

INFORMATION Redacted PURSUANT TO THE FREEDOM OF
INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6)

[REDACTED]
Apache Junction, Arizona [REDACTED]
[REDACTED]

National Highway Safety Transportation Administration (NHSTA) Headquarters
1200 New Jersey Avenue, S.E.
West Building
Washington, D.C. 20590

SEP 23 2016

Re: Attached a notice of a dangerous product; to wit: Sailum Terramax tires- GT
SL00121856E, DOT # 530D LE50 2712 4; purchased from Big O Tire Corp./ Dynamic
Tire Corp/ TBC CORPORATION.

To Whom It My Concern:

I was content for a quiet out of court settlement with the Dynamic Tire Corporation, "DTC", WHICH IS NOW in DISHONOR. I followed their "TBC CORPORATION product liability claim procedure" for DTC in this matter for the repair of damages to my truck from an obviously defective lot of a product; to wit: Sailum Terramax tires- GT SL00121856E, DOT # 530D LE50 2712 4, purchased from "Big O Tire Corporation" IN California.

I had 3 of 4 tires of the same lot, same purchase time/ driving time/ installation time/ and uniform maintenance schedule showing evident varying stages of shredding; and, one tire tread that came completely off of the casing did severe damage to the undercarriage of my truck.

As result of the failed negotiations for the repair of the damages to my truck by the disintegration of the tire, and in accordance with the Conditional Offer of Acceptance that I made to DTC, attached you will find the Summary of Actions taken resulting in the Dishonor by Dynamic Tire Corporation agents- the TBC CORPORATION is the respondeat superior of the DTC.

I report this to you because: 1) I want my truck repaired; 2) this is safety issue to the public, likely with many other sufferers, even death or possible death of consumers; and, 3) these multi-level corporations should not get away with endangerment of the public and not standing behind their product while representing, in this case, that their tire in question was of good quality, and suited for the use intended.

[REDACTED]

[REDACTED]

[REDACTED]
Apache Junction, Arizona [REDACTED]
[REDACTED]

TBC CORPORATION
4770 Hickory Hill Road
Memphis, Tennessee 38141
(800) 739-7696

- Re: a) Purchased Tires: Four Sailun Terramax H/T LT215/85R16 tires: re: Full Tire purchases and installation of tires from: BIG O TIRE STORE # 5807, during September 2013- See Enclosure I, 3 pages;
- b) TBC Product Liability Claim Procedure – Enclosure II
- c) DTC Review Committee Correspondence of Aug 15, 2016 re: One of three Sailun Terramax H/T LT215/85R16 obviously defective tire, DOT Serial number 53ODLE502712- See Enclosure III;
- d) My USPS RMN RE 006, 875 529 US of July 2016 Conditional Acceptance of your offer- See Enclosure III; and,
- e) Negotiations with “Ron De-Bruin, be-bruin@dyntim.com” of the DTC Claim Review Committee by telephone.

To Whom It My Concern:

I am writing because DTC/ Big O Tire Store # 5807 of September 2013 is in **DISHONOR**, and I need to notify you about you before I proceed further to resolve this 'defective tire' and subsequent damage to my truck problem.

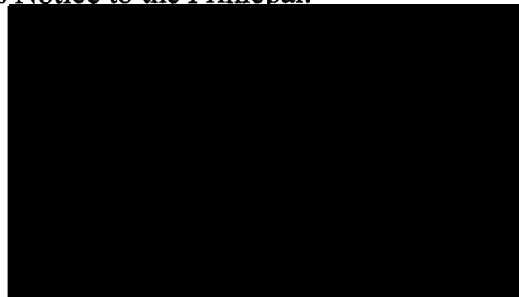
Summary:

- a) Sept 2013 I purchased four Sailun Terramax tires- GT SL00121856E, DOT # 530D LE50 2712 4- for my truck in September 2013. See the receipt in Enclosure I.
- b) April 2016 Three of the four Sailun Terramax tires indicated damage in about April 2016 during travel, and the truck was empty.
- c) April 2016 I contacted the Big O Tire re: the break, and received the warranty claim procedure. I followed the procedure.
- d) May 2016 According to procedure, the UPS courier service picked up the tire for TBC Quality Assurance Department; they only wanted the worst of the three obviously damaged tires.

- e) June 2016 Received back from the "DTC Claim Review Committee" re: the claim, that the tire received for inspection was due to damages that did not occur; to wit: heat, low pressure and impact; offering 125 dollars for the tire purportedly assessed for signing a release of their any liability.
- f) July 2016 Sent Conditional Acceptance of the initial offer: for reasons: I am a retired professional mechanic, and I know the damages were Not for the reasons the DTC Claims Review Committee postulated/assumed: And,
Sent inquiry directly to the DTC Product Liability Dept/ 155 Delta Park Blvd., Brampton, Ontario Canada, as was addressed; which did not exist "anymore."
- g) August 2016 Ron 'DeBruin' called me: Identified himself as a chemical engineer, who did not assess the tire. Offered to: i) send technical report of the tire sent from me; ii) He offered to pick-up and have the remaining two damaged tires assessed by an independent third party in the United States.
We agreed: i) accept the tire engineer technical report, and ii) to send the tires directly to a known and independent third party in the United States for assessment.

Presently, representatives for the TBC/DBC/Big O Tires Corporation for store #5807 of September 05, 2013, are in Dishonor. However, it is necessary to for me notify all involved before pursuing this matter further.

Notice to the Principal is notice to the Agent;
Notice to the Agent is Notice to the Prinicipal.



