chart. In the event Goodyear issues a credit, the credit will be in the same amount as the discount that would have been used to calculate the aforementioned customer charge on replacement.

| 45 – 63 Inch Rim Diameter Tire Wear (Percent of original skid used) / | | | | | | | | | | |
|---|--|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|----------------|
| | 0% to 10% | 11% to 20% | 21% to 30% | 31% to 40% | 41% to 50% | 51% to 60% | 61% to 70% | 71% to 80% | 81% to 90% | 91% to 100% |
| TIRE AGE | CUSTOMER CHARGE (as a percent of current replacement tire price) | | | | | | | | | |
| 6 Months or Less | 10% | 20% | 30% | 40% | 50% | 60% | 70% | 80% | 90% | 100% |
| 12 Months or Less | 30% | 40% | 50% | 60% | 70% | 80% | 90% | 100% | 100% | 100% |
| 18 Months or Less | 50% | 60% | 70% | 80% | 90% | 100% | 100% | 100% | 100% | 100% |
| More than 18 months | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% |

WARRANTY PRE-CERTIFICATION

Your application must be pre-certified by a Goodyear Representative (OTR Regional Sales Manager, OTR Field Engineer or OTR Product Support Manager). This certification may include any of the following: job site audit, TMPH analysis, GPS study, temperature study, and/or a review of onboard machine cycle, payload and productivity information. You will receive a numbered Warranty letter for products that meet the pre-certification requirement.

WARRANTY LIMITATIONS

This Limited Warranty is applicable to tires purchased from The Goodyear Tire & Rubber Company or Goodyear Canada Inc., as the case may be. No representative or dealer has authority to make any representation, promise, warranty or agreement on behalf of Goodyear except as stated herein.

Any tire, no matter how well constructed, may fail in service or otherwise become unserviceable due to conditions beyond the control of the manufacturer. Under no circumstances is this limited warranty a representation that a tire failure cannot occur.

WHAT IS NOT COVERED BY THIS WARRANTY?

- Tires purchased more than 18 months prior to presentation for adjustment. Without proof of purchase date, tires manufactured 18 months prior to presentation are not covered.
- Tires removed from service more than six months prior to presentation to Goodyear.
- Tires operated in an application that has not been pre-certified.
- Tires for which an alternate warranty/guarantee has been negotiated and such guarantee documented in writing by an authorized Goodyear representative.
- Uniformity or vibration claims on tires purchased more than 6 months prior to presentation for adjustment, or if proof of purchase is not available, more than 6 months after the manufacture date.
- Air retention claims on tires purchased more than 3 months prior to presentation for adjustment, or if proof of purchase is not available, more than 3 months after the manufacture date.
- Irregular wear or tire damage due to: impact breaks, cuts, cut separations, snags, machine damage, wreck, collision, fire, improper inflation, overloading, misapplication, misuse, negligence, operation at excessive speed, rim or chain damage or damage caused by the mechanical condition of the vehicle.
- Tires operating in excess of their rated Ton-Mile-Per-Hour (TMPH) or Tonne-Kilometre-Per-Hour (TKPH) factor. Goodyear uses a 4 hour rolling average for TMPH / TKPH calculations. (A detailed description of TMPH / TKPH ratings may be found in Goodyear Publication: Off-The-Road Tires Engineering Data which can be found at www.goodyearotr.com).
- Tires operating in excess of the rated Work Capability Factor (WCF).
- Tires operating in applications that are inconsistent with the Equipment's specifications or restrictions.
- Tires with improperly seated beads. Knurling impressions from the rim that continue around the bead heel are sufficient evidence of improper seating.
- Tires mounted with "O" rings that are not approved by Goodyear for use with its Earthmover tires.
- Tires that have failed due to material added after original manufacture (example: tire fillers, sealant, ballast or balancing substances). If the added material is the cause of the tire being removed from service, such tire will not be adjusted.
- The cost of material added after original manufacture (example: tire fillers, sealant, ballast or balancing substances) regardless of removal cause.
- Repairs or Retreads.
- GOODYEAR EXPRESSLY DISCLAIMS ANY WARRANTY OF FITNESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY DOES NOT INCLUDE LOSS OF TIME, LOSS OF USE OF EQUIPMENT, INCONVENIENCE, COST OF REPLACEMENT EQUIPMENT, OR ANY INCIDENTAL AND CONSEQUENTIAL DAMAGES.

