

6. LEGAL RIGHTS

No implied or expressed warranties, either of merchantability or otherwise, are extended beyond 66 months from date of new tire manufacture. Except for the expressed warranties set forth in this "Limited Warranty," all warranties promises and agreements, expressed or implied, for merchantability or otherwise, are excluded to the extent permitted by law. All warranties, conditions, representation, promises guarantees, covenants or collateral agreements, expressed or otherwise, relating to inspection for retreadability, the retread process, design, workmanship and materials are excluded.

MODIFICATIONS AND OTHER WARRANTIES
NO DEALER DISTRIBUTOR OR REPRESENTATIVE HAS AUTHORITY TO MAKE ANY STATEMENT, COMMITMENT, PROMISE OR AGREEMENT BINDING UPON TOYO TIRE U.S.A. CORP., EXCEPT AS STATED HEREIN, OR EXCEPT FOR ANY STATEMENT MADE BINDING UPON TOYO TIRE U.S.A. CORP. BY ANY APPLICABLE LAW.

7. SAFETY WARNINGS AND ADVICE:



To avoid serious injury...

a) Tire service personnel should be trained to follow the safety precautions for mounting, inflating, or dismounting tires as outlined in OSHA Standard 1910.177, available from OSHA or the Rubber Manufacturers Association, 1400 K St. N.W., Washington, D.C. 20005.

Only specially trained persons should mount and inflate tires.

b) Inspect the interior and exterior of all tires prior to mounting. Do not attempt to inflate any tire that may have damaged cords, inner liner wrinkling, heat deterioration, casing distortion, or other signs of underinflation, run flat, or air leakage. If you attempt to inflate any tire which may have been damaged from underinflation, or run flat, it may explode with violent force.

c) Always use an OSHA approved safety cage when inflating tires.

d) Always use an extension hose with gauge and clip-on air chuck for inflating the tire. Stand back from the tire. Never stand over, lean or reach over the assembly during inflation.

e) Always make sure that the tire rim diameter and the rim/wheel diameter are identical.

Example: Mounting a 16" bead diameter tire on a 16.5" rim/wheel diameter is dangerous and will result in an explosion causing severe injury or death.

f) Use rims which are approved for radial tires when mounting radials (consult the rim/wheel manufacturer catalogs for proper application). Do not attempt to mount and inflate any tire on a damaged wheel (bent, cracked, etc.). Never attempt to mount and inflate a tire on any wheel which has been repaired by welding.

g) Never introduce flammable substances to the interior of any tire during either the mounting process or during inflation.

h) If your tires develop a sudden vibration while driving, stop and have the tires inspected immediately for any damage.

i) Never run on tires that are underinflated for the load, it may cause severe tire damage, sudden tire failure, and loss of vehicle control. Consult your tire supplier.

j) Running in excess of legal speeds may cause any tire to overheat and fail suddenly causing loss of vehicle control. Never run tires at speeds in excess of their rated speed (contact the tire manufacturer for advice.)

k) Never overload tires (consult your tire supplier for proper load/inflation data.)

l) Check your tires for any damage prior to each trip. Have your tire supplier check any tire damage for replacement or repair.

m) Only qualified persons should repair tires. Consult your tire supplier or tire manufacturer for proper repair methods.

n) Never exceed the maximum load or inflation limit of the rim/wheel.

o) Never drive on smooth tires.

REMEMBER THAT ANY TIRE, NO MATTER HOW WELL CONSTRUCTED, MAY FAIL IF IMPROPERLY CARED FOR OR ABUSED. TIRE FAILURES CREATE THE RISK OF PERSONAL INJURY AND/OR PROPERTY DAMAGE.

8. TIRE REGISTRATION

When you purchase your Toyo Tires, the seller is required by the National Highway Traffic Safety Administration to present you with a tire registration form. He must fill in the dealer name, address and serial numbers of the tires purchased. You, the buyer, should then fill in your name and address, place a stamp on the form and mail it to the pre-addressed location on the form. Be sure to request a tire registration form from your dealer at the time of your purchase.

