

AMSOIL Limited Warranty – Lubricants

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

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

THIS WARRANTY IS SUBJECT TO THE FOLLOWING LIMITATIONS AND GENERAL DISCLAIMER:

1. This warranty only applies to AMSOIL lubricants for which AMSOIL does not offer a separate, specific warranty.
2. The warranty herein applies only to AMSOIL lubricants that are packaged by AMSOIL INC. and sold by AMSOIL INC. or an authorized Dealer.
3. The liability of AMSOIL INC. shall be limited to:
 - a. Replacement of the defective lubricant.
 - b. The cost, including labor and materials, to repair, or at the option of AMSOIL INC., to replace damaged components lubricated by AMSOIL products according to AMSOIL recommendations.
4. **IN NO CASE SHALL AMSOIL INC. 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 LIABILITY OF AMSOIL INC. 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. THE REMEDIES TO THE PURCHASER HEREIN ARE EXCLUSIVE.**
5. In the event of a claim against AMSOIL INC., the procedure below must be completely followed:
 - a. Where the original warranty from the equipment manufacturer is still in effect, the customer shall file a warranty claim with the Original Equipment Manufacturer (OEM) in accordance with the OEM warranty procedures.
 - b. Customer shall retain failed parts for inspection by AMSOIL INC. unless given to the OEM.
 - c. Customer shall also, within 30 days of failure, notify AMSOIL INC. and provide the following:
 - (a) An eight (8) ounce representative oil sample taken from the failed equipment and put into a clean, dry container.
 - (b) Documentation including make, model and year of equipment, total accumulated miles and/or hours and duty cycle or service environment.
 - (c) 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.
 - (d) Proof of purchase for AMSOIL lubricant.
 - (e) Batch number from oil container or Certificate of Analysis (if available).
 - d. Mail the above sample and information to: AMSOIL INC., ATTN: Technical Services, One AMSOIL Center, Superior, WI 54880
 - e. In cases where the OEM warranty is still in effect and that warranty coverage is denied based on the use of an AMSOIL lubricant, the customer shall immediately notify AMSOIL INC. and provide a written copy of the OEM warranty denial.
 - f. AMSOIL INC. may, at its option, notify its insurance carrier of the claim.
 - g. AMSOIL INC. or its insurance carrier may conduct an investigation that includes, but is not limited to, an inspection of the failed parts, a review of the operating conditions and a thorough review of the information requested above. The customer agrees to cooperate with such investigation.
 - h. If AMSOIL INC. or its insurance carrier pays a claim, an attempt may be made to recover amounts paid from the OEM. If this occurs, the customer may be asked to provide further information pertaining to the failure and to cooperate with AMSOIL INC. or its insurer in the recovery process.

THE WARRANTY SHALL NOT BE EXTENDED TO COVER THE FOLLOWING:

1. AMSOIL lubricants used in mechanically deficient equipment as a result of abnormal operation; negligence; abuse; damage from casualty, shipment or accident; or equipment modification using components other than those from AMSOIL or AMSOIL aftermarket partners.
2. AMSOIL lubricants used in any aircraft or aviation application.
3. AMSOIL lubricants that have been used for the purposes of (a) racing or (b) without the written approval of AMSOIL INC. in applications where the OEM-required lubricant standards do not match those stated by AMSOIL INC.
4. AMSOIL lubricants that have been contaminated after leaving the AMSOIL INC. premises due to improper handling, storage or through equipment deficiencies, including filtration, in which an AMSOIL lubricant has been installed.
5. AMSOIL lubricants which have been packaged, regardless of container, by anyone other than AMSOIL INC. or an AMSOIL authorized packager.
6. Any allegedly defective AMSOIL lubricant for which a reasonable sample has not been preserved.
7. 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.
8. AMSOIL lubricants that have been used in conjunction with any other product or additive that has not been authorized for use by AMSOIL INC.
9. Failure of equipment due to a pre-existing condition that is unrelated to the use of AMSOIL.
10. Repair or replacement of equipment because of normal wear.

AMSOIL SHALL NOT BE LIABLE FOR ANY OR ALL OF THE FOLLOWING REASONS:

1. Failure to follow all OEM recommendations for warranty coverage, including lubricants, maintenance and drain intervals, prior to the first installation of AMSOIL lubricants.
2. AMSOIL INC. was not notified within 30 days from the date of failure.
3. Claim information is insufficient.
4. Parts inspected do not substantiate a claim or indicate failure.
5. Parts requested were not sent or are unavailable for inspection.
6. Oil sample was not provided.
7. Failure of the customer to follow the written procedure herein.
8. Customer refused to cooperate with the investigation.
9. Failure was the result of an OEM defect.

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.

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.

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.

Contacts:

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