PENNZOIL® LUBRICATION LIMITED WARRANTY TERMS AND CONDITIONS

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

SOPUS Products warrants you, the vehicle owner or lessee whose name appears on the front of this Pennzoil[®] 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 Pennzoil[®] motor oil failed to provide proper lubrication. The Pennzoil[®] Lubrication Limited Warranty includes all the terms listed below. This Pennzoil[®] Lubrication Limited Warranty is free. This Pennzoil[®] 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 Pennzoil[®] motor oil. SOPUS Products reserves the right at any time and from time to time, without notice, to revise and/or terminate the Pennzoil[®] 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 PENNZOIL® 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 PENNZOIL® LUBRICATION LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE. THIS PENNZOIL® LUBRICATION LIMITED WARRANTY DOES NOT EXTEND THE VEHICLE MANUFACTURER'S LIMITED WARRANTY.

A. How Long Does the Pennzoil[®] Lubrication Limited Warranty Last:

It takes effect six (6) months after your first eligible purchase of Pennzoil[®] motor oil. As long as you comply with your obligations of this Pennzoil[®] 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 Pennzoil[®] Lubrication Limited Warranty program as follows:

- Up to 15 years or 500,000 miles (whichever is first) if you exclusively use Pennzoil[®] top portfolio level full synthetic motor oil (i.e., Pennzoil Ultra[™])
- Up to 10 years or 300,000 miles (whichever is first) if you exclusively use other Pennzoil[®] motor oil products (i.e., Pennzoil[®] Conventional, Pennzoil[®] High Mileage Vehicle,[®] Pennzoil[®] Gold[™], Pennzoil Platinum[®] and Pennzoil[®] Synthetic Blend Dexos1[™])

Please note the following:

- You may change your level of warranty protection at any time as long as your vehicle is within 60,000 miles and within 60 months old.
- Once your vehicle has more than 60,000 miles or is more than 60 months old, you may only change from 15 years/500,000 miles warranty protection to 10 years/300,000 miles warranty protection. The change becomes effective as soon as you stop using the Pennzoil® top portfolio level full synthetic motor oil and start using the other Pennzoil® motor oil products. This change cannot be reversed.
- Product names may change or a product may be substituted or discontinued without notice at SOPUS Products' sole discretion.
- Class 1 diesel engines are covered when in compliance with proper SOPUS Products product use and the Terms and Conditions of this Pennzoil[®] Lubrication Limited Warranty.
- Vehicles used, registered or leased for commercial, agricultural or competition purposes do not qualify for the Pennzoil[®] 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. Cam Shaft 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 Pennzoil® Lubrication Limited Warranty Program:
 - 0. Enroll online at <u>www.pennzoilwarranty.com</u>. (Except California and Michigan residents.)
 - 1. Service your vehicle's engine with a Pennzoil[®] motor oil, in the service classification and viscosity grade that is appropriate for your vehicle as recommended by your vehicle manufacturer.
 - 2. 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.
 - 4. Follow all scheduled engine maintenance recommendations by the vehicle manufacturer.
 - Update your oil change records online at least once every twelve (12) months, even if no oil change has taken place, on the Pennzoil[®] Lubrication Limited Warranty website so you can maintain your coverage (except California and Michigan residents).
 - 6. **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 PENNZOIL® 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 Pennzoil[®] 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 Pennzoil[®] motor oil, and satisfy all other requirements, before you will be eligible for reimbursement under this Pennzoil[®] 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 Pennzoil[®] 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 Pennzoil[®] 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):

- 0. The Pennzoil[®] 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.
 - 1. Vehicles must be registered prior to 60,000 miles and 60 months of vehicle manufacture date.
 - SOPUS Products will consider your claim for payment if you show that you complied with all of the terms and conditions of this Pennzoil[®] 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).
 - 3. This Pennzoil[®] 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 60,000 miles or less when you first used Pennzoil[®] motor oil and whose manufactured date is within the last 60 months of your first use of Pennzoil[®] 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.
 - 4. This Pennzoil[®] Lubrication Limited Warranty is transferable. You can transfer this Pennzoil[®] Lubrication Limited Warranty before your vehicle has been driven 75,000 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 Pennzoil[®] Lubrication Limited Warranty. You must start the transfer process via the Pennzoil[®] Lubrication Limited Warranty website. For more details, contact Pennzoil[®] Lubrication Limited Warranty headquarters at 1-877-422-7645.

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 Pennzoi[®] Lubrication Limited Warranty.

- 5. This Pennzoil[®] Lubrication Limited Warranty does not cover vehicles modified for, or used in competitive events, or which are subject to abnormal driving conditions.
- 6. This Pennzoil[®] 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 Pennzoil[®] Lubrication Limited Warranty also does not cover any consequential or incidental damages.
- 7. 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 Pennzoil® Lubrication Limited Warranty.
- 8. 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.
- 9. You will void this Pennzoil[®] Lubrication Limited Warranty if your application or other information submitted contains untrue information, or if your vehicle is not an Eligible Vehicle.
- 10. The Pennzoil® Lubrication Limited Warranty is only available to legal residents of the United States.
- 11. The use of any aftermarket oil additive will void the warranty.

E. What to Do If You Have A Claim:

- 0. You must start a claim online via the Pennzoil[®] Lubrication Limited Warranty website BEFORE you have any repairs made. If you have any questions, you may contact warranty headquarters by calling (toll free) 1-877-422-7645. Upon receiving authorization from the claims administrator, you may have repairs under the Pennzoil[®] Lubrication Limited Warranty made by the car dealer from whom your vehicle was purchased or leased, or in the repair shop of your choice.
- 1. Before repairs are made to your vehicle, you must provide the claims administrator with all of the following:
 - a. A copy of your Pennzoil[®] Lubrication Limited Warranty (except if you're a California or Michigan resident) and all receipts showing oil changes or purchases using Pennzoil[®] motor oil, with dates (receipts must be printed, not handwritten, and must clearly show Pennzoil[®] 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 Pennzoil® 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.
- 2. 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.
- 3. If you have complied with the terms and conditions of this Pennzoil® Lubrication Limited Warranty, SOPUS Products will approve the claim and make payment, as provided in this Pennzoil® Lubrication Limited Warranty, after the repairs are completed.