

TOYO TIRES WARRANTY AND SERVICE POLICY

This policy applies to all TOYO TIRES bearing the TOYO TIRES brand and serial number which are imported and distributed by Toyo Tyre & Rubber Australia Limited, and sold by TOYO TIRES' authorised resellers in Australia.

TOYO TIRES (PCR, SUV, LTR & TBR) WARRANTY

TOYO TIRES passenger, sports utility vehicle and light truck products are warranted against defects in workmanship or materials for the original usable tread life. TOYO TIRES truck and bus products not covered by the TOYO TIRES Truck & Bus Warranty & Service Policy will be subject to this warranty scheme.

MATERIALS AND WORKMANSHIP WARRANTY

1. Out of balance or out of round adjustments will only be accepted during the first 1mm of original tread depth.
2. Original usable tread is defined as the original tread down to 1.6mm remaining tread, at which time the product is considered worn-out.
3. When the product is judged defective, pro-rata compensation will be made for the remaining tread depth against the original tread depth.

EXCLUSIONS AND LIMITATIONS

1. Products branded "N/A" (No Adjustment) are not adjustable under this warranty.
2. Warranties do not cover damage due to road hazards (e.g. cut, snag, bruise, impact or puncture).
3. Warranties do not cover damage due to misalignment, improper inflation, overloading, wheel imbalance, theft, defective mechanical conditions, such as brakes, shock absorber or rims, wreck or collision, wilful damage or abuse.
4. Warranties do not cover damage due to use of an improper inner tube, such as the use of non-radial tube, or with a valve not recommended by TOYO TIRES.
5. Adjustments are based on the warranty which was valid and in effect at the time the product was purchased.
6. All implied warranties, any warranty of merchandising or of suitability for a particular purpose, are expressly limited to the duration of this written warranty.
7. All obligations or liabilities for incidental or consequential damages are hereby excluded.

OWNER'S OBLIGATIONS

You must present the product for adjustment to an authorised TOYO TIRES reseller or Toyo Tyre & Rubber Australia Limited, together with further information as TOYO TIRES may reasonably request for properly processing the warranty claim form.

FINAL ARBITER

TOYO TIRES will be the final arbiter of fact as to the cause of product failure.

GOODS RETURN POLICY FOR PTB & OTR PRODUCTS

1. Return of goods supplied in error will be accepted under the following conditions:
 - A) Notification of an error in supply must be advised to the TOYO TIRES branch from which product was supplied within 1 TOYO TIRES working day of delivery.
 - B) Return shall be at TOYO TIRES' cost utilising TOYO TIRES' nominated carrier.
2. Return of goods correctly supplied in good condition as per purchaser's order, either written or oral, will only be accepted under the following conditions:
 - A) Return authorisation must be requested from TOYO TIRES within 3 TOYO TIRES working days of delivery.
 - B) Return authorisation must be granted by the TOYO TIRES branch from which product was supplied.
 - C) Return goods must be received by TOYO TIRES' supplying branch within 5 TOYO TIRES working days of return authorisation being granted.
 - D) Freight charges, both inwards and outwards, shall be at the purchaser's cost.
 - E) Goods must be received by TOYO TIRES in good condition (credit will not be approved for damaged goods).
 - F) An administration charge of 10% of original net invoice value may apply as a deduction from the credit value, plus any applicable GST.
 - G) No cash refund will be payable to the purchaser.

STANDARD CONDITIONS OF SALE

1. Should any tyre and/or tube manufactured, imported and distributed by Toyo Tyre & Rubber Australia Limited and its wholly owned subsidiary companies (hereinafter referred to as TOYO TIRES) and bearing the TOYO TIRES brand and serial number develop a fault in material or manufacture within a reasonable period from the date of sale and which fault in our opinion may prevent reasonable service of the original tread life being obtained by the purchaser, then provided such product is returned to TOYO TIRES, with all transportation charges prepaid, TOYO TIRES will either repair the product without charge, or make such allowances to the purchaser by way of reduction in the current list price for a new TOYO TIRES product, taking into consideration the service rendered by the TOYO TIRES product in question. Cash refunds will not be made. Any product on which an allowance is made shall become the property of TOYO TIRES.