WHAT ARE YOUR LEGAL RIGHTS?

Some states and provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

OWNERS OBLIGATIONS

- A. You must present the tire to be considered for adjustment to an authorized Goodyear dealer or Goodyear Service Representative within 6 months of removal. See back cover for addresses and telephone numbers of Goodyear Service representatives.
- B. You must pay for taxes, mounting and any additional services you order at the time of adjustment. For tires imported by or specifically for a Buyer (or his agent), Goodyear's responsibility will be based upon the Cost & Freight Port of Entry tire value prior to payment of import duties.
- C. No claim will be recognized unless the product is inspected and a claim is submitted electronically into Goodyear's OTR Adjustment database by a Goodyear Representative.
- D. Onboard machine cycle, payload and productivity information must be made available to the authorized Goodyear Dealer or Goodyear Service Representative if requested.
- E. Adjusted tires will be incapacitated. Disposal of the tire in full conformity with applicable laws is entirely the responsibility of the owner.

WARNING

Property Damage, Serious Injury or Death may result from:

- ◆ **FAILURE DUE TO UNDERINFLATION/OVERLOADING:**
Follow owner's manual or tire placard placed in the vehicle.
- ◆ **EXPLOSION OF TIRE / RIM ASSEMBLY DUE TO IMPROPER MOUNTING:**
Only specially trained persons using proper equipment should mount tires.
- ◆ **FAILURE TO DEFLATE SINGLE OR DUAL ASSEMBLIES COMPLETELY BEFORE DEMOUNTING:**
Before loosening any clamps or nuts that attach a multi-piece rim assembly to a vehicle always completely deflate the tire mounted as a single or both tires in a dual assembly by removing the valve core(s). Never attempt to remove a tire from a rim unless the tire is completely deflated. In both cases above check the valve stem by running a piece of wire through the stem to make sure it is not plugged.
- ◆ **WELDING, BRAZING OR USING ANY TYPE OF HEAT SOURCE ON A MOUNTED TIRE / RIM ASSEMBLY:**
Do not, under any circumstances, attempt to rework, weld, heat or braze any rim components that are cracked, broken or damaged. Replace with new parts or parts that are not cracked, broken or damaged, and which are the same size, type and manufacturer. Consult the rim manufacturer concerning proper replacement components.

FOR ASSISTANCE OR TO FIND THE GOODYEAR DEALER NEAREST YOU:

Please contact the Goodyear Off-The-Road Tire Action Line
200 Innovation Way
Akron, OH. 44316
1-330-796-0610

CANADIAN DISTRICT OFFICE:

Goodyear Canada Inc.
450 Kipling Ave.
Toronto, Ontario M8Z 5E1416-201-4300

LIMITED WARRANTY LOWER SEAM (UMS) TIRES & PERMAFOAM ADJUSTMENT POLICY

ELIGIBILITY

You are eligible for the benefits of this policy if you are the original purchaser or authorized agent of the original purchaser of new Goodyear:

- Branded UMS tires which are defined as those whose principal application is for specialized service in subsurface mining operations. UMS tires are not intended for over-the-highway, agricultural or other non-underground mining uses.
- Permafoam tire fill, which is a flat-proofing filling agent exclusive to The Goodyear Tire & Rubber Company.

COVERAGE

This policy covers all Goodyear branded UMS tires and Permafoam submitted for adjustment on/after September 1, 2013. If proof of purchase is not available to establish time in service, the tire date of manufacture will be used. Tires must be presented for consideration within six months of removal from service.

Any tire covered by this policy, whether Permafoam filled or not, that becomes unserviceable due to a covered warranty condition will, at the option of Goodyear, be repaired or replaced with a comparable new Goodyear tire on a pro rata basis.

With regards to Permafoam inflated tires, the Permafoam itself will be pro rated on the same basis as the tire in which it was used.

