

Warranty Exclusion & Limitations

The Limited Warranty for Defects and the Limited Casing Retread Warranty will not apply if any of the below listed exclusions or limitations are applicable and/or if any limitation or exclusions set forth in any other section of this document are applicable. Therefore, you should read all sections of the Sumitomo Medium Radial Truck Tire Limited Warranty document carefully.

List:

- Tires installed on a vehicle registered or normally used outside the United States or Canada;
- The tire was transferred to another vehicle after it was originally installed;
- The tire is branded as “Blemish” or “NA” or the molded DOT number has been removed or disfigured;
- The tire was repaired only with a self-vulcanizing plug, improper section repairs or in a manner that does not comply strictly with the Rubber Manufacturers Association’s standards for tire repair, e.g., failure to dismount punctured tires for repair;
- Tire failures caused by road hazard, potholes, or collision damage;
- Vandalism, theft, long-term improper storage or other willful abuse;
- Improper mounting procedures, improper fitments or applications;
- Tires placed in off-highway service, such as mining or logging environments;
- Over and under inflation, overloading, or failure to maintain proper tire pressure;
- Addition of liquids, solids or gases (other than air, nitrogen, carbon dioxide) such as sealers or balancing materials;
- Mechanical failures, improper alignment, or brake and shock failure;
- The wheel on which the tire is mounted is defective or fails; and
- Tires with “irregular tread wear” (which is defined as a tread groove depth differences of 2/32nds of an inch or more on the same tire).

NOTE: This warranty gives you specific rights, which vary from state to state. Some states do not allow the exclusion or limitation of incidental or consequential damages or a limit on how long an implied warranty may last, so certain limitations or exclusions herein may not apply to you. However, to the extent permitted by the laws of your state, TBC Brands disclaims all express or implied warranties other than the warranties stated in this limited warranty, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. Any implied warranty of merchantability, fitness for a particular purpose or otherwise is limited in duration and expires when the tire’s Usable Tread is exhausted as specified in this limited warranty. To the extent permitted by law, this warranty does not cover and expressly excludes any coverage or liability for punitive or Special damages, for loss of time, inconvenience, loss of use of your vehicle or tire, lost profits or opportunity, loss of Good Will, or any other indirect, incidental or consequential damages. This is the only warranty that applies to the Sumitomo medium truck tires purchased by you and supersedes and replaces the terms of any previous warranty. Nothing in this Limited Warranty is intended to be a representation that tire failures cannot occur. TBC Brands neither assumes nor extends, nor authorizes any other person or entity to assume or extend on its behalf, any additional or different warranty obligations or remedies. The limited warranties set forth above are the entire warranties given by TBC Brands. The Remedies set forth in this warranty do not include a cash refund in lieu of a warranty replacement or warranty allowance.



SUMITOMO TIRES

MEDIUM RADIAL TRUCK TIRE LIMITED WARRANTY



General

TBC Brands extends to “you,” the original purchaser of a Sumitomo Medium Radial Truck Tire, the following two separate limited warranties and coverage benefits: (1) a limited warranty with respect to defects in material, workmanship or design (the “Limited Warranty for Defects”); and (2) a limited radial casing retread warranty (the “Casing Retread Limited Warranty”). You are eligible for the benefits of this limited warranty if: (a) you purchased the Sumitomo Medium Radial Truck Tire, (b) you are the original owner of the Sumitomo Medium Radial Truck Tire, (c) the Sumitomo Medium Radial Truck Tire bears the prescribed Department of Transportation (DOT) identification number, (d) the Sumitomo Medium Radial Truck Tire has been continuously installed on the vehicle on which it was originally installed, and (e) no warranty exclusion or exception identified in this Limited Warranty applies.

Limited Warranty for Defects

A Sumitomo Medium Radial Truck Tire covered by this Limited Warranty will be replaced with a comparable new Sumitomo Medium Radial truck Tire or comparable medium radial truck tire marketed by TBC Brands without charge for the tire if it becomes unserviceable due to a defect in design, workmanship, or material during the first 2/32nds of Usable Tread wear for up from the original purchase date (without proof of purchase, the tire’s date of manufacture will be used to determine age). You, however, are responsible for any charges for mounting and balancing the replacement tire as well as any applicable taxes or other related fees.

If a Sumitomo Medium Radial Truck Tire becomes unserviceable due to defect in design, workmanship, or material after the first 2/32nds of Usable Tread is worn, you will be entitled to a prorated percentage allowance applicable to the purchase price of a comparable new Sumitomo Medium Radial Truck tire, if such tire is not available, with a comparable medium radial truck tire marketed by TBC Brands. The amount of the allowance is determined based on the percentage of the original “Usable Tread” remaining when the tire is presented for adjustment. This percentage is applied to the new warranty replacement tire’s purchase price. You are responsible for paying for the remainder of the purchase price of the warranty replacement tire after the appropriate warranty allowance is deducted plus the charges for mounting and balancing the replacement tire as well as any applicable taxes or other related fees. Once the Usable Tread of a Sumitomo Medium Radial Truck tire has been exhausted the coverage and benefits of this Limited Warranty for Defects will terminate. However, a Casing Retread Limited Warranty allowance may apply.

