WARRANTY

JKTYRE automotive spare tires

WHO IS SUSCEPTIBLE TO THIS LIMITED WARRANTY?

This LIMITED WARRANTY applies only if:

1. You are the original owner and consumer of new JKTYRE automotive spare tires which bears the original department of Transportation code (DOT) tire sidewall.

2. And such tires are mounted on the vehicle they were originally installed, according to the vehicle manufacturer's or JKTYRE's recommendations.

WHAT IS WARRANTED AND FOR HOW LONG?

JKTYRE Limited Warranty on new automotive spare tires is subject to the following limitations, only against failures due to defective materials and workmanship causes.

Period: The next five (5) years after tire serial which date is determined by the Department of Transportation (DOT) – prescribed tire identification numbers, or the depth reaches to the TreadWear Indicator (TWI = 1.6 mm), whichever occurs first.

ABOUT REPLACEMENT

A) FREE COST: Subject to the limitations contained in this Limited Warranty, if a JKTYRE 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 JKTYRE automotive spare tire without charge.

B) NEW COMPARABLE JKTYRE: A "comparable" new JKTYRE 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 tread pattern configuration. If a higher priced tire is accepted as replacement, you will be responsible for the difference in price.

C) TREAD WEAR PRORATED DISCOUNT: If a defective tire does not qualify for free replacement, but there is another eligible warranty condition, covered under this Limited Warranty, will entitle you to a discount on the purchase of a new comparable JKTYRE automotive spare tire. The amount of the discount will be calculated proportionally to the treadwear percentage. For example, if 50% of the original tread remains on the defective tire, you will be entitled to a 50% discount off of the retail Price of a new comparable JKTYRE automotive spare tire. You are responsible for all labor costs for mounting, balancing and for all applicable taxes.

D) COMPUTING TREADWEAR: Treadwear is computed as a percentage of the original usable tread. The original usable tread does not include the last 1.6 mm of tread depth.

JKTYRE shall make all determinations regarding tread wear and eligibility for warranty coverage under this Limited Warranty in its sole discretion.

WHAT IS NOT COVERED BY THE WARRANTY?

A)This Limited Warranty does not apply if the damage, failure, irregular/premature treadwear or any other unconformity is caused by, resulting from, or arising out of external causes of manufacturing and workmanship including fire, accident, chemical corrosion, malicious mischief, vandalism, or road hazards and when the tire has been used out of manufacturer's specifications such as load, speed, temporary use and service. 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 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.

JKTYRE 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. 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. IF THERE IS NO JKTYRE AUTHORIZED TIRE DEALER ELIGIBILITY You are eligible for the benefits of this warranty (the "Limited Warranty") only if you are the original owner and consumer of new JKTYRE 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 JKTYRE's recommendations.

AVAILABILITY

JKTYRE may require that the tire be delivered by you, freight prepaid, to JKTYRE directly or to a specified JKTYRE Authorized Tire Dealer or other party designated JKTYRE.

LIMITATION OF REMEDY

REPLACEMENT OF A DEFECTIVE JKTYRE 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 JKTYRE AND THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO YOU IN THE EVENT OF BREACH OF ANY WARRANTY OR OF ANY AGREEMENT BETWEEN YOU AND JKTYRE OR ITS AUTHORIZED DEALERS.

LIMITATION OF LIABILITY

IN NO EVENT SHALL JKTYRE 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 THER 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 JKTYRE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

FOR WARRANTY CONTACT:

Hot line of 1-877-7-JKTYRE (558973) for 24//7/365 or send an email to <u>arrantiesjk@tornel.com.mx</u> with any questions or to file a claim.