



TYRE WARRANTY 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 purposes (e.g. car-for-hire, taxi, driver car services).
- 1.2 For factory-fitted tyres marked with a star (for new cars purchases registered up to 31 July 2020), 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. The Tyre Warranty covers:-
 - (a) all aftersales replacement tyres marked with a star (hereinafter referred to as "star-marked tyres"); or
 - (b) factory-fitted tyres marked with a star for vehicles registered prior to 1 August 2020.

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 genuine star-marked tyres purchased at BMW 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;) or
 - b) damage due to direct collision with the edges of kerb stones and/or potholes.

3. COVER IN THE CASE OF CLAIM

3.1 In the event a claim is made within the duration of the Tyre Warranty as stated in the tyre warranty certificate and is covered in paragraphs 2.2a-2.2b above, the Warrantor will provide compensation for the same brand, model, and specification together with labour (tyre replacement and wheel balancing) according to the following table of clocked vehicle mileage of the damaged tyre:

Vehicle Mileage in KM	0-8,000	8,001-16,000	16,001-24,000	24,001-32,000	32,001-40,000	40,001 & above
Depreciation value	0%	20%	40%	60%	80%	100%
Compensation value	100%	80%	60%	40%	20%	0%

*Vehicle mileage clocked upon dealer inspection

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 Authorised Dealers.

4. EXCLUSIONS

4.1 The Tyre Warranty compensation does not cover damages arising from the following:-

- a) normal wear and tear of the tyre; or
- 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. vehicles accidents (except for situations stated in paragraph 2.2 above, and subject to verification by a BMW 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); or
 - ix. 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 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; or
 - 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 Warranty certificate with BMW Authorised Dealer's stamp must be included in all submission of application for tyre replacement in order for the claim to be valid under the Tyre Warranty.
- 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 Authorised Dealers.

7. ELIGIBILITY OF CLAIM

- 7.1 To enable the warranty and claim by Warrantee, the damaged tyre must be verified by a BMW Authorised Dealer or the tyre manufacturer subject to the terms and conditions stated herein.
- 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 TYRE 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 The Tyre Warranty is valid within 24 months from the date of purchase from a BMW Authorised Dealer or as stated on the warranty certificate, whichever is earlier. Compensation value will be based on mileage difference from the date of tyre purchase and current clocked vehicle mileage. The Tyre Warranty coverage is not affected by the discontinuation of the vehicle series production.

8.3 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 paragraph 1.1 above).

9. CHANGE NOTICE

The Warrantor may, at any time, and at its sole discretion, modify these terms and conditions, with or without notice to the Warrantee. Please check with the nearest BMW Authorised Dealers for the latest and updated terms and conditions.