2. TOYO TIRES will not consider any claim for replacement, repair or allowance pursuant to the express warranty given in Clause 1, hereof, unless:

- A) the claimant supplies any further information as TOYO TIRES may reasonably request.
- B) the product is accompanied by a properly completed claim form.
- C) the TOYO TIRES name, identification mark and serial number is still on the product.
- D) the said product has been paid for by the purchaser.
- E) the purchaser has complied with all other provisions of the Conditions of Sale.

3. TOYO TIRES will be the final arbiter of fact as to the cause of such fault.

4. All TOYO TIRES products imported and distributed by TOYO TIRES are manufactured specially for Australian conditions. TOYO TIRES will not be held responsible for any product bearing the TOYO TIRES brand name which is imported by a person or persons or company other than TOYO TIRES. Such product may not be suitable for Australian conditions and not comply with the Australian Regulation (ADR 23/02). TOYO TIRES products distributed in Australia by TOYO TIRES are manufactured to the standards of the Tyre & Rim Association of Australia, E.T.R.T.O., JATMA, or U.S. T.R.A, and TOYO TIRES expressly disclaims responsibility for any tyres and/or tubes:

- A) not fitted to standard wheels and rims as provided by the Tyre & Rim Association of Australia, E.T.R.T.O., JATMA, or U.S. T.R.A specifications.
- B) damaged by accident, or vehicle mechanical faults.
- C) used on a rim or wheel out of alignment, damaged or rusty.
- D) improperly inflated or used with substitutes for air, substitutes or modified equipment of any kind not recommended by TOYO TIRES.
- E) used in association with a valve not recommended by TOYO TIRES.
- F) used to carry loads beyond the maximum limit recommended by TOYO TIRES.
- G) altered, reprocessed or repaired in any way.
- H) used in any form of motor sporting competition, testing or speed record purposes.

5. The benefits conferred in Clause 1 hereof are in addition to all other rights and remedies in respect of the product or its service which the purchaser has under the Trade Practices Act and similar State and Territory laws. In the event that any provision of these conditions should be or become illegal, invalid or unenforceable by TOYO TIRES, such provisions shall be severed from these conditions. The entire conditions shall not fail on account thereof, and the balance of the conditions shall continue in full force and effect.

6. In no case will TOYO TIRES accept any responsibility for damages resulting from the use of TOYO TIRES product, and the TOYO TIRES liability pursuant to this warranty with regard to defects in the product shall be limited to an amount to:

- A) the cost of replacing the product
- B) the cost of obtaining an equivalent product
- C) the cost of having the product repaired whichever is the lowest amount.

7. When goods are consigned to a purchaser by carrier or other persons, and whether by land, sea or air, the sale shall be deemed to have been completed and the goods delivered to the purchaser, and to be at their risk when the goods have been handed over to such carrier or other person who shall be deemed to be the agent of the purchaser, whether or not the company pays the freight charges.

8. This price list cancels all previous price lists, terms and conditions of trade issued by TOYO TIRES, and is subject to change without notice and does not constitute an offer to sell or supply. TOYO TIRES reserve the right of supplying any order or orders in part or in full. All accepted orders will be invoiced at prices current at date of supply.

9. The taking delivery of TOYO TIRES product implies acceptance of the foregoing conditions.

10. No representative or agent has any authority to vary.

IMPORTANT NOTICE

Toyo Tyre & Rubber Australia Limited is the accredited distributor within Australia for "Toyo Tires" brand tyres and tubes for passenger, light truck, truck and bus, industrial and earthmoving vehicles. Toyo Tyre & Rubber Australia Limited cannot on behalf of the manufacturer, Toyo Tyre & Rubber Co. Limited of Japan, warrant any "Toyo Tires" brand product that has not been distributed by Toyo Tyre & Rubber Australia Limited.

ALL SALES ARE MADE SUBJECT TO THE ABOVE CONDITIONS. PRICES SHOWN IN THE PRICE LIST DO NOT INCLUDE GST. TRADE PRICE LIST NO. PT091TTRAL EFFECTIVE MARCH 23, 2009.

TERMS

This price list does not constitute an offer to sell or supply any products.

All sales are subject to the Toyo Standard Conditions of Sale, an updated version of which is shown at www.toyo.com.au/salesconditions