The customer charge for pro rata replacement will be calculated by multiplying Goodyear's current Tire/Permafoam price at the adjustment location (exclusive of taxes), by the percentage determined from the following chart:

TIRE WEAR (percent of original non skid used)

| Act % NS | 0% to 10% | 11% to 20% | 21% to 30% | 31% to 40% | 41% to 50% | 51% to 60% | 61% to 70% | 71% to 80% | 81% to 100% |
|--------------|-----------------|------------|------------|------------|------------|------------|------------|------------|-------------|
| Age* | Customer Charge | | | | | | | | |
| 6, or Less | 10% | 20% | 30% | 40% | 50% | 60% | 70% | 80% | 100% |
| 12 or Less | 30% | 40% | 50% | 60% | 70% | 80% | 90% | 100% | 100% |
| 18 or Less | 50% | 60% | 70% | 80% | 90% | 100% | 100% | 100% | 100% |
| More than 18 | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% |

*Tire Age in Months

ADJUSTMENT POLICY LIMITATIONS

This Limited Warranty Policy is applicable to Goodyear Branded UMS tires and Permafoam purchased from The Goodyear Tire & Rubber Company or Goodyear Canada Inc., and is limited to the United States and Canada.

The following are NOT covered by this policy:

- Tires purchased more than 18 months prior.
- No proof of purchase or manufacture date.
- Tires removed from service more than six months prior to presentation to Goodyear.

- Irregular wear or tire damage due to:

| | |
|-------------------------------------|------------------|
| Impact breaks | Cuts |
| Snags | Machine Damage |
| Wrecks | Collision |
| Fire | Electrical Shock |
| Overloading | Misapplication |
| Misuse | Negligence |
| Mechanical Condition of the Vehicle | Oil Exposure |
| Chemical Exposure | Ribbing |

- Tires which have failed as a result of adding fill material other than Permafoam applied by Goodyear or its authorized agent to the tire cavity. Examples include sealants, balancing substances, ballast or other fills.
- Additionally, no adjustment credit will be issued for such materials, regardless of whether or not the tire itself is subject to adjustment.
- Loss of time, inconvenience, loss of use of vehicle, incidental or consequential damage.

WHAT ARE YOUR LEGAL RIGHTS?

Some states or provinces do not allow the exclusion or limitation of incidental or consequential damage, so the above limitation or exclusion may not apply to you:

No representative or dealer has authority to make any representation, promise, or agreement on behalf of Goodyear except as stated herein.

Any tire, no matter how well constructed, may fail in service or otherwise become unserviceable due to conditions beyond the control of the manufacturer. Under no circumstances is this warranty a representation that a tire failure cannot occur.

This warranty gives you specific legal rights and you may also have other rights that vary from state to state or province to province.

OWNER'S OBLIGATIONS:

- For any underground application, any UMS Tire/Permafoam product deemed unserviceable, you must contact The Goodyear Tire and Rubber Company or authorized Goodyear dealer for assistance. See listing on back cover.
- You must pay for taxes, mounting and any additional services you order at time of Adjustment.
- No claim will be recognized unless submitted on a Goodyear claim form. This form must be completely filled out and submitted by you, the original purchaser of the tire, or your authorized agent.

⚠ WARNING Property Damage, Serious Injury or Death May Result From:

- Tire failure due to overloading.
- Improperly mounted tires
- Only specially trained persons using proper equipment should mount tires.

Certificate Of Completion

Envelope Id: AA50E6625AE0413BA985C7DA74A5CD6C

Status: Delivered

Subject: Signature request on Contract Iowa Department of Administrative Services

Source Envelope:

Document Pages: 66

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

The Goodyear Tire & Rubber Company

AutoNav: Enabled

200 Innovation Way

Envelopeld Stamping: Enabled

Akron, OH 44316

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

gcs_support@goodyear.com

IP Address: 35.170.89.44

Record Tracking

Status: Original

Holder: The Goodyear Tire & Rubber Company

Location: DocuSign

4/4/2024 1:20:12 PM

gcs_support@goodyear.com

Signer Events

Ryan Waldron

ryan_waldron@goodyear.com

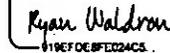
President, North America Consumer,

The Goodyear Tire & Rubber Company

Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:



019EFD08FED24C5

Signature Adoption: Pre-selected Style

Using IP Address: 167.232.248.15

Timestamp

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Resent: 4/9/2024 11:03:00 AM

Resent: 4/9/2024 12:29:36 PM

Viewed: 4/9/2024 3:34:43 PM

Signed: 4/9/2024 3:34:56 PM

Electronic Record and Signature Disclosure:

Accepted: 2/13/2024 3:48:05 PM

ID: 9836de74-1607-488c-b8c9-ce1e51acde05

Vimarie Luna-Bryant

vimarie_lunabryant@goodyear.com

The Goodyear Tire & Rubber Company

Security Level: Email, Account Authentication (None)