Documents Mailed

It is hereby stated that this document was filed with the following, mailed this 19 day of September 2016 to:

TBC CORPORATION
4770 Hickory Hill Road
Memphis, Tenn 38141

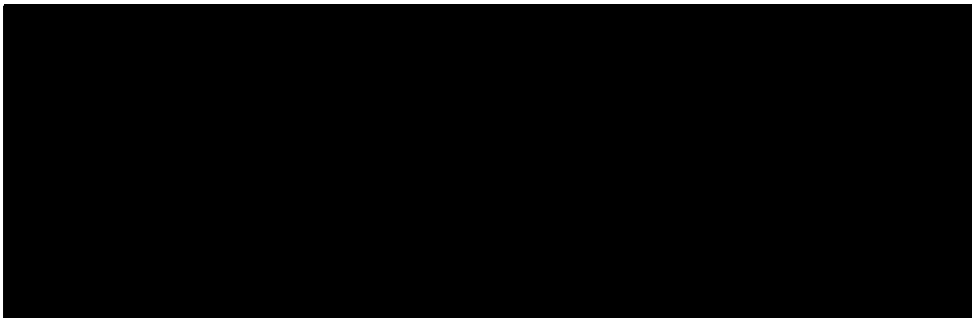
Dynamic Tire Corporation
211 Hunter's Valley Road,
Woodbridge, Ontario L4H 3V9

Arizona Department of Transportation
Public Safety
2102 W. Encanto Blvd.
Phoenix, Arizona 85009

National Highway Safety Transportation Administration (NHSTA) Headquarters
1200 New Jersey Avenue, S.E.
West Building
Washington, D.C. 20590

California Department of Consumer Affairs
Department of Consumer Affairs
Consumer Information Division
1625 North Market St., Suite N112
Sacramento, California 95834

California Department of Transportation
1120 N. Street
Sacramento, California 95814



Enclosure I:

**Four Tires purchased Defective Tires: Four Sailun Terramax H/T LT215/85R16 tires: re:
Full Tire purchases and installation of tires from: BIG O TIRE STORE # 5807, during
September 2013- See Receipt, 3 pages.**



THE TEAM YOU TRUST

CA BIG O TIRES B37
BIG O TIRE STORE # 5807
6052 CERRITOS AVE.
CYPRESS CA 90630-4828
(714) 826-6334

* FINAL BILL -INVOICE**

Page 1

Invoice# [REDACTED] - RI
Order Num [REDACTED] - WI
Date/Time In..... 09/05/13 11:10:35
Date/Time Promised.. 09/05/13 14:51:06

1996 DODGE PICKUP RAM 3500
Tag: [REDACTED] St: AZ Mileage: 106619
Engine: [REDACTED] VIN# 3B7MC33C7TM [REDACTED]

Customer: [REDACTED] PO#:

Ship To:

PACHE JUNCTION AZ

Opening Salesperson 32002238

Home# [REDACTED] Work#

Email:

Item Number	Item Description	Qty	Price Each	Extended
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ACAD	CUSTOMER DECLINED A FREE CHECK & ADVISE ALIGNMENT	1		
CUSTOMER DECLINE 22 POINT INSPECTION.				
SL00121856E	Sailun Terramax HT	4	100.99	403.96
DOT #:530D LE50 2712 4				
2000057	LT215/85R16 115/112R E,2000057 WORKMANSHIP			

California New Tire	California New Tire Fee		7.00	7.00
Tire Disposal Charge	Tire Disposal Charge		12.00	12.00
SCS	Service Central Tire Install	4	16.99	67.96
VSR	RUBBER VALVE STEM	4		
SBS	STANDARD WHEEL BAL	4		
KMTSL	MOUNT AND INSTALL	4		

32002184 RODRIGUEZ, JOSE

LTRF	LIFETIME TIRE ROTATE SVC	4		
SBS	STANDARD WHEEL BAL	2	9.99	19.98
BALANCE FRONT TIRES.				

CAP	CHECK AIR PRESSURE TIRE	4		
Tire pressure adjusted to Vehicle specifications in PSI				
FRONT 32 REAR 32				

CAP	CHECK AIR PRESSURE TIRE	4		
Tire pressure adjusted to Vehicle specifications in PSI				
FRONT 55 REAR 60				

DISCOVER	[REDACTED]			544.18-
	APPR 00513R			

IF YOU HAVE A QUESTION OR CONCERN PLEASE SPEAK
TO OUR STORE MANAGER, GLEN J. KOTLER
AT (714) 826-6334

Subtotal Parts 503.90 Subtotal Labor



THE TEAM YOU TRUST

CA BIG O TIRES B37
BIG O TIRE STORE # 5807
6052 CERRITOS AVE.
CYPRESS CA 90630-4828
(714) 826-6334

* FINAL BILL -INVOICE**

Page 2

Invoice# [REDACTED] - RI
Order Num [REDACTED] - WI
Date/Time In..... 09/05/13 11:10:35
Date/Time Promised.. 09/05/13 14:51:06
[REDACTED]

1996 DODGE PICKUP RAM 3500
Tag: [REDACTED] St: AZ Mileage: 106619
Engine: [REDACTED] VIN# 3B7MC33C7TM [REDACTED]

Customer: [REDACTED] PO#:

Ship To:

PACHE JUNCTION AZ [REDACTED]

Opening Salesperson 32002238
Email:

Home# [REDACTED] Work#

Item Number	Item Description	Qty	Price Each	Extended
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Special Credit:	
Total Charges..	503.90
Total Credits..	.00
Sub-Total.....	503.90
New Tire Fees**	7.00
Shop Fees(*)	.00
All Taxes.....	33.28
Payments.....	544.18

Net Amount..... .00
PLEASE PAY ABOVE AMOUNT
THANK YOU! Closer:32002238

I acknowledge notice and oral approval of an increase in the original estimated price.
I have received the goods and services as represented on this invoice. If this is a credit card
purchase I agree to pay and comply with the cardholders agreement with the issuer. *This charge
represents costs and profits to the vehicle repair facility for miscellaneous Shop Supply or
Waste Disposal.