CORPORATE OFFICE

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NATIONWIDE CUSTOMER SERVICE CENTER

3855 E. Jurupa Street
Ontario, CA 91761
(909) 605-6657
(800) 432-5036 (EAST)
(800) 382-9854 (EAST)
(800) 382-1471 (CENTRAL)
(800) 382-3015 (CENTRAL)
(800) 557-8696 (WEST)
FAX (888) 329-8696

TECHNICAL ASSISTANCE

Western Technical Service Center

3855 Jurupa Street
Ontario, CA 91761
(800) 678-3250

Eastern Technical Service Center

3660 Highway 411 N.E.
White, GA 30184
(888) 444-8696

TOYO TIRES
driven to perform

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TRUCK TIRE LIMITED WARRANTY AND CASING POLICY

Effective February 2009

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This limited warranty and casing policy brochure supersedes the limited warranty and casing policy brochure published in April, 2002.

The Toyo Truck Tire and Casing Warranty

This Limited Warranty/Adjustment Policy ("Policy") allows for replacement under certain specified conditions. It applies to tires in normal highway service, or tires used in application for which they were designed/recommended by Toyo Tires that display adjustable conditions. This policy does not require the existence of a manufacturing defect in order to qualify for adjustment. The Policy is void if the tires are used in a manner not recommended by Toyo Tire U.S.A. Corp.

1. ELIGIBILITY

This policy applies to the original purchaser of Toyo Tires brand truck tires bearing the Toyo Tires name and complete DOT serial numbers and not branded "NA". Tires must be purchased and used in the United States.

In order to be eligible for the benefits of this Policy the purchaser must do the following:

- a) Present the tire and proof of purchase to an authorized Toyo Tires truck tire dealer.
- b) Sign the Toyo Tires Standard Claim Form.
- c) Allow Toyo Tire U.S.A. Corp. Customer Service Technical Department personnel to inspect the tire at a Toyo Tires adjustment center.
- d) The vehicle on which the tire is/was used should be made available to a Toyo Tires representative if requested.

2. WHAT IS THE LIMITED ADJUSTMENT WARRANTY AND FOR HOW LONG?

A. Original Tread (New Tires)

If a Toyo Tires radial truck tire becomes unserviceable from a condition other than those listed under Section 4, it will be replaced with the same tire, or at Toyo's option, with a comparable Toyo Tires truck tire at no charge if tire is:

- Within the first 2/32nds inch of treadwear
- Used in the service it was designed
- Within 66 months from the date of manufacture as determined by the DOT serial number on the tire sidewall.

The purchaser pays mounting and balancing charges plus any applicable taxes or service charges.

When tires have more than the first 2/32nd inch worn, adjustment credit will be based on a pro-rata replacement credit for the percentage of tread depth remaining, but no less than the minimum casing allowance as shown in section 2b. The tire is considered to be worn out when the tread depth reaches 2/32nd inch at any point on the tread.

B. Radial Tire Casing Policy(Retreads)

If any Toyo Tires radial truck tire casing becomes unserviceable due to:

- An adjustable condition while in service for which it was designed.
- Within 66 months from the date of manufacture, or two retreads (which ever comes first.)

The Toyo Tires radial truck tire casing is eligible for the applicable casing allowance specified below. The number of retreads must be identified on the casing sidewall. Toyo Tires bias ply truck tires are covered by a separate casing policy.

