



## **Maxxis Canada Limited Warranty - Automotive Tires**

**This policy applies to Maxxis automotive tires sold and used within CANADA ONLY.**

THIS LIMITED WARRANTY GIVES YOU SPECIFIC RIGHTS. YOU MAY HAVE OTHER RIGHTS IN ADDITION TO THIS LIMITED WARRANTY THAT VARIES FROM PROVINCE TO PROVINCE.

### **Eligibility for Limited Warranty**

This Limited Warranty applies only if all of the following conditions are met:

- (A) You are the original purchaser of the MAXXIS brand radial passenger/light truck tire,
- (B) The tire was originally installed by the authorized dealer/distributor on the vehicle at time of purchase,
- (C) The tire is the appropriate size and load range for the vehicle according to the vehicle manufacturer's recommendation,
- (D) You follow the **Limited Warranty Claim Procedures** described in this booklet within 48 months of the date of purchase of the tire or 5 years from the manufacture date,
- (E) You present at the time of the claim under this Limited Warranty your original purchase receipt for the tire and the properly completed tire installation and tire rotation service records confirming the time and place of rotation intervals every 8,000 to 12,000 kilometers, and
- (F) Limited Warranty coverage is not otherwise excluded by one or more of the provisions of this booklet.

#### **\*\* Important Note**

Please read and understand the section of this booklet entitled "WHAT IS NOT COVERED" because this Limited Warranty does not apply to certain types of tire damage and/or wear.

### **Limited Warranty on Materials and Workmanship During First 50% of Treadwear**

Limited Warranty coverage is for 48 months from the date of purchase or 5 years from the manufacture date.

Should a MAXXIS radial passenger/light truck tire be determined unserviceable by an authorized dealer/distributor due to a condition other than one listed in the "WHAT IS NOT COVERED" section of this **booklet**, the tire will be replaced with the same or comparable new MAXXIS radial passenger/light truck tire at no charge (other than labor and taxes) during the first 50% of treadwear.

**YOU ARE REQUIRED TO PAY ALL LABOUR COSTS INCURRED IN MOUNTING AND BALANCING THE TIRE IN ADDITION TO ALL APPLICABLE TAXES.**

**\*\* Ride, balance, out of round tires and vibration complaints after the first 2/32nds inch (1.6mm) of the treadwear will not be covered.**

### **Limited Warranty on Materials and Workmanship After First 50% of Treadwear**

Limited Warranty coverage is for 48 months from the date of purchase or 5 years from the manufacture date.

After the first 50% of treadwear, should a MAXXIS radial passenger/light truck tire be determined unserviceable by an authorized dealer/distributor due to a condition other than those listed in the "WHAT IS NOT COVERED" section of this booklet, you will receive a replacement pro rated credit toward the purchase of a comparable new MAXXIS tire equal to the percentage of useable tread remaining. Usable tread does not include the last 2/32nds inch (1.6mm) of tread depth since tires worn beyond 2/32nds inch (1.6mm) are considered unsafe by law in many provinces.

**YOU ARE REQUIRED TO PAY ALL LABOUR COSTS INCURRED IN MOUNTING AND BALANCING THE TIRE IN ADDITION TO ALL APPLICABLE TAXES.**

### **Limited Treadwear Warranty**

Should the tread on your MAXXIS brand radial passenger/light truck tire (P-metric & Euro-metric sizes only) wear out evenly to a depth of 2/32nds inch (1.6mm) before the mileage for the specific tire model purchased (as indicated by this booklet), you will receive the same or comparable new MAXXIS brand radial passenger/light truck tire (P-metric & Euro-metric sizes only) at a replacement charge based upon actual mileage. LT (light truck) designated tires do not qualify for the limited treadwear warranty (L.T.W.).

The portion of the full retail price for the replacement tire that you pay as your replacement charge is based on the actual mileage received to the mileage specification.

The following example illustrates calculation of the replacement charge: Using the MAXXIS MA-1 with a 96,000 Kilometers, L.T.W., assumes that at 80,000 Kilometers the tread depth reaches 2/32nds inch (1.6mm). Your new tire charge is calculated as follows:

1.  $80,000 \div 96,000 = 83.30\%$

2.  $0.833 \times$  Current suggested retail price of replacement tire = amount you are responsible for paying an authorized dealer/distributor.

YOU ARE RESPONSIBLE FOR PAYING THE LABOUR COSTS OF MOUNTING AND BALANCING IN ADDITION TO ALL APPLICABLE TAXES.

### **LIMITED TREADWEAR WARRANTY EXCLUSIONS**

VEHICLES USED IN COMMERCIAL SERVICES, INCLUDING BUT NOT LIMITED TO EMERGENCY VEHICLES, POLICE CARS, TAXI CABS, COURIER SERVICES, TRAILERS, RACE CARS, AND NON-PASSENGER SERVICE VEHICLES ARE NOT ELIGIBLE FOR THIS LIMITED TREADWEAR WARRANTY. TRAILER TIRES ARE COVERED UNDER THE MAXXIS LIMITED WARRANTY – TRAILER TIRES.

