PASSENGER AND LIGHT TRUCK TIRE LIMITED WARRANTY



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Thank you for purchasing Nitto® brand tire(s).

This Limited Warranty covers all Nitto® brand passenger car and light truck tires purchased and used within the United States.

Because tires can fail for different reasons (see "What is Not Covered by this Limited Warranty" below), should you experience a problem with your Nitto® brand tire, please take it to your authorized Nitto® retailer for proper inspection.

ELIGIBLE TIRES

The presence of a manufacturing anomaly is not necessarily required to qualify for an adjustment.

You are eligible for this Limited Warranty if:

- You are the original purchaser of the tire.
- The tire was purchased after March 2015*.
- The tires were used on the vehicle on which they were originally installed.
- The tires are of the correct size, load, and speed rating for the make and type of vehicle.
- You properly maintained and used the tire (see "Tire Safety and Maintenance Information" section).
- The tires are not subject to an exclusion (see "What Is Not Covered" section).
- You fulfill the warranty claim procedure (see "How to Make a Warranty Claim" section).

WORKMANSHIP AND MATERIALS LIMITED WARRANTY

Nitto® warrants all eligible tires against defects in workmanship and materials. Upon examination of an eligible tire, if Nitto® determines that the tire(s) is not serviceable due to a condition covered by this Workmanship and Materials Limited Warranty, it will be replaced with a comparable new Nitto® brand tire as follows:

 First ½²" Worn: Nitto® will replace, free of charge, any eligible tire that it determines to have uniformity issues (e.g., out-of-round, out-of-balance, or pulling) within the first ½²" of tread use. Mounting and balancing costs are covered by Nitto®. You will be responsible for taxes and any other charges.

 ^{*} Tires purchased before March 2015 may be covered by an earlier warranty.
 See your Nitto® retailer.

- 2. Less than 25% Worn: For eligible tires with conditions other than uniformity issues, Nitto® will replace, free of charge, any eligible tire when the *original usable tread* is worn by 25% or less, and within 60 months from the date of purchase. If you cannot provide a copy of the original sales invoice, the manufacturing date of the tire, as indicated by the tire DOT code, will be used in lieu of the purchase date for purposes of the above calculation. Mounting and balancing costs are covered by Nitto®. You will be responsible for taxes and any other charges.
- 3. More than 25% Worn: Nitto® will pro-rate and replace any eligible tire when the *original usable tread* is worn by more than 25%, and within 60 months from the date of purchase. If you cannot provide a copy of the original sales invoice, the manufacturing date of the tire, as indicated by the tire DOT code, will be used in lieu of the purchase date for purposes of the above calculation. You are responsible for the prorated cost of a replacement tire, and also for mounting and balancing costs, taxes, and any other charges.

The *original usable tread* is determined by measuring the depth on the tread of a new tire to the top of the treadwear indicator bars (note: the depth of the original usable tread will vary by tire size and model).

The **prorated cost of a replacement tire** is determined as follows:

(Original usable tread worn) ÷ (Original usable tread) x (Actual current dealer selling price)

TREADWEAR LIMITED WARRANTY

Nitto® will provide a prorated mileage credit towards the purchase of a comparable Nitto® brand tire.

You will be responsible for the prorated cost of a replacement tire, and also mounting and balancing costs, taxes, and any other charges.

The prorated cost of a replacement tire is determined as follows:

(Actual miles driven) ÷ (Amount of warranted miles) x (Actual current dealer selling price)

Vehicles with staggered fitments (i.e., where the front and rear tires are of a different size) cannot be rotated. Therefore, Nitto® warrants tires mounted on the rear axle of vehicles with staggered fitments only up to 50% of the warranted miles under the standard Nitto® treadwear warranty.

