

Passenger & Light Truck Tire Limited Warranty

This page describes Toee package which explains which patterns are covered, the nature of the coverage and what is required by the purchaser to maintain the coverage in force.

What is covered and for how long?

If there is a defect in workmanship and materials during the life of the original usable tread, or 1 year from date of purchase (whichever comes first), your tire may be replaced on a pro rata basis under this warranty. After 1 year or the wear of the original usable tread, whichever occurs first, all warranties, expressed or implied, expire.

The "date of purchase" refers to the date on your sales invoice. If you cannot find your sales invoice, the date will be calculated based on the date of manufacture which is molded on the sidewall of your tire. The Tire Identification Number (DOT #) on the sidewall of the tire will be used to determine the date of manufacture.

The "life of the usable tread" refers to the original tread worn down evenly across the face of the tread to the level of the treadwear indicators, which is 2/32nds of an inch (1.6 mm) of tread remaining. Uneven wear is defined as a tread groove difference of 2/32nds of an inch or more across the face of the tread on the same tire.

- (a) Adjustments for ride disturbances or vibration, which cannot be corrected by balancing, are only adjustable in the first 10% of useable tread. Service charges or any applicable taxes are payable by you.
- (b) Should a manufacturing anomaly occur prior to the tire wearing down to the tread wear indicators or being in use for 24 months, whichever comes first, the user must pay for the cost of a replacement tire based on the amount of tread used. This is calculated by multiplying the percent of the original tread worn by the Warranty Replacement Price

(*W.R.P). The original usable tread is the original tread down to the level of the tread wear indicators (1.6mm or 2/32" tread remaining). *W.R.P = Suggested Retail Price. Service charges or any applicable taxes are payable by you.

Eligibility Requirements:

-Toee Tire warranties apply to all the tires that are purchased from us with a complete Tire Identification number (DOT#)

- -To be eligible for warranty consideration the tires must be the correct size and load range for the vehicle according to the vehicle manufacturer's recommendations or according to the vehicle information placard.
- -You have properly maintained and used the tire.

How to Make a Warranty Request

In the event that you make a claim under the terms of this warranty you must:

- -Present your tires and vehicle to us or an authorized Toee Tire Dealer.
- -Complete and sign the <u>Toee Tire Claim Form</u> on our website and Email it to <u>toeetirefiles@gmail.com</u> with <u>pictures</u> of details that have the issues.
- -Tire(s) <u>eligible</u> for warranty will be replaced with the same or comparable new Toee tire(s) by the dealer as determined by the coverage outlined in the policy.

How to get a replacement?

Take your tire(s) to us. We will require that you provide one or more the following:

- 1. The vehicle on which the tire was used
- 2. Personal Identification (e.g. Driver's License)
- 3. Your vehicle registration
- 4. A completed Service Record form, and Original Owner/Tire Installation information form
- 5. Your original invoice

What is not covered by this warranty

- 1. Mileage is not warranted.
- 2. Irregular tread wear or rapid wear due to failure to rotate the tires in accordance with Toyo's recommendations or from vehicle misalignment
- 3. Damage from incorrect mounting or dismounting of the tire, incorrect wheel size or failure to balance the tire and rim assembly
- 4. Damage or uneven tread wear caused by misuse, but not limited to incorrect inflation, overloading, fire, theft, racing or spinning, chain damage, curb impact or abrasion, defective mechanical conditions, wreck or collision and willful damage or abuse.
- 5. Damage, corrosion or rubber deterioration due to the use of oil based chemicals, water based sealers, balancing substances or flammable gases.
- 6. Claims for weather/ozone cracking or chemical damage after 5 years from the date of manufacture.
- 7. Tires purchased outside of Canada (for Treadwear Limited Warranty or tires on vehicles registered or usually operated outside of Canada).
- 8. A tire in an out of round or out of balance condition after 10% of the original tread is worn.

- 9. Tires which are smaller in dimension, carrying capacity or of a lower speed rating than those installed or recommended by the original vehicle manufacturer. (Winter tires are excluded from the speed rating provision of this section.)
- 10. Our warranty is not valid for tires used in commercial applications, campers, Police or Emergency vehicles or off road use.
- 11. Tires submitted for a mileage adjustment that have worn out unevenly and/or show a difference of 1.6 mm (2/32") between major tread grooves or between the front and rear sets.
- 12. Road Hazard damaged e.g. impact damage, snags, cuts, bruises or punctures, whether repairable or not.
- 13. The cost of mounting or balancing replacement tires or any other dealer service charges or applicable taxes.
- 14. Damage resulting from improper repair materials or procedures.
- 15. Any tire that has been run with low inflation pressure or while flat.

What Conditions and Exclusions Apply?

This warranty does not provide compensation for loss of time, loss of use of vehicle, inconvenience or consequential damage. Some provinces do not allow the exclusion or limitation of incidental or consequential damages, so these limitations or exclusions may not apply to you.

This warranty limits the length of all express and implied claims. Some provinces do not allow limitations on how long an implied warranty lasts, so this limitation may not apply to you.

Tires presented for claim remain the property of the consumer, and Toee Tire is not responsible for loss of or damage to tires which are in the custody or control of a Toee tire retailer for the purpose of inspection for warranty claims. In the event of a disputed claim, the consumer must make the tire available for further inspection. Tires accepted for claim become the property of Toee Tire.

No Toee Tire representative, employee or retailer has the authority to make or imply any representation, promise or agreement, which in any way varies the terms of this warranty. These limited warranties apply only in Canada.

This warranty gives the user specific legal rights, and the user may also have other rights which vary from province to province.