

FALKEN TIRE LIMITED WARRANTY

For questions: technical@falkentire.com

Effective November 1, 2013

I. Tires Covered by this Warranty:

This limited warranty applies to FALKEN brand steel belted radial passenger car and selected light truck tires bearing the complete description and serial number as required by the DOT. This warranty applies only to tires purchased after November 1, 2013. Tires purchased before that date are subject to previous published warranties. This warranty is effective only to tires for which claims are made within five years of date of production, based on the tire DOT serial number.

II. What is Warranted and for How Long:

A. Material and Workmanship Warranty:

1. Every Falken brand radial tire is warranted against defects in material and workmanship for the usable life of the original tread, ending at the appearance of the tread wear out indicators at 2/32" remaining tread depth.
2. If a tire becomes unserviceable due to such defect within the first 2/32" of wear; it will be replaced free of charge with a comparable FALKEN tire.
3. After the first 2/32" wear, a prorated adjustment credit to the customer will be given based on the percentage of remaining usable tread depth, down to the remaining 2/32" wear bars, at which point no credit is due.
4. OUT-OF-ROUND or OUT-OF-BALANCE claims will be accepted for adjustment only during the first 1/32" of the original tread depth, and tires will be replaced free of charge with comparable FALKEN tires. A set of four (4) tires from the same vehicle will not be accepted for out-of-round or out-of-balance claims.

B. Limited Mileage Warranty:

FALKEN brand radial tires listed below are warranted to achieve the following mileages before becoming worn out at 2/32" remaining tread depth. Prorated adjustment credit will be given based on percentage of mileage not achieved. This mileage warranty is applicable only for normal highway use when all of the owners obligations listed below in Section IV are met. Warranty does not apply to any FALKEN designs not listed.

Passenger Car Tires: Miles / km

SN211 (All Sizes) 80,000 / 128,000

ZE912 (60/65 Series) 65,000 / 104,000

ZE912 (55 Series and below) 40,000 / 64,000

ZE329 & ZE512 (60/65 Series) 60,000 / 96,000

ZE329 & ZE512 (55 Series and Below) 30,000 / 48,000

PT722 (440-A-A UTQG) 40,000 / 64,000

PT722 (600-A-A UTQG) 60,000 / 96,000

ZE950 (600-A-A UTQG/H&V Rated) 65,000 / 104,000

ZE950 (500-A-A UTQG/W Rated) 45,000 / 72,000

ZE914, FK452, FK453, FK453CC, HS439, HS449, RT615K, ESPIA EPZ No Mileage Warranty

Light Truck Tires:

WILDPEAK A/T (No warranty on 33" and above overall diameters) 50,000 / 80,000

WILDPEAK H/T 60,000 / 96,000

S/TZ04 & S/TZ05 (All Sizes) 50,000 / 80,000

R52 Heavy Duty No Mileage Warranty

III. What is Not Covered (Exclusions):

- A. Unserviceability due to road hazard damages (cuts, snags, punctures, bruises, impact breaks, etc.) improper repair technique or materials, improper inflation, overload, irregular wear, wheel imbalance, defective vehicle mechanical components (brakes, suspension, wheels, etc), improper suspension alignment, accident, fire, chemical damage, damage from chain use, racing, off-road use, runflat, improper installation, vandalism, or abuse.
- B. Tires on any vehicle registered and normally used outside the 50 United States, Puerto Rico, and Canada.
- C. Tires branded "NA" or having the DOT number removed.
- D. Tires presented for warranty claim by other than the original purchaser, or tires that were transferred to another vehicle from the one upon which they were originally installed, regardless of by whom. This warranty is not transferable.
- E. Any tires whose failure is caused by any previous damages or repairs.
- F. Any cost of tire repair or retreading is not covered by this warranty and will be solely borne by the tire owner.
- G. The mileage warranty is not applicable if tires are used in commercial service, or determined at our discretion, have premature or irregular wear due to abusive service or defective vehicle conditions. Abusive service includes off-road use, excessive mountain road driving, racing, or passenger car tires on pick-up, RV, or utility vehicles.
- H. Mileage warranty does not apply to vehicles with staggered tire fitments.
- I. Tires that have tread siping or otherwise modified from the original design.