Customer Signature _____

PLEASE SEE REVERSE SIDE FOR WARRANTY,TERMS, CONDITIONS AND OTHER IMPORTANT INFORMATION

CUSTOMER COPY

BIG O TIRES[®]

THE TEAM YOU TRUST[™]

Big O Brand Tires - Limited Warranties: Your new Big O brand tire with the Big O name and serial number on the sidewall and not marked "blown", purchased at a Big O Tires store, carries the following warranties:

3-Year Full Free Repair or Replacement Warranty: Any such Big O brand tire noted on the front of the documentation attached hereto that becomes unserviceable within three (3) years of the purchase date due to defects in workmanship or materials or a road hazard will be repaired or replaced free of charge (subject to the General Condition and Limitations) at any Big O Tires, Tire Kingdom, Merchant's Tire or NTB store. The term "road hazard" does not include sidewall damage from scuffing curbs.

Limited Lifetime Prorated Repair or Replacement Warranty: After the (3) year repair or replacement period has expired, any such tire that fails due to defects in workmanship or materials or a road hazard will be replaced with an equivalent new tire of the same or comparable brand at the then current retail price, including applicable taxes, less an allowance based on the remaining useful life of the tire at the time of its damage or failure (subject to the General Conditions and Limitations).

Service Package - In addition to the warranty coverage above, your new Big O brand tire comes with the following:

- * Free rotation and rebalance every 5000 miles for the useful life of the tire
- * Free flat repair for the useful life of the tire
- * Roadside Assistance Service for 3-years (1-800-351-8545)

Other New Tires-Non Big O Brand - Limited Warranties

Your new tire (without the Big O name on the sidewall) purchased from a Big O Tires store carries the following warranties:

Manufacturer Limited Warranty- Every new tire purchased at a Big O Tires store is warranted by the manufacturer against failure due to defects in the workmanship or materials down to 2/32nds of an inch remaining tread groove depth. Additional warranties may apply to some tires. Big O Tires, Tire Kingdom, Merchant's Tire and NTB will honor the manufacturer's warranty on any such tires, and any such tire which fails under the terms of the manufacturer's warranty will be repaired or replaced in accordance with the manufacturer's warranty program. You must comply with the conditions of the manufacturer's warranty program to receive this warranty coverage.

Service Package- In addition to the warranty coverage above, your new tire (without the Big O name on the sidewall) comes with the following:

- * Free rotation every 5000 miles for the useful life of the tire.
- * Free flat repair for the useful life of the tire

Option Tire Protection Package (TPP)

Optional 3-Year Full Free Repair or Replacement Warranty: If purchased separately along with your new non-Big O brand tire, or to provide warranty coverage on any new replacement tire, and noted on the front of the documentation attached hereto, any such tire that becomes unserviceable within three (3) years of the purchase or replacement date due to defects in workmanship or materials or a road hazard will be repaired or replaced free of charge (subject to the General Conditions and Limitations) at any Big O Tires, Tire Kingdom, Merchant's Tire, or NTB store. If you receive a replacement tire under the terms of this warranty, the replacement tire will be covered by the warranty Big O Tires, Tire Kingdom, Merchant's Tire or NTB gives that tire. The Tire Protection Plan (TPP) will need to be purchased separately to cover the replacement tire.

Limited Lifetime Prorated Repair or Replacement: After the (3) three year repair or replacement period has expired, any such tire that fails due to defects in workmanship or materials or a road hazard will be replaced with an equivalent new tire of the same or comparable brand at the then current retail price, including applicable taxes, less an allowance based on the remaining useful life of the tire at the time of its damage or failure (subject to the General Conditions and Limitations). For example: 50% usable tread remaining times the then current retail price of \$50 equals an allowance of \$25.

Service Package - In addition to warranty coverage above, this optional Tire Protection Plan proves you with the following:

- * Free rotation and rebalance every 5000 miles for the useful life of the tire
- * Free flat repair of the useful life of the tire
- * Roadside Assistance Service for 3-years (1-800-351-8545)

Limited Mileage Warranty:

(For Big O Brand and Non-Big O Brand Tires):

If a mileage warranty is noted on the front of the documentation attached hereto, such tire whose remaining tread groove depth is reduced to 2/32nds of an inch or less prior to the tire receiving the specified mileage will be replaced with an equivalent new tire of the same or comparable brand at the then current retail price, including applicable taxes, less an allowance based on the actual mileage received at the time presented to a Big O Tires, Tire Kingdom, Merchant's Tire or NTB store compared to the specified mileage. Mileage warranty claims will only be honored within 6 years of the date of original tire purchase and before the tire delivers the warranted mileage. The following tires are excluded from the Limited Mileage Warranty: flotation sizes, commercial use tires, performance tires 18" and larger rim diameters, 45 series and lower profiles, tires worn from excessively aggressive driving conditions such as racing and tires worn from improper maintenance such as lack of rotation, improper air pressure, alignment or mechanical wear.

Used Tires:

BIG O TIRES MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND REGARDING USED TIRES PURCHASED AT A BIG O TIRES STORE. ALL USED TIRES ARE SOLD "AS-IS" WITH ALL FAULTS.

General Conditions and Limitations - Tires:

Definitions: "Useful life of the tire" means more than 2/32nds of an inch remaining tread groove depth or six (6) years from the date of original tire purchase. At 2/32nds of an inch of remaining tread groove depth or six (6) years from the date of original tire purchase, whichever occurs first, the tire is considered worn out and no longer warranted.

General Conditions - The limited warranties set forth herein will be honored at any Big O Tires, Tire Kingdom, Merchant's Tire or NTB store. In some locations, Big O tires franchisees may offer other warranties in addition to those set forth herein. These additional warranties may not be accepted at all Big O Tires, Tire Kingdom, Merchant's Tire or NTB stores. In all cases, the failed tire must be returned to a store honoring the warranty with the original sales invoice. All Big O warranties are nontransferable and apply to the original purchaser only and only if the tire is on the vehicle on which it was originally installed.

Some manufacturers of all wheel drive (AWD) or 4 wheel drive vehicles recommend that all tires be replaced at the same time to ensure a matched set. The warranties set forth above apply only to the affected tire and not to the remaining tires in any matched set.

