

## LIMITED WARRANTY

ConocoPhillips Commercial Lubricants Division guarantees that its Kendall® branded lubricants meet or exceed the specifications stated by ConocoPhillips for each product, and that they are free from defects. Therefore, ConocoPhillips will pay for parts and labor deemed reasonably necessary to repair damage to engines or other pieces of equipment if it can be demonstrated that the damage was caused solely and directly by a breach of this warranty by ConocoPhillips.

### **This warranty protects your equipment against lubricant-related failure as long as:**

- It is serviced with Kendall branded lubricant, provided the equipment is used under normal operating conditions and maintained according to the manufacturer's recommendations
- The product used is confirmed by ConocoPhillips to be a Kendall branded lubricant
- The product used is the correct Kendall branded lubricant 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
- Written documentation or maintenance records are provided that show the engine or equipment was serviced and maintained at regular intervals as specified by the manufacturer
- The proper lubricant level has been maintained in the engine or equipment through documentation of frequency of oil make-up
- A historical record of lubricant brands and types used during the life of the engine or equipment is provided, and the date of last use prior to switching to the Kendall branded lubricant
- ConocoPhillips is provided with a new and used sample of the Kendall branded lubricant, with the plant fill codes, that are believed to be the cause of the engine or equipment failure, and ConocoPhillips personnel are allowed to inspect the damaged engine or equipment, take samples, and perform lab tests on the samples
- Prompt notice of the problem is given to allow ConocoPhillips to investigate the problem
- This warranty shall be void if: (1) the wrong Kendall branded lubricant is used for the application; (2) the damage is related to use of other competitive lubricants; (3) the damage is related to engine or equipment modification; or (4) the owner/operator has failed to operate or maintain the engine or equipment as required by the manufacturer

**CONOCOPHILLIPS IS NOT RESPONSIBLE FOR (AND HEREBY DISCLAIMS ALL LIABILITY FOR) SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES REGARDING KENDALL BRANDED LUBRICANTS, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

To submit a claim under this warranty, please contact your Marketer Sales Representative, Lube Engineer or call a Hot Line Consultant @ **1-877-445-9198** to report the problem so we can resolve it promptly.