



# WARRANTY



## DESCRIPTION

Ampol warrants that lubricant products supplied by Ampol (Ampol Lubricant) conform to Ampol's latest published specifications ("Specifications") and comply with Ampol written product performance claims ("Performance Claims") when sold.

In consequence of the failure of an Ampol Lubricant to conform to its Specifications or comply with Performance Claims, Ampol will:

- pay for parts and labour only to repair damage (if any) to your equipment to the extent that damage is directly caused by that failure; and
- pay for the cost of the replacement of the Ampol Lubricant or the supply of an equivalent lubricant.

In respect of a claim on Ampol for equipment damage Ampol will require you to furnish it with satisfactory evidence demonstrating:

- the equipment meets and was operated in accordance with the manufacturer's specifications for the equipment and was used under normal operating conditions and in accordance with the manufacturer's operating instructions and limitations, including speed, load, and temperature; and
- the equipment was maintained in accordance with the manufacturer's recommendations, including compliance with oil selection, monitoring and drain recommendations. You must perform periodic oil analyses to forecast optimum oil-drain intervals and to monitor equipment operation.

Ampol has technical support available to help you determine the cause of any abnormal equipment wear or equipment damage. If in Ampol's reasonable opinion any such wear or damage is not related to the failure of Ampol Lubricant to conform to its Specification or comply with Performance Claims Ampol will not be liable for such wear or damage but will endeavour to provide information to assist you in resolving your claim with the responsible party.

To make a claim under this warranty, you must not be a party to a term supply agreement with Ampol and will need to notify Ampol promptly in writing of the matter. In the case of equipment damage, you will also need to furnish copies of your maintenance reports, periodic oil analyses, submit a sample of the Ampol Lubricant from the failed equipment, and make parts and operating records available for Ampol inspection upon request.

Except in respect of any warranty applicable as the result of the mandatory operation of any law (including any warranty so applicable under the Competition and Consumer Act 2010), and the warranty set forth above, Ampol makes no other warranties, commitments or undertakings, whether as to the description of the Ampol product, its quality, merchantability, fitness for a particular purpose or otherwise.

Ampol shall not be liable to you or to any other person for any, economic, special, exemplary, punitive, consequential, incidental or indirect losses or damages or loss of production, loss of revenue, loss of profit or anticipated profit, loss of business reputation, business interruptions of any nature, loss of opportunities, loss of anticipated savings or wasted overheads arising from or related to any damage to you, your equipment or your facility attributable to the use of the Ampol Lubricant.

Please call your local Ampol office should you consider you have an Ampol Lubricant-related failure and you determine that you would like to submit a warranty claim.