

AMSOIL Limited Warranty – Filters

(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, at the time of sale, each AMSOIL brand filter to be free from defect in material and workmanship during the period of service life recommended by AMSOIL INC. or the engine or equipment manufacturer.

LIMITATIONS OF LIABILITY AND GENERAL DISCLAIMER:

- This warranty applies only to AMSOIL brand filters 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 filter or issuance of a credit to the customer’s account for the price of the replacement filter.
 - Reimbursement to the customer for the reasonable cost, including labor and materials, to repair the engine or equipment components to the extent the damage was solely attributable to a defect in the AMSOIL filter.

AMSOIL’S LIABILITY AND THE BUYER’S EXCLUSIVE AND SOLE REMEDY FOR ANY DAMAGES ARISING OUT OF THE MANUFACTURE, SALE, DELIVERY, INSTALLATION, TECHNICAL DIRECTIONS OR RECOMMENDATION OF ANY AMSOIL FILTER, WHETHER IN CONTRACT, TORT, WARRANTY OR OTHERWISE, SHALL NOT EXCEED THE VALUE OF THE EQUIPMENT IN WHICH THE FILTER WAS 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. AMSOIL EXPRESSLY DISCLAIMS, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

WHAT THIS WARRANTY DOES NOT COVER:

- AMSOIL filters that have been improperly installed, abused, damaged, or 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.
- AMSOIL filters used in any aircraft or aviation application.
- AMSOIL filters that have been used for the purposes of racing.
- Failure of equipment due to a pre-existing condition that is unrelated to the use of AMSOIL filters.
- Repair or replacement of equipment because of normal wear.
- Failure of equipment when the wrong filter is used or the correct filter is used beyond the service life recommended *in writing* by AMSOIL INC. or the engine or equipment manufacturer. 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.

- Any allegedly defective AMSOIL filter which is not returned in its original, undamaged condition.

WHAT YOU MUST DO TO MAKE A CLAIM:

- 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 filter.
- 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 allow the AMSOIL Technical Services Department to examine the filter and, if required, the engine or equipment to determine the extent of damage and whether it was caused by a defective AMSOIL filter.
- You must additionally mail, at your expense, the following to AMSOIL INC., ATTN: Technical Services, One AMSOIL Center, Superior, WI 54880:
 - The filter in its original, undamaged condition.
 - 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 filter installation and general equipment repairs.
 - Proof of purchase for AMSOIL filter (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 use the proper filter or to change the filter pursuant to OEM recommendations for warranty coverage, or the written recommendations of AMSOIL.
- 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:

AMSOIL INC.
925 Tower Avenue
Superior, Wisconsin 54880
715-392-8324 Fax: 715-392-3097

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