IV. Owners Obligations:

At the time of purchase, the tire(s) must be properly installed, balanced, and air pressure set to the vehicle manufacturer's specifications if original equipment size, or at an air pressure adequate to carry the vehicle load if a different replacement size. At least monthly owner must check tire air pressure with a gauge and inflate to recommended cold PSI level. Do not rely on car servicers to perform the checks. Tires must be rotated at least every 5,000 miles, or earlier if unequal wear is occurring, and proof of compliance must be recorded on the warranty card. Owner must have tires rebalanced if vibration is experienced, and alignment must be checked if unequal or rapid wear is occurring, or when scheduled by the vehicle maker. All warranty claims must be presented to an authorized Falken dealer. Tire owners must present their warranty card verifying mileage, proof of date and place of purchase, to make a mileage warranty claim. The name of the FALKEN dealer from whom the tires were purchased must be included on the form.

V. Legal Rights:

ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SHALL BE LIMITED IN DURATION TO THE ABOVE PERIOD. TO THE EXTENT PERMITTED BY LAW, FALKEN TIRE CORPORATION SHALL NOT BE RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SUCH AS LOSS OF USE OF THE TIRE OR THE VEHICLE ON WHICH IT IS USED, INCONVENIENCE, OR COMMERCIAL LOSS. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE. THIS IS THE ONLY EXPRESS WARRANTY APPLICABLE TO FALKEN BRAND TIRES, AND SUPERSEDES THE TERMS OF ANY PREVIOUS WARRANTY. FALKEN NEITHER ASSUMES NOR AUTHORIZES ANYONE TO MAKE OR ASSUME FOR IT ANY OTHER WARRANTY.

WARRANTY ADJUSTMENT POLICY AND PROCEDURES

Effective November 1, 2013

Tires sold by Falken Tire Corporation ("FTC") may be submitted for warranty adjustment by dealers only within five (5) years from the DOT number date of production, using the following guidelines.

Claim Forms:

Each tire submitted by dealers must be listed on and accompanied by an FTC Warranty Adjustment Claim Form. Up to ten tires may be reported per form. Forms are serial numbered for control and later credit memo reference, and must not be copied for multiple use. Tires received by FTC without claim forms will not be processed for adjustment. Call 800-723-2553 or contact your FTC sales representative to request forms.

After fully completing the form with all required information, send the original white form in an envelope taped to one of the tires, with the shipment to the FTC warehouse shown on the next page that services your area. Detach and keep the yellow copy for your records.

Tire Claim Number and Damage Marking:

Each tire must be clearly marked with tire crayon or grease pen with the claim form serial and line number that relates to that tire. (Example "525806-1" for claim form

525806, line 1.) If the FTC inspector has trouble identifying a claim, processing delay of your credit may occur.

If possible mark the site of the damage or problem area with chalk. If FTC cannot find the problem, you may not get the credit you are seeking.

Returning Warranty Tires to FTC Warehouses:

Dealer or Distributor locations with warranty return tires must contact their servicing FTC Warehouse Manager for return approval and shipping instructions.

Locations within FTC's local delivery areas may have warranty adjustment tires picked up by FTC trucks if so serviced, or you may bring the tires to the warehouse when will-calling an order. In any case, customers must contact their servicing FTC warehouse Manager for approval before making a return.

Customers may also ship adjustment tires to their servicing FTC warehouse. FTC must authorize all returns prior to shipment. Freight collect shipments without prior authorization will not be accepted.

On shipping documents identify the cargo as: "Class 50 – Scrap Tire Having No Value".

FTC will pay freight cost on all adjustment tires subject to the following limitations:

- (a) Shipments of 1,000 lbs. or more Freight Prepaid
- (b) Shipments of less than 1,000 lbs. One (1) freight prepaid shipment every 60 days per location.

For general estimation purposes, the following weights may be used in load calculations:

Passenger – 20 lbs. each Light Truck – 45 lbs. each Medium Truck – 100 lbs. each

WARRANTY ADJUSTMENT PERCENTAGE CALCULATION:

For mileage warranty, calculate the miles received divided by the warranty level, then subtract 1. That will give you percentage credit due customer.

Use the chart and data below to calculate the credit due to customers presenting tires for workmanship / materials warranty claim consideration. The chart is based on a standard wear-out depth of 2/32", when the wear bars appear, and the legal wear limit in most states.

Charge the customer the replacement tire price minus the percentage shown below. The percentages have been rounded to the nearest whole number.

If you wish, the exact percentage can be calculated using the following formula:

$ADJ\% = (\text{measured tread depth} - 2/32) \text{ divided by } (\text{original depth} - 2/32)$

Example: A tire with original depth of 11/32 is worn to 6/32 remaining. The calculation is: $(6-2) / (11-2) = 4 / 9 = 0.444$, or 44.4% (chart shows 45%)

Adjustment Percentage Due to Custom

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WARRANTY ADJUSTMENT POLICY AND PROCEDURES - CONTINUED

Effective October 1, 2012

Dealers in each region must ship warranty adjustment tires to their assigned servicing FTC warehouse.

