TERMS AND CONDITIONS

Quaker State® 10-Year/300,000-Mile Lubrication Limited Warranty

Covering vehicle engine parts for do-it-yourself and installed customers by SOPUS Products.

Revised March 2013

SOPUS Products warrants you, the vehicle owner or lessee whose name appears on the front of this Quaker State® Lubrication Limited Warranty document ("you"), that it will repair or replace, at its option and at its expense, the engine parts listed below, that fail on account of engine wear or which experience abnormal wear, because Quaker State® motor oil failed to provide proper lubrication. The Quaker State® Lubrication Limited Warranty includes all the terms listed below. This Quaker State® Lubrication Limited Warranty is available to customers who change their own oil or have their oil changed by an installer, automotive center, commercial fast oil change facility, gasoline service station, or auto dealer and who use Quaker State® motor oil. SOPUS Products reserves the right at any time and from time to time, without notice, to revise and/or terminate the Quaker State® Lubrication Limited Warranty. In the event the warranty program is modified, the modifications will apply to and be binding on all new participants as of the date of the modifications.

THIS QUAKER STATE® LUBRICATION LIMITED WARRANTY IS IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, AND THERE ARE NO OTHER WARRANTIES OR REPRESENTATIONS AND NONE SHALL BE IMPLIED. ALL WARRANTIES ARE LIMITED TO THE TERMS AND DURATION OF THIS EXPRESS WARRANTY. SOPUS PRODUCTS SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OR FAILURE OF THIS PRODUCT, HOWEVER CAUSED. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED LIMITED WARRANTY LASTS, OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS QUAKER STATE® LUBRICATION LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE. THIS QUAKER STATE® LUBRICATION LIMITED WARRANTY DOES NOT EXTEND THE VEHICLE MANUFACTURER'S LIMITED WARRANTY.

A. How Long Does the Quaker State® Lubrication Limited Warranty Last:

It takes effect six (6) months after your first eligible purchase of Quaker State® motor oil. As long as you do what it says in this Quaker State® Lubrication Limited Warranty, your vehicle's Listed Engine Parts (defined below) will be covered against lubrication caused failure from the time you were eligible for this Quaker State® Lubrication Limited Warranty program as follows:

• 10 years or 300,000 miles (whichever is first)—if you exclusively use Quaker State® motor oil products. 10 year / 300,000 miles begins at vehicle manufacture date.

Please note: Vehicles used, registered or leased for commercial, agricultural or competition purposes do not qualify for the Quaker State® Lubrication Limited Warranty. Class 1 diesel engines are covered when in compliance with proper SOPUS Products product use and the Terms and Conditions of this Quaker State Lubrication Limited Warranty.

B. What Engine Parts Are Covered ("Listed Engine Parts"):

- 1. Pistons & Piston Rings
- 2. Oil Pump & Timing Chains
- 3. Crankshaft and Bearings
- 4. Rocker Arms and Pivots
- 5. Rods
- 6. Rod Bearings
- 7. Push Rods
- 8. Camshaft and Bearings
- 9. Valve Stems and Guides
- 10. Wrist Pins and Bushings
- 11. Turbo Bearings
- 12. Valve Lifter
- 13. Cylinder Lining or Bore
- 14. Distributor Drive Gear
- 15. Timing Gears or Sprockets