Proper Tire Maintenance:

As a condition of the Limited Mileage Warranties set forth above, the purchaser is required to have consecutive service checks performed at a participating Big O Tires, Tire Kingdom, Merchant's Tire or NTB store not less than every 5,000 miles, and if deemed necessary by the participating Big O Tires, Tire Kingdom, Merchant's Tire or NTB dealer, the tires rotated and any other condition revealed by the service check remedied. Record of the requisite service checks, in addition to evidence that necessary rotations and remedial services or repairs were made must be provided at the time if your claim. Failure to be able to demonstrate that the required service checks and rotation schedules have been performed will void the limited mileage warranty.

Proper Tire Repair and Repairable Tire - All tires will be repaired or replaced in accordance with guidelines established by the RMA's (Rubber Manufacturer's Association) Puncture Repair Procedures for Passenger and Light Truck Tires. Whether a tire is repaired or replaced under this warranty depends on the nature of the damage or failure. Under the RMA's guidelines, which provide that if a tire suffers a puncture or penetration in the tread area not to exceed 1/4 of an inch at its widest point, it will be repaired and a replacement tire will not be provided.

Damage resulting from repairs performed by a non-Big O Tire, Tire Kingdom, Merchant's Tire or NTB store or tire failure due to such improper repair are excluded from the warranties set forth above.

Warranty Adjustment Charges - For any tire replaced under warranty, you may be responsible for applicable taxes and/or government fees, installation charges (mounting, balancing, and valve stems), and/or an additional extended road hazard warranty, if applicable. Please contact your local Big O Tires, Tire Kingdom, Merchant's Tire or NTB store for details. At Big O Tire's discretion, a prorated cash refund off of the original purchase price can be substituted.

Limitations and Exclusions - The above warranties apply only to tires purchased from Big O Tires. The do not apply to any replacement tires installed under this warranty.

The above warranties do not cover incidental or consequential damage of any kind, including damages for loss of time, inconvenience, loss of use of vehicle, towing charges and replacement transportation costs. If the same tire is not available or has been discontinued, a suitable replacement tire will be substituted.

Any liability is limited to repairing or replacing the tire at a Big O Tires, Tire Kingdom, Merchant's Tire or NTB store in accordance with the terms set forth above. Tires that become unserviceable due to accident, abuse, neglect, fire, theft, chain damage, vandalism, racing, aftermarket siping, improper balance or alignment (uneven or irregular wear), lack of or improper rotation, improper repair, improper inflation pressure, repairable punctures, overloading, flat spots as a result of panic stops, vehicle obstruction and similar types of damage are excluded from warranties set forth above. Ozone or weather cracking (superficial cracking) will not be covered by warranty after five (5) years from the date of purchase or for the mileage or time period specified on the front of the invoice or on the documentation attached hereto, whichever comes first. No adjustments or replacements for problems of appearance shall apply after 90 days from date of purchase. No adjustments or replacements for ride disturbance shall apply after the first 2/32nds of an inch of tread wear. **ALL IMPLIED WARRANTIES OF ANY KIND, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.** Some states do not allow the exclusion or limitation of incidental or consequential damages or disclaimer of implied warranties, so these exclusions or disclaimers may not apply to you. All Big O Tires warranties provide specific legal rights, and there may be other rights, which vary from state to state.

Nitrogen Filled Tires - Not all Big O Tires, Tire Kingdom, Merchant's Tire or NTB store have the equipment to inflate a tire with nitrogen. The above warranties do not cover the inflating of tires with nitrogen.

Wheels:

You must comply with the conditions of the manufacturer warranty program to receive coverage from the wheel manufacturer. Big O Tires makes no warranties of any kind or description for wheels.

CAUTION REGARDING LUG NUTS! - Lug nuts put on new custom or mag wheels could become loose during the first 200 miles of driving. All lug nuts should be checked for tightness after the first 25 miles of driving and again at 200 miles. Big O Tires will check the lug nuts on new custom or mag wheels free of charge. Big O Tires assumes no responsibility for damage or injury that could occur if customer fails to have the lug nuts checked as recommended.

Big O Tires Nationwide Limited Repair

Warranty - 12 Months / 12,000 Miles

WHO MAKES THIS LIMITED WARRANTY?

This limited warranty is extended only to you, the original purchaser, and not to anyone who may purchase your vehicle from you during the term of the warranty. This Limited Warranty is made by the Independent Repair Facility ("Facility") that is so named on the original repair invoice and performed the service/repairs on your vehicle. This limited warranty may be honored by other facilities participating in this program, or other authorized non-participating facilities anywhere in the United States.

This limited warranty is not a warranty of Big O Tires, LLC or Automotive Business Solutions, Inc. (ABS), their affiliates, subsidiaries or any of their employees, or member companies. In addition, ABS serves as the administrator only.

WHAT IS COVERED BY THE LIMITED WARRANTY?

This warranty covers the following types of repairs and services:

- Air conditioning, heating and climate control systems.
- Engine cooling systems.
- Engine performance, drivability, services and repair.
- Emission control system.
- Fuel systems.
- Electronic engine management system and other on-board computer systems, (engine, body, brake and suspension computers).
- Cruise control systems.
- Brake system.
- Starting and charging systems.
- Electrical systems.
- Exhaust system.
- Ignition system.
- Steering/suspension systems, wheel bearings, CV-joints/U-joints, half-shafts and drive-shafts.
- Other minor repairs.

The Independent Repair Facility warrants that the above repairs and services performed at their location will be free from defects in materials and workmanship for 12 months or 12,000 miles of use, whichever comes first, measured from the date of the first repair and the odometer reading shown on the original repair invoice. Services performed not listed above carry a 3-month or 4000 mile warranty at the Independent Repair Facility providing said services but are not covered under the Nationwide Limited Repair Warranty.

Roadside Assistance provided with purchase of Big O branded tires or Tire Protection Package
Call 800-351-8545

Free Flat Tire Changing Assistance up to \$75 and

Reimbursable benefits up to \$75

- * Towing
- * Jump Start
- * Lock-out Service
- * Fuel, Oil, Fluid and Water Delivery

Visit www.bigoroadside.com or provided back of Warranty Certificate for reimbursement instruction and program details.

