



## Warranty Exclusion & Limitations

The Limited Warranty for Defects and the Limited Casing Retread Warranty will not apply if any of the exclusions or limitations on the applicability of these Limited Warranties set forth in this section below and other sections describing these Limited Warranties. Therefore, you should read all sections of the Sumitomo Medium Radial Truck Tire Limited Warranty document carefully because they may determine whether you are entitled to a warranty replacement or a warranty replacement allowance. The limited warranty provided the Sumitomo Medium Radial Truck tire you purchased does not apply if the tire failed because of any one of the following:

Tires installed on a vehicle registered or normally used outside the United States or Canada.

The tire was transferred to another vehicle after it was originally installed.

The tire is branded as "Blemish" or "NA" or the molded DOT number has been removed or disfigured.

The tire was repaired only with a self-vulcanizing plug, improper section repairs or in a manner that does not comply strictly with the Rubber Manufacturers Association's standards for tire repair, e.g., failure to dismount punctured tires for repair.

Tire failures caused by road hazard, potholes, or collision damage. Vandalism, theft, long-term improper storage or other willful abuse.

Improper mounting procedures, improper fitments or applications.

Tires placed in off-highway service, such as mining or logging environments.

Over and under inflation, overloading, or failure to maintain proper tire pressure.

Addition of liquids, solids or gases (other than air, nitrogen, carbon dioxide) such as sealers or balancing materials.

Ozone or weather cracks or checking occurring four (4) years after the date of purchase or, if that proof is not available, four (4) years after the DOT serial date.

Mechanical failures, improper alignment, or brake and shock failure. The wheel on which the tire is mounted is defective or fails.

Tires with "irregular tread wear" (which is defined as a tread groove depth differences of 2/32nds of an inch or more on the same tire).

NOTE: This warranty gives you specific rights, which vary from state to state. Some states do not allow the exclusion or limitation of incidental or consequential damages or a limit on how long an implied warranty may last, so certain limitations or exclusions herein may not apply to you. However, To the extent permitted by the laws of your state, TBC corporation disclaims all express or implied warranties other than the warranties stated in this limited warranty, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. Any implied warranty of merchantability, fitness for a particular purpose or otherwise is limited in duration and expires when the tire's Usable Tread is exhausted as specified in this limited warranty. To the extent permitted by law, this warranty does not cover and expressly excludes any coverage or liability for punitive or Special damages, for loss of time, inconvenience, loss of use of your vehicle or tire, lost profits or opportunity, loss of Good Will, or any other indirect, incidental or consequential damages. This is the only warranty that applies to the Sumitomo medium truck tires purchased by you and supersedes and replaces the terms of any previous warranty. Nothing in this Limited Warranty is intended to be a representation that tire failures cannot occur. TBC Corporation neither assumes nor extends, nor authorizes any other person or entity to assume or extend on its behalf, any additional or different warranty obligations or remedies. The limited warranties set forth above are the entire warranties given by TBC Corporation. The Remedies set forth in this warranty do not include a cash refund in lieu of a warranty replacement or warranty allowance unless TBC



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SU4105 08/12

# We've Got Your Number

## TRUCK TIRES

### Limited Warranty





## General

TBC Corporation extends to “you,” the original purchaser of a Sumitomo Medium Radial Truck Tire, the following two separate limited warranties and coverage benefits: (1) a limited warranty with respect to defects in material, workmanship or design (the “Limited Warranty for Defects”); and (2) a limited radial casing retread warranty (the “Casing Retread Limited Warranty”). You are eligible for the benefits of this limited warranty if the Sumitomo Medium Radial Truck Tire (a) was purchased after August 1, 2012, (b) you are the original owner of this tire, (c) bears the prescribed Department of Transportation (DOT) identification number, (d) has been continuously installed on the vehicle on which it was originally installed, and (e) no warranty exclusion or exception identified in this Limited Warranty applies.

## Limited Warranty for Defects

A Sumitomo Medium Radial Truck Tire covered by this Limited Warranty will be replaced with a comparable new Sumitomo Medium Radial Truck Tire or comparable medium radial truck tire marketed by TBC Corporation without charge for the tire if it becomes unserviceable due to a defect in design, workmanship, or material during the first 2/32nds of Usable Tread wear.

If a Sumitomo Medium Radial Truck Tire becomes unserviceable due to a defect in design, workmanship, or material after the first 2/32nds of Usable Tread is worn, you will be entitled to a prorated percentage allowance applicable to the purchase price of a comparable new Sumitomo Medium Radial Truck Tire or, if such tire is not available, with a comparable medium radial truck tire marketed by TBC Corporation. The amount of the allowance is determined based on the percentage of the original “Usable Tread” remaining when the tire is presented for adjustment. This percentage is applied to the new warranty replacement tire’s purchase price. You are responsible for paying for the remainder of the purchase price of the warranty replacement tire after the appropriate warranty allowance is deducted plus the charges for mounting and balancing the replacement tire as well as any applicable taxes. Once the Usable Tread of a Sumitomo Medium Radial Truck Tire has been exhausted (see below), the coverage and benefits of this Limited Warranty for Defects will terminate. However, a Casing Retread Limited Warranty allowance may apply, see below.