Sent: 4/9/2024 3:34:59 PM

Viewed: 4/9/2024 3:35:53 PM

Electronic Record and Signature Disclosure:

Accepted: 11/21/2023 10:09:53 PM

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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

4/4/2024 1:46:20 PM

Envelope Updated

Security Checked

4/9/2024 11:03:00 AM

Envelope Updated

Security Checked

4/9/2024 12:29:36 PM

Certified Delivered

Security Checked

4/9/2024 3:35:53 PM

| Payment Events | Status | Timestamps |
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| | | |
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| Electronic Record and Signature Disclosure | | |
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, The Goodyear Tire & Rubber Company (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact The Goodyear Tire & Rubber Company:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: gcs_support@goodyear.com

To advise The Goodyear Tire & Rubber Company of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at gcs_support@goodyear.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from The Goodyear Tire & Rubber Company

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to gcs_support@goodyear.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with The Goodyear Tire & Rubber Company

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to gcs_support@goodyear.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

| | |
|----------------------------|--|
| Operating Systems: | Windows2000? or WindowsXP? |
| Browsers (for SENDERS): | Internet Explorer 6.0? or above |
| Browsers (for SIGNERS): | Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above) |
| Email: | Access to a valid email account |
| Screen Resolution: | 800 x 600 minimum |
| Enabled Security Settings: | <ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection |

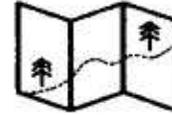
** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify The Goodyear Tire & Rubber Company as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by The Goodyear Tire & Rubber Company during the course of my relationship with you.

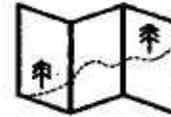


PORTFOLIO TITLE: Tires, Tubes and Services (2024 - 2029)

LEAD STATE: Iowa

| | |
|--|--|
| <p><u>OVERVIEW:</u></p> <p>The purpose of the RFP was to establish a Master Agreement with qualified Offerors to provide competitive pricing for tire products and services through their retail distribution networks to all Participating States.</p> | <p><u>INITIAL TERM:</u> July 1, 2024 to June 30, 2027 (total - three (3) years)</p> <p><u>RENEWALS:</u> Up to three (3) additional one-year renewals through June 30, 2030</p> <p><u>TOTAL TERM POSSIBLE:</u> Six (6) years</p> |
| <p><u>AWARDED VENDORS:</u></p> <p>Bridgestone Continental Goodyear Michelin</p> <p><u>PRODUCT CATEGORIES:</u></p> <p>The scope includes specific full lines of tires, tubes, and related services in the subcategories listed below:</p> <p>Tires – Subcategories:</p> <ol style="list-style-type: none"> 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. EV Tires 10. Retread <p>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.</p> | |

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Services –

1. Tire installation
2. Change tires: dismount and mount
3. Flat repair: remove, repair, and mount
4. Flat repair: off vehicle
5. Tire rotation: rotate mounted tires
6. New valve stem: rubber or metal
7. Wheel balance: computer spin balance
8. Wheel balance: computer spin balance and valve stem combination
9. Foam filling
10. Alignment services
11. Studding: installing metal implants
12. Siping: installing slots to enhance tire tread
13. Used tire recycle and disposal
14. Bulk disposal
15. Tire pressure monitoring system (TPMS)

SUPPLIERS AVAILABLE:

- ✓ **Bridgestone**
- ✓ **Continental**
- ✓ **Goodyear**
- ✓ **Michelin**



*Suppliers with **bolded** names are incumbents that were awarded a Master Agreement through the previous RFP issues by the Lead State of Iowa.

KEY BENEFITS:

This re-solicited NASPO ValuePoint portfolio will continue to provide tires, tubes, and services to a very large participant base. The biggest key benefit is the wide offering this provides to diverse public agencies for its fleet, rescue vehicles, emergency and construction equipment, etc. The volume of tire sales historically provides benefits of significant discounts when purchasing and installing tires for public service.

PRICING:

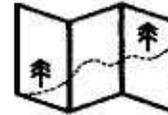
The team focused on best value procurement and it was practiced in all aspects of the procurement process. The cost evaluation was carried out to ensure best value. The contract terms and conditions were revamped to manage and effectively meet the demands of a volatile rubber market. It allows more dynamic control of the pricing with a six-month cadence of pricing updates.

