

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 that, at the time of sale, its lubricants 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. AMSOIL further warrants its products to be free of defective materials, design and workmanship.

LIMITATIONS OF LIABILITY AND GENERAL DISCLAIMER:

- This warranty only applies to AMSOIL lubricants for which AMSOIL does not offer a separate, specific warranty.
- This warranty applies only to AMSOIL lubricants that are packaged by AMSOIL or an authorized AMSOIL packager and sold by AMSOIL or an authorized AMSOIL Dealer.
- The liability of AMSOIL shall be limited to:
 - Replacement of the defective lubricant.
 - The cost, including labor and materials, to repair, or at the option of AMSOIL, to replace damaged components lubricated by AMSOIL products according to AMSOIL recommendations.

AMSOIL’S LIABILITY 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 PURCHASER HEREIN ARE EXCLUSIVE.

WHAT THIS WARRANTY DOES NOT COVER:

- 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 a pre-existing condition that is 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 INC. or the OEM for warranty coverage. The customer or user 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.
- AMSOIL lubricants that have been used without the written approval of AMSOIL INC. in applications where the OEM-required lubricant specifications do not match those stated by AMSOIL.
- AMSOIL lubricants contaminated after leaving the AMSOIL premises. Examples include contamination due to improper handling, re-packaging, storage or filtration and contamination from dirty dispensing equipment.
- Any allegedly defective AMSOIL lubricant for which a reasonable sample has not been preserved.
- AMSOIL lubricants that have been used in conjunction with any other product or additive that has not been authorized for use by AMSOIL INC.

WHAT YOU MUST DO TO MAKE A CLAIM:

- We require an eight (8) ounce representative oil sample taken from the failed equipment and put into a clean, dry container for warranty claims filed with AMSOIL.
- You must first file a warranty claim with the Original Equipment Manufacturer (OEM) if the warranty is still in effect.
- You must provide a written copy of the OEM warranty denial if denial is based on use of an AMSOIL lubricant.
- You must notify AMSOIL INC. at (715) 399-8324 within 30 days of failure or alleged defect. In the alternative, you may mail a claim notice, along with the OEM denial to AMSOIL INC., ATTN: Technical Services, One AMSOIL Center, Superior, WI 54880, postmarked within 30 days of failure or alleged defect.
- You must keep the failed parts for inspection by AMSOIL INC. unless given to the OEM.
- You must additionally mail, at your expense, the following to AMSOIL INC., ATTN: Technical Services, One AMSOIL Center, Superior, WI 54880:
 - The eight (8) ounce representative oil sample (see above).

- Documentation including 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).

AFTER A CLAIM IS FILED:

- You must cooperate with our investigation of your claim and provide the information we request.
- If your claim is paid by AMSOIL or its insurer, an attempt may be made to recover amounts paid 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.

AMSOIL SHALL NOT BE LIABLE FOR YOUR CLAIM FOR ANY OF THE FOLLOWING REASONS:

- Failure to follow all OEM recommendations for warranty coverage, including lubricants, maintenance and drain intervals, prior to the first installation of AMSOIL lubricants.
- Failure was the result of an OEM defect.
- The customer did not send or make the parts requested available for inspection by AMSOIL or its insurer.

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.

SOME STATES DO NOT ALLOW EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. 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:

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Revised October 15, 2011
Supersedes all previous revisions.
Document # AMSOIL Warranty

