

Vertex Lubricants Comprehensive Warranty Document

Introduction

This Warranty Document outlines the warranty policy for Lubricants New Zealand Limited ("Vertex Lubricants", "we," "us," or "our"). For further details or assistance, please contact our customer service team.

1.0 Definitions

- 1.1. **Date of Purchase:** "Date of Purchase" means the date shown on the purchase receipt. Date of manufacture shall be attained from the unique batch code attached to each Product
- 1.2. **Maximum Storage Period:** "Maximum Storage Period" means the maximum period a Product can be stored for and by which date that Product must be used or put into service. Unless otherwise stated in writing by us, the Maximum Storage Period is 12 months from the Date of Purchase. If the Maximum Storage Period is varied through written agreement, this Warranty does not apply to that Product unless otherwise stated in writing by us.
- 1.3. **MSDS:** "MSDS" means the Material Safety Data Sheet which can be located on Vertex Lubricants website <https://www.vertexlubricants.co.nz/> or requested from technical@vertexoil.co.nz.
- 1.4. **Purchaser:** "Purchaser" means any end user of the Product who purchased it.
- 1.5. **Product:** "Product" means any Vertex Lubricants product to which this Warranty Document applies as per clause 3.1.
- 1.6. **Storage Instructions:** "Storage Instructions" means the storage instructions that are specified in the Product's MSDS.
- 1.7. **Technical Data Sheet (TDS):** "Technical Data Sheet (TDS)" means the document outlining the Product's specifications and performance claims.
- 1.8. **Warranty Period:** The Warranty Period refers to the specified service interval/ period for a Product as outlined by the original equipment manufacturer (OEM). Where the Vertex Lubricants technical team provides a written recommendation that differs from the OEM's specified interval or period, the Vertex Lubricants written recommendation will

take precedence and define the new Warranty Period for the Product.

2.0 Warranty Coverage

2.1 Vertex Lubricants warrants to the Purchaser for the Warranty Period that:

- a) The Product will be free from defects or manufacturing faults and will conform to the specifications and written performance claims outlined in the TDS. If any Product fails to meet these claims during the Warranty Period, Vertex Lubricants will, at its discretion, either:
 - Replace the Product free of charge; or
 - Refund the purchase price paid by the Purchaser to Vertex Lubricants. Where the Purchaser has purchased the Product from an authorised reseller of Vertex Lubricants (i.e. not directly from Vertex Lubricants), Vertex Lubricant will refund the lesser of the purchase price paid by the authorised reseller to Vertex Lubricants or the purchase price paid by the Purchaser to the authorised reseller.
- b) Vertex Lubricants will cover the cost of repairing damage to the Purchaser's equipment (limited to parts and labour only) up to NZD \$10,000,000 per incident, provided that the damage is solely caused by the failure of the Product to meet its specifications or performance claims outlined in the TDS. This NZD \$10,000,000 limit applies per incident unless otherwise specified in writing by us.

2.2 The Warranty only applies where:

- a) The Purchaser's equipment had been operated in accordance with the manufacturer's specifications, and under normal operating conditions following the manufacturer's operating instructions and limitations, including speed, load, and temperature. Where the Vertex Lubricants technical team provides a written recommendation that differs from the manufacturer's specified service interval or period, the Vertex Lubricants written recommendation will take precedence and must have been followed by the Purchaser.
- b) The Purchaser's equipment had been maintained according to the manufacturer's recommendations, including compliance with Product selection, monitoring, and drain recommendations. Where the Vertex Lubricants technical team provides a written recommendation that differs from the manufacturer's specified service interval or period, the Vertex Lubricants written recommendation will take precedence and must have been followed by the Purchaser. For equipment maintained under a manufacturer-endorsed extended drain regimen, periodic analyses of the Product must have been performed to forecast optimum drain intervals and monitor equipment operations.

c) The Purchaser has complied with the Storage Instructions.

d) The Purchaser has put the Product into service and used it prior to expiry of the Maximum Storage Period.

2.3 This Warranty does not apply if the Maximum Storage Period is varied through written agreement of Vertex Lubricants unless otherwise stated in writing by us.

2.4 The Warranty is non-transferable.

3.0 Application to Products

3.1 **Covered Product Categories:** This Warranty applies to the following product categories:

- Automatic Transmission Fluids
- Agricultural/ Earthmoving Power Train Oils
- Automotive/ Agricultural/ Earthmoving Gear Oils
- Automotive/ Agricultural/ Earthmoving Greases
- Compressor Fluids
- Diesel Engine Oils
- Engine Coolants
- Food Grade Lubricants
- Heavy Duty Drive Line Oils
- Hydraulic Fluids
- Industrial Gear Oils
- Manual Transmission Fluids
- Motorcycle Engine Oils
- Passenger Vehicle Engine Oils
- Power Steering Fluids

3.2 **Excluded Product Categories:** The following product categories are not covered under this Warranty:

- Aerosol Products

- Products used in racing or motorsport applications (including Covered Products under clause 3.1 that are used in racing or motorsport)
- Brake Fluids
- Chain and Bar Lubricants
- Suspension Fluids
- Hand Cleaners
- Anti-Seize Products
- Chain Lubricants
- Friction Modifiers
- Heat Transfer Oils
- Metal Working Fluids
- Oil Spill Products
- Planer Bed Lubricants
- Running-In Oils
- Saw Lubricants/ Coolants
- Suspension Fluids
- White Oils
- Any Products not used in accordance with TDS, MSDS, or industry standards.

