

# TERMS & CONDITIONS.

## 1. GENERAL TERMS.

- 1.1 The BMW Tyre Warranty programme (hereinafter referred to as "Tyre Warranty") is only applicable for vehicles driven for personal use and is not applicable to vehicles used for commercial purpose (e.g. car-for-hire, taxi, driver car services).
- 1.2 For factory-fitted tyres marked with a star, or for purchasing a replacement (aftersales) tyre marked with a star (hereinafter referred to as "star-marked tyres") and upon receipt of the warranty certificate, the star-marked tyres may be covered by the Tyre Warranty.

## 2. RISKS COVERED BY THE TYRE WARRANTY.

- 2.1 The star-marked tyres with valid tyre warranty certificates are covered by BMW Malaysia Sdn. Bhd. (hereinafter referred to as "the Warrantor") within the framework of the Tyre Warranty provided that there is no other existing guarantee and/or insurance covering the tyre of the vehicle. The Tyre Warranty is only valid for the factory-fitted and/or genuine star-marked tyres purchased at BMW's authorised dealers in Malaysia.
- 2.2 The Tyre Warranty only covers the damages on the star-marked tyres due to the following:-
  - a) damage due to pointed and/or sharp objects e.g. nails, pieces of glass, etc.; and
  - b) damage due to direct collision with the edges of kerb stones and/or potholes.

## 3. COVER IN THE CASE OF A CLAIM.

- 3.1 In the event a claim is made within the duration of the Tyre Warranty as stated in the tyre warranty certificates and is covered under the terms outlined in paragraphs 2.2a – 2.2b above, the Warrantor will provide compensation according to the following table of tread depth of the damaged tyre:

Residual tread depth in mm	>7.0	6.9-6.0	5.9-5.0	4.9-4.0	3.9-3.0	<3.0
Depreciation value	0%	20%	40%	60%	80%	100%
Compensation value	100%	80%	60%	40%	20%	0%

The compensation value is calculated based on the prevailing recommended retail price (RRP) of Warrantor.

- 3.2 The compensation value above is strictly subject to validity of the Tyre Warranty and verification on the cause of the damage to the tyre(s) by BMW's authorised dealers.
- 3.3 This Tyre Warranty covers tyre fitment and wheel balancing.

## 4. EXCLUSIONS.

- 4.1 The Tyre Warranty compensation does not cover damages arising from the following:-
  - a) normal wear and tear of the tyre; and
  - b) tyre defect caused by:-
    - i. vehicle owner (hereinafter referred to as "the Warrantee") and/or Warrantee's auxiliaries and/or representatives and/or car user's wilful and malicious treatment;
    - ii. Warrantee and/or Warrantee's auxiliaries and/or representatives and/or car user's improper and/or incorrect use of the tyre;
    - iii. vehicle accidents (save for situation stated in Para 2.2 above subject to verification by BMW's authorised dealer);
    - iv. direct exposure to fire, explosion, storm, hail stones, lightning, earthquakes and/or flooding;
    - v. serial-defect, construction-defect and manufacturing-defect, damages caused by third parties (e.g. producers, suppliers, providers, repair contract, insurance or other costs of guarantee, costs of insurance or costs of assumptions which come into effect or have come into effect);
    - vi. any kind of war including but not limited to civil war, internal turmoil, strike, lock-out, confiscation and/or other mandatory interventions and/or from nuclear energy;
    - vii. participation in driving events with racing characteristics and/or from test drives in similar characteristics of car-racing;
    - viii. changes to the original construction of the vehicle (e.g. tuning) and/or fitting of purchased parts/accessories, which are not approved by Warrantor;
    - ix. input of a part known to be in need of repair, unless the damage in need of repair is verifiable in connection herewith or that the part at the time of damage is at least provisionally repaired in agreement with the Warrantor;
    - x. excessive/uneven wear and tear as a result of false adjustment of the track and camber, inaccurate tyre pressure and/or use of defective bumpers (e.g. saw tooth formation, brake plates, erosion); and
    - xi. use of vehicle for commercial transport of persons or freight such as but not limited to taxi services, dispatch services, self-driven rental services and/or or building site vehicle rental services.
- 4.2 The Tyre Warranty does not cover circumstances of tyre use which merely curtails driving comfort without any limitation to the functionality of the tyres which includes but is not limited to subtle loss of tyre-pressure, running noises, vibration, problems relating to road handling and chassis frame of the vehicle and there is no verifiable defect on the tyre(s).
- 4.3 The Tyre Warranty does not cover:-
  - a) wheel alignment; and
  - b) towing charges.

**5. AREA OF APPLICATION.**

The Tyre Warranty is only applicable to purchase and use of vehicle and/or star-marked tyres in Malaysia.

**6. PRE-REQUISITE FOR THE WARRANTY.**

- 6.1 The submission of the tyre warranty certificate with dealer stamps of the factory fitted/replacement star-marked tyres and purchase invoice of the star-marked tyres (for new replacement tyre) are pre-requisites for the Tyre Warranty to take effect.
- 6.2 Compensation under the Tyre Warranty will only be paid out for purchase of new star-marked tyres purchased by the Warrantee directly from BMW's authorised dealers.

**7. ELIGIBILITY OF CLAIM.**

- 7.1 To enable the warranty and claim by Warrantee, the damaged tyre must be verified by BMW's authorised dealer by eligibility of claim.
- 7.2 The replacement of the damaged tyre can only be done at BMW's authorised dealers using a genuine star-marked tyre.

**8. BEGIN AND END OF THE WARRANTY.**

- 8.1 The Tyre Warranty is attached to the vehicle the tyres are mounted on and the Tyre Warranty is not transferable.
- 8.2 For new vehicles, the Tyre Warranty is valid for any 4 BMW star-marked tyres within the duration of 24 months from the date of the first registration of the new vehicle, or upon reaching of 4 tyre claims – whichever comes first. The Tyre Warranty cover is not affected by the discontinuation of production of the vehicle.
- 8.3 For replacement (aftersales) tyres, the Tyre Warranty is valid within the duration of 24 months from the date of purchase from a BMW authorised dealer. The Tyre Warranty will cease when a claim is made. The Tyre Warranty cover is not affected by the discontinuation of production of the vehicle.
- 8.4 The Tyre Warranty will automatically and immediately cease upon:-
  - a) the sale of the vehicle or star-marked tyre out of Malaysia; or
  - b) with the commercial resale (e.g. vehicle used for commercial purposes as defined in Para 1.1 above).