



Performance Plus® Limited Product Warranty

Performance Plus® lubricants are high quality and high-performance lubricants made using premium high-quality base oils.

Safety-Kleen Systems, Inc. ("Safety-Kleen") warrants that the lubricants sold by Safety-Kleen or its authorized distributors comply with Performance Plus's written properties (specifications) for those products and meet then current specifications. Safety-Kleen will, at its sole discretion, replace the product or refund the purchase price of any Performance Plus lubricant that does not comply with this limited warranty. Additionally, Safety-Kleen will pay to repair any equipment damage proven to have been directly caused by a breach of this limited warranty; provided that the damage is determined to have been directly caused by the failure of the Performance Plus lubricants to comply with its written product performance claims, and that Performance Plus is furnished with satisfactory documentation.

Documentation consists of:

- 1) Written documentation showing equipment was maintained in accordance with the original equipment manufacturer's recommendations
- 2) Proof that equipment was used under normal operating conditions in accordance with the manufacturer's operating instructions and limitations, including speed, load, and temperature; and in accordance with the manufacturer's recommendations, including compliance with product selection, monitoring and drain recommendations
- 3) Documentation that certifies that after-market products or other lubricants have not been added to the Performance Plus lubricants used as use of after-market products will void the product limited warranty.

Any claims for equipment repairs under this warranty must: be made in writing within thirty (30) days of the equipment failure with the facts on which the claim is based. Additionally, Safety-Kleen or its authorized representatives must be allowed 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 Performance Plus lubricant directly caused any damage.



EXCEPT FOR THE WARRANTY SET FORTH HEREIN SAFETY-KLEEN MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. SAFETY-KLEEN IS NOT RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES.