

TERMS AND CONDITIONS FOR KAL TIRE CUSTOMER CARE PLAN

Mechanical Warranty and Custom Wheel Warranty for Passenger and Light Truck Vehicles

Kal Tire's warranty for tires, wheels & mechanical services is limited. Please read and understand the terms and conditions outlined below which are incorporated into and apply to all warranties covered by the Customer Care Plan, the Mechanical Warranty and the Custom Wheel Warranty.

Overall Warranty: All warranty coverages provided by Kal Tire (including tires, wheels, and mechanical services) are only valid when installation (including, but not limited to, installation of tires and installation of mechanical parts) is performed by a Kal Tire technician. Warranty coverage is null and void if/when customers use alternative service providers for installation or opt to self-install components or parts.

Kal Tire's obligation to be bound by the warranty applies to Passenger and Light Truck vehicles only (excluding those vehicles used in Commercial or Severe Service Applications as described below), and is conditional upon the customer adhering to all of the customer obligations as well as the qualification requirements set out in these Terms and Conditions.

Kal Tire's obligation to be bound by the warranty does not apply if, in the sole opinion of Kal Tire, the customer vehicle has been damaged by modifications, damage by accident, misuse, negligence, fire, act of God, or alterations made by the customer or a third party.

Limitation of Liability: For any parts, labour or products claimed to be defective, the customer must bring the vehicle in to any Kal Tire location to be inspected by a Kal Tire representative within the warranty period. Any parts, labour or products found to be defective and covered by the warranty, shall be repaired or replaced, at the option of Kal Tire. The liability of Kal Tire shall be limited to the original purchase price and does not include any consequential damages of any kind, including but not limited to: loss of vehicle or equipment, loss of time, towing, loss of revenue, or inconvenience.

Qualifications for Warranty Coverage: Warranty coverage for all products and services (including tires, wheels and mechanical services) is provided in accordance with Kal Tire's warranty terms & conditions and all of the following:

- The full purchase price for the parts, labour or products must have been paid to a Kal Tire location within Canada;
- All claims must be made within 30 days of the discovery of the alleged defect;
- The warranty is for the exclusive benefit of the customer on the invoice and is not transferable;
- The warranty is tied exclusively to the vehicle for which the parts, labour or products were originally purchased; and,
- The original invoice must be presented at the time of the warranty request.

Exclusions: Kal Tire reserves the right to exclude warranty coverage to vehicles deemed to have been used in certain applications where abnormal wear and stresses can occur, or where Kal Tire deems the failure of the part to be in no way related to the material or workmanship. These can include but are not limited to;

- Vehicles used in off-highway applications such as mines, leases, forestry, farming or racing
- Failure due to vehicles involved in accidents
- Failure or damage caused by misuse or neglect

Commercial and Severe Service Applications: Vehicles used in "commercial or severe service applications" are not covered under our Customer Care Plan for tires nor our full Mechanical Warranty, with the exception of our 365 Day or 20,000 km Part and Labour Mechanical Warranty, for which they do qualify.

Vehicles used in "commercial or severe service applications" are defined as:

- Vehicles with a payload rating over 1 ton;
- Vehicles labeled with company badges, logos or signage;
- Vehicles equipped with multiple (two or more) aftermarket accessories including (but not limited to): two-way radios, laptops, sirens or beacons, truck bed fuel tank; and/or
- Vehicles used in excess of 50,000 km annually

By purchasing parts, labour or products from Kal Tire, the customer accepts and agrees to these terms and conditions including without limitation all the terms and conditions of the invoice. The warranties provided in the Customer Care Plan, in the Mechanical Warranty and in the Custom Wheel Warranty are in substitution for damages to which the customer might otherwise be entitled at law or in equity, and in particular, in lieu of an action for fundamental breach of contract, the customer will be bound by the provisions of such warranty(ies).

The warranty(ies) provided in the Customer Care Plan, in the Mechanical Warranty and in the Custom Wheel Warranty are exclusive and in lieu of all other warranties, agreements, representations or conditions of Kal Tire whether written, oral, collateral, statutory, implied or otherwise, including without limitation, the implied warranties of merchantability and fitness for a particular purpose, and Kal Tire shall not by virtue of having sold the product, parts or labour be deemed to have made any other warranty, agreement, representation or condition whatsoever.



■ CUSTOMER CARE PLAN FOR TIRES

Upon purchase of tires for Passenger and Light Truck vehicles from Kal Tire, Kal Tire will provide the following FREE Customer Care Plan to the original purchaser and in respect of the original vehicle for which the tires were purchased. Excludes motor homes and specialty line applications, i.e. Off-Road (construction and mining) and Mud Buggers, as well as medium truck tires (commercial vehicles, semi-trucks and trailers). The claim under the Customer Care Plan for Tires for your Passenger and Light Truck vehicles vehicle may be made at any Kal Tire location during regular business hours. The tires and the vehicle for which the claim is being made, along with the customer's copy of the original invoice must accompany any claim.

Tread Wear Expectation: If the eligible tire(s) wear evenly across the face of the tread and wear down to 2/32 of an inch prior to the kilometre guarantee for the specific tire(s) as provided by the tire manufacturer, Kal Tire will replace the tire(s) with comparable new tires at a pro-rated price. Pro-rated price will be calculated by dividing the actual distance travelled by the expected distance, multiplied by the current price. It is the purchaser's obligation to ensure proper tire care and to avoid abnormal use to prevent abnormal wear, otherwise this warranty will be voided. Proper tire care include: tire rotation every 8,000 to 10,000 km, properly aligned wheels, and proper tire inflation. Please keep a record of all tire rotations and wheel alignments, as Kal Tire reserves the right to require these for warranty claims. Tire inflation should be checked once a month.

