

EFFECTIVE MARCH 1, 2010

VALVOLINE LIMITED ENGINE WARRANTY

If the engine in a Qualifying Vehicle has a Qualifying Engine Breakdown, Ashland Consumer Markets, an operating division of Ashland Inc. ("Valvoline"), will pay the reasonable expenses for the repair or replacement of Covered Engine Parts and the associated labor to restore these Covered Engine Parts to operation, subject to the exclusions, limitations, terms, conditions, Eligibility Requirements, and consumer obligations set forth in this limited warranty (collectively, this "Limited Warranty"). But, Valvoline will not be liable for special, incidental, punitive or consequential damages, including, but not limited to, towing, lodging, business interruption, loss of profits, damage to or loss of other property or persons. Some states may not allow the exclusion or limitation of incidental or consequential damages, so that exclusion may not apply to you. This Limited Warranty gives you certain legal rights. You may have other rights that vary from state to state.

Capitalized terms not defined in this Limited Warranty shall have the meanings commonly ascribed to them.

COVERED CONSUMERS

This Limited Warranty is available only to the consumers who have complied with all Eligibility Requirements and who are at least 16 years of age on the date of Vehicle Registration ("Covered Consumers"). For purposes of this Limited Warranty a Covered Consumer may include a business entity (e.g., corporation, partnership, limited liability company, or similar entities).

WARRANTY EFFECTIVE DATE AND COVERAGE COMMENCEMENT DATE

This Limited Warranty becomes effective once the Covered Consumer has completed the Vehicle Registration process, except in states where registration is not required. In these states, this Limited Warranty becomes effective the date after March 1, 2010 when Covered Consumer has (i)(a) purchased qualifying Valvoline motor oil and changed oil in the Qualifying Vehicle (a "do it yourself" or "DIY oil change") or (b) purchased an oil change that uses qualifying Valvoline motor oil for the Qualifying Vehicle (a "do it for me" or "DIFM" oil change), that date being the date of Vehicle Registration. Vehicle Registration must occur on or after March 1, 2010. Coverage commences on the later of: (a) 18 months after the date of Vehicle Registration, (b) the date the Qualifying Vehicle has been driven 7,501 miles since the date it was enrolled, or (c) the date the Qualifying Vehicle has had at least 2 oil changes since the date it was enrolled (the "Coverage Commencement Date").

DURATION OF WARRANTY

This Limited Warranty covers the Qualifying Vehicle during the period from the Coverage Commencement Date through the date the Qualifying Vehicle reaches Maximum Mileage, as defined below under "Levels of Protection," unless the Covered Consumer fails at any time to fully comply with this Limited Warranty.

Levels of Protection: Valvoline offers three different levels of protection which cover the Covered Consumer's Qualifying Vehicle up to the following maximum number of miles (the "Maximum Mileage"):

150,000 Miles: To be eligible, Covered Consumers must change engine oil and filter before every 4,000 miles continuously and exclusively using Valvoline Premium Conventional Motor Oil (or a Valvoline oil listed below in a higher level of protection).

225,000 Miles: To be eligible, Covered Consumer must change engine oil and filter before every 4,000 miles continuously and exclusively using either Valvoline MaxLife Motor Oil or Valvoline DuraBlend Motor Oil (or a Valvoline oil listed below in a higher level of protection).

300,000 Miles: To be eligible, Covered Consumers must change engine oil and filter before every 4,000 miles continuously and exclusively using Valvoline SynPower Full Synthetic Motor Oil or Valvoline MaxLife Full Synthetic Motor Oil.

Valvoline may add or subtract motor oils from the above categories as products are discontinued, as new products are added, or as deemed reasonable by Valvoline in its discretion. A Covered Consumer may change the level of protection for a Qualifying Vehicle at any time before the Qualifying Vehicle reaches 125,000 miles. A Covered Consumer who originally enrolls in the 225,000 or 300,000 mile protection level may change to a lower level of protection after the Qualifying Vehicle reaches 125,000 miles. In order to change the level of protection, the Covered Consumer must follow the instructions on www.valvoline.com or www.engineguarantee.com and comply with the requirements for the new level of protection chosen.

ELIGIBILITY REQUIREMENTS:

Qualifying Vehicles: A Qualifying Vehicle is a privately owned or leased, passenger car, van, or pickup/light truck that has a gross vehicle weight rating of less than 10,000 pounds and the odometer has fewer than 125,000 miles at the time of registration and fewer than



131,001 miles on the date of its first qualifying oil change on or after March 1, 2010. "Qualifying Vehicles" excludes: a) vehicles modified or used for any type of competitive, timed, or exhibition motorsports activity (e.g. racing, autocrossing), b) vehicles used for agricultural purposes, c) vehicles where the engine has been modified with equipment or parts that would void the vehicle manufacturer's warranty, d) vehicles that have been modified with non-factory equipment or accessories (e.g., snow plow attachment, etc.), e) vehicles with diesel engines, f) vehicles that are more than 19 years old at the time they are enrolled, and g) kit cars. Each Covered Consumer may enroll up to 20 vehicles under this Limited Warranty. The Covered Consumer must be the owner or lessee of the Qualifying Vehicle enrolled.

Vehicle Registration: Covered Consumers must enroll their Qualifying Vehicle and select the level of protection desired, complete the online registration form, and agree to the terms and conditions of this Limited Warranty by visiting www.valvoline.com or www.engineguarantee.com. FOR RESIDENTS OF CALIFORNIA ONLY, THE FAILURE TO COMPLETE VEHICLE REGISTRATION DOES NOT DIMINISH THE COVERED CONSUMER'S LIMITED WARRANTY RIGHTS UNDER THIS LIMITED WARRANTY. A CALIFORNIA RESIDENT THAT DOES NOT COMPLETE VEHICLE REGISTRATION MUST COMPLY WITH ALL OTHER ELIGIBILITY REQUIREMENTS TO BE COVERED BY THIS LIMITED WARRANTY, AND COVERAGE OF CALIFORNIA RESIDENTS UNDER THIS LIMITED WARRANTY IS SUBJECT TO ALL EXCLUSIONS AND LIMITATIONS LISTED IN THIS LIMITED WARRANTY.