Computing Remaining Useable Tread

The remaining “Usable Tread” of your Sumitomo Medium Radial Truck Tire is computed as a percentage of the original new Sumitomo Medium Radial Truck Tire’s Usable Tread depth. These depths vary by tire model and size. The original Usable Tread does not include the last 2/32nd inch (1.6 millimeters) of tread depth because tires with 2/32nd inch (1.6 millimeters) of tread depth are unsafe and should be replaced. Because tires do not always wear evenly, tread depth may vary depending where on the tire’s tread depth is measured. The lowest depth on the tire is used to determine the remaining Usable Tread for purposes of warranty replacement or allowance and whether the tire casing may be retreaded.

Casing Retread Limited Warranty

Sumitomo Medium Radial Truck Tire casings carry a Casing Retread Limited Warranty that is extended to the original purchaser period following the tire’s original purchase date. However, the Casing Retread Limited Warranty terminates if the tire’s casing has been the subject of two retreadings. Sumitomo Medium Radial Truck Tires used in off-highway service (such as mining & Loggings) are excluded entirely from the casing Retread Limited Warranty.

If a Casing Retread Limited Warranty applies, the original purchaser shall receive the predetermined casing allowance set forth in the table below based on the Sumitomo Medium Radial Ruck Tire model and size purchased towards the purchase of a comparable new Sumitomo Medium Radial Truck Tire or, if such tire is not available, towards the purchase of a comparable medium radial truck tire marketed by TBC Brands.

Tire Size
8.25R15, 10.00R15
All 17.5 Sizes
8R19.5
8.25R20
225, 245, 265/70R19.5
9.00R20
9R22.5 / 10R22.5
255/70R22.5
245/75R22.5
275/70R22.5
10.00R20 / 11.00R20
11R22.5 / 11R24.5
295/75R22.5 / 285/75R24.5
13/80R20 / 14/80R20
12.00R20
12R22.5
315/80R22.5
385, 425, 445/65R22.5

Definition Of A Comparable Tire

For the purposes of your Limited Warranty for Defects and Limited Casing Retread Warranty, a new “comparable” warranty replacement tire will be supplied or a warranty allowance will be applied to a “comparable” replacement tire if a matching new Sumitomo Medium Radial Truck Tire is out of production or is unavailable when the tire is presented for warranty replacement or allowance. In such cases, the replacement tire will be or the warranty allowance shall be applied to a “comparable” substitute medium radial truck tire of equal price, quality and construction available from TBC Brands. However, a “comparable” medium radial truck tire may have a different sidewall or tread configuration. If the purchaser requests that its warranty replacement or allowance be applied to or towards a higher-priced tire instead of a matching Sumitomo Medium Radial Truck Tire or a comparable medium radial truck tire available from TBC Brands, the purchaser must pay the price difference for the replacement tire after the appropriate replacement price or prorated allowance has been deducted. If the purchaser requests replacement with a lower priced medium radial truck tire available from TBC Brands, no refund or cash back shall be given because of the price difference.

Limited Warranty Claim Procedures

Please call TBC Brands’ warranty toll-free. Please be prepared to provide proof of purchase of the product and purchase date. Our Product Warranty Specialist will confirm the coverage of the Sumitomo Medium Radial Truck Tire Limited Warranty and discuss your tire issue with you. They will find a Sumitomo Medium Radial Truck Tire dealer nearest to you whom you may take your Sumitomo Medium Radial Truck Tire to for inspection and any applicable warranty adjustment. TBC Brands will work with the tire dealer to supply a replacement Sumitomo Medium Radial Truck Tire or comparable tire in an efficient manner. The authorized dealer has no authority or responsibility to make the determination as to eligibility for coverage under the warranty.

The original Purchaser must comply with each of the following procedures to qualify for any warranty replacement or allowance provided under the Limited Warranties set forth above.

1. Present the unserviceable medium radial truck tire together with any tube & flap used with that tire, to an authorized Sumitomo tire distributor;
2. Complete and sign a Sumitomo tire claim form provided by that distributor;
3. Present to that distributor any evidence that may be necessary to establish entitlement to a replacement or allowance under the limited Warranties set forth above (e.g., proof that claimant is the original purchaser of the tire.); and
4. Pay any applicable replacement tire price differentials, any distributor charges (e.g., those for mounting or balancing), and any applicable federal, state, or local taxes.

