

Champion Brands, LLC Limited Warranty – Lubricants

Champion Brands LLC of Clinton, MO hereby warrants that, at the time of sale, its lubricants are fit for use according to the written recommendations of Champion Brands, LLC and in applications for which one or more of the standards set forth in the product data bulletins and product labels are specified. Champion Brands LLC further warrants its products to be free of defective materials, design and workmanship.

THIS WARRANTY IS SUBJECT TO THE FOLLOWING LIMITATIONS AND GENERAL DISCLAIMER:

1. This warranty only applies to Champion Brands' lubricants for which Champion does not offer a separate, specific warranty.
2. The warranty herein applies only to Champion lubricants that are packaged by Champion and sold by Champion or an authorized Dealer.
3. The liability of Champion Brands LLC shall be limited to:
 - a. Replacement of the defective lubricant.
 - b. The cost, including labor and materials, to repair, or at the option of Champion Brands to replace damaged components lubricated by Champion products according to Champion recommendations.
4. In no case shall Champion Brands LLC be liable for special, incidental or consequential damages including, but not limited to, damage or loss of other property or equipment, loss of profits or revenue, cost of capital, business interruption, lodging, towing or cost of replacement equipment. The liability of Champion Brands LLC arising out of the manufacture, sale, delivery, installation, technical directions or recommendation of any lubricant – whether in contract, tort, Warranty or otherwise – shall not exceed the value of the equipment in which the product(s) were used. The remedies to the purchaser herein are EXCLUSIVE.
5. In the event of a claim against Champion Brands, LLC the procedure below must be completely followed:
 - a. Where the original warranty for the equipment manufacturer is still in effect, the customer shall file a warranty claim with the Original Equipment Manufacturer (OEM) in accordance with the OEM warranty procedures.
 - b. Customer shall retain failed parts for inspection by Champion Brands LLC unless given to the OEM.
 - c. Customer shall also, within 30 days of failure, notify Champion Brands and provide the following:
 - (a) An eight (8) ounce representative oil sample taken from the failed equipment and put into a clean, dry container.
 - (b) Documentation including make, model and year of equipment, total accumulated miles and/or hours and duty cycle or service environment.
 - (c) Equipment or vehicle maintenance history documentation including miles or hours at the time of Champion lubricant installation, general equipment repairs and oil analysis results if available.
 - (d) Proof of purchase for Champion lubricant.
 - d. Mail the above sample and information to:

Champion Brands LLC, Attn: Technical Services, 1001 Golden Drive, Clinton, MO. 64735
 - e. In cases where the OEM warranty is still in effect and that coverage is denied based on the use of a Champion Brands lubricant, the customer shall immediately notify Champion Brands LLC and provide a written copy of the OEM warranty denial.
 - f. Champion Brands LLC may, at its option, notify its insurance carrier of the claim.
 - g. Champion Brands LLC or its insurance carrier may conduct an investigation that includes, but is not limited to, an inspection of the failed parts, a review of the operating conditions and a thorough review of the information requested above. The customer agrees to cooperate with such investigation.
 - h. If Champion Brands LLC or its insurance carrier pays a claim, an attempt may be made to recover amounts paid from the OEM. If this occurs, the customer may be asked to provide further information pertaining to the failure and to cooperate with Champion Brands LLC or its insurer in the recovery process.