This warranty is conditioned on the vehicle being subjected only to normal, non-commercial use, and receiving reasonable and necessary maintenance during the warranty period. Warranty repair costs shall in no case exceed the costs of the original repair or service. If there is a defect in either the materials or workmanship within the warranty period, the Independent Repair Facility has the option to, perform remedial service work at no charge to you, replace the defective warranty part(s) without charge to you or refund the entire charge for the warranted repairs, minus any previous refunds.

A buyer of covered products or services has the right to have warranty service performed during the warranty period. The warranty period will be extended for the number of whole days that the vehicle has been out of the buyer's hands for warranty repairs. If a defect exists within the warranty period, the warranty will not expire until the defect has been fixed. The warranty period will also be extended if the warranty repairs have not been performed due to delays caused by circumstances beyond control of the buyer, or if the warranty repairs did not remedy the defect and the buyer notifies the Warranty Administrator of the failure of the repairs within 60 days after they were completed. If, after a reasonable number of attempts, the defect has not been fixed, the buyer may return his vehicle for a replacement of parts, if applicable, or a refund, in either case, subject to deduction of a reasonable charge for usage. This time extension does not affect the protections or remedies the buyer has under any law. Parts listed are new unless noted otherwise.

WHERE YOU MUST GO TO OBTAIN LIMITED WARRANTY SERVICE: If you are less than 25 miles away from the original repair facility, you must return your vehicle to the facility location where the warranted service was performed and present your copy of the repair order to the Dealer. If you are more than 25 miles from the original facility, then you must call the Warranty Administrator prior to any repair work being performed, at 1-800-351-8545, from 6:00 a.m. to 6:00 p.m. Monday through Friday, 7:00 a.m. to 4:00 p.m. Saturday (Mountain Time), excluding holidays. The Warranty Administrator will direct you to the nearest participating facility.

WHAT YOU MUST DO TO OBTAIN LIMITED WARRANTY SERVICE: You must keep a copy of the original repair invoice (or legible copy) and present it when seeking service under this warranty. If warranty work is performed, you must temporarily surrender possession of the repair invoice (or legible copy). If there are no participating locations in your area, you may take your vehicle to a non-participating Repair Facility in your area. If the non-participating Repair Facility will not accept payment from the Warranty Administrator, you must pay for the warranty service and submit your original repair invoice (or legible copy) and subsequent warranty repair invoice (or legible copy) to the Warranty Administrator for review, within 90 days of the date of repair. If your vehicle is inoperable, and you are further than 25 miles from the original facility, you may be eligible for certain towing benefits, to a maximum of \$75.00. You may also be eligible for Rental Car benefits if your vehicle cannot be repaired the same day due to circumstances beyond your control. The maximum benefit would be for 2 days at a maximum of \$40.00 per day, as determined by the Warranty Administrator.

WHAT IS NOT COVERED BY THIS LIMITED WARRANTY?

You must pay for any non-warranty service you order to be performed at the same time as the warranty service. This limited warranty will not apply to your repaired vehicle if it has been damaged by abnormal use, misuse, neglect, accident, an alteration or "tampering with" (by other than the Facility or Facility employees). The Facility's employees and/or agents do not have authority to modify the terms of this limited warranty nor to make any promises in addition to those contained in this limited warranty.

THIS LIMITED WARRANTY DOES NOT IN ANY WAY INCLUDE INCIDENTAL OR CONSEQUENTIAL DAMAGES (ADDITIONAL EXPENSES THAT YOU MAY INCUR AS THE RESULT OF FAULTY REPAIR OR SERVICE). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

AUTOMOTIVE REPAIRS EXCLUDED FROM LIMITED WARRANTY: This warranty does not cover repair(s) or replacement(s) except as listed in the section, "What is covered by this Warranty", even though the Facility may offer other services. **SPECIFICALLY EXCLUDED ARE ANY ENGINE, TRANSMISSION, CLUTCH, OR DIFFERENTIAL REPAIRS, ASSOCIATED GASKETS AND SEALS, OR ASSEMBLY REPLACEMENT OF THE SAME. ALSO EXCLUDED ARE AUTO BODY PAINT, MOLDING, TIRES, GLASS REPAIRS AND USED PARTS. COMMERCIAL VEHICLES (INCLUDING BUT NOT LIMITED TO, ANY VEHICLE USED IN COMMERCE TO TRANSPORT PERSONS OR PROPERTY) ARE EXCLUDED.**

BIG O RETAIL STORES
CYPRESS CA 5807
6052 CERRITOS AVE.
CYPRESS CA 90630-4828
Telephone: 714 826-6334

Store #: B37
Merchant #: 0002-306625004837 001
Invoice #: [REDACTED] RI 09/05/13 02:51 PM

Account #: [REDACTED]
Type: [REDACTED]

Reference #: [REDACTED]
Batch #: [REDACTED]
Auth #: 00513R

Sale Amount: \$ 544.18

I agree to pay above total amount
according to card issuer agreement.

[REDACTED]

Enclosure II: TBC Product Liability Claim Procedure

One of the Three of the four tires grossly separated; all four out of service. One Sent to TBC CORPORATION- Quality Assurance Dept., 3 pages;

TBC CORPORATION DISTRIBUTOR PROCEDURE MANUAL

DATE ISSUED: 8/06	SUBJECT:	SECTION: 9
SUPERSEDES: 8/04	PRODUCT LIABILITY CLAIM PROCEDURE	PAGE: 2 OF 3

A. NOTIFY TBC CORPORATION OF ALLEGED CLAIM

DO NOT make any statement concerning the condition of the tire or responsibility of the claim settlement. The manufacturer will determine that the tire is or is not defective, does or does not qualify for settlement and will convey this to the claimant.

In the event that a TBC Distributor and/or Subsidiary is advised by one of its customers that property damage or personal injury is alleged to have been caused by a TBC distributed product, the Distributor, store or dealer should immediately fill out TBC Form #109, Product Liability Incident Report. Mail the completed form to: TBC Corporation, Corporate Product Liability Department, P. O. Box 18342, Memphis, TN 38181-0342, or fax to (800) 645-9156 or (901) 541-3608.

