

# PENNZOIL LUBRICATION LIMITED WARRANTY

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 omotor oil failed to provide proper lubrication. The Pennzoil Lubrication Limited Warranty includes all the terms listed below. This Pennzoil Lubrication Limited Warranty is free. No one may charge you a fee for it, or change it, or make any exceptions to its terms. This Pennzoil Lubrication Limited Warranty is available on Pennzoil omotor oil 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 omotor oil.

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 do what it says in this Pennzoil Lubrication Limited Warranty, your vehicle's Listed Engine Parts will be covered against lubrication caused failure from the time you were eligible for this Pennzoil Lubrication Limited Warranty program as follows:

•Up to 20 years/750,000 miles, whichever comes first\*, for customers exclusively using Pennzoil Ultra Platinum™ Full Synthetic Motor Oil

•Up to 15 years/500,000 miles, whichever comes first, guaranteed\*\*, for customers exclusively using Pennzoil Platinum® Full Synthetic motor oil, Pennzoil Platinum® Euro Full Synthetic motor oil, or Pennzoil Platinum® High Mileage Full Synthetic motor oil

•Up to 10 years/300,000 miles (whichever comes first) if you use other Pennzoil® motor oil products (i.e., Pennzoil® motor oil, Pennzoil® Professional motor oil, Pennzoil Gold Synthetic Blend motor oil, or Pennzoil® High Mileage).

### Please note the following:

- You may change your level of warranty protection at any time as long as your vehicle is within 125,000 miles and within 72 months old.
- Once your vehicle has more than 125,000 miles or is more than 72 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.
- 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:

- 1. Enroll online at www.pennzoil.com (except California and Michigan residents).
- 2. 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.
- 3. SOPUS Products requires you to change your vehicle's oil and oil filter at least as often as recommended by the vehicle manufacturer.
- 4. 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 Pennzoil Lubrication Limited Warranty website so you can maintain your coverage (except for California and Michigan residents).

## 7. IMPORTANT:

• FOR CALIFORNIA AND MICHIGAN RESIDENTS ONLY: BY STATE LAW CALIFORNIA AND MICHIGAN RESIDENTS ARE NOT REQUIRED TO REGISTER ONLINE. CALIFORNIA AND MICHIGAN RESIDENTS NOT REGISTERING ONLINE MUST COMPLY WITH ALL OTHER

TERMS AND CONDITIONS OF THE PENNZOIL LUBRICATION LIMITED WARRANTY. CALIFORNIA AND MICHIGAN RESIDENTS REGISTERING ONLINE ACKNOWLEDGE THAT THEY WILL COMPLY WITH ALL REQUIREMENTS, INCLUDING UPDATING RECORDS ONCE PER YEAR AS PER THE TERMS AND CONDITIONS OF THE PENNZOIL LUBRICATION LIMITED WARRANTY PROGRAM

- 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  $\circ$  oil and filter purchase, 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.

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

- 1. 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).
- 2. 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 125,000 miles or less when you first used Pennzoil motor oil and whose manufactured date is within the last 72 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, or a professional association or a professional corporation, and are primarily obligated for repairs and maintenance.
- 3. This Pennzoil Lubrication Limited Warranty is transferable. You can transfer this Pennzoil Lubrication Limited Warranty before your vehicle has been driven 125,000 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 via email at pzlwarrantysupport@kerrygroup.net.
- 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 Pennzoil Lubrication Limited Warranty.
- 4. This Pennzoil Lubrication Limited Warranty does not cover vehicles modified for, or used in competitive events, or which are subject to similar abnormal driving conditions.
- 5. This Pennzoil Lubrication Limited Warranty does not cover claims that result from (1) pre-existing conditions (which may be verified through an oil spectro-chemical analysis, at SOPUS Products' discretion), (2) collision, negligent 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.
- 6. 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.
- 7. 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) incurred within the warranty coverage duration as stated above.

- 8. 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.
- 9. The Pennzoil Lubrication Limited Warranty is only available to legal residents of the United States.

#### E. What to Do If You Have A Claim:

- 1. 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 via email at pzlwarrantysupport@kerrygroup.net. 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.
- 2. 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 California and Michigan residents) and all receipts showing oil changes or purchases using Pennzoil motor oil, with dates (receipts must be printed, not hand written, and must clearly show Pennzoil motor oil was used as per the terms and conditions of the Pennzoil Lubrication Limited Warranty 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.
- 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.
- 4. 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.