Road Hazard Protection: Any of the tires which fail and in Kal Tire's opinion are not repairable due to road hazard damage like cuts, bruises, and punctures, will be replaced with a comparable new tire within the first 30 days of purchase at no charge, excluding installation charges which are the responsibility of the purchaser. After the first 30 days, from the purchase date, any tires, which fail due to road hazard damage and are not repairable in our opinion, will be replaced with a comparable new tire to be paid for by the purchaser at a replacement cost for the tire(s) which will be calculated on a pro-rated basis. The replacement cost will be calculated as follows: percentage of tread depth used multiplied by the current selling price of the replacement tire at the time of return, plus associated installation charges.

30 Day satisfaction guarantee: If you are unhappy with your tires with-in 30 days of purchase and you have worn no more than 2/32's of tread, bring them back and Kal Tire will provide a full credit of the purchase price of the tires towards a new set of tires. Installation charges will apply.

Free Flat Repairs: If you get a flat tire and it is repairable, bring your vehicle into any Kal Tire location and we will fix the tire at no charge for the entire life of your tires.

Purchaser's Obligation: Proper tire care is necessary to obtain the maximum mileage and wear from a tire, and to qualify for the Customer Care Plan. You are required to rotate and inspect your tires every 8,000-10,000 km. Kal Tire provides this service at no charge. Purchasers must also ensure their vehicle is in proper alignment to prevent abnormal tire wear. Abnormal wear could void our Customer Care Plan for tires warranty. You also need to ensure that the tires operate at the proper cold inflation pressure as outlined in the owner's manual or on the invoice. Tire inflation should be checked once a month. This will be provided at no charge by any Kal Tire store.

■ MECHANICAL WARRANTY

365 Day or 20,000 km Part and Labour Mechanical Warranty Kal Tire's 365 Day or 20,000 km Part and Labour Mechanical Warranty provides that the services performed on Passenger and Light Trucks will be free from defects in either material or workmanship (some exclusions do apply) and that the original purchaser is covered for a period of 365 days or 20,000 km (whichever comes first) from the original date or mileage of purchase of the service. If either the material or workmanship fail within this time frame, Kal Tire will have the option to either perform the repair again at no charge or refund the original repair bill less any refunds or credits previously applied to the repair (if applicable). Warranty parts may be substituted with like or similar parts at the discretion of Kal Tire. Warranty repairs shall in no case exceed the costs of the original repair or service.

Exclusions from the 365 Day Mechanical Labour Warranty:

- Wheel Alignments;
- Internal repairs to any engine, transmission, transaxle or differentials;
- Glass related repairs;
- Oil and or axle seals;
- Labour associated with customer supplied parts;
- Any repairs or materials related to body repair work; and,
- Fluid and/or lubricant flushing or replacement services.

Lifetime Steering and Suspension Warranty Kal Tire's steering and suspension warranty covers the following steering and suspension components for the lifetime of the part for the original purchaser: control arms, ball joints, drag links, track bars, tie rod ends, idler arms, pitman arms, shocks and struts. This warranty does not include electronically controlled suspension components, rack and pinion steering, steering boxes or electronic steering devices.

3 Year or 40,000 km Brake Warranty Kal Tire warrants to the original purchaser of all brake related repair for a period of 3 years or 40,000km (whichever comes first), this includes replacement parts and labour. Our Brake Warranty covers Kal Tire brake packages, brake pads, rotors, shoes or drums, hydraulics such as brake calipers or wheel cylinders and master cylinders, brake hoses or lines.

Exclusions to our 3 year 40,000km brake warranty:

- Warping of brake rotors (90 days warranty from date of purchase)
- ABS or electronically controlled components (Limited to 365 day labour and extended part warranty)

■ KAL TIRE'S CUSTOM WHEEL WARRANTY

Kal Tire's Aftermarket Limited Warranty provides that our Core Racing, Klasse Motorsports, Street Gear, Black Iron, Fuel Off-Road, KMC XD Series, and Moto Metal wheels are warrantied as free from structural failure under normal and intended use as long as the original retail purchaser owns the product and provided that it is used on the original vehicle for which it was purchased. If found to have a structural defect, the wheel will be replaced with a comparable wheel at no cost to the original purchaser for as long as they own the wheel. Purchaser is responsible for the labour costs associated with installation of the new wheels. In addition, chrome plated aluminum wheels and PVD (black chrome) have a 15-month warranty against chrome peeling on the face of the wheel only. Polished wheels oxidize and require regular maintenance. Their finish is not covered by this warranty. Painted and machined wheels have a 2-year finish warranty. Fuel Off-Road wheels have a 1-year warranty on finish. OUR SOLE AND EXCLUSIVE OBLIGATION UNDER this warranty shall be to repair or replace, at our sole discretion, any product that does not conform to this warranty and is returned for visual inspection. The warranty claim must be accompanied by the original invoice.

This warranty is not applicable if:

- Damage occurred from use during winter months causing problems with the finish and or pitting. (Excludes painted wheels or those wheels that are "winter rated".)
- Corrosion or damage occurred due to improper maintenance.
- Damage or structural failure occurs as a result of an accident or road conditions.
- Damage or structural failure occurs as a result of racing applications.

