

CATALYS LUBRICANTS INC. LIMITED WARRANTY AND LIMITATION OF LIABILITY



Catalys Lubricants Inc. ("**Catalys**") warrants that all Catalys and Nemco branded lubricant, coolant/antifreeze, DEF, windshield washer fluids, grease or chemical products sold by Catalys or authorized Catalys distributors (the "**Products**") comply with the specifications described in the Product data sheets in force at the time of sale of the Products (the "**Limited Warranty**").

Most Catalys and Nemco Products meet or exceed original equipment manufacturers' standards.

Catalys will replace any Products deemed to be defective and will repair or replace any damaged parts or equipment directly resulting from a defect or failure of the Products, as long as the Products are used in accordance with the equipment manufacturers and recommendations described in the Products data sheets.

This warranty is in addition to any and all original equipment manufacturers' warranties and does not invalidate them.

Claims pursuant to this Limited Warranty submitted to Catalys must be submitted promptly in writing and must be accompanied by satisfactory documentation demonstrating:

- › The equipment meets and was operated in accordance with the manufacturer's specification 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.
- › The equipment was in good operating condition at the time the Products was installed or used, and was maintained in accordance with the manufacturer's recommendations, including compliance with Products selection, monitoring and drain intervals.

The claims will be reviewed by Catalys at its sole discretion. Catalys reserve the right to inspect any failed equipment before reviewing and approving the claims.

This Limited Warranty does not cover:

- › Products used in mechanically defective equipment, where the damage results from, but is not limited to a previously existing condition, abnormal operation, negligence, abuse, damage from casualty, shipment or accident, or equipment modification without written authorization from the original equipment manufacturer.

- › Any defect or equipment failure due to problems unrelated to the Products, including normal wear and tear.
- › Products that have been used in conjunction with any other product or aftermarket additive that has not been authorized for use by Catalys.
- › Any defect or failure caused by negligence, improper storage or manipulation conditions, misuse, accident, normal wear and unauthorized modification or alteration.

Catalys's liability for claims under this Limited Warranty shall be effective for one (1) year from the date of sale of the Products.

This Limited Warranty does not apply to Products used outside of Canada.

To submit a claim under this Limited Warranty, you must contact us at the following address:

legal@catalyslubrificants.ca
Catalys Lubricants Inc.
2025 Lucien-Thimens Street
Montreal, QC H4R 1K8

NOT APPLICABLE TO QUÉBEC CONSUMERS¹ - TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CATALYS MAKES NO REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, BEYOND THOSE SET FORTH IN THIS WARRANTY. CATALYS DISCLAIMS ANY AND ALL WARRANTIES OR CONDITIONS, EXPRESS, STATUTORY AND IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THIS LIMITED WARRANTY. IN NO EVENT WILL CATALYS OR ITS RESELLERS, DISTRIBUTORS, AND/OR SUPPLIERS BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE, AGGRAVATED OR EXEMPLARY DAMAGES ARISING OUT OF, BASED ON, OR RESULTING FROM YOUR OR ANY THIRD PARTY'S PURCHASE AND/OR USE OF THE PRODUCT, EVEN IF WE OR SUCH OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS AND EXCLUSIONS APPLY WITHOUT REGARD TO WHETHER THE DAMAGES ARISE FROM (1) BREACH OF CONTRACT, (2) BREACH OF WARRANTY, (3) TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), (4) CLAIMS UNDER STATUTORY PROVISIONS OR REGULATIONS OR (5) ANY OTHER CAUSE OF ACTION. NOTWITHSTANDING THE FOREGOING, CATALYS'S AGGREGATE LIABILITY SHALL NOT EXCEED TWO HUNDRED THOUSAND DOLLARS (\$200,000).

¹ **NOTE:** Pursuant to section 19.1 of the *Consumer Protection Act* (the "CPA"), a stipulation that is inapplicable in Québec under a provision of this Act or of a regulation that prohibits the stipulation must be immediately preceded by an explicit and prominently presented statement to that effect. Pursuant to section 10 CPA, any stipulation whereby a merchant is liberated from the consequences of his own act or the act of his representative is prohibited.

Pursuant to sections 25.4 to 25.6 of the *Regulation respecting the application of the Consumer Protection Act*, merchants cannot exclude the legal warranties provided by the CPA.