B. DISPOSITION OF PRODUCT AND DETERMINATION OF SETTLEMENT

The Corporate Product Liability Department, upon receipt of the above-requested information, will tender the claim to the appropriate product manufacturer. After review the manufacturer will advise the individual holding the product in question where to send the product for examination. The manufacturer, based on the product examination, will make a determination as to whether the claim qualifies for settlement.

C. PRODUCT NOT TO BE SUBMITTED THROUGH REGULAR CHANNELS

Under no circumstances should a product alleged to have caused property damage or personal injury be submitted through regular adjustment channels. A product accepted for normal adjustment or examination by the product manufacturer does not constitute an admission of liability. **ANY PRODUCT LIABILITY CLAIM PRESENTED AFTER A PRODUCT HAS BEEN PROCESSED THROUGH NORMAL ADJUSTMENT CHANNELS WILL BE DENIED.**

D. QUESTIONS REGARDING PROCEDURE

Cooperation in following the above procedure will allow the customer's claim to receive prompt consideration. Should any questions arise concerning the above procedure, please contact the Corporate Product Liability Department at (800)-739-7696 or (901) 363-8030.

E. IMPORTANCE OF HAVING YOUR OWN LIABILITY INSURANCE

It must be understood that the manufacturer's liability is limited in scope and will not provide coverage for your own active negligence. The coverage provided is not intended in any way to replace your comprehensive general liability coverage, including product liability and completed operations.

F. REQUISITION OF PRODUCT LIABILITY INCIDENT REPORT FORM

TBC Form #109, Product Liability Incident Report, can be ordered at no charge from the Advertising Department. Mail request to: TBC Corporation, Advertising Department, P. O. Box 18342, Memphis, TN 38181-0342. Or contact the Corporate Product Liability Department to have one faxed to you.

TBC CORPORATION DISTRIBUTOR PROCEDURE MANUAL

DATE ISSUED: 8/06	SUBJECT:	SECTION: 9
SUPERSEDES: 8/04	PRODUCT LIABILITY CLAIM PROCEDURE	PAGE: 1 OF 3

INDEX

A.	NOTIFY TBC CORPORATION OF ALLEGED CLAIM	2
B.	PRODUCT NOT TO BE SUBMITTED THROUGH REGULAR CHANNELS	2
C.	QUESTIONS REGARDING PROCEDURE	2
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E.	REQUISITION OF PRODUCT LIABILITY INCIDENT REPORT FORM	2
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TBC CORPORATION DISTRIBUTOR PROCEDURE MANUAL

DATE ISSUED: 8/06	SUBJECT:	SECTION: 9
SUPERSEDES: 8/04	PRODUCT LIABILITY CLAIM PROCEDURE	PAGE: 3 OF 3



Please hold tire for pick-up by manufacturer.

PRODUCT LIABILITY INCIDENT REPORT

***Claimant** _____

***Address** _____

***City, State, Zip** APACHE JCT

***Telephone** _____

Type of Vehicle Dodge Ram 3500

Make Dodge

Model 3500 Year 1996

Vehicle Mileage 139513

Wheel Position L.R. INNER

Date of Occurrence 4-20-16

Location of Occurrence:

Street Bucheye AC

City, State AZ

Estimated Damages _____

***Was Anyone Injured?** ☐ YES ☒ NO

If the answer is yes, please provide the following information for the injured party:

Name _____

Address _____

City, State, & Zip Code _____

Telephone # _____

Date Reported 4-23-16

Reported To _____

Reported By _____

Distributor/Store/Dealer _____

Address _____

City, State, Zip _____

Telephone _____

Product Description _____

Size _____

***DOT Serial Number/Mfg.** _____
(Shown on product)

***Location of claim tire:**

Distributor/Store/Dealer _____

Name _____

Address _____

City, State, Zip _____

Telephone No. _____

Fax No. _____

*** INFORMATION MUST BE PROVIDED TO FILE CLAIM**

Claim will be tendered to appropriate manufacturer. The manufacturer will contact the claimant and the individual who has possession of the product in question and request two written estimates of damages as well as any medical bills, photographs, police reports, etc. and send shipping instructions for the tire. However, if available, please submit the above information along with this form immediately.
NOTE: DOT SERIAL NUMBER MUST BE PROVIDED. HOLD TIRE ASIDE & TAG - DO NOT SEND TIRE THROUGH NORMAL ADJUSTMENT CHANNEL!!!

Please hold tire for pick-up by manufacturer.

TBC Corporation Product Liability: (800) 739-7696 or (901) 363-8030

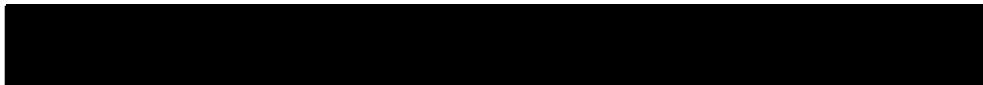
Fax Number: (800) 645-9156 or (901) 541-3708

TBC FORM #109 (7/04)

TBC Corporation
Product Liability Department
P.O. Box 18342
Memphis, TN 38181-0342

Enclosure III:

Aug 15, 2016 DTC Review Committee Correspondence Offer re: One Sailun Terramax H/T
LT215/85R16 defective tire, DOT Serial number 53ODLE502712;



June 10, 2016

[REDACTED]
Apache Junction, AZ [REDACTED]

Subject: Claim for Sailun Terramax H/T LT215/85R16 truck tire removed from service

Dear [REDACTED]

We have carefully reviewed your claim regarding the Sailun Terramax H/T LT215/85R16 10PR truck tire. In determining the technical merit of the case, our review included any written documentation submitted; inspection by a qualified tire engineer of the remaining portions of the tire removed from service; and the claim history of this tire.

