

KENDA

Limited Warranty

Automotive Spare Tires

This policy applies to KENDA automotive spare tires sold and used within the USA and Canada only.

ELIGIBILITY

You are eligible for the benefits of this warranty (the "Limited Warranty") only if you are the original owner and consumer of new KENDA automotive spare tires, such tires bear the original Department of Transportation (DOT) – prescribed tire identification numbers, and such tires are on the vehicle upon which they were originally installed according to the vehicle manufacturer's or KENDA's recommendations.

WHAT IS WARRANTED AND FOR HOW LONG

Subject to the limitations contained in this Limited Warranty, your new KENDA automotive spare tires are warranted under this Limited Warranty against failures due to defective materials and workmanship for a period of six (6) years from the date of tire manufacture or three (3) years from date of purchase, whichever occurs first. Tire manufacture date is determined by the Department of Transportation (DOT) – prescribed tire identification numbers.

(A) **Eligibility:** A tire is eligible for warranty coverage under this Limited Warranty only if the tire is presented by the original owner and consumer within six (6) years of the tire manufacture date or three (3) years from date of purchase, whichever occurs first, the tire has a minimum of 1/32nd inch of tire tread depth remaining, and all procedures in this Limited Warranty are followed.

(B) **Free Replacement:** Subject to the limitations contained in this Limited Warranty, if a KENDA automotive spare tire fails due to defective materials or workmanship during the first 10% of tread wear, the tire will be replaced with a new comparable KENDA automotive spare tire without charge.

(C) **Treadwear Prorated Discount:** A defective tire that does not qualify for free replacement under (B) above, but that is otherwise eligible for warranty coverage under this Limited Warranty, will entitle you to a discount on the purchase of a new comparable KENDA automotive spare tire. The amount of the discount will be calculated based upon the percentage of tread

that remains on the defective tire. For example, if 60% of the original tread remains on the defective tire, you will be entitled to a 60% discount off of the retail price of a new comparable KENDA automotive spare tire. You are responsible for all labor costs for mounting, balancing and for all applicable taxes.

DEFINITION OF COMPARABLE TIRE

A “comparable” new KENDA automotive spare tire may either be the same line of tire or, if the defective tire is out of production or unavailable, a tire of the same basic or equal construction and quality with different sidewall or treadwear configuration. If a higher priced tire is accepted as replacement, you will be responsible for the difference in price.

COMPUTING TREADWEAR

Treadwear is computed as a percentage of the original usable tread. The original usable tread does not include the last 1/32nd inch of tread depth. KENDA USA shall make all determinations regarding treadwear and eligibility for warranty coverage under this Limited Warranty in its sole discretion.

WHAT IS NOT COVERED BY THE WARRANTY

This Limited Warranty does not apply to:

- (A) Damage, failure, or irregular or premature treadwear caused by, resulting from, or arising out of fire, accident, chemical corrosion, malicious mischief, vandalism, or road hazards. Example of road hazards include, without limitation, nails, glass, rocks, curbs, and other foreign objects and natural and manmade obstructions or obstacles such as excavations, construction, potholes, and chuckholes. Damages caused by road hazards can include, without limitation, cuts, snags, punctures, scuffs, carcass bruises, and impact breaks.
- (B) Damage, failure, or irregular or premature tread-

wear caused by, resulting from, or arising out of improper operation or maintenance such as, without limitation, misapplication, neglect, misuse, running flat, overloading, under-or-over inflation, excessive speed over designed 50 mph for spare tire, improper installation, improper wheel alignment, improper mounting or dismounting, use of non-approved rim other than vehicle manufacturer's recommendations, use of puncture sealants, tire plugs, or fillers, noncompliance with safety, usage, or maintenance instructions or parameters, or any alteration to the tire such as, without limitation, grooving bead or sidewall decorative material or the addition of a white inlay (whitewall) to any tire.

(C) Weather cracking

(D) Loss of time, inconvenience, loss of use of the vehicle, costs of towing or transportation, and/or incidental or consequential damages of any type or nature. Vehicle or vehicle damage is not covered.

KENDA USA OBLIGATIONS

Defective tires qualifying for coverage under this Limited Warranty will be replaced either at no charge or at a discount in accordance with the terms of this Limited Warranty.

OWNER'S OBLIGATIONS

In order to claim under this Limited Warranty, you must present the allegedly defective tire in the USA or Canada. To obtain a no charge adjustment for tires, you must present proof of purchase date (such as vehicle dealer or tire retailer invoice). You are responsible for payment of all taxes, as well as retailer charges for services that you request but are not covered by the warranty. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

AVAILABILITY

If there is no KENDA Authorized Tire Dealer in your area, you must call 1-(800)-225-4714, 9AM-5PM Eastern Time, weekdays for instructions regarding the allegedly defective tire. KENDA USA may require that the tire be delivered by you, freight prepaid, to KENDA USA directly or to a specified KENDA Authorized Tire Dealer or other party designated by KENDA USA.

LIMITATION OF WARRANTY

Except as noted in this Limited Warranty and unless otherwise provided by law, THERE IS NO WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CLEAR TITLE, NONINFRINGEMENT, OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. This Limited Warranty is the entire warranty given by KENDA USA and KENDA USA's complete obligation is as set forth herein. No one has the authority to imply, suggest, agree, represent, warrant, or promise contrary to the terms hereof.

LIMITATION OF REMEDY

REPLACEMENT OF A DEFECTIVE KENDA AUTOMOTIVE SPARE TIRE AS SET FORTH HEREIN, EITHER AT NO CHARGE OR AT A DISCOUNTED CHARGE, AS APPLICABLE, CONSTITUTES THE SOLE AND EXCLUSIVE OBLIGATION OF KENDA USA AND THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO YOU IN THE EVENT OF BREACH OF ANY WARRANTY OR OF ANY AGREEMENT BETWEEN YOU AND KENDA USA OR ITS AUTHORIZED DEALERS.

LIMITATION OF LIABILITY

IN NO EVENT SHALL KENDA USA OR ITS AUTHORIZED DEALERS OR DISTRIBUTORS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES OR LIABILITIES (INCLUDING, WITHOUT LIMITATION, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOSS OF TIME, INCONVENIENCE, LOSS OF USE OF VEHICLE, TOWING, ROAD SERVICE, OR ANY OTHER CONSEQUENTIAL OR INCIDENTAL LOSS) IN CONNECTION WITH THE PURCHASE, USE, OR OPERATION OF THE TIRE, WHETHER DUE TO A BREACH OF WARRANTY, BREACH OF CONTRACT, OR OTHERWISE, EVEN IF KENDA USA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. NOTE: SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGE OR IMPLIED WARRANTIES, SO SUCH EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.

FOR WARRANTY QUESTIONS CONTACT:

American Kenda Rubber Ind. Co., LTD
7095 Americana Parkway
Reynoldsburg, OH 43068

800-225-4714

9:00 AM to 5:00 PM Eastern Time

or

Send an email to warranty@kendausa.com with any questions or to file a claim.