West of and in MT, WY, CO, NM: ND, SD, NE, KS, OK, TX, and Eastward:

Falken Tire California Warehouse Falken Tire Tennessee Warehouse

13649 Valley Boulevard 8051 Eastgate Boulevard

Fontana, CA 92335 Mt. Juliet, TN 37122

Phone: 909-466-1116, ext 358 Phone: 615-443-6109

Mileage Warranty Claim Documentation Requirements:

To receive proper credit for adjustments based on published Falken mileage warranties, all required supporting documentation (i.e., completed warranty pamphlets and tire rotation service records) must be submitted with claim forms. Claims received without documentation may be deemed as non-adjustable and may not be processed for adjustment credit.

How Credits Are Calculated:

Warranted failure adjustment credits are pro-rated based on the amount of usable tread depth remaining on the tire. Tires are deemed worn out at the appearance of the tread wear bars across grooves, at 2/32 remaining tread depth and no credit will be issued thereafter.

Mileage warranty adjustment credits are pro-rated based on the percentage of unachieved miles divided by the particular model warranted miles.

Pro-rated credit percentage is then calculated based on the dealer's current buying price in our system.

Non-Uniformity Claim Adjustments:

Non-uniformity, including out-of-round, or out-of-balance adjustments will only be accepted during the first 1/32" tread wear. A claim for non-uniformity for a set of four (4) tires from the same vehicle will not be accepted.

What is Not Considered for Adjustment:

Tires will not be accepted for adjustment credit if they have been previously repaired have sustained irregular wear due to improper inflation, misalignment, improper vehicle application, have sustained operational abuse, or have been damaged during mounting or demounting.

Non-Adjustable Tire Notification and Returns:

Dealers will be notified in writing of those tires that have been inspected and are not considered for adjustment. Due to limited scrap tire storage space, non-adjustable tires will be destroyed 20 days from the date of dealer notification, unless the dealer had made prior disposition arrangements. Tires requested by the dealer to be returned will be shipped back at dealer expense.

FREE TRIAL RIDE PROGRAM

If for any reason you are not satisfied with your new set of four eligible Falken tires within 30 days or 1,000 miles from date of purchase you may return them to the **original place of purchase** for a full reimbursement (limited to the purchase price of the tires). Please see your Falken Dealer for full details.

Additional Safety Warnings

Tire Mix Usage. Never mix tires of different size or construction and or type on an axle (Except for temporary use spare tire). Always refer to vehicle owner's manual for proper tire fitment.\

Winter Tires. Falken recommends all four Tires be replaced when installing Snow Tires. Never use just two Snow Tires – It could lead to adverse handling, loss of control, which could cause serious injury or death.

Speed Rating. The speed capability of the replacement tire(s) must always equal or exceed the original equipment tires. Falken does not recommend the use of mixing different speed ratings on a vehicle. This can cause poor handling and unpredictable steering. If the Tire(s) have been repaired, damaged, or modified from its original condition – then the Tire (s) should be treated as a non-speed rated tire.

For Winter Tires- it's acceptable to use winter tires with a lower speed rating then the OE tires, but the vehicle maximum speed must be reduced to correspond with the new tires speed rating. Falken recommends reducing driving speed when driving in adverse weather conditions.

Tire Load. The load carrying capacity of the replacement tire(s) must always equal or exceed the carrying capacity of the original equipment tires. When changing tires sizes – commonly called "Plus Sizing" please consult the vehicle placard for original Load carrying capacity and air pressures. Always ensure that the replacement tires load capacity is equal to or above the original tire to ensure safe operation.

Tire Aging. Falken recommends tires which have been in use for 5 years or more should be inspected regularly by a qualified tire specialist. Plus any tire that is 10 years or older from the date of manufacture, including spare tires, be replaced with new tires regardless of appearance, even if the tires have not reached the legal wear out limit.

Tire Inflation / Overloading. Serious injury or death may result from tire underinflation or overloading. Follow owner's manual and the car's tire information placard for proper inflation pressures and load carrying capacities. Never exceed tire maximum air pressure as listed on tire's sidewall.

Tire Overall Diameter. If you choose a replacement tire that exceeds the vehicle design criteria range for tire diameter, you may be changing the original handling characteristics of the vehicle. In some cases, vehicle systems such as Brakes, Suspensions and alignment may be affected. On sport Utility Vehicles (SUV) and light trucks, any increase in tire overall diameter, and the lifting of vehicle suspension to accommodate the larger size, may result in changes of vehicle ride height and resultant changes in rollover characteristics, braking distances, and handling. You must ensure any tire size and suspension changes allow for safe operating control under all driving conditions.