ANY CLAIM IS LIMITED TO \$5,000.00, OR THE ACTUAL CASH VALUE OF THE ELIGIBLE VEHICLE, WHICHEVER IS LESS, IF YOU JOIN THE PROGRAM WHEN YOUR VEHICLE HAS LESS THAN 75,000 MILES. IF YOU JOIN THE PROGRAM WHEN YOUR VEHICLE HAS 75,001 - 125,000 MILES, ANY CLAIM IS LIMITED TO \$2,500.00, OR THE ACTUAL CASH VALUE OF THE ELIGIBLE VEHICLE, WHICHEVER IS LESS. YOUR REIMBURSEMENT UNDER THIS PROGRAM WILL NEVER BE MORE THAN QUALIFIED REPAIR EXPENSES. YOU MAY ONLY HAVE ONE (1) CLAIM PER ELIGIBLE VEHICLE UNDER THE PENNZOIL LUBRICATION LIMITED WARRANTY.

\*Up to 20 years or 750,000 miles, whichever comes first, if you exclusively use Pennzoil Ultra Platinum™ Full Synthetic motor oil. Your engine must have fewer than 125,000 miles and have been manufactured in the past 72 months. To maintain your warranty, change your vehicle's oil and oil filter at least as often as recommended by the vehicle manufacturer. Enrollment required. Keep your receipts. Other conditions apply. See pennzoil.com/warranty to enroll and for full details and terms.

\*\*Up to 15 years or 500,000 miles, whichever comes first, guaranteed, if you exclusively use Pennzoil Platinum® Full Synthetic motor oil, Pennzoil Platinum® High Mileage Full Synthetic motor oil, and Pennzoil Platinum® Euro Full Synthetic motor oil. Your engine must have fewer than 125,000 miles and have been manufactured in the past 72 months. To maintain your warranty, change your vehicle's oil and oil filter at least as often as recommended by the vehicle manufacturer.

Enrollment required. Keep your receipts. Other conditions apply. See pennzoil.com/warranty to enroll and for full details and terms.

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Web Master: Kerry Group, LLC 523 Hanley Industrial Ct St. Louis, MO 63144 (314) 528 - 2467 webmaster@kerrygroup.net

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- The domain name and the e-mail address of users of this Web site
- The e-mail addresses of those who post messages to any bulletin board on this Web site
- The e-mail addresses of those who communicate with the Company via e-mail
- The e-mail addresses of those who make postings to any chat areas on this Web site
- Aggregate and user-specific information, such as:
  - What pages users access or visit
  - IP address used for tracking
- Information volunteered by the user, such as:
  - Survey information
  - Vehicle and vehicle service information
  - Personal contact information
  - Site registrations
  - Information about the transactions the user conducts on this Web site

# What information may be needed with respect to Customers:

Customer participation is voluntary and may require customers to provide:

- Company name and contact information
- Company logo
- Company's customer e-mail and phone numbers

### The information the Company collects is used in order to:

- Communicate of company and customer specific offers, product information, promotional
- and advertising communications and service reminders used to improve the content of this
- website customize any content or layouts of this website for individual users
- Conduct internal reviews
- Respond to queries or requests submitted by you
- Process requests applications submitted by you
- Administer or otherwise carry out our obligations in relation to any agreement you have with
- IIS
- Anticipate and resolve problems with any goods or services supplied to you
- Create products or services that may meet your needs.
- Share with other reputable organizations to help them
- Contact users for marketing purposes and commercial purposes.

### With respect to cookies:

The Company uses cookies to:

- Store user preferences
- Record session information
- Record user-specific information on what pages users access or visit
- Alert visitors to new areas that the Company thinks might be of interest to them when they
- return to this Web site
- Record past activity at a site in order to provide better service when users return to this Web
- site
- Ensure that users are not repeatedly sent the same banner ads
- Customize this Web site's content based on users' browser type or other information that the
- user sends

### With respect to children:

This Web site is intended for users who are 18 years old or older. Therefore, the Company does not knowingly collect any personal information from children.

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From time to time, the Company may use user information for new, unanticipated uses not previously disclosed in this privacy notice. If the Company's information practices change at some time in the future, the Company will post the policy changes to this Web site to notify you of these changes. If you are concerned about how your information is used, you should check back at this Web site periodically.

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