4.0 Exclusions

4.1 The Warranty does not extend to cover and Vertex Lubricants will not have any liability:

- a) **Improper Use or Storage:** If Product defects or damage to the Purchaser's equipment is caused due to conditions unrelated to the use of the Product, including use of products not authorised by Vertex Lubricants or misuse, abuse, misapplication or failure to use the Product according to Vertex Lubricants' instructions, Maximum Storage Period, TDS, MSDS or the industry standards. For clarity, Vertex Lubricants shall not be liable for defects or damage resulting from misapplication due to third-party recommendations, including authorised dealers or distributors.
- b) **Wear and Tear:** If Product defects or damage to the Purchaser's equipment results from normal and expected wear and tear.

- c) **Acts of God:** If Product defects or damage to the Purchaser's equipment is caused due to any act of God (including flooding, earthquake, lightning and any other naturally occurring environmental or other disaster).
- d) **Additives:** If the use of other products, such as engine flush, or after-market additive treatments have damaged the Purchaser's equipment or affected the performance of the Product.
- e) **Costs:**
- For costs incurred by the Purchaser in returning, replacing or notifying of any alleged defective Product to Vertex Lubricants.
 - For costs incurred by the Purchaser in removing the alleged defective Product from the Purchaser's premises or the location of the Product.
- f) **Claim Process:**
- If the Purchaser has not followed the claim process as outlined in this Warranty Document.
 - If the Claim Notice has not been received by Vertex Lubricants prior to the expiry of the Warranty Period.
 - If the claim has not been accepted by Vertex Lubricants following its investigation as set out in the claim process below.

5.0 Claim Process

5.1 To make a claim for equipment repair under this Warranty Document, the Purchaser must follow the following claim process.

5.2 The Purchaser must notify Vertex Lubricants in writing of the claim (**Claim Notice**) within thirty (30) days of the Product failure or equipment damage being discovered providing particulars of the warranty claim.

5.3 The following must accompany the Claim Notice:

- a) Evidence of the purchase such as a purchase receipt.

- b) Evidence which confirms the relevant Product was purchased from Vertex Lubricants, or a known customer of Vertex Lubricants thereof, to validate any claim.
- c) Records showing that the equipment was serviced at the intervals recommended by the manufacturer for its entire life up to the time of Product failure or equipment damage, or where the Vertex Lubricants technical team provides a written recommendation that differs from the manufacturer's specified service interval or period, the equipment was serviced according to that recommendation for its entire life up to the time of Product failure or equipment damage.
- d) A sample of the Vertex Lubricants' Product from the failed equipment obtained according to Oil Sampling Practices approved by Vertex Lubricants.

5.4 Upon receiving a claim, Vertex Lubricants will review the documentation provided and may request additional information.

5.5 At any time in the investigation, Vertex Lubricants may itself or request the assistance of engineers, scientists or any other party it deems appropriate to consult, inspect and test the damaged equipment and failed parts. Vertex Lubricants reserves the right to make a reasonable final decision based on the findings of such investigation.

6.0 Exclusion of Other Warranties

Vertex Lubricants makes no other warranties, whether express or implied, beyond those described in this Warranty Document. Vertex Lubricants provides application guidance based on the available information and disclaims any warranty of merchantability or fitness for any particular purpose (i.e. the Purchaser is ultimately responsible for confirming the Product's suitability for their specific use).

7.0 Limitation of Liability

7.1 Vertex Lubricants will only cover the cost of repairing damage to the Purchaser's equipment (limited to parts and labour only) up to NZD \$10,000,000 per incident, provided that the damage is solely caused due to the Product not conforming to its specifications or written performance claims, as outlined in the TDS. This NZD \$10,000,000 limit applies per incident unless otherwise specified in writing by us.

7.2 Vertex Lubricants shall not be liable for any special, consequential, incidental, or indirect losses or damages, including loss of profits, arising from the use of the Products sold under this Warranty Document.

8.0 Technical Support

Should you experience equipment failure, Vertex Lubricants' technical support team will assist in determining the cause of the problem. If the failure is not due to Vertex Lubricants' Product, we will provide you with the results of our analysis to help you determine the root cause of the failure.

9.0 Governing Law

This Warranty is governed by the laws of New Zealand, including the Consumer Guarantees Act 1993 and the Fair Trading Act 1986, where applicable.

10.0 Final Provisions

This Warranty constitutes the entire agreement regarding the Products covered under clause 3.1. It supersedes all prior agreements or representations made by Vertex Lubricants.

11.0 Important Notes:

- a) This warranty does not affect statutory rights under the Consumer Guarantees Act 1993.
- b) By purchasing or using Vertex Lubricants' Products, you agree to the terms and conditions outlined in this Warranty Document.