The Lead State and the Sourcing Team also established a review process that evaluated the quality and experience of the Offeror to ensure that the contract would leverage the buying power of the nation and fulfill the contract requirements of quality, delivery, warranty, and service in addition to competitive pricing.

PROCUREMENT BACKGROUND:

These contracts are the result of the publicly posted NASPO ValuePoint solicitation number RFP0223005113 led by the State of Iowa. The NASPO Executive Council approved conducting a solicitation for Tires, Tubes and Services to replace the previous expiring contract.

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STATES ON SOURCING TEAM:

- ★ Iowa – Lead State
- ★ Connecticut
- ★ Massachusetts
- ★ Montana
- ★ Utah



SOLICITATION INFORMATION:

- Number: RFP0223005113
- Released: 07/27/2023
- Closed: 09/13/2023
- Amendments: 2 addendums: answers to questions
- Pre-proposal conference: 08/09/2023
- Pre-proposal conference attendance: Bridgestone, Continental, Goodyear, Michelin

PUBLIC POSTING OF SOLICITATION:

Website Posted On: State of Iowa
 Posting Link:
<https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=DASIowa>
 Days Publicly Posted: 48

PUBLIC OPENING

Sealed proposals were opened by the lead state following the closing date.



VENDOR RESPONSES:

- Number of Vendor Responses Received: 4
- Number of Non-Responsive Vendor Responses: 0
- Number of Vendor Responses Evaluated: 4

EVALUATIONS:

In-person evaluations were led by the Lead State of Iowa and technical evaluation that included consensus scoring was completed by the Sourcing Team on 10/18/2023.

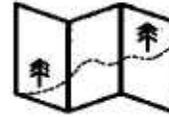
EVALUATION CRITERIA:

The Lead State and Sourcing Team used a pass/fail and weighted score methodology of selection with both objective and subjective criteria. Criteria used in evaluation included:

- Stage 1: Initial Responsiveness Evaluation
- Stage 2: Mandatory Minimum Requirements
- Stage 3: Technical Criteria Evaluation

| Technical Criteria | Points Possible |
|---|-----------------|
| Offeror's Experience, Background, References, Personnel | 50 |
| Ability to Meet the Scope of Work | 50 |
| Service Area & Availability of Products | 150 |
| Education & Compliance of Approved Distributors | 125 |
| Customer Service | 125 |
| Emergency Response & Roadside Assistance | 50 |
| Marketing NASPO | 100 |
| Green Initiative | 50 |
| Stage 3 Total: | 700 |

DISCLAIMER: This document is provided by NASPO ValuePoint and is for informational purposes only. While NASPO ValuePoint has worked to ensure the validity of the information provided, the user should not rely solely on the information contained in this document. Official records are maintained by the procurement office of the state that led the solicitation and should be reviewed prior to making any decision.



Stage 4: Cost Evaluation - Costs were evaluated based on the weighted cost evaluation components as follows:

| Tire - Subcategory | Points Possible |
|---|-----------------|
| B1. Pursuit and Performance Tires | 75 |
| B2. Automobile/Passenger Tires | 75 |
| B3. Light Duty Trucks | 75 |
| B4. Medium Commercial/Heavy Duty Trucks/Buses | 75 |
| Stage 4 Total: | 300 |

Final Score Point Summary

| Stage | Total Points Possible |
|-------------------------------|-----------------------|
| Technical Criteria Evaluation | 700 |
| Cost Evaluation | 300 |
| Total: | 1000 |

SCORING:

Responses were scored according to the RFP’s Evaluation Criteria. Anyone interested in receiving a copy of the scoring that was used to determine the awards for this RFP should contact the Lead State as identified on the portfolio’s NASPO ValuePoint website.

AWARD:

Awards were determined by the Lead State and the Sourcing Team based on the scoring methodology and those proposals deemed most advantageous to the Lead State and potential Participating and Purchasing Entities. The Lead State awarded the Contract(s) to the Responsible Offeror(s) whose Responsive Proposal the agency believed will provide the best value to the Lead State and NASPO ValuePoint. In analyzing “best value” and “most advantageous”, there was a clear natural break between the incumbents and a new Offeror (please see Total Score Comparison tab of the Evaluation Workbook spreadsheet), however, the Lead State and Sourcing Team deemed the lower scoring new Offeror did indeed pass the 400 technical point threshold to move on to the cost, and the cost was within range in comparison to the other proposals. The Lead and Sourcing Team felt strongly that there was an advantage of awarding to Michelin based on the criteria set forth to provide more options and more coverage rather than disqualifying them by implementing a natural break.