Applicable Sizes Radial Casing Allowances

	1st Cap (Worn to 4/32)	2nd Cap (Worn to 4/32)
215/75R17.5, 245/70R19.5	\$40.00	\$20.00
235/75R17.5	40.00	20.00
265/70R19.5, 285/70R19.5	40.00	20.00
8.25-20, 9-22.5	45.00	20.00
265/75-22.5, 245/75R22.5	45.00	20.00
9.00-20,10-22.5, 10.00-15	50.00	25.00
255/70-22.5, 275/70R22.5	50.00	25.00
10.00-20, 11-22.5	90.00	60.00
295/75-22.5	90.00	60.00
11.00-20, 12-22.5	90.00	60.00
12.00-20,	90.00	60.00
11R24.5	90.00	60.00
285/75R24.5	90.00	60.00
12.24.5	90.00	60.00
385/65R22.5	90.00	60.00
425/65R22.5	90.00	60.00
315/80R22.5	90.00	60.00

Retread Rubber Allowance

In addition, the first retread may be eligible for a retread rubber allowance as specified below:

If the remaining depth of the first cap is

15/32 or more	\$50.00
14/32 to 8/32	30.00
7/32 or less	none

3. HOW CREDITS ARE CALCULATED (Original Tread Tires)

If the "No Charge" adjustment provided in section 2a does not apply, the purchaser pays for the cost of a replacement tire based on the amount of tread used. This is calculated by dividing the number of 32nd used by the original usable tread depth and multiplying by the actual current dealer selling price (excluding taxes). The cost of mounting, balancing and applicable taxes is paid by the purchaser. The purchaser pays full current Federal Excise Tax.

4. WHAT IS NOT COVERED BY THE POLICY?

C. Non-adjustable conditions:

1. Tires branded NA (Non-adjustable) or USED.
2. Tires that are damaged due to road hazards (for example; cuts, snags, bruises, impact break, or puncture.)
3. Tires that have failed due to improper repair procedures or have failed due to repair.
4. Damage caused by mis-alignment, improper inflation, overloading, wheel imbalance, collision, vandalism or defective mechanical vehicle components (for example; brakes, shocks, and rims.)
5. Tire failure caused by exceeding the maximum speed for a particular tire. For determining proper speed application, consult your Toyo truck tire dealer.
6. Damage caused by using an improper inner tube. Radial tires require the use of a radial tube. Use of a non-radial tube in a radial tire will result in a sudden tire failure.
7. Highway tires on vehicles that are operated in off-highway service.

8. Tires that have failed due to improper retread procedures (as defined by the retread manufacturer's recommendations), improper or careless inspection and casing preparation procedures.
9. Toyo brand truck tires or casings which are imported into the United States by sources other than Toyo Tire U.S.A. Corp.
10. Tires submitted for ride complaints which are worn beyond the first 2/32 of treadwear or free replacement period.
11. Tires that are manufactured prior to 66 months as determined by the DOT serial number on the sidewall are not covered under this warranty.
12. Tires having the DOT original serial number or retreader's DOT number removed or rendered illegible.
13. Tires that have been modified or damaged by the introduction of liquid sealant or balance.
14. Irregular treadwear from mechanical or poor maintenance conditions.
15. Mileage.

D. General Exclusions and Limitations

TO THE EXTENT PERMITTED BY LAW, TOYO TIRE U.S.A. CORP. DISCLAIMS LIABILITY FOR LOSS OF TIME, INCONVENIENCE, LOSS OF VEHICLE USE AND ANY OTHER CONSEQUENTIAL DAMAGES. Some states do not permit the exclusions or limitation of incidental or consequential damages, so the above exclusion may not apply to you. This limited warranty gives you specific legal rights; you may also have other legal rights which vary from state to state. Tires used on any truck registered and/or operated outside the United States are not covered.

5. OWNER/USE OBLIGATIONS

- a) To make a claim under this limited warranty, you must present your claim with the tire/casing and tube to an authorized Toyo tires retailer. You will be required to sign the Toyo Tires Standard Claim form.
- b) You are responsible for paying all applicable taxes and charges incurred during replacement or repair of tires including dismounting, mounting and balancing. You are also responsible for paying for rotation, alignment, towing, road service and tube or valve stem if ordered.