



Full ContiSure Warranty Terms & Conditions

Policy update 18 October 2018

The financial risk related to the ContiSure Warranty is borne by Continental Tyre South Africa (Pty) Ltd (CTSA).

INTRODUCTION

This document contains the ContiSure Warranty wording. This ContiSure Warranty is only valid for Continental branded passenger, 4x4, SUV and light commercial tyres 18" or larger purchased from TYRES & MORE® stores.

This ContiSure Warranty is for TYRES & MORE® customers to receive a credit towards the purchase of a new replacement tyre, when suffering irreparable damage to a tyre, subject to the terms and conditions of this ContiSure Warranty.

This ContiSure Warranty wording together with the tyre dealer's original sales invoice and the ContiSure Warranty booklet that contains the declarations, authorisations and agreements pertaining to this ContiSure Warranty shall form the basis of this contract.

In the event of any conflict between the provisions of this ContiSure Warranty and that of any other document as mentioned above, the provisions of this document shall prevail.

COMMUNICATION

Any communication regarding this ContiSure Warranty can be addressed to:

TiAuto Investments Pty Ltd Head Office for TM Attention The Compliance Officer compliance@tiauto.co.za	TYRES & MORE® Compliance Cnr K101 & Old Pretoria Road Midrand P O Box 6007, Halfway House, 1685 South Africa
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Or

Contact your nearest TYRES & MORE® Store

These can be found at: www.tyresandmore.com

1. ContiSure Warranty Applicability

1.1 Warranted Items

Warranted item (s) shall mean any new Continental branded 18' or larger passenger, 4X4, SUV or light commercial vehicle tyre(s) fitted by TYRES & MORE® stores, to the customer's vehicle.

1.2 ContiSure Warranty Activation – Information Required

TYRES & MORE® will automatically provide the following data to CTSA on a daily basis in order to have the ContiSure Warranty activated:

- Date of Sale
- Store Name
- Store Location (Town or Suburb)
- Tyre Size
- Continental Article Number
- Make of Car
- Vehicle Mileage at fitment date
- Invoice Number
- Tyre Sales value after discount
- Quantity of Tyres Purchased

TYRES & MORE® Customer details will not be disclosed to any third party including CTSA, but will be traceable via the original invoice number, in case of a claim or a dispute.



Each Customer will receive a ContiSure Warranty booklet from the TYRES & MORE® store at which the sale is concluded. The original invoice will be attached to the booklet and the Customer's details & vehicle details page will be completed by the Customer.

The Customer will also acknowledge that the terms and conditions of the Warranty have been explained and that full details of the Warranty are available on the website.

1.3 Warranted Event

The Customer may claim against this ContiSure Warranty when warranted item(s) are accidentally damaged and become irreparable as a result of a cut, bruise, impact break or puncture occurring on a public road, within the borders of South Africa, Botswana, Lesotho, Namibia, Swaziland or Zimbabwe. The date of loss shall be the date on which the accidental damage occurs and must fall within the Period of Warranty.

1.4 Benefit

TYRES & MORE® shall credit the Customer for the unused tread value (as explained below) on behalf of CTSA.

1.5 Value Determination

The value Warranted per warranted item is calculated as follows when claiming:

Within 30 (thirty) days or 2,000km (two thousand kilometres):

Should the Warranted event occur within 30 (thirty) days from inception of this ContiSure Warranty or within the first 2,000km (two thousand kilometres) of driving on the warranted item(s) after fitment date as specified on the original sales invoice, whichever comes first, the Customer will receive a 100% credit towards the purchase of the same or similar new tyre from a TYRES & MORE®, regardless of the remaining tread on the warranted item(s).

After 30 (thirty) days or 2,000km (two thousand kilometres):

For Warranted events occurring after 30 (thirty) days from inception of this ContiSure Warranty or after the first 2,000km (two thousand kilometres) of driving on the warranted item(s), whichever comes first, the value Warranted shall be calculated by firstly measuring the remaining tread of the damaged warranted item(s), and deducting from that the 1.6mm minimum Continental's recommended tread depth, up to the value of R2500 (Two Thousand Five Hundred Rand). Such figure represents the remaining tread. The remaining tread of the Warranted item will be expressed as a percentage of the original tread depth and thereafter multiplied by the original purchase price (after discounts) of the warranted item as recorded on the original sales invoice. The monetary value as determined using the above formula in the currency of country claim shall constitute the credit value which the Customer will be entitled to use towards the purchase of a new replacement Continental branded tyre.