C. What You Do as Part of the Quaker State® Lubrication Limited Warranty Program:

- 1. Enroll online at www.quakerstate.com (except California residents)
- 2. Service your vehicle's engine with a Quaker State® motor oil, in the service classification and viscosity grade that is appropriate for your vehicle as recommended by your vehicle manufacturer.
- 3. SOPUS Products requires you to change your vehicle's oil and oil filter at least as often as recommended by the vehicle manufacturer.
- Replace your vehicle's air filter and air cleaner element at least as often as your vehicle manufacturer recommends, and maintain your vehicle's emission control system in accordance with your vehicle manufacturer's recommendations.
- 5. Follow all scheduled engine maintenance recommendations by the vehicle manufacturer.
- 6. Update your oil change records online at least once every twelve (12) months, even if no oil change has taken place, on the Quaker State® Lubrication Limited Warranty website so you can maintain your coverage (except California and Michigan residents).
- 7. IMPORTANT: FOR CALIFORNIA AND MICHIGAN RESIDENTS:
 UNDER CALIFORNIA AND MICHIGAN LAW, THIS IS A PRODUCT REGISTRATION. CALIFORNIA AND
 MICHIGAN RESIDENTS ARE NOT REQUIRED TO REGISTER THEIR PRODUCTS TO MAKE THEIR
 WARRANTY EFFECTIVE. CALIFORNIA AND MICHIGAN RESIDENTS MUST COMPLY WITH ALL OTHER
 TERMS AND CONDITIONS OF THE QUAKER STATE® LUBRICATION LIMITED WARRANTY.
- If you have your oil professionally changed and your vehicle's engine and emission control system
 professionally serviced by an installer, automotive center, commercial fast oil change facility, gasoline
 service station, or auto dealer, save all of your receipts.
- If you change your own oil, you must save all your receipts from a merchant or retailer showing your required Quaker State® oil and filter purchases, as well as your receipts for having your engine and emission control system serviced.
- Keep these receipts in a safe place.
- If you have a claim, you must be able to show SOPUS Products that you used Quaker State® motor oil, and satisfy all other requirements, before you will be eligible for reimbursement under this Quaker State® Lubrication Limited Warranty.
- To ensure you do not forget to update your records online, at your request, we will send you up to three reminders within the two months prior to the deadline via the e-mail account you used to set up your account on the Quaker State® Lubrication Limited Warranty website. If you do not update your records, your account will be inactivated and you will no longer be covered under the Quaker State® Lubrication Limited Warranty program. To reactivate the account, you will have to re-register and follow the program terms and conditions.

D. What Else is Important (including Eligibility and Exclusions):

- 1. The Quaker State Lubrication Limited Warranty is valid for vehicles that are registered to operate in the U.S. Fifty (50) states and District of Columbia (DC) only.
- 2. Vehicles must be registered prior to 75,000 miles or 72 months of date of vehicle manufacture.
- 3. SOPUS Products will consider your claim for payment if you show that you complied with all of the terms and conditions of this Quaker State® Lubrication Limited Warranty, unless SOPUS Products can show in good faith that one or more excluded conditions set forth below caused your claimed damage(s).
- 4. This Quaker State® Lubrication Limited Warranty only covers passenger cars, vans, SUVs and pickup trucks with a gross vehicular weight of 10,000 pounds or less that you own or lease, and which have been driven 75,000 miles or less when you first used Quaker State® motor oil and whose manufactured date is within the last 72 months of your first use of Quaker State® motor oil ("Eligible Vehicle"). If the Eligible Vehicle is leased, it may be covered, but only if you are an individual, and are primarily obligated for repairs and maintenance.
- 5. This Quaker State® Lubrication Limited Warranty is transferable. You can transfer this Lubrication Limited Warranty before your vehicle has been driven 90,000 miles, but only if the person you transfer it to has copies of your receipts or can prove your compliance with the terms of the Quaker State® Lubrication Limited Warranty. You must start the transfer process via the Quaker State® Lubrication Limited Warranty website. For more details, contact Quaker State® Lubrication Limited Warranty headquarters at 800-677-6457.

 Note: For California and Michigan residents who have not registered online, you must be able to show proof that the transfer took place within the mileage requirements and compliance with the other terms of the Quaker State® Lubrication Limited Warranty.
- 6. This Quaker State® Lubrication Limited Warranty does not cover vehicles modified for, or used in, competitive events, or which are subject to abnormal driving conditions.
- 7. This Quaker State® Lubrication Limited Warranty does not cover claims that result from (1) pre-existing conditions (which may be verified through an oil spectrochemical analysis, at SOPUS Products' discretion), (2) collision, negligence or intentional abuse, (3) improper service or maintenance, (4) defect in manufacture or Listed Engine Parts, or caused by parts that are not Listed Engine Parts, (5) improper installation of any part, or (6) failure to maintain motor oil or engine coolant at levels prescribed by the manufacturer. This Quaker State® Lubrication Limited Warranty also does not cover any consequential or incidental damages.
- 8. If your repair claim is covered by the vehicle manufacturer's limited warranty or any extended service contract, you cannot collect again from SOPUS Products. However, if your extended service contract contains a deductible