To qualify for this Treadwear Limited Warranty, the tire must meet all of the following conditions:

- Is properly serviced and maintained, with periodic rotation, all evidenced by acceptable service records
- Tread is evenly worn down to the top of the treadwear indicator bars.
- Was installed no more than 60 months from the date of purchase.
- Has been used on road surfaces for which the tire is designed
- Has not been used for commercial service.
- Original proof of purchase with installation miles

A *comparable Nitto® brand tire* is the same tire, or a tire of the same basic construction and quality, as the original tire, as determined by Nitto®.

WHAT IS NOT COVERED BY THIS LIMITED WARRANTY

The Limited Warranty does not cover the following:

Replacement of tire pressure monitoring system parts or components.

Tire damage due to road hazards (not limited to cuts, snags, bruises, impact breaks, bulges, punctures, stone drills, chips, and scales), fire, theft, or collision.

Conditions arising from improper tire/vehicle maintenance or use, not limited to:

 Irregular or excessive treadwear due to: Incorrect inflation; overloading; vehicle misalignment; tire mixing; failure to rotate tires; and poor or defective mechanical condition to brakes, shocks, and wheels; or other factors attributable to the vehicle or wheel.

- Any tire which has been run with low air pressure or while flat.
- Tires submitted for a mileage adjustment that have worn out unevenly and/ or show a difference of 2/32" between major tread grooves or between the front and rear sets.
- Damage due to abuse; vandalism; tire alteration; tire spinning; extreme temperature exposure; police pursuit service; racing; or other competitive activities.
- Damage, corrosion, or deterioration from using oil-based chemicals, water-based sealers, balancing substances, or flammable gases.
- Damage from improper use of tire chains.
- Damage on studded tires from installation of studs of an improper size.
- Damage from improper storage as described in the "Tire Safety and Maintenance Information" section under "Tire Storage".
- Tires with the DOT identification number removed or rendered illegible.

Improper application, not limited to:

- Incorrect size, load and speed rating for the make and type of vehicle.
- Passenger tires used on pick-up trucks with slide-in campers.

Improper mounting, balancing, or repair, not limited to:

- Improper tire mounting, tire/wheel assembly imbalance.
- Damage from incorrect mounting or dismounting of the tire, incorrect wheel size, water or other material trapped inside the tire during mounting, or failure to keep the tires balanced.
- Damage resulting from improper repair materials or procedures.
- Multiple repairs within a 90° repairable area of the tread;
- Tires with more than four repairs in the repairable area of the tread.

Failure to meet conditions of the Limited Warranty, not limited to:

- Any tire for which mileage and tire rotation records are not available or verifiable.
- Any tire not presented and available for Nitto®'s inspection.
- Any tires worn beyond the treadwear indicators (less than

3/32" of remaining tread).

Uniformity issues after the first ½2" of treadwear.

Claims of weather or ozone cracking after five years from the date of manufacture, and any claims of <u>cosmetic</u> weather or ozone cracking at any time.

Tires supplied as original equipment on new vehicles (see Nitto[®] Original Equipment Limited Warranty for coverage).

Retreaded tires and tires purchased used.

Nitto® brand tires that are imported and sold through unauthorized channels or that are not marketed and sold by Nitto® within the United States.

YOUR LEGAL RIGHTS

This Limited Warranty gives you specific legal rights; you may also have other rights, which vary from state to state.

LIMITATIONS AND EXCLUSIONS

NITTO® DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND LIABILITY FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES (e.g., loss of time, loss of use of vehicle, towing charges, road services, inconveniences, etc.).

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

No one (including a Nitto® employee, representative, or dealer) has the authority to vary the terms of this Limited Warranty.

Nitto® does not warrant any work performed by the dealer, including, but not limited to, their selection, fitment, mounting and balancing, inspection, or repair of any tire.

As part of the claim process under this warranty, the consumer must always make the subject tire available for physical inspection by Nitto®.

Nitto® reserves the right to the final inspection decision for all eligible tires under this Limited Warranty with regard to conditions listed in "What is Not Covered by this Limited Warranty".