Example: Calculation of the Credit Amount: in ZAR

Should you buy a tyre for R1000 with an original tread depth of 8.0mm, and the remaining tread on the tyre is 6mm, the Credit Amount will be R625

$$\begin{aligned} &= (6.0\text{mm remaining tread} - 1.6\text{mm Continental tread depth}) / 8.0\text{mm original tread} \times \text{R1000} \\ &\text{purchase price} \\ &= 4.4\text{mm}/8.0\text{mm} \times \text{R1000} \\ &= 55\% \times \text{R1000} \\ &= \text{R550} \end{aligned}$$

Fitment, balancing and wheel alignment is strongly recommended especially following an event during which a tyre has sustained damage. The cost of the fitting, balancing and any wheel alignment costs are for the Customer's account.

1.6 Limitation of Benefits

1.6.1 The credit amount will not be paid in cash, but paid towards the purchase of a new replacement Continental branded tyre/s from a TYRES & MORE® store. The Customer will be liable for the difference between the credit amount and replacement cost of the new tyre(s) plus any charges for fitment, balancing and alignment.



1.6.2 Only one claim per warranted item can be made.

1.7 Tread Depth Limit

The Tread Depth limit is Continental's 1.6 mm minimum tread depth standard, which is acknowledged in various forms of communication by Continental (Internet, technical data books, customer service publications, etc.). This standard has been adopted as a regulation by many of the world's national transportation authorities as it is the most widely accepted minimum tread depth standard at which tyres should be removed from service.

1.8 Excess

In respect of each and every event that gives rise to a claim, 1.6mm (one point six millimetre) of the tread will be deducted from the remaining tread and will act as excess. The excess will not apply for a new tyre in the first 30 (thirty) days or 2,000km (two thousand kilometres) whichever comes first. The charges for fitment, balancing and alignment of replacement item(s) remain the Customer's responsibility.

1.9 Period of Warranty

This ContiSure Warranty will be valid for 1 (one) year from date of purchase of the warranted item(s) as indicated on the original sales invoice.

The ContiSure Warranty will terminate on the earlier of:

- the tread of the warranted item(s) being worn to the Tread Limit of 1.60mm as measured at the time of a claim;
- Or
- the expiration of 1 (one) year from date of purchase of the warranted item(s);
- Or
- the sale of the warranted item(s) or vehicle to which the tyre was fitted;
- Or
- the removal of the warranted item(s) from vehicle to which the items were originally fitted;
- Or
- a claim has been paid.

1.10 Customer Obligation to maintain the ContiSure Warranty

In order to maintain the ContiSure Warranty, the customer has an obligation to visit a TYRES & MORE® store at every 10 000km interval after the date of fitment, or at least once per annum in order that the tyre dealer can perform a tyre service and tread depth check. The dealer will record each visit by placing a date and store stamp on the service history page in the ContiSure Warranty booklet.

2. Exclusions and Limitations of the ContiSure Warranty

CTSA's liability in terms of this ContiSure Warranty shall not under any circumstances:

- 2.1 Extend to taxis, buses, caravans, trailers, commercial & car hire vehicles;
- 2.2 Extend beyond the period of 1 year after the original purchase date;
- 2.3 Exceed the number of tyres fitted as detailed on the original sales invoice;
- 2.4 Extend to tyres having less tread than the Continental Recommended Tread Limit of 1.60mm
- 2.5 Extend to Customers that have not had their 10 000km / once per annum tyre service done as specified.

3. Specific Exclusions on the ContiSure Warranty

CTSA shall not be liable for:

- 3.1 Loss of or damage to the motor vehicle on which the warranted item was fitted;
- 3.2 Loss or damage to the rims or alloy wheels of the motor vehicle on which the warranted item was fitted;
- 3.3 Damage to the motor vehicle;
- 3.4 Liability as a result of injury or death from a warranted event;
- 3.5 Any tyre deemed safely repairable in the opinion of TYRES & MORE®;
- 3.6 Any claim where the warranted item becomes unusable and irreparable as a result of;
 - a. Vandalism;
 - b. Abuse;

- c. Mechanical irregularities of the vehicle;
- 3.7 Damage to the warranted item arising from gross negligence. **Not having the 10 000km / once per annum tyre service done as specified, is defined as gross negligence on behalf of the customer.**
- 3.8 Loss or theft of the warranted item(s).