## Computing Remaining Usable Tread

The remaining “Usable Tread” of your Sumitomo Medium Radial Truck Tire is computed as a percentage of the original new Sumitomo Medium Radial Truck Tire’s Usable Tread depth. These depths vary by tire model and size. The original Usable Tread does not include the last 2/32nd inch (1.6 millimeters) of new tread depth because tires become unsafe for use and must be replaced to avoid accident or injury when the tread depth remaining is 2/32” or less. Because tires do not always wear evenly, tread depth may vary depending where on the tire’s tread depth is measured. The lowest depth on the tire is used to determine the remaining Usable Tread for purposes of warranty replacement or allowance and whether the tire casing may be retreaded.

## Casing Retread Limited Warranty

Sumitomo Medium Radial Truck Tire casings (except the Model ST778 SE and ST778 and all models placed in off-highway service) carry a Casing Retread Limited Warranty that is extended to the original purchaser for a four (4) year period following the tire’s original purchase date and the tire’s casing has only been the subject of a maximum of two retreadings. In the case of the Sumitomo Medium Radial Truck Tire Models ST778 SE and ST778, the Casing Retreading Limited Warranty applies if the tire becomes unserviceable during the five (5) year period following the original date of purchase regardless of the number of tire casing retreadings applied to the tire’s casing. Sumitomo Medium Radial Truck Tires used in off-highway service (such as mining & logging) are excluded entirely from the Casing Retread Limited Warranty.

If a Casing Retread Limited Warranty applies, the original purchaser shall receive the predetermined casing allowance set forth in the table below based on the Sumitomo Medium Radial Truck Tire model and size purchased towards the purchase of a comparable new Sumitomo Medium Radial Truck Tire or, if such tire is not available, towards the purchase of a comparable medium radial truck tire marketed by TBC Corporation:

## Limited Warranty Claim Procedures

The original purchaser must comply with each of the following procedures to qualify for any a warranty replacement or allowance provided under the Limited Warranties set forth above:

1. Present the unserviceable medium radial truck tire together with any tube & flap used with that tire, to an authorized Sumitomo tire distributor.
2. Complete and sign a Sumitomo tire claim form provided by that distributor.
3. Present to that distributor any evidence that may be necessary to establish entitlement to a replacement or allowance under the Limited Warranties set forth above (e.g., proof that claimant is original purchaser of the tire.)

Pay any applicable replacement tire price differentials, any distributor charges (e.g., those for mounting or balancing), and any applicable federal, state, or local taxes.



## Definition Of A Comparable Tire

For the purposes of your Limited Warranty for Defects and Limited Casing Retread Warranty, a new “comparable” warranty replacement tire will be supplied or a warranty allowance will be applied to “comparable” replacement tire if a matching new Sumitomo Medium Radial Truck Tire is out of production or is unavailable when the tire is presented for warranty replacement or allowance. In such case, the replacement tire will be or the warranty allowance shall be applied to a “comparable” substitute medium radial truck tire of equal price, quality and construction available from TBC Corporation. However, a “comparable” medium radial truck tire may have a different sidewall or tread configuration. If the purchaser requests that its warranty replacement or allowance be applied to or towards a higher-priced tire instead of a matching Sumitomo Medium Radial Truck Tire or a comparable medium radial truck tire available from TBC Corporation, the purchaser must pay the price difference for the “upgrade” after the appropriate replacement price or prorated allowance has been deducted.

| Tire Size            | * ST778SE / ST778 | All Other Lines |
|----------------------|-------------------|-----------------|
| 8.25R15 / 9R17.5     |                   | \$35.00         |
| 10.00R17.5           |                   | \$40.00         |
| 215/75R17.5          |                   | \$45.00         |
| 10.00R15 / 11R17.5   |                   | \$40.00         |
| 8.25R20              |                   | \$45.00         |
| 19.5 (all sizes)     |                   | \$45.00         |
| 255/70R22.5          |                   | \$50.00         |
| 9.00R20 / 10.00R22.5 |                   | \$50.00         |
| 10.00R22 / 11R22.5   | \$90 / \$50       | \$85.00         |
| 10.00R22 / 11R24.5   | \$90 / \$50       | \$85.00         |
| 11.00R20 / 12R22.5   |                   | \$85.00         |
| 12.00R20 / 11.00R22  |                   | \$85.00         |
| 13/80R20, 14/80R20   |                   | \$85.00         |
| 295/75R22.5          | \$90 / \$50       | \$85.00         |
| 285/75R24.5          | \$90 / \$50       | \$85.00         |
| 315/80R22.5          |                   | \$85.00         |
| 385/65R22.5          |                   | \$95.00         |
| 425/65R22.5          |                   | \$95.00         |
| 445/65R22.5          |                   | \$95.00         |

\* ST778SE & ST778 - \$90.00 on first & second retread, \$50.00 on third and thereafter. USD

FOR QUESTIONS ABOUT YOUR LIMITED WARRANTIES FOR SUMITOMO MEDIUM RADIAL TRUCK TIRES CONTACT:

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