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LIMITATIONS AND EXCLUSIONS

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

In addition to the information contained in this Limited Warranty, for additional up-to-date product customer care information and downloadable brochures.

This Limited Warranty covers all Toyo brand passenger car and <u>light truck tires</u> 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 Toyo brand tire, please take it to your authorized Toyo 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

Toyo Tires warrants all eligible tires against defects in workmanship and materials. Upon examination of an eligible tire, if Toyo Tires 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 Toyo brand tire as follows:

- 1. First ½z" Worn: Toyo Tires 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 ½z" of tread use. Mounting and balancing costs are covered by Toyo Tires. You will be responsible for taxes and any other charges.
- 2. Less than 25% Worn: For eligible tires with conditions other than

^{*} Tires purchased before March, 2015 may be covered by an earlier warranty. See your Toyo retailer or contact Toyo Tires for more information.

uniformity issues, Toyo Tires 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 Toyo Tires. **You will be responsible for taxes and any other charges.**

3. More than 25% Worn: Toyo Tires 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 depth will vary by tire 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

For those qualifying Toyo brand tires under "Tires". Toyo Tires will provide a prorated mileage credit towards the purchase of a comparable Toyo brand tire.

You will be responsible for the prorated mileage cost of a replacement tire, and the cost of mounting and balancing, 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, Toyo warrants tires mounted on the rear axle of vehicles with staggered fitments only up to 50% of the warranted miles under the standard Toyo treadwear warranty.

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

Qualifies as a Toyo brand eligible tire as listed in under "Tires".

- Is driven no more than the warranted miles specified in under "Tires".
- 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 Toyo brand tire is the same tire, or a tire of the same basic construction and quality, as the original tire, as determined by Toyo Tires.

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 3/52" 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 study 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 Toyo Tires' inspection.
- Any tires worn beyond the treadwear indicators (less than ²/₅₂" of remaining tread).
- Uniformity issues after the first 1/32" 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 Toyo Tires' Original Equipment Limited Warranty for coverage).

Retreaded tires and tires purchased used.

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

CLAIM PROCESS UNDER THIS LIMITED WARRANTY

To make a claim under this Limited Warranty, you must:

- Present your vehicle with the subject tires, the original copy of this Limited Warranty, and the original sales invoice, to an authorized Toyo Tires dealer.
- 2. Present your Limited Warranty booklet with the completed Tire Installation Information and Tire Service Record sections (See pages A and B). For treadwear mileage warranty consideration, the Tire Service Record must show the times and places that the tire rotations were performed. Follow the rotation interval from your vehicle Owner's Manual. Toyo® recommends rotations at 3,500 miles or less for high performance tires with a speed rating of V or higher or 7,500 mile intervals or less for standard passenger and light truck tires (See "Tire Rotation" in the "Tire Safety and Maintenance Information" section).
- Complete and sign the Toyo Tires Limited Warranty Claim form
 provided by the dealer, keep a copy for your records, and leave the tire
 with the dealer.

4. If you purchased the tire from an internet or mail order merchant, you will need to submit your claim, together with the dismounted tire, to that merchant, or to Toyo Tires. You are responsible for all of the costs of dismounting and shipping. If you are returning the tire to Toyo Tires, please first contact Toyo Tires Consumer Relations team at the telephone number listed below.

Your claim will be administered in accordance with the Limited Warranty that was in effect when you purchased the tires.

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

TOYO TIRES 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 Toyo Tires employee, representative, or dealer) has the authority to vary the terms of this Limited Warranty.

Toyo Tires 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 Toyo Tires.

Toyo Tires 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".