



DESCRIPTION

Caltex Australia ("Caltex") warrants that Caltex branded lubricant products conform to Caltex's latest published specifications ("Specifications") and comply with Caltex written product performance claims ("Performance Claims") when sold.

In consequence of the failure of a Caltex Lubricant to conform to its Specifications or comply with Performance Claims, Caltex will:

pay for parts and labour only to repair damage (if any) to your equipment to the extent that damage is directly caused by that failure; and

pay for the cost of the replacement of the Caltex Lubricant or the supply of an equivalent lubricant.

In respect of a claim on Caltex for equipment damage Caltex will require you to furnish it with satisfactory evidence demonstrating:

the equipment meets and was operated in accordance with the manufacturer's specifications 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; and

the equipment was maintained in accordance with the manufacturer's recommendations, including compliance with oil selection, monitoring and drain recommendations. You must perform periodic oil analyses to forecast optimum oil-drain intervals and to monitor equipment operation.

Caltex has technical support available to help you determine the cause of any abnormal equipment wear or equipment damage. If in Caltex's reasonable opinion any such wear or damage is not related to the failure of a Caltex Lubricant to conform to its Specification or comply with Performance Claims, Caltex will not be liable for such wear or damage but will endeavour to provide information to assist you in resolving your claim with the responsible party.

To make a claim under this warranty, you must not be a party to a term supply agreement with Caltex and will need to notify Caltex promptly in writing of the matter. In the case of equipment damage, you will also need to furnish copies of your maintenance reports, periodic oil analyses, submit a sample of the Caltex Lubricant from the failed equipment, and make parts and operating records available for Caltex inspection upon request.

Except in respect of any warranty applicable as the result of the mandatory operation of any law (including any warranty so applicable under the Competition and Consumer Act 2010), and the warranty set forth above, Caltex makes no other warranties, commitments or undertakings, whether as to the description of the Caltex product, its quality, merchantability, fitness for a particular purpose or otherwise.

Caltex shall not be liable to you or to any other person for any, economic, special, exemplary, punitive, consequential, incidental or indirect losses or damages or loss of production, loss of revenue, loss of profit or anticipated profit, loss of business reputation, business interruptions of any nature, loss of opportunities, loss of anticipated savings or wasted overheads arising from or related to any damage to you, your equipment or your facility attributable to the use of the Caltex Lubricant.

Please call your local Caltex office should you consider you have a Caltex lubricant-related failure and you determine that you would like to submit a warranty claim.