The tire received for inspection was submitted with "tread and belt package" detached from the casing. However, there are signs of intense heat damage in the tire shoulder area as evident by blue discoloration, suggesting that it has endured prolonged service in an underinflated condition. The tire also shows evidence that it may have suffered impact damage or road hazard while in service which may have initiated the issues encountered. There is a bulge protruding from the tire sidewall area which is likely the result of the tire's inner liner being damaged from an impact. Under inflation causes excessive heat build-up and internal structural damage that may lead to tire failure. No manufacturing deficiencies were identified.

We recommend that you manually monitor and check tire pressure inflation with a pressure gauge. Your tires should have the recommended pressure listed by your vehicle's manufacturer. This information can be found in the vehicle owner's manual and often on a placard located in the vehicle's door jamb, inside the fuel hatch, or on the glove compartment door. Never set tire inflation pressures below the recommended inflation pressure.

Please also note that a tire impacted by a road hazard may be damaged but not have visible signs of damage on its surface. A tire damaged by an impact may sustain a sudden failure a day, week, or even months later depending on the severity of the impact. Air loss, unusual tire wear, localized wear or vibrations can also be signs of internal tire damage.

Although there is no evidence that the issues you have experienced are the result of a tire defect, we are willing, as a goodwill gesture, to provide \$125.00 for one replacement tire. We are willing to provide this customer goodwill only on the condition that you would sign a general release of Dynamic Tire Corporation (DTC) from any and all other liability relating to the incident as well as against any future claims related to this matter.

We regret that the incident occurred and the inconvenience that it has caused you. However, there is no evidence that the indicated incident is the result of a tire manufacturing defect. We therefore do not believe that DTC is responsible for the incident or the resulting damage to the vehicle.

Sincerely,

DTC Claim Review Committee

Enclosure IV:

USPS RMN RE 006, 875 529 US of July 2016 Conditional Acceptance of your offer- See
Enclosure III; and,

[REDACTED] Apache Junction, Arizona [REDACTED]

DTC Claim Review Committee
DYNAMIC TIRE CORP
211 Hunter's Valley Road
Woodbridge, ON L4H 3V9

CONDITIONAL ACCEPTANCE OF YOUR OFFER

Re: Claim for Sailum Terramax H/T tires failure and vehicular damage: see
Enclosure A: copy of June 10, 2016, DTC Claim Review Committee (2 pages)

I have carefully considered your offer; thank you for your good will in resolve of this matter. And, I Conditionally accept your offer for the tire damaged, including my "[signing] of a general release of DTC from any and all other liability relating to the incident as well as against any future claims related to this matter[.]" mentioned in paragraph 5.

I am a professional mechanic-retired, and my job was vehicle and tire safety for decades, so I agree with all your committee suggested that anyone might due to prevent the risk, damage, and potential loss of life consistent with poor tire maintenance. But, in this case, as I am widely reputedly obsessive with my trucks and tires, and the way these tires blew-out, there is no way to presume to assume that these three (3) tires are anything other than a defective Lot problem, and I bought them under a full cognizance of 10-ply duty load. For fact, on an high-centered of gravity SUV or Full-sized van, this type of tires failure would indeed cause losses of lives, and it is my humble and experienced opinion that this matter needs to be reviewed for same by the U.S. D.O.T. for FMVSS compliance, and etcetera.

To speedily resolve this matter:

- 1) Note; that somehow something got lost in the events surrounding your tire(s) failure and related damages for which I spoke to the TBC CORPORATION; to wit:
 - a) Not one (1) but three (3) tires of the same DOT TIN failed;
 - b) I bought four (4) tires and the same DOT TIN, and the fourth tire was prudently taken out of service. I have not confidence this Lot is safe.
 - c) Multiple tire failures of the Same DOT TIN failed, which is what I spoke with a Quality Assurance Dept. representative of the TBC CORPORATION: see Enclosure B: copy of May 16, 2016, TBC –

[REDACTED] Apache Junction, Arizona [REDACTED]

Quality Assurance Dept. (1 page); and,

- d) Also, critically missing in the TBC claimant reference was the fact that the tires damages caused critical truck fuel tank, fuel line and undercarriage damage, when it ruptured, and I believe the \$10,000 for the tire, structural and counsel for deliberating this small matter with you should be repaid as a gesture of goodwill only on the condition that I will sign a general release of Dynamic Tire Corporation from any and all other liability relating to the incident as well as against any future claims related to the matter.

Furthermore, be it that I must pursue this matter any further, I formally request:

- a) the employee number and qualifications of the tire engineer inspecting the tire, so mentioned in paragraph 1;
- b) a copy of the complete report of the tire engineer inspecting the tire;
- c) a verifiable claim of the history of this Lot of the tires in question; and,
- d) return of the evidence inspected by the tire engineer and upon which his report in this matter directly responds.

I firmly believe DTC is responsible for damages caused by this defective Lot, and no doubt this matter might be best addressed with the U.S. D.O.T. for finale disposition of the prima facia evidence on this Lot. This is why I am willing to shortly resolve this matter for the losses and expenses so far as indicated, as the condition of acceptance.

Sincerely,

[REDACTED]

Cc: DTC Product Liability Dept.

[REDACTED]

[REDACTED] Apache Junction, Arizona [REDACTED]

155 Delta Park Blvd.
Brampton, Ontario, Canada L6T 5M8
Fax: 647-722-2944

Quality Assurance Dept.
TBC Corporation
4770 Hickory Hill Rd.
Memphis, TN 38141
(800) 739-7696

[REDACTED] Apache Junction, Arizona [REDACTED]

Enclosure A: copy of June 10, 2016, DTC Claim Review Committee (2 pages)

[REDACTED] Apache Junction, Arizona [REDACTED]

Enclosure B: copy of May 16, 2016, TBC – Quality Assurance Dept. (1 page)



211 Hunter's Valley Road, Woodbridge, ON L4H 3V9

June 10, 2016

[REDACTED]
Apache Junction, AZ [REDACTED]

Subject: Claim for Sailun Terramax H/T LT215/85R16 truck tire removed from service

Dear [REDACTED]

We have carefully reviewed your claim regarding the Sailun Terramax H/T LT215/85R16 10PR truck tire. In determining the technical merit of the case, our review included any written documentation submitted; inspection by a qualified tire engineer of the remaining portions of the tire removed from service; and the claim history of this tire.

