

LIMITED WARRANTY

PetroChoice Holdings, Inc. ("PetroChoice") guarantees that Dyna-Plex 21C® branded lubricants meet or exceed the specifications stated by PetroChoice for each product, and that they are free from defects. Subject to the exclusions, terms and conditions of this limited warranty as set forth below, PetroChoice will pay for parts and labor deemed reasonably necessary to repair damage to engines or other pieces of equipment if it can be documented that the damage was caused solely and directly by breach of this limited warranty by PetroChoice.

This warranty protects your equipment against lubricant related failures when the following conditions are met (the "Qualifying Conditions"):

- The equipment is used under normal operating conditions.
- The equipment is serviced with only Dyna-Plex 21C® and other similar PetroChoice branded products and the product used in the equipment is confirmed by PetroChoice to be a PetroChoice product.
- The Dyna-Plex 21C® product used is the correct PetroChoice product for your application.
- The engine or equipment was operated as specified by the engine or equipment manufacturer maintenance schedule.
- The lubricant was changed as specified by the engine or equipment manufacturer maintenance schedule and samples submitted for testing in PetroChoice's Engine Guard Used Oil Analysis Program.
- Written documentation or maintenance records are provided by you which show the engine or equipment was serviced and maintained with only Dyna-Plex 21C® branded lubricants at regular intervals as specified by the manufacturer.
- Engine Guard oil analysis reports are provided which show the fluid from the engine or equipment was tested at regular intervals.
- In the event extended oil drain intervals are utilized, the intervals must be approved by PetroChoice's Technical Services Department.
- The proper lubricant level was maintained in the engine or equipment through documentation of frequency of oil make-up.
- When switching a unit over to a PetroChoice branded product, a used oil sample must be submitted for Engine Guard testing, along with a history of products used in the equipment.
- PetroChoice personnel are present during tear down and are allowed to inspect the damaged engine or equipment and take photographs.
- Oil samples have to be provided for lab testing from the damaged equipment.

This warranty shall be void if:

1. Any of the Qualifying Conditions are not met.
2. The damage is related to use of another brand of lubricant(s).
3. Any top treat additive products were used.
4. The damage is related to engine or equipment modification.
5. The owner/operator has failed to operate or maintain the engine or equipment as required by the manufacturer.

PetroChoice is not responsible for (and hereby disclaims all liability for) special, indirect, incidental or consequential damages or losses. PETROCHOICE'S LIABILITY TO PAY FOR ANY REPAIRS OR REPLACEMENTS UNDER THIS LIMITED WARRANTY IS LIMITED TO A TOTAL AGGREGATE AMOUNT OF \$25,000 ON ANY HEAVY EQUIPMENT OR \$5,000 ON ANY AUTOMOTIVE VEHICLE, BUT IN NO EVENT MORE THAN THE THEN FAIR MARKET VALUE OF THE RESPECTIVE PIECE OF EQUIPMENT OR VEHICLE.

To submit a claim under this warranty, please contact your Sales Representative or PetroChoice's Technical Services Dept. at 1-800-444-OILS.