4. General Exclusions

4.1 ContiSure Warranty does not cover loss or damage directly or indirectly caused by, related to or in consequence of:

- A.
 - i. Civil commotion, labour disturbances, riot, strike, lock-out, public disorder or any act or activity which is calculated or directed to bring about any of the above;
 - ii. War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;
 - iii.
 - a. Mutiny, military uprising, military or usurped power, martial law or state of siege or any other; event of cause which determines the proclamation or maintenance of martial law or state of siege;
 - b. Insurrection, rebellion or revolution;
 - iv. Any act (whether on behalf of any organisation, body or person or group of persons) calculated or directed to overthrow or influence any State or Government or any provincial, local or tribal authority with force or by means of fear, terrorism or violence;
 - v. Any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause or to bring about any social or economic change or in protest against any State or Government or any provincial, local or tribal authority or for the purpose of inspiring fear in the public or any section thereof;
 - vi. Any attempt to perform any act referred to in clause (iv) or (v) above;
 - vii. The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrences referred to in clauses (i), (ii), (iii), (iv), (v) or (vi) above.

If TYRES & MORE® or CTSA allege that by reason of clauses (i), (ii), (iii), (iv), (v), (vi) or (vii) of this General Exclusion loss or damage is not covered by this ContiSure Warranty, the burden of proving the contrary shall rest on the Customer.

- B. Any occurrence for which a fund has been established in terms of the War Damage Insurance and Compensation Act, 1976 (No. 85 of 1976) of the Republic of South Africa or any similar Act operative in any of the territories to which this warranty applies.

4.2 Notwithstanding any provision of this ContiSure Warranty including any exclusion, exception or extension or other provision not included herein which would otherwise override a General Exclusion, this cover does not cover loss or damage to the warranted item(s) or expense of whatsoever nature directly or indirectly caused by, arising out of or in connection with any act of terrorism regardless of any cause or event contributing concurrently or in any sequence to the loss, damage or expense.

For the purpose of this General Exclusion 4.2 an act of terrorism includes, without limitation, the use of violence or force or the threat thereof whether as an act harmful to human life or not, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation(s) or Government or any other person or body of persons, committed for political, religious, personal or ideological reasons or purposes including any act committed with the intention to influence any Government or for the purpose of inspiring fear in the public or any section thereof. If we allege that, by reason of this General Exclusion, loss or damage is not covered by this, the burden of proving the contrary shall rest on the Customer.

4.3 This ContiSure Warranty does not cover any legal liability, loss, damage, cost or expense whatsoever or any consequential loss directly or indirectly caused by or contributed to by or arising from

- a. Ionizing, radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion or use of nuclear fuel;
- b. Nuclear material, nuclear fission or fusion, nuclear radiation;
- c. Nuclear explosives or any nuclear weapon;
- d. Nuclear waste in whatever form; regardless of any other cause or event contributing concurrently or in any other sequence to the loss. For the purpose of this General Exclusion only, combustion shall include any self-sustaining process of nuclear fission.



4.4 This ContiSure Warranty does not cover loss, damage, cost or expense directly or indirectly arising from permanent or temporary dispossession resulting from detention, confiscation, forfeiture, impounding or requisition legally carried out by customs, police services, crime prevention units or other officials or authorities. If CTSA says that a claim is not covered because of the General Exclusion **under clause 4** above, then the Customer must prove the contrary.

5. General Conditions

5.1 Territorial Limits

This ContiSure Warranty is limited to warranted events on public roads in the Republic of South Africa, Botswana, Lesotho, Namibia or Swaziland. If the warranted item(s) is damaged anywhere outside the Republic of South Africa, Botswana, Lesotho, Namibia or Swaziland, or not on a public road, no benefit whatsoever will be received under this ContiSure Warranty.

5.2 Transfer of Ownership

The ContiSure Warranty for the warranted item(s) cannot be assigned to any other person and shall lapse in the event that the warranted item(s) be removed and / or transferred to a vehicle other than the specified vehicle to which the tyre(s) was originally fitted, as recorded on the original sales invoice.

5.3 Amendments to the Warranty

CTSA may amend this ContiSure Warranty by way of endorsement, provided that any amendment will not affect the extent of benefits already provided in terms of this warranty as at date of tyre(s) purchased. Amendments that affect the benefits provided by this ContiSure Warranty shall be done at the discretion of CTSA and this will be communicated only to TYRES & MORE®, who will then update warranty details on their website.

5.4 Cancellation

This ContiSure Warranty may be cancelled by CTSA at its sole discretion. Such cancellation will be communicated only to TYRES & MORE®.

5.5 Misrepresentation, Non-Disclosure or Incorrect Description

Misrepresentation, non-disclosure or incorrect description of any material fact or circumstances connected with this ContiSure Warranty, may result that a claim in terms of this ContiSure Warranty be rejected.

