

Shell Limited Warranty

SOPUS Products ("SHELL") warrants to PURCHASER that the commercial and industrial lubricant products that SHELL or its authorized distributor sells to PURCHASER meet SHELL's then current specifications at the time of product manufacture. SHELL will replace any commercial or industrial lubricant product that breaches this limited warranty. In addition, SHELL will repair or have repaired any equipment damage proven by PURCHASER to have been directly caused by a breach of this limited warranty; provided that the equipment and lubricant was selected and maintained in accordance with the original equipment manufacturer's recommendations and used under normal operating conditions, that PURCHASER maintains proper documentation and records to verify such maintenance and operations conditions, and that PURCHASER certifies that supplements or other lubricants have not been added to the SHELL lubricants used.

To make a claim under this limited warranty, PURCHASER must:

1. provide a written notice fully setting forth the facts on which the claim is based and send to: Shell Warranty Claims for Lubricants, Westhollow Technology Center, 3333 Highway 6 South, Houston, TX 77082.
2. allow SHELL or its representative to inspect the equipment, take a sample of the lubricant used, and review all equipment and maintenance records to determine the extent of the damage and to confirm that a SHELL lubricant directly caused the damage.

SHELL WILL NOT BE RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES. SHELL WILL NOT BE RESPONSIBLE FOR ANY DAMAGES DETERMINED TO BE THE RESULT OF THE NEGLIGENCE OF THE DISTRIBUTOR, DELIVERY AGENT OR ANY THIRD PARTY. THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER REMEDIES AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

