



Nemco Product Warranty and Limit/Exclusion of Liability

THIS WARRANTY AND THE LIABILITY OF NEMCO IS LIMITED AS STATED BELOW.

Nemco Resources Ltd. warrants that the Nemco branded lubricant, coolant or grease products sold by Nemco or authorized Nemco distributors conform to Nemco's written specifications for those products, and comply with the product performance claims applicable to each such product.

Most Nemco products meet or exceed original equipment manufacturers' standards. We guarantee their performance when used in accordance with Nemco's recommendations, the equipment manufacturers' performance specifications, and under normal operating conditions.

Nemco will repair or replace any damaged parts or equipment resulting from a defect or failure of the Nemco product, as long as the product is used in accordance with the equipment manufacturers and Nemco recommendations.

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

Warranty claims to Nemco must provide 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 Nemco product was installed, and was maintained in accordance with the manufacturer's recommendations, including compliance with product selection, monitoring and drain intervals.

The Nemco Product Warranty does not cover:

- Nemco branded 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.
- Failure of equipment due to non-lubricant issues, including normal wear.
- Nemco products that have been used in conjunction with any other product or aftermarket additive that has not been authorized for use by Nemco.

THIS WARRANTY DOES NOT APPLY TO NEMCO PRODUCTS USED OUTSIDE OF CANADA. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEMCO MAKES NO REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, BEYOND THOSE SET FORTH IN THIS WARRANTY. NEMCO 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 THE FACE OF THIS DOCUMENT. IN NO EVENT WILL NEMCO 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 NEMCO 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.

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