The tire received for inspection was submitted with "tread and belt package" detached from the casing. However, there are signs of intense heat damage in the tire shoulder area as evident by blue discoloration, suggesting that it has endured prolonged service in an underinflated condition. The tire also shows evidence that it may have suffered impact damage or road hazard while in service which may have initiated the issues encountered. There is a bulge protruding from the tire sidewall area which is likely the result of the tire's inner liner being damaged from an impact. Under inflation causes excessive heat build-up and internal structural damage that may lead to tire failure. No manufacturing deficiencies were identified.

We recommend that you manually monitor and check tire pressure inflation with a pressure gauge. Your tires should have the recommended pressure listed by your vehicle's manufacturer. This information can be found in the vehicle owner's manual and often on a placard located in the vehicle's door jamb, inside the fuel hatch, or on the glove compartment door. Never set tire inflation pressures below the recommended inflation pressure.

Please also note that a tire impacted by a road hazard may be damaged but not have visible signs of damage on its surface. A tire damaged by an impact may sustain a sudden failure a day, week, or even months later depending on the severity of the impact. Air loss, unusual tire wear, localized wear or vibrations can also be signs of internal tire damage.

Although there is no evidence that the issues you have experienced are the result of a tire defect, we are willing, as a goodwill gesture, to provide \$125.00 for one replacement tire. We are willing to provide this customer goodwill only on the condition that you would sign a general release of Dynamic Tire Corporation (DTC) from any and all other liability relating to the incident as well as against any future claims related to this matter.

We regret that the incident occurred and the inconvenience that it has caused you. However, there is no evidence that the indicated incident is the result of a tire manufacturing defect. We therefore do not believe that DTC is responsible for the incident or the resulting damage to the vehicle.

Sincerely,

DTC Claim Review Committee

[REDACTED] Apache Junction, Arizona [REDACTED]

Enclosure B: copy of May 16, 2016, TBC – Quality Assurance Dept. (1 page)

TBC CORPORATION
Quality Assurance Dept.
4770 Hickory Hill Rd.
Memphis, TN 38141
Phone: (800) 739-7696 • Fax: (901) 541-3708



Dynamic Tire
Product Liability Dept.
155 Delta Park Blvd.
Brampton, Ontario, Canada L6T 5M8
Fax: 647-722-2944

5/16/2016

VIA FAX

RE: Product Liability Claim

Claimant:

Address:

Apache Junction, AZ

Telephone:

Email:

Date of Loss:

4/2016

Serial Number:

530DLE50

Product:

Sailun Terramax H/T

Size:

LT215/85R16

Dear P.L. Dept.:

We hereby tender to the Dynamic Tire Company a claim filed by

We are attaching a copy of all correspondence received to date which shows the date claim was filed, detailed information as to cause for the claim, tire serial number, damages claimed, etc.

The claimant has one of the damaged tires and the second tire involved is located at the address listed below, awaiting your examination or instructions for shipping.

Contact Claimant

We would appreciate your confirmation that this claim is in process as well as advised as to the outcome of the claim.

Sincerely,


TBC Corporation
Quality Assurance Dept.

cc:

NOTE: This claim has been tendered to the manufacturer. Further inquiries involving this claim should be directed to them at 1-800-668-8473.

APACHE JUNCTION
151 W SUPERSTITION BLVD
APACHE JUNCTION
AZ

85120-9998
0302590130

07/06/2016 (800)275-8777 4:03 PM

Product Description	Sale Qty	Final Price
First-Class Mail Letter	1	\$0.68

(Domestic)
(MEMPHIS, TN 38141)
(Weight: 0 Lb 1.60 Oz)
(Expected Delivery Day)
(Saturday 07/09/2016)

Gib1Frvr The Moon	1	\$1.15
-------------------	---	--------

(Unit Price: \$1.15)

First-Class Intl Letter	1	\$1.15
-------------------------	---	--------

(International)
(Canada)

Registered	1	\$13.40
------------	---	---------

(Amount: \$1.15)

(USPS Registered Mail #)

First-Class Intl Letter	1	\$1.15
-------------------------	---	--------

(International)
(Canada)

Registered	1	\$13.40
------------	---	---------

(Amount: \$1.15)

(USPS Registered Mail #)

Return Receipt Affixed Postage	1	\$3.70
--------------------------------	---	--------

(Affixed Amount: \$14.55)

Total		\$20.08
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Cash Change		\$50.00 (\$29.92)
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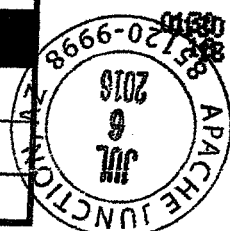
In a hurry? Self-service kiosks offer quick and easy check-out. Any Retail Associate can show you how.

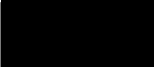
Registered No.

Date Stamp

To Be Completed By Post Office	Reg. Fee	\$1.15
	Handling Charge	\$13.40
	Postage	\$0.70
	Received by	\$0.00
	Customer Must Declare Full Value	\$1.15
To Be Completed By Customer (Please Print) All Entries Must Be In Ballpoint or Typed	FROM	Apache Junction, Arizona 85120
	TO	DTC Claim Review Committee
		DYNAMIC TIRE CORP
		211 Hunters Valley Road
		Woodbridge, ON L4H 3V9

PS Form 3806, Receipt for Registered Mail May 2007 (7530-02-000-9051) Copy 1 - Customer (See Information on Reverse) For domestic delivery information, visit our website at www.usps.com




Apache Junction, Arizona 

National Highway Safety
Transportation Administration
(NHSTA) Headquarters
1200 New Jersey Avenue, S.E.
West Building
Washington, D.C. 20590