- amount, SOPUS Products will pay your deductible amount if the extended service contract covers a claim also covered by this Quaker State® Lubrication Limited Warranty.
- 9. PAYMENT OF CLAIMS IS LIMITED TO ONE (1) CLAIM FOR THE REIMBURSEMENT OF "QUALIFIED REPAIR EXPENSES" THAT YOU ACTUALLY PAY TO REPAIR COVERED DAMAGES. "Qualified Repair Expenses" are defined as (1) actual parts and labor expenses necessarily incurred to repair damaged "Listed Engine Parts" only, which shall be no more than the time to make repairs or to replace the "Listed Engine Parts" allocated by Chilton's Flat Rate Guide or other industry accepted flat rate guide times (x) the commercial repair shop's posted hourly rate, plus (+), if necessary, the reasonable cost of a replacement engine part of like kind and quality; and (2) expenses incurred within the warranty coverage duration as stated above. THE PAYMENT OF A CLAIM IS LIMITED TO THE LESSER OF \$5,000.00 OR THE ACTUAL CASH VALUE OF THE VEHICLE AS DETERMINED BY AN INDEPENDENT APPRAISER.
- 10. You will void this Quaker State® Lubrication Limited Warranty if your application or other information submitted contains untrue information, or if your vehicle is not an Eligible Vehicle.
- 11. The Quaker State® Lubrication Limited Warranty is only available to legal residents of the United States.
- 12. The use of any after market oil additive will void the warranty.

E. What to Do if You Have a Claim:

- 1. You must start a claim online via the Quaker State® Lubrication Limited Warranty website BEFORE you have any repairs made. If you have any questions, you may contact warranty headquarters by calling (toll free) 800-677-6457. Upon receiving authorization from the claims administrator, you may have repairs under the Quaker State® Lubrication Limited Warranty made by the car dealer from whom your vehicle was purchased or leased, or in the repair shop of your choice.
- 2. Before repairs are made to your vehicle, you must provide the claims administrator with all of the following:
 a. A copy of your Quaker State® Lubrication Limited Warranty (except if you're a California or Michigan resident)
 and all receipts showing oil changes or purchases using Quaker State® motor oil, with dates (receipts must be
 printed, not handwritten, and must clearly show Quaker State® motor oil was used as per the terms and conditions
 of the program);
 - b. Copies of all other service and repair orders that will verify compliance with the terms of this Quaker State® Lubrication Limited Warranty;
 - c. A copy of your lease agreement if the vehicle is leased;
 - d. A copy of the current vehicle registration card;
 - e. A complete statement of damage and repair costs;
 - f. A sample of the motor oil and the damaged parts at the time of the claim, if requested by SOPUS Products.
- 3. SOPUS Products may, at its discretion and at its own expense, conduct such further investigation as may be required to determine the cause of the claimed problem and your eligibility for reimbursement of the repair claims.
- If you have complied with the terms and conditions of this Quaker State® Lubrication Limited Warranty, SOPUS
 Products will approve the claim and make payment, as provided in this Quaker State® Lubrication Limited
 Warranty, after the repairs are completed.

The Quaker State® Cash Back Program

SOPUS Products offers a Cash Back Program to its eligible Quaker State® Lubrication Limited Warranty participants who use specialty Quaker State® motor oils (synthetic blend, high mileage, or full synthetic) such as Quaker State® Enhanced Durability™, Quaker State® Higher Mileage Engine™, or Quaker State® Ultimate Durability™ ("specialty motor oils"), subject to the terms and conditions set forth below.

A. How to Qualify:

- 1. The Cash Back Program is open to Quaker State® motor oil customers who are eligible for and have registered to participate in the Quaker State® Lubrication Limited Warranty program ("you"), except residents of California and Michigan who are not required to register.
- 2. You must comply with all terms and conditions set forth in the Quaker State® Lubrication Limited Warranty program above, plus the additional requirements contained in this Cash Back Program.
- 3. To be eligible for the Cash Back Program, you must use one or more of the following Quaker State® specialty motor oil products starting no later than when your vehicle reaches 100,000 miles;
 - a. Quaker State® Enhanced Durability™ motor oil
 - b. Quaker State® Higher Mileage Engine™ motor oil
 - c. Quaker State® Ultimate Durability™ motor oil

Product names may change or a product may be substituted or discontinued without notice at SOPUS Products' sole discretion.