### **WHAT IS NOT COVERED BY THIS LIMITED WARRANTY POLICY**

- Road hazards, including but not limited to, cuts, snags, punctures, bruises, impact brakes, tire plugs, and/or any other damage caused by tire repair.
- Tire failure or damage resulting from improper operation or maintenance such as, but not limited to, overloading, excessive speed and inflation practices causing excessive operational temperatures that exceed specifications, misapplication, vandalism, use of puncture sealants, and/or fillers which affect the tire's pneumatic qualities, fire and/or chemical corrosion. Misapplication includes, but is not limited to, the use of passenger tires on trailers where ST tires are required or on pickup trucks where LT tires are required.
- Irregular treadwear resulting from improper wheel alignment, under or over inflation, tire abuse (such as spinning), improper mounting or dismounting, vehicle mechanical problems (such as faulty, worn or malfunctioning brakes and/or suspension, etc.), damaged wheels, tire truing, snow/ice chain usage, flat spots caused by panic braking, tires involved in accidents and tires used for racing purposes.
- Tire alterations such as, but not limited to, bead or sidewall decorative material and/or adding a white inlay (whitewall) to any tire.
- Ride, vibration, and/or out of round problems occurring after the first 2/32nds inch (1.6mm) of treadwear determined not to result from any problem covered under the Materials and Workmanship Limited Warranty.
- Loss of time, inconvenience, towing or loss of use of the vehicle and/or consequential damage.

ANY TIRE, NO MATTER HOW WELL-CONSTRUCTED, MAY FAIL IN SERVICE OR OTHERWISE BECOME UNSERVICEABLE DUE TO CONDITIONS BEYOND THE CONTROL OF THE MANUFACTURER. THIS WARRANTY IS NOT INTENDED AS A REPRESENTATION THAT A TIRE FAILURE CANNOT OCCUR.

### LIMITATION OF WARRANTY

Except as noted in this booklet and unless otherwise provided by law, THERE IS NO WARRANTY OF MERCHANT ABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESSED OR IMPLIED.

### LIMITATION OF REMEDY

Full and/or prorated replacement of a MAXXIS radial passenger tire CONSTITUTES THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO YOU IN THE EVENT OF BREACH OF ANY WARRANTY OR OF ANY AGREEMENT BETWEEN YOU AND MAXXIS OR ITS AUTHORIZED DEALER/DISTRIBUTOR.

### LIMITATION OF LIABILITY

In no event shall MAXXIS or its authorized dealer/distributor be liable for any incidental, indirect, special or consequential damages or liabilities (including, but not limited to, 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.

### YOUR OBLIGATIONS UNDER THIS LIMITED WARRANTY

In order to claim under this Limited Warranty, the tires must be properly installed, air pressure should be checked at regular intervals, and the tires must be rotated, balanced, and the alignment checked every 8,000 to 12,000 Kilometers. Charges for required maintenance are your responsibility. Service records for all such required maintenance must be kept and presented upon any claim under this Limited Warranty.

### WARRANTY CLAIM PROCEDURE

A claim under this Limited Warranty may be made by presenting to the MAXXIS authorized dealer/distributor the original proof of purchase for the tires, the tires that are the subject of the claim still mounted on the original vehicle, and the service maintenance records discussed in this Limited Warranty.

### CONTACT INFORMATION

For further assistance, please contact:

Maxxis International – Canada  
400-C Chrysler Drive,  
Brampton, Ontario,  
L6S 5Z5  
905-789-0882

### Specific mileage warranties:

For details, Please refer to [www.Maxxis.com](http://www.Maxxis.com)

### TIRE REGISTRATION

To register your Maxxis Tires please go to  
[WWW.MAXXIS.COM](http://WWW.MAXXIS.COM)  
You will need the original bill of sale and DOT numbers from the tires to register

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### MAXXIS WARRANTY CLAIM FORM

Date: \_\_\_\_\_  
Year: \_\_\_\_\_ Make: \_\_\_\_\_  
Model of Vehicle: \_\_\_\_\_  
Tire Removal Date: \_\_\_\_\_  
Odometer Reading: \_\_\_\_\_

Owner's Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
Province: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Tire Size: \_\_\_\_\_  
Reason Removed: \_\_\_\_\_

Dealer's Name: \_\_\_\_\_  
Dealer's Address: \_\_\_\_\_  
City: \_\_\_\_\_  
Province: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Dealer's Sig: \_\_\_\_\_  
Owner's Sig: \_\_\_\_\_  
Tire Identification Number, Tire: \_\_\_\_\_  
#1 \_\_\_\_\_ #2 \_\_\_\_\_  
#3 \_\_\_\_\_ #4 \_\_\_\_\_