

TYRE LIMITED WARRANTY CLAIM POLICY

This limited warranty applies only to Toyo Tires brand tyres sold by Toyo Tyre Sales And Marketing Malaysia Sdn Bhd ("the Company/TSM") in MALAYSIA, bearing approved serial numbers and subject to the conditions below:-

i) Passenger Car and Light Truck Tyres:

The warranty period is **6 years from the date of purchase (DOP)** as stated in original invoice and provided that the tyres are registered in the Toyo T-CARE App within fourteen (14) calendar days from the date of purchase (DOP).

If the tyres are not registered in the Toyo T-CARE App within fourteen (14) calendar days from the date of purchase (DOP), the warranty period shall be 6 years from the date of manufacture (DOM).

Notwithstanding the above, no warranty claim will be accepted if submitted more than ten (10) years after the tyre's date of manufacture (DOM).

ii) Commercial Tyres:

The warranty period is **6 years from the date of manufacture (DOM)**

Any warranty claim shall be subject to inspection and verification by TSM. The customer shall provide all information reasonably requested by TSM to facilitate such inspection.

1. What is covered

- (1) Failure due to manufacturing defect, workmanship or materials during the original usable tread life (remaining tread depth of more than 1.6mm as measured at specified location). Manufacturing Defect means a defect arising solely from defects in materials or workmanship during manufacture and does not include damage resulting from wear and tear, misuse, accident, road hazards, improper maintenance or any circumstance listed under Clause 2.
- (2) Out of balance or out of round adjustment will only be made during the first 10% of the tread wear.

2. What is not covered

- (1) Damage due to road hazards whether repairable or not (such as cut, snag, bruise, impact break/kerbing, bulge, puncture, improper use of tyre chains, stone drill, chip, scale).
- (2) Irregular tread wear or rapid tread wear due to vehicle misalignment.
- (3) Damage resulting from improper repair materials or procedures.
- (4) Damage from incorrect mounting or dismounting of the tyre; incorrect wheel size; water or other material trapped inside the tyre during mounting or failure to balance the tyres.
- (5) Damage or uneven tread wear from, incorrect inflation, overloading, fire, theft, defective mechanical conditions such as brakes, shocks, rims, wreck or collision, misuse, misapplication, negligence, wilful damage or abuse, tyre alteration, tyre spinning, racing or competition purpose.
- (6) Damage due to the use of improper or incorrect size tube, such as the use of a non-radial tube in a radial tyre.
- (7) Damage, corrosion or rubber deterioration due to the use of oil-based chemicals, water-based sealers, balancing substances, or flammable gases.

- (8) Uniformity problems such as ride, balance and vibration complaints after the first 10% of the tread wear.
- (9) Replacement of four (4) or more tyres from the same vehicle will not be accepted for ride disturbance complaints i.e. vibration, out of round, out of balance, pulling, noise.
- (10) Any tyre which has been run with low air pressure or while flat.
- (11) Tyres purchased and/or used outside Malaysia.
- (12) Passenger tyres used on pick-up trucks with campers.
- (13) Passenger tyres used in commercial services.
- (14) Claims made by anyone other than the person who originally purchased the tyre.
- (15) Tyres with the serial identification number removed or rendered illegible.
- (16) Any tyre not presented and available for inspection by the Company.
- (17) Any tyres worn beyond the wear bars (less than 1.6 mm remaining tread).
- (18) Adjustment failing to provide with required information as prescribed in the Toyo Adjustment Procedures.
- (19) Force majeure incidents such as natural disasters and/or any act of God, including but not limited to incidents such as acid rain, hail, tsunami, explosions and/or fire.

3. Exclusion

Except as expressly provided under this Limited Warranty and to the fullest extent permitted by applicable law, TSM shall not be liable for claims and/or damages arising out of (i) the circumstances set forth in Clause 2; (ii) any delays caused by the customer's failure to present the warranty claim in accordance with this warranty policy; and/or (iii) any loss of profits, loss of business, loss of time, loss of use of vehicle, depletion of goodwill or similar losses, loss of anticipated savings, any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

4. Obligations

- (1) All customers or owners must present the tyre for warranty claim together with the vehicle on which it was used to an authorized dealer of TSM.
- (2) Tyres presented for claim and pending the completion of the inspection, shall remain the property of the consumer/owner. TSM does not take over responsibility for damages to, or loss of tyres which are in the control of the authorized dealer for inspection to potential warranty adjustment.
- (3) Any cost of mounting, balancing, alignment and other service charges are payable by the customer or owner.

5. Conditions

- (1) The inspection, assessment and final determination of all warranty claims shall be made solely by authorised personnel(s) of the Company.
- (2) Warranty adjustment for approved adjustments will be computed on a prorated basis.
- (3) All tyres accepted for warranty claim shall become the property of TSM.
- (4) If any provision of this warranty policy shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this warranty policy which shall remain in full force and effect.