SUPPLIERS RECOMMENDED FOR AWARD

- ✓ Bridgestone
- ✓ Continental
- ✓ Goodyear
- ✓ Michelin



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UNITED STATES OF AMERICA
STATE OF OHIO
OFFICE OF THE SECRETARY OF STATE

I, Frank LaRose, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign business entities; that said records show THE GOODYEAR TIRE & RUBBER COMPANY, an Ohio corporation, Charter No. 12127, having its principal location in Akron, County of Summit, was incorporated on August 29, 1898 and is currently in GOOD STANDING upon the records of this office.



Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 6th day of June, A.D. 2024.

Frank LaRose

Ohio Secretary of State

Validation Number: 202415801962



December 1, 2023

TO WHOM IT MAY CONCERN:

Pursuant to authority vested in me by resolution adopted by the Board of Directors of The Goodyear Tire & Rubber Company (hereinafter referred to as the "Company") on August 3, 1999, I hereby authorize

Joseph T. Burke
Vice President North America Commercial

to execute for and on behalf and in the name of the Company, without attestation and without affixation of the corporate seal, the following:

Proposals, bids, contracts, bid bonds, performance bonds, certificates, and labor and material payment bonds regarding commercial tire products and services, as follows:

- a) When the document executed is a printed or otherwise prepared form furnished by any governmental authority; or**
- b) When the document so executed is a letter, bid or contract offering to sell the Company's regular line of products to any governmental authority.**

This shall be deemed to include, but not be limited to, the United States Government, any of the states, territories and possessions of the United States and any municipality, county or other governmental authority within the United States and its territories and possessions.

No such bid, proposal, contract, or bond shall be for an amount greater than \$10,000,000.

In so doing, he is directed to observe such instructions as to prior approvals, including approval by the Law Department, and record keeping as shall have been prescribed by the executive officer of the Company having cognizance of the subject matter.

These documents will be filed in Government Sales, Department 709.

This Delegation of Authority shall be in full force and effect from December 1, 2023 to and including November 30, 2025, unless theretofore revoked. This Delegation supersedes a similar Delegation dated September 1, 2023.





IN WITNESS WHEREOF, I have hereunto set my hand and caused the official corporate seal of said Company to be affixed.

DocuSigned by:
Daniel T. Young
C4581DD2D18249D...

DocuSigned by:
Richard J Kramer
11282E8ADD694C5...

Attest:
Secretary
42772 4



Chairman of the Board,
Chief Executive Officer and President
THE GOODYEAR TIRE & RUBBER COMPANY



INFORMATION FOR OFFICERS EXECUTING DOCUMENTS

Date:
December 1, 2023

Type of Document:
**Delegation of
Authority**

Secretary's File No.:
GCS #42772 4

ROUTE TO:

| NAME | DEPARTMENT OR TITLE | PURPOSE | NO. |
|-----------------|------------------------------------|---------|-----|
| Carolyn Cole | Sr. Legal Counsel | Approve | 1 |
| David Roberts | Associate General Counsel Americas | Approve | 1 |
| Drew Juvan | Vice President Business Strategy | Approve | 1 |
| Steve McClellan | President Americas | Approve | 1 |
| | | | |
| Rich Kramer | Chairman, CEO and President | Sign | 1 |
| Dan Young | Secretary | Attest | 1 |
| Chanda Porter | Secretary's Office | Seal | 1 |

1. Parties:

The Goodyear Tire & Rubber Company
and
Joseph T. Burke
Vice President North America Commercial

2. Subject: Delegation authorizing Joe Burke as Vice President North America Commercial to sign government proposals, bids, contracts, bid bonds, performance bonds, and labor and material payment bonds regarding commercial tire products and services when the amount involved does not exceed \$10,000,000.00.

3. Term: December 1, 2023 through November 30, 2025

4. Notes/Comments: This will revoke and supersede a current Delegation. Joe Burke has replaced Dave Beasley as VP North America Commercial.