- You will not be eligible for the Cash Back Program if you use Quaker State® conventional motor oil (Quaker State® Advanced Durability™) in your vehicle at or beyond 100,000 miles, unless you meet the requirements of the GRANDFATHER CLAUSE below.
- 5. GRANDFATHER CLAUSE. If you are an existing Quaker State® motor oil customer registered for the Quaker State® Lubrication Limited Warranty program before June 1, 2011, you have the opportunity to be eligible for the Cash Back Program by using any Quaker State® specialty or conventional motor oil (Quaker State® Advanced Durability™, Quaker State® Enhanced Durability™, Quaker State® Higher Mileage Engine™ or Quaker State® Ultimate Durability™).
- 6. You are eligible to make a claim for a bonus when your eligible vehicle has reached 300,000 miles AND it is no older than 20 years old, and you have otherwise complied with all terms and conditions of this Cash Back Program and the Quaker State® Lubrication Limited Warranty program.
- 7. You do not need to have made a claim under the Quaker State® Lubrication Limited Warranty program in order to make a claim under the Cash Back Program, nor does your eligibility under the Cash Back Program end after filing a claim under the Quaker State® Lubrication Limited Warranty program. Your eligibility under the Cash Back Program may extend beyond your eligibility under the Quaker State® Lubrication Limited Warranty program.

B. What to Do if You Have a Claim for a bonus:

- You must access the Quaker State® Lubrication Limited Warranty website at <u>www.quakerstate.com</u> and follow all directions posted on the site to complete the claim forms online and follow any other posted directions to submit your claim.
- 2. Before a bonus will be paid, you must provide all of the following:
 - a. A copy of your Quaker State® Lubrication Limited Warranty and all receipts showing oil changes or purchases using Quaker State® motor oil, with dates; receipts must be printed, not handwritten, and must clearly show Quaker State® specialty motor oil was used as per terms and conditions of the program;
 - b. Copies of all other service and repair receipts that will verify compliance with the terms of the Quaker State® Lubrication Limited Warranty program;
 - c. A copy of your lease agreement if the vehicle is leased;
 - d. A copy of the current vehicle registration:
 - e. A signed statement of actual vehicle mileage, which must equal or exceed 300,000 miles; form provided by SOPUS Products on the Quaker State® Lubrication Limited Warranty website;
 - f. A sample of the motor oil if requested by SOPUS Products.
- 3. SOPUS Products may, at its discretion and at its own expense, conduct such further investigation as may be required to determine compliance with the Cash Back Program and eligibility for payment of your claim.
- If you have complied with the terms and conditions of this Cash Back Program, SOPUS Products will approve the claim and make payment by check within 8 to 12 weeks after the approval of your claim, in an amount as determined below.
- 5. You will forfeit all right to a bonus if your application contains untrue information.

C. Determining the Amount of the bonus:

- 1. The amount of your bonus will equal the "Trade In–Good Condition" value of your vehicle on Kelley Blue Book® (www.kbb.com) at the time all required documentation for your claim is received, up to a maximum of \$3,000 U.S.
- 2. SOPUS Products reserves the right to substitute another independent service that values used vehicles in the event that Kelley Blue Book® becomes unavailable for any reason.
- 3. Limit one bonus per eligible vehicle.

D. Changes/Cancellation of the Cash Back Program:

- SOPUS Products reserves the right at any time and from time to time, without notice, to revise and/or terminate the Cash Back Program. In the event the program is modified, the modifications will apply to and be binding on all new participants as of the date of the modifications. In the event the program is terminated, current participants in the program will be notified and provided with a specific deadline by which to make a claim.
- By participating in the program and/or making a claim, you agree to be bound by the terms and conditions of the Cash Back Program as may be modified from time to time as set forth above, and to the decisions of SOPUS Products, which shall be final and binding.