Consumer Obligations: Covered Consumers must record their vehicle mileage at the completion of Vehicle Registration. THE COVERED CONSUMER MUST CHANGE THE QUALIFYING VEHICLE'S OIL EXCLUSIVELY AND CONTINUOUSLY WITH VALVOLINE® MOTOR OIL. THE COVERED CONSUMER MUST CHANGE THE QUALIFYING VEHICLE'S OIL AT LEAST ONE TIME PER YEAR AND BEFORE EVERY 4,000 MILES TO QUALIFY FOR THIS LIMITED WARRANTY. Covered Consumers must go to www.valvoline.com or www.engineguarantee.com and record oil changes with the following required information within 90 days after the oil change occurred: date of oil change, mileage at time of oil change and product used. Covered Consumers are required to keep all motor oil receipts as proof of purchase and will be required to submit proof of purchase if a claim is submitted. Any oil changes taking place at a Valvoline Instant Oil Change will not require receipts as these records are already available to Valvoline.

ADDITIONAL TERMS, CONDITIONS, LIMITATIONS, AND EXCLUSIONS

1. THIS LIMITED WARRANTY DOES NOT COVER ANY DAMAGE THAT OCCURS PRIOR TO THE COVERAGE COMMENCEMENT DATE.
2. "Covered Engine Parts" means all internal "oil wetted" engine parts, including: pistons, piston rings, piston pins, crankshaft and main bearings, connection rods and rod bearings, camshaft and camshaft bearings, timing chain and timing gears, intake and exhaust valves, valve springs, guides, oil pump, push rods, rocker arms, hydraulic lifters and rocker arm shafts. The engine block and cylinder heads are also covered if mechanical failure was caused by a failure of the above-listed parts. Covered Engine

- Parts does not include the following: a) all fuel system parts, b) all ignition, starting and electrical system parts, c) turbocharger and supercharger systems, d) the Exhaust Gas Recirculation (EGR) system, and e) exhaust manifolds. THIS LIMITED WARRANTY COVERS THE COVERED ENGINE PARTS, INCLUDING LABOR COSTS FOR REPAIR OR REPLACEMENT OF THE COVERED ENGINE PARTS, AND THIS LIMITED WARRANTY COVERS NO OTHER PARTS OR LABOR. Replacement will be made with a part that is of a like kind and quality (i.e., new, remanufactured or used parts) compatible with the original design specifications and wear tolerances of the Covered Vehicle.
3. "Qualifying Engine Breakdown" means a) the immediate and apparent total mechanical failure of a Covered Part to work as it was designed to work in normal services, and b) the vehicle electrical, fuel, computer engine management, cooling, induction and exhaust systems are all working properly, and are not the cause of engine failure. A Qualifying Engine Breakdown does not include the reduction in operating performance due to wear and tear, including a reduction in engine compression due to worn rings or valves, or abnormal sounds such as "knocking," "pinging," or "rattling" sounds when a breakdown has not occurred.
 4. Each qualifying oil change must include an oil filter replacement and enough required Valvoline motor oil to fill the Qualifying Vehicle's crankcase. The Qualifying Vehicle engine must be serviced exclusively with the vehicle manufacturer's required viscosity and grade.
 5. IF YOUR VEHICLE MANUFACTURER RECOMMENDS A FULL SYNTHETIC OR SEMI-SYNTHETIC MOTOR OIL, YOU WILL ONLY BE COVERED BY THIS LIMITED WARRANTY IF YOU SIGN UP FOR THE 300,000 MILE WARRANTY (FOR FULL SYNTHETIC VEHICLES) FOR VALVOLINE'S LINE OF SYNTHETIC MOTOR OIL OR THE 225,000 MILE WARRANTY (FOR SEMI-SYNTHETIC VEHICLES) FOR VALVOLINE'S LINE OF SEMI-SYNTHETIC MOTOR OIL.
 6. The Covered Consumer must replace the Qualifying Vehicle's air filter as often as the Qualifying Vehicle manufacturer recommends. The Covered Consumer must maintain the Qualifying Vehicle's emission control system in compliance with the Qualifying Vehicle's manufacturer recommendations. The Covered Consumer must comply with all scheduled engine maintenance recommended by the Qualifying Vehicle's manufacturer as outlined in the Qualifying Vehicle's owners manual. The Covered Consumer must repair significant oil leaks and perform other necessary maintenance and repairs to prevent damage to the engine.
 7. Valvoline may require that the Qualifying Vehicle be repaired at a certified repair facility or performed by an ASE Certified Mechanic for approved engine claim repair work under this Limited Warranty.
 8. Valvoline may pay the repair facility that performs the repair or reimburse the Covered Consumer. At Valvoline's option, if the cost of repair exceeds the value of the Qualifying Vehicle, Valvoline may pay the Covered Consumer an amount equal to the private sale value of the Qualifying Vehicle on the date of a Qualifying Engine Breakdown as set forth by Kelley Blue Book or some other similar listing of vehicle values if a Kelley Blue Book value is not available. VALVOLINE'S LIABILITY TO PAY FOR REPAIRS (OR THE VALUE OF THE QUALIFYING VEHICLE) IS LIMITED TO A TOTAL OF \$5