5.6 Fraud

If any claim or part thereof under this ContiSure Warranty is in any way fraudulent, or if any fraudulent means or devices are used by the Customer or anyone acting on the Customer's behalf to obtain any benefit under this ContiSure Warranty, all benefits afforded in terms of this ContiSure Warranty shall be forfeited. Furthermore, this ContiSure Warranty may, at CTSA's discretion, be voided or cancelled as from the date of the fraudulent conduct.

5.7 Dispute Resolution, Rejection of a Claim and Time Bar

If TYRES & MORE® rejects a claim in terms of this ContiSure Warranty or if the Customer disputes the warranted credit amount, representation may be made to TiAuto Investments Compliance Officer within 90 (ninety) days of the Customer's receipt of the rejection. Representation must be submitted in writing to:

TiAuto Investments Compliance Officer	TiAuto Investments Pty Ltd Compliance Department P.O. Box 6007, Halfway House 1685 compliance@tiauto.co.za
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5.8 Condition Precedent

Compliance by the Customer or anyone acting on behalf of the Customer with all the terms, conditions of this ContiSure Warranty is a condition precedent to CTSA's liability in terms of this.



5.9 Currency and Law

The calculation of the Credit Amount as calculated under clause 1.4, shall be in South African Rand, Namibian Dollar, and Botswana Pula as the case may be and any questions of law shall be decided according to South African Law.

5.10 Claims Procedure and Notification Period

- 5.10.1** When a warranted event occurs, which may result in a claim in terms of this ContiSure Warranty, the Customer is required to proceed to the nearest TYRES & MORE® Store within 30 (thirty) days of the event and present his/her ID, together with the specified vehicle, warranted item(s), ContiSure Warranty booklet, original sales invoice and proof that tyre service intervals as defined in clause 1.10 were adhered to.
- 5.10.2** Once the Tyre Dealer Claims Official has assessed the warranted item(s) and the claim has been approved, the benefit(s) provided by this ContiSure Warranty shall be credited towards a new replacement Continental branded tyre.
- 5.10.3** In the event of a valid claim being approved, the Customer will not be entitled to buy / retain the warranted item(s). Ownership in and to the warranted item(s) shall pass to CTSA against receipt of the ContiSure Warranty benefit.
- 5.10.4** The settlement amount shall be determined by TYRES & MORE® on behalf of CTSA. Should the Customer dispute any determination made by TYRES & MORE®, such dispute shall be referred to CTSA in the first instance, as more clearly explained under Dispute Resolution above.

5.11 CTSA (CTSA) Rights

Despite what is said elsewhere in the provisions of this warranty, CTSA will not be liable for the benefit(s) of this ContiSure Warranty unless the ContiSure Warranty activation process described in clause 1.1 was properly followed. The Customer must present the ContiSure Warranty booklet and original sales invoice in order to prove that the ContiSure Warranty was properly activated at the time of the original purchase. The Customer must also prove that the tyre service intervals of every 10 000km or at least once per annum, has been adhered to and recorded by the TYRES & MORE® store in the ContiSure Warranty booklet.

FAQ's:

- 1. Does this Warranty cover Continental branded passenger and light commercial tyres of any value?**
Yes.
- 2. Can I get cash back for my claim instead of an amount towards my new tyres?**
No.
- 3. When does my ContiSure Warranty commence?**
You will be covered as soon as your new Continental branded tyre purchase has been concluded.
- 4. I am worried about the current state of the roads - if I hit a pothole am I covered?**
Yes. In the event that this incident took place on a Public Road in the covered territories described in the warranty.
- 5. How is this cover different to the manufacturer's tyre Warranty?**
The manufacturer's warranty only covers manufacturing defects, not damage due to road hazards.
- 6. Am I able to claim on this Warranty if (a) I have a road accident/collision and my tyre is damaged or (b) my tyres are stolen?**
No, this situation is excluded under this Warranty, as this should be covered under your motor vehicle insurance.
- 7. Where can I make a claim?**
At any TYRES & MORE® store in South Africa. TYRES & MORE® stores details can be found at www.tyresandmore.com

8. How do I make a claim?

You bring your damaged tyre, the vehicle the tyre was fitted to and proof of identification and your ContiSure Warranty booklet, into the nearest TYRES & MORE® Store. The dealer claims official will verify your claim based on the presentation of your ContiSure Warranty booklet, original sales invoice and tyre service record. Once it is verified, your tyre will be assessed.

9. How long is my claim likely to take?

Once the tyre has been assessed and the credit due to you has been calculated by the dealer, you can immediately purchase your replacement tyre. This should take no longer than 30 minutes. The fitting and labour time required should take the standard amount of time.