Documents will be routed, approved and executed in GCS

Routed By: Chanda Porter – HQ 3140 Ext 6 2906 Secretary's Office



October 1, 2023

TO WHOM IT MAY CONCERN:

Pursuant to authority vested in me by resolution adopted by the Board of Directors of The Goodyear Tire & Rubber Company (hereinafter referred to as the "Company") on August 3, 1999, I hereby authorize

David L. Beasley
Vice President North America Commercial

to execute for and on behalf and in the name of the Company, without attestation and without affixation of the corporate seal, the following:

Proposals, bids, contracts, bid bonds, performance bonds, certificates, and labor and material payment bonds regarding commercial tire products and services, as follows:

- a) When the document executed is a printed or otherwise prepared form furnished by any governmental authority; or
- b) When the document so executed is a letter, bid or contract offering to sell the Company's regular line of products to any governmental authority.

This shall be deemed to include, but not be limited to, the United States Government, any of the states, territories and possessions of the United States and any municipality, county or other governmental authority within the United States and its territories and possessions.

No such bid, proposal, contract, or bond shall be for an amount greater than \$10,000,000.

In so doing, he is directed to observe such instructions as to prior approvals, including approval by the Law Department, and record keeping as shall have been prescribed by the executive officer of the Company having cognizance of the subject matter.

These documents will be filed in Government Sales, Department 709.

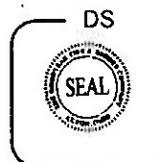
This Delegation of Authority shall be in full force and effect from October 1, 2023 to and including September 30, 2025, unless theretofore revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official corporate seal of said Company to be

affixed.
Daniel T. Young
C4561DD2D18249D...

DocuSigned by:
Richard J Kramer
11292E6ADD894C5...

Attest:
Secretary
42772 3



Chairman of the Board,
Chief Executive Officer and President
THE GOODYEAR TIRE & RUBBER COMPANY



Certificate Of Completion

Envelope Id: 0ADEEC6383264E2EBB396F8C8F35F5B0

Status: Completed

Subject: Signature request on Contract Joseph Burke, Vice President NA Commercial Amendment 4

Source Envelope:

Document Pages: 4

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

The Goodyear Tire & Rubber Company

AutoNav: Enabled

Stamps: 1

200 Innovation Way

EnvelopeId Stamping: Enabled

Akron, OH 44316

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

gcs_support@goodyear.com

IP Address: 35.170.89.44

Record Tracking

Status: Original

Holder: The Goodyear Tire & Rubber Company

Location: DocuSign

12/14/2023 3:41:41 PM

gcs_support@goodyear.com

Signer Events

Signature

Timestamp

Richard J Kramer

rich_kramer@goodyear.com

Chairman, CEO and President

Security Level: Email, Account Authentication (None)

DocuSigned by:
Richard J Kramer
11282E6A0D094CS...

Signature Adoption: Pre-selected Style
Using IP Address: 167.232.248.15

Sent: 12/14/2023 3:53:09 PM

Viewed: 12/18/2023 1:48:28 PM

Signed: 12/19/2023 12:39:14 PM

Electronic Record and Signature Disclosure:

Accepted: 12/19/2023 12:39:05 PM

ID: 00aedb3b-34a3-4d8c-b9db-db7bdbda8c7e

Daniel T. Young

dan_young@goodyear.com

Secretary

The Goodyear Tire & Rubber Company

Security Level: Email, Account Authentication (None)

DocuSigned by:
Daniel T. Young
C4561002018249D...

Signature Adoption: Pre-selected Style
Using IP Address: 167.232.248.15

Sent: 12/19/2023 12:39:16 PM

Viewed: 12/19/2023 1:21:32 PM

Signed: 12/19/2023 1:21:41 PM

Electronic Record and Signature Disclosure:

Accepted: 12/19/2023 1:21:32 PM

ID: 44713d1e-fea5-4e00-897f-77e70983f5ad

Chanda Kay Porter

chanda_porter@goodyear.com

Security Level: Email, Account Authentication (None)



Using IP Address: 167.232.248.15

Sent: 12/19/2023 1:21:42 PM

Viewed: 1/3/2024 11:29:58 AM

Signed: 1/3/2024 11:38:23 AM

Electronic Record and Signature Disclosure:

Accepted: 8/24/2023 7:57:26 AM

ID: 2cfe5fb0-58cd-4d0b-a614-1769352991e1

| In Person Signer Events | Signature | Timestamp |
|------------------------------|-----------|-----------|
| Editor Delivery Events | Status | Timestamp |
| Agent Delivery Events | Status | Timestamp |
| Intermediary Delivery Events | Status | Timestamp |
| Certified Delivery Events | Status | Timestamp |

| Carbon Copy Events | Status | Timestamp |
|---------------------------|---------------|------------------|
|---------------------------|---------------|------------------|

| Witness Events | Signature | Timestamp |
|-----------------------|------------------|------------------|
|-----------------------|------------------|------------------|

| Notary Events | Signature | Timestamp |
|----------------------|------------------|------------------|
|----------------------|------------------|------------------|

| Envelope Summary Events | Status | Timestamps |
|--------------------------------|---------------|-------------------|
|--------------------------------|---------------|-------------------|

| | | |
|---------------------|------------------|-----------------------|
| Envelope Sent | Hashed/Encrypted | 12/14/2023 3:53:09 PM |
| Certified Delivered | Security Checked | 1/3/2024 11:29:58 AM |
| Signing Complete | Security Checked | 1/3/2024 11:38:23 AM |
| Completed | Security Checked | 1/3/2024 11:38:23 AM |

| Payment Events | Status | Timestamps |
|-----------------------|---------------|-------------------|
|-----------------------|---------------|-------------------|

| Electronic Record and Signature Disclosure |
|---|
|---|

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, The Goodyear Tire & Rubber Company (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact The Goodyear Tire & Rubber Company:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: gcs_support@goodyear.com

To advise The Goodyear Tire & Rubber Company of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at gcs_support@goodyear.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from The Goodyear Tire & Rubber Company

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to gcs_support@goodyear.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with The Goodyear Tire & Rubber Company

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to gcs_support@goodyear.com and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

| | |
|----------------------------|---|
| Operating Systems: | Windows2000? or WindowsXP? |
| Browsers (for SENDERS): | Internet Explorer 6.0? or above |
| Browsers (for SIGNERS): | Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above) |
| Email: | Access to a valid email account |
| Screen Resolution: | 800 x 600 minimum |
| Enabled Security Settings: | <ul style="list-style-type: none">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection |

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify The Goodyear Tire & Rubber Company as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by The Goodyear Tire & Rubber Company during the course of my relationship with you.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/7/2024

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

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

| | | | |
|---|--|---------------------------------------|--------------------------------|
| PRODUCER Liberty Mutual Insurance Co. National Insurance East 500 N 3rd St, Suite 300 Wausau, WI 54403 www.LibertyMutual.com | CONTACT NAME: _____ | PHONE (A/C, No, Ext): _____ | FAX (A/C, No): _____ |
| | E-MAIL ADDRESS: CMeCertProduction@LibertyMutual.com | | |
| INSURER(S) AFFORDING COVERAGE | | -NAIC # | |
| INSURER A: Liberty Insurance Corporation | | 42404 | |
| INSURER B: Liberty Mutual Fire Insurance Company | | 23035 | |
| INSURER C: | | | |
| INSURER D: | | | |
| INSURER E: | | | |
| INSURER F: | | | |

COVERAGES **CERTIFICATE NUMBER:** 80401956 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|--|-------------------------|-------------------------|--|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____ | | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | WA7-C8D-004151-054 (All State Except OH, ND, WA, WY) WC7-C81-004151-104 (MN) WC7-C81-004151-064 (WI) | 1/1/2024 | 1/1/2025 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 |
| B | Excess Workers Comp | | | EW2-68N-004151-074 (KS; OK) EW2-68N-004151-214 (OH) | 1/1/2024 | 1/1/2025 | SIR KS - \$300,000 SIR OK - \$5,000,000 SIR OH - \$5,000,000 |

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

| | |
|---|--|
| CERTIFICATE HOLDER State of New Hampshire Administrative Services Bureau of Purchase and Property 25 Capitol Street, Room 102 Concord NH 03301 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Abby Nolan <i>Abby Nolan</i> |
|---|--|

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June 14, 2024

State of New Hampshire Administrative Services
Bureau of Purchase and Property
25 Capitol Street, Room 102
Concord, NH 03301

RE: Self-Insurance

To Whom it May Concern:

This letter will serve as confirmation that The Goodyear Tire & Rubber Company has a self-insured retention of \$3,000,000 for General Liability. This election to self-insure applies to any and all claims under General Liability coverage which arise out of the negligence or misconduct of The Goodyear Tire & Rubber Company.

If you have any questions or concerns, please feel free to contact us.

Sincerely,

A handwritten signature in black ink, appearing to read "John Sboray".

John Sboray
Global Risk Management

JS/la

