



## Limited Warranty Statement

KOST USA, Inc. ("KOST") warrants that all KOST branded products sold hereunder ("KOST Products") conform to KOST's written specifications for those products and comply with the product performance claims applicable to each such product, if any, expressed in writing on the KOST authorized product label and in KOST's written brochures, website and sales faxes when sold. KOST will, at its option, replace at no charge or refund the purchase price of any KOST Product(s) not conforming to this Limited Product Warranty.

Additionally, KOST will pay to repair damage (parts and labor only) to your qualified vehicle or equipment to the extent that the damage is, in KOST's sole opinion, directly caused by the failure of the KOST Product to conform to its specifications or comply with its written product performance claims, provided KOST is furnished with satisfactory documentation noted in this Limited Product Warranty.

KOST MAKES NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THOSE DESCRIBED IN THIS LIMITED PRODUCT WARRANTY. KOST SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. KOST SHALL NOT BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT LOSSES OR DAMAGES ARISING FROM THE USE OF THE KOST PRODUCTS SOLD HEREUNDER.

All of the terms and conditions of the Limited Product Warranty are stated herein. The Limited Product Warranty is free. No one may charge you a fee for it, or change it, or make any exceptions to these terms or conditions. In no event will any claim payment be made in an amount exceeding \$1,000.00. This Limited Product Warranty is the only warranty that applies to KOST Product and sets forth all of the obligations and responsibilities of KOST. Any and all applicable implied warranties are limited to the terms, conditions and duration of this Limited Product Warranty. All other warranties, express or implied, are specifically disclaimed. KOST shall not be responsible or liable for any amount of damage in excess of the approved repair estimate or \$1,000, whichever is less. Incidental, consequential, special or punitive damages are specifically excluded from coverage under this Limited Product Warranty.

This Limited Product Warranty takes effect 60 days after your first documented use of KOST Product. Thereafter, and subject to the Requirements, Limitations and Exclusions stated below.



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To qualify for Limited Product Warranty coverage, you must comply with all of the prerequisites and maintenance requirements (the “Requirements”) stated below;

- Completely flush and fill the qualified vehicle or equipment with KOST Product and use KOST Product exclusively during the entirety of the Limited Product Warranty period.
- When topping off, do so with KOST Product as necessary to maintain the proper ratio of KOST Product and water in your qualified vehicle or equipment per the Original Equipment Manufacturers (“OEM”) recommendations.
- For dilutions and top offs, use water meeting ASTM D3306 requirements.
- Provide documentation that the qualified vehicle or equipment meets and was operated in accordance with the OEM’s specifications for the qualified vehicle or equipment and was used under normal operating conditions and in accordance with the OEM’s operating instructions and limitations, including speed, load, and temperature.
- Provide documentation that the qualified vehicle or equipment was maintained in accordance with the OEM’s recommendations, including compliance with product selection, monitoring and drain recommendations.
- Provide documentation for qualified vehicles or equipment maintained under a manufacturer endorsed extended drain regimen. You must perform and provide documentation of periodic analysis of the KOST Product to forecast optimum drain intervals and to monitor equipment operations.
- Save all of your KOST Product purchase receipts and all of your receipts for replacement charges to demonstrate compliance with maintenance requirements. If you perform your own maintenance, make and save a record of the service.

### Limitations and Exclusions

- You must own or lease the qualified vehicle or equipment. If you lease the qualified vehicle or equipment, it will be covered but only if you are personally responsible for its repair and maintenance.
- This Limited Product Warranty does not cover claims that are the result of: (a) normal wear and tear; (b) pre-existing conditions; (c) a collision or accident; (d) a manufacturer's defect or recall; (e) improper installation of any part; (f) improper use of KOST Products; or (g) failure to maintain your qualified vehicle or equipment at levels prescribed herein or by the manufacturer.
- This Limited Product Warranty also does not cover claims that are covered by any warranty or service contract offered by the seller or manufacturer of the qualified vehicle or equipment.
- This Limited Product Warranty is limited to the owner or lessee of the qualified vehicle or equipment at the time of the initial flush and fill with KOST Product. It is not transferable to any subsequent owners or lessees.
- The use of after-market product additives is not allowed under this Limited Product Warranty.
- In addition to the above requirements, you will void this Limited Product Warranty if your claim contains untrue or unsubstantiated information, if your qualified vehicle or equipment is contaminated with other products or if your qualified vehicle or equipment is not qualified as defined above.



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### **What to Do If You Have a Claim:**

Notify KOST by calling 1-800-661-9391 within 30 days of the damage and provide the following;

- (a) a copy of your KOST Product sales receipt(s);
- (b) the damaged part(s);
- (c) a sample of the KOST Product mixture in the engine of the qualified vehicle or equipment;
- (d) a copy of your qualified vehicle or equipment registration card or other proof of ownership;
- (e) copies of all service receipts and/or service records showing the use of KOST Products in the qualified vehicle or equipment, including your initial flush and fill; and
- (f) a statement from a repair professional documenting the claimed damage, the estimated cost of repair and the qualified vehicle or equipment's odometer and/or hour reading.

KOST may, in its discretion and at its expense, conduct further investigation as may be required to determine the cause of the claimed problem and your eligibility for Limited Product Warranty coverage.

If your claim is approved, KOST will make payment after repairs are completed and after submitting your bill. Claims are limited to amount of the estimate received ("Approved Repair Expenses"). Approved Repair Expenses shall be limited to parts and labor required to repair or replace the equipment. In no event will any claim payment be made in an amount exceeding \$1,000.00.

6/2020



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