



ABN: 25 653 142 584

Black Bear Tyres Australia Warranty Policy

WARRANTY COVERAGE

This policy applies to all tyres bearing the Black Bear Tyres and Mark Ma Tyres brand and serial number that are imported and distributed by Black Bear Tyres Australia and sold by Black Bear Tyres Australia's authorised resellers in Australia.

If you choose to change the size of a tyre this can alter its legality, therefore it is the consumer's responsibility to contact relevant road and traffic authorities prior to any modifications being done to see if they are permitted. Black Bear Tyres Australia is not liable for any legal issues that may arise from the purchase and fitment of tyres.

Every first quality tyre bearing our name and serial number and not branded "NA" which is not used for racing is warranted to be free of defects in workmanship and material during the life of the original tread design.

ALL BLACK BEAR TIRES AND MARK MA TIRES COME WITH A MANUFACTURER'S WARRANTY

Black Bear Tyres and Mark Ma Tyres warrants to the purchaser that if a tyre becomes unserviceable in private vehicle use as a result of a defect in workmanship or materials during the tread life (when the tread depth wears down to 1.6mm or less) or more than 50% of the tyres tread life or more than 72 months old based on date of purchase whichever comes first.

TREAD LIFE

When the tread is worn down to 1.6mm (as indicated by wear bars), the tyre is considered worn out, and the warranty expires.

REPLACEMENT CHARGES

Should a tyre be deemed defective under this warranty:

- The consumer will receive a pro-rata credit based on the percentage of remaining tread depth relative to the original tread depth.
- The consumer is responsible for costs associated with mounting, balancing, and other related services.



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- Black Bear Tyres Australia does not cover additional costs, such as freight or taxes, related to warranty replacements.
 - This warranty does not in any way extend to any consequential damages or losses.
 - There is no other warranty, or liability, expressed or implied, applicable to these products. ***No representative has the authority to make any representation, promise, or agreement except as stated herein.***

MATERIAL AND WORKMANSHIP WARRANTY

1. Out of balance or out of round adjustments will only be accepted at the time of fitting or during the first 1mm of original tread depth.
2. Original usable tread is defined as the original tread down to 1.6mm remaining tread, at which time the product is considered worn out.
3. When the product is judged defective, pro-rata compensation will be made for the remaining tread depth against the original tread depth.

EXCLUSIONS AND LIMITATIONS

This warranty does **not** cover:

Products branded 'N/A' (No Adjustment) are not adjustable or with the DOT code removed not covered under this warranty.

1. **Road Hazards:** Damage caused by cuts, punctures, snags, or impact.
2. **Improper Maintenance:** Under/overinflation, tyre driven flat or tyre driven with severe under inflation, lack of rotation, misalignment, uneven wear or scalloping caused by other mechanical failures or suspension issues.
3. **Misuse or Abuse:** Overloading, use in racing or competitions, chemical damage, theft, defective mechanical conditions, such as brakes, shock absorber or rims, wreck or collision, wilful damage or intentional damage.
4. **Commercial Use:** Tyres used for hire cars, taxis, ridesharing, or other commercial purposes.
5. **Installation Errors:** Faulty mounting, balancing, or the use of incorrect specifications, misapplication, improper repairs, wheel misalignment, or imbalance in the tyre/wheel assembly.



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6. **Load Rating:** Your tyre size, load and speed rating do not match the tyre specifications outlined in your vehicle owner's manual, driven with under inflated tyre for load capacity.
 7. **Mixing Tyres:** Use of radial and bias tyres together or improper size fitment.

OWNER RESPONSIBILITIES

To maintain eligibility for this warranty, the owner must:

1. Rotate tyres at recommended intervals (every 10,000km).
2. Maintain proper inflation levels and ensure proper wheel alignment.
3. Present proof of purchase and tyre service records when making a warranty claim.
4. Return the tyre to an authorised Black Bear Tyres dealer for inspection.

Failure to comply with these obligations may void the warranty.

CLAIMS PROCESS

To file a warranty claim:

1. Return of products for warranty adjudication by Black Bear Tyres will only be accepted under the following conditions:
 - A return authorisation must be requested of, and granted by, Black Bear Tyres Australia.
 - Present the tyre(s), proof of purchase, provide weigh bridge report with vehicle at its full capacity providing rear and total axle weights including towing ball weight etc and service records to original place of purchase and/or to an authorised Black Bear Tyres dealer.
 - Complete and sign the Black Bear Tyres Warranty Claim Form.
 - Agree to a pro-rata adjustment if the claim is approved, with no cash refunds.
 - Freight charges, both inwards and outwards, shall be at the Claimant's cost.
 - Product/s must be received by Black Bear Tyres Australia in good condition taking into account normal service life, and excluding the condition for which the tyre is being returned for adjudication (credit adjustments for warranty will not be approved for otherwise damaged products).



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2. Where warranty adjustments are approved, Black Bear Tyres Australia will grant a pro-rata credit of the net invoice price plus GST. The Black Bear preferred Dealer and Black Bear Tyres Australia will make such GST adjustments as required.
 3. No cash refund will be payable to the Claimant or the Black Bear Dealer for warranty adjustments.

FINAL ARBITER

Black Bear Tyres Australia will be the final arbiter of fact as to the cause of product failure.

LIMITATIONS OF LIABILITY

Black Bear Tyres Australia is not liable for:

- Consequential damages, loss of time, or inconvenience.
- Costs related to tyre service, such as mounting, balancing, or alignment.
- Damage resulting from improper use or vehicle conditions.

This warranty applies exclusively to the original purchaser and is non-transferable.

For further details, contact Black Bear Tyres Australia Customer Support.