10. How can I make an enquiry about my Warranty?

You can enter your invoice number into the www.tyresandmore.com claims portal. You will then receive a registration confirmation status on your ContiSure Warranty.

11. Are my current tyres also covered if I replace only 2 tyres?

No, only the Continental branded tyre(s) purchased from a TYRES & MORE® as the case may be and recorded in your ContiSure Warranty booklet and original sales invoice, are warranted.

12. Can I claim for 1 tyre, twice?

No, once a claim has been granted that particular claim is now void. The tyre claimed for must be kept by the dealer for a monthly audit by CTSA staff. Thereafter, the tyre must be made un-serviceable and disposed of via the legislated scrap collection processor in the absence of legislation, by TYRES & MORE® in an approved manner.

13. Can I claim in Botswana, Lesotho, Namibia and Swaziland as well?

Yes.

14. Do I get a ContiSure Warranty that I can keep on me?

No, you will receive a ContiSure Warranty booklet to keep in your vehicle. This booklet is very important and you must ensure that you keep it in your vehicle at all times. The compulsory 10 000km / once per annum tyre inspection services will be recorded in this booklet by the dealer. It is your responsibility to ensure that you get the Service History Page stamped by the TYRES & MORE® store at every visit.

15. Does this ContiSure Warranty cover my alloy / steel wheels?

No.

16. Does this come with roadside assistance?

No.

17. Does ContiSure warrant all brands of tyres?

No, only Continental branded tyres bought from a TYRES & MORE® Store are warranted.

18. Does ContiSure warrant punctures and/or damage done by a nail as well?

Not for the cost of repairs, but if the puncture is deemed irreparable in the sole discretion of TYRES & MORE®, then the tyre would be warranted.

19. Are Continental branded tyres with the SSR (Self Supporting Run Flat) feature warranted?

Yes, the Continental SSR tyres were specifically designed to allow you to be able to drive on with a puncture. These tyres are often damaged in the run flat process and CTSA does not advise repairing them, therefore, they are covered.

20. I bought tyres from a TYRES & MORE® and no one mentioned ContiSure. Am I covered after I leave the store?

Yes. You will automatically be registered after you purchase your tyres, and the warranty conditions can be downloaded from www.tyresandmore.com website or the ContiSure Warranty wording can be emailed to your email address. You need to keep it and your original sales invoice in your car and adhere to all the requirements. If necessary, the ContiSure Warranty booklet can be collected from your nearest TYRES & MORE® store.

21. I bought more than one tyre on my original invoice and I have only made one claim. Does my ContiSure Warranty cover on the other tyres lapse?

No, the cover only lapses on the tyre you have claimed, however, the replacement Continental branded



tyre will also now be warranted under a new ContiSure Warranty. The original sales invoice for the replacement tyre must be attached to the ContiSure Warranty booklet.

- 22. Is the TYRES & MORE® decision final or can I appeal his / her decision via a higher authority?**
The dealer claims official (Store Manager) acts as the claims authority. If dissatisfied with the outcome the TiAuto Investments Compliance Officer has the power to make the final decision on behalf of CTSA.
- 23. Is the ContiSure Warranty transferable to a new owner when I sell my vehicle?**
No.
- 24. How is the remaining tread depth measured?**
At the lowest point of the tyre. The tyre dealer makes this assessment using a Tread Depth Gauge.
- 25. Can I qualify for the Warranty on my taxi tyres?**
No, this cover will only apply to tyres fitted on 18 inch and above passenger, 4X4, SUV or light commercial vehicles that are not used for commercial purposes or in the transportation of passengers for commercial gain.
- 26. Can a third-party claim on my behalf, i.e. I send my driver with my ID and the vehicle in order to make a claim?**
No, the owner of the vehicle has to make a claim in person.
- 27. I had to brake suddenly and there is a flat spot on my tyre. Is this covered?**
No, this will be regarded as wear and tear, which is not covered in terms of this Warranty.
- 28. I am too far away from a TYRES & MORE® Store. Can I buy a tyre and claim it back?**
No. TYRES & MORE® have a very comprehensive dealer network and you have 30 days from the incident to make a claim.
- 29. Who can I contact to check the status of my ContiSure Warranty?**
Visit any TYRES & MORE® Store or you can visit our ContiSure Warranty portal at www.tyresandmore.com and enter your invoice number to check on you Warranty status.
- 30. If I feel my claim was unfairly rejected, who can I raise the matter with?**
The TiAuto Investments Compliance Officer.
- 31. In the case of price increases on tyres, am I now warranted on the original price paid at inception or the new price?**
Yes, you are warranted for the original price paid at inception of the cover and as recorded on your original sales invoice.