

Limited Warranty - Lifetime Oil Filter®, Inc. (“LOF”)

Who does this Warranty Cover?

This warranty applies to the original purchaser (“**Buyer**”) of a product in LOF’s fleet line of products (the “**Filter**”) and is not transferrable.

What does this Warranty Cover?

LOF warrants that the Filter will be free from defects in material and workmanship for the period specified below. LOF reserves the right to determine if the Filter is in fact defective. Should the Filter be determined to be defective within the warranted period, it will, at LOF’s discretion, be repaired or replaced with the same or a functionally equivalent product free of charge *provided* Buyer (1) returns the failed Filter to LOF with shipping charge prepaid (F.O.B. LOF’s warehouses in Oregon) and (2) provides LOF with proof of purchase. In lieu of repairing or replacing the Filter, LOF may, at its option, elect to refund the purchase price for the Filter. Repaired or replacement products will be returned to Buyer with shipping charges prepaid by LOF (F.O.B. point of shipment). In no case are products to be returned without first obtaining permission and a customer return order number from LOF.

This warranty is the only warranty made by LOF with respect to the products and may be modified or amended only by a written instrument that is signed by a duly authorized officer of LOF and accepted by Buyer.

What does this Warranty NOT Cover?

This warranty does not apply, and will be voided, if any of the following occur:

1. The Filter has been damaged by shipment, handling, storage, accident, abuse, misuse, accident, improper installation, neglect or alteration;
2. The Filter has been repaired by anyone other than LOF;
3. The Filter’s serial number has been removed or defaced, or the serial number differs from the serial number on the original sales invoice;
4. LOF determines that Buyer has not followed the written installation, care and maintenance instructions included with the Filter at original purchase, or that the Filter has been modified in any way;
5. The Filter’s warranty registration card is not returned to LOF within 30 days of purchasing the Filter; or
6. The vehicle on which the Filter was originally placed is sold or transferred.

How Long Does this Warranty Last?

This warranty covers the lifetime of the vehicle on which the Filter is originally placed (as specified by Buyer on Buyer’s warranty registration card).

What is the Warranty Claim Procedure?

Notify LOF in writing of the potentially defective Filter and obtain a customer return order number from LOF. Return the Filter to LOF with shipping charge prepaid and provide LOF with proof of the original date of purchase. LOF will inspect the Filter and contact Buyer within 72 hours of the inspection results. If the Filter is determined to be defective by LOF, LOF will, at its election, either refund the purchase price of the Filter to Buyer or ship Buyer repaired or replacement products with shipping charges prepaid by LOF.

Except as specifically provided herein or as required by law, the warranties and remedies stated above are exclusive and in lieu of all others, oral or written, express or implied. Any and all other warranties, including implied warranties of merchantability, fitness for a particular purpose and non-infringement of third party rights are expressly excluded. LOF shall not under any circumstances be liable for any special, incidental, indirect, or consequential damages, including, without limitation, damages resulting directly or indirectly from use or malfunction of the Filter, physical injury, loss of profits or revenues, or cost of replacement goods, even if LOF is informed in advance of the possibility of such damages. IN NO EVENT SHALL LOF’S LIABILITY EXCEED THE PURCHASE PRICE OF THE FILTER.