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AMSOIL Limited Warranty – Lubricants

(for the 50 United States, the District of Columbia and Canada)

WHAT THIS WARRANTY COVERS:

AMSOIL INC. of Superior, Wisconsin ("AMSOIL" or "AMSOIL INC.") hereby warrants to the Consumer that, at the time of sale, its lubricants are free of defective materials, design and workmanship and are fit for use according to the written recommendations of AMSOIL and in applications for which one or more of the specifications set forth in the product data bulletins and product labels are specified.

WHAT THIS LIMITED WARRANTY DOES NOT COVER:

- AMSOIL lubricants for which AMSOIL offers a separate, specific warranty.
- AMSOIL lubricants that are not (1) packaged by AMSOIL or an authorized AMSOIL packager, and (2) sold by AMSOIL or an authorized AMSOIL Dealer.
- AMSOIL lubricants that have been used in conjunction with any other product or additive that has not been authorized for use by AMSOIL.
- AMSOIL lubricants contaminated after leaving the AMSOIL facilities or premises. Examples include contamination due to improper handling, re-packaging, storage or filtration and contamination from dirty dispensing equipment.
- AMSOIL lubricants used in mechanically deficient equipment. Examples of mechanically deficient equipment include flawed or defective equipment due to abnormal operation, negligence, abuse, previous damage or improper modification, including use of components other than those from AMSOIL or AMSOIL aftermarket partners.
- Failure of equipment due to not following original equipment manufacturer (hereinafter, "OEM") recommendations for warranty coverage, including lubricants, maintenance and drain intervals, prior to the first installation of AMSOIL lubricants, or any other pre-existing condition or OEM defect unrelated to the use of AMSOIL.
- Repair or replacement of equipment because of normal wear.
- Failure of equipment when AMSOIL lubricants are not used in strict accordance with either the written recommendations of AMSOIL or the OEM for warranty coverage. The Consumer is solely responsible for determining a product's merchantability or fitness ("suitability") for a particular purpose and assumes all risks and liabilities when used other than in strict accordance with either the written recommendations of AMSOIL or the OEM for warranty coverage.
- AMSOIL lubricants used in any manned aircraft or aviation application.
- AMSOIL lubricants that have been used for the purposes of racing.
- Any allegedly defective AMSOIL lubricant for which a reasonable sample has not been preserved.
- Damages if the Consumer does not send or make the parts requested available for inspection by AMSOIL or its insurer.

WHAT AMSOIL WILL DO TO CORRECT A COVERED DEFECT:

If the AMSOIL lubricant is defective in materials, design and workmanship, AMSOIL will (1) replace the defective lubricant; and (2) at the option and cost of AMSOIL, repair or replace components damaged by the defective AMSOIL lubricant. REPAIR OR REPLACEMENT, AS PROVIDED IN THIS PARAGRAPH, IS THE CONSUMER'S SOLE AND EXCLUSIVE REMEDY UNDER THIS LIMITED WARRANTY.

WHAT IS REQUIRED TO MAKE A CLAIM:

- AMSOIL requires an eight (8) ounce representative oil sample taken from the failed equipment. Such sample must be placed into a clean, dry container for warranty claims filed with AMSOIL.
- If there is engine damage and the vehicle is under warranty, file a warranty claim with the OEM. If the OEM denies the warranty claim, the Consumer must provide a written copy of the OEM's warranty denial if such denial is based on use of an AMSOIL lubricant.
- Notify AMSOIL at (715) 399-8324 immediately. In the alternative, you may mail a claim notice, along with the OEM denial to AMSOIL INC., ATTN: Technical Services, 1 AMSOIL Center, Superior, WI 54880, postmarked within 30 days of failure or alleged defect.
- Keep the failed parts for inspection by AMSOIL, unless given to the OEM.
- Mail, at your expense, the following items to AMSOIL INC., ATTN: Technical Services, 1 AMSOIL Center, Superior, WI 54880:
  - The eight (8) ounce representative oil sample (see above).
  - Documentation describing the make, model and year of equipment, total accumulated miles and/or hours and duty cycle or service environment.
  - Equipment or vehicle maintenance history documentation including miles or hours at the time of AMSOIL lubricant installation, general equipment repairs and oil analysis results if available.
  - Proof of purchase for AMSOIL lubricant (if available).
  - Batch number from oil container or Certificate of Analysis (if available).
  - The OEM warranty denial, if applicable, and claim notice (if not previously provided).
- If your claim is approved, you will be reimbursed this mailing expense.

AFTER A CLAIM IS FILED:

- You must cooperate with the AMSOIL investigation of the claim and provide the information reasonably requested by AMSOIL.
- If your claim is paid by AMSOIL or its insurer, an attempt may be made by AMSOIL to recover those amounts from the OEM. If this occurs, you may be asked to provide further information pertaining to the failure and must cooperate with AMSOIL or its insurer in the recovery process.

Order by Phone 1-800-956-5695 - Give Operator Reference #5983322

LIMITATION OF LIABILITY:
THE LIABILITY OF AMSOIL ARISING OUT OF THE MANUFACTURE, SALE, DELIVERY, INSTALLATION, TECHNICAL DIRECTIONS OR RECOMMENDATION OF ANY LUBRICANT, WHETHER IN CONTRACT, TORT, WARRANTY OR OTHERWISE, SHALL NOT EXCEED THE VALUE OF THE EQUIPMENT IN WHICH THE PRODUCT(S) WERE USED. IN NO CASE SHALL AMSOIL BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGE OR LOSS OF OTHER PROPERTY OR EQUIPMENT, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, BUSINESS INTERRUPTION, LODGING, TOWING OR COST OF REPLACEMENT EQUIPMENT. THE REMEDIES TO THE CONSUMER HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, ARE STRICTLY LIMITED TO THE DURATION OF THE EXPRESS WARRANTY APPLICABLE TO THE PRODUCTS AS STATED ABOVE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

STATE LAWS AFFECTING THIS WARRANTY:
This warranty shall be governed, interpreted and construed by, and in accordance with, the laws of the State of Wisconsin in the United States of America. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

AMSOIL INC. IS THE SOLE AUTHOR OF THIS POLICY AND MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, UNLESS A SEPARATE, SPECIFIC WARRANTY HAS BEEN WRITTEN.

Contacts:

AMSOIL INC.
925 Tower Avenue
Superior, Wisconsin 54880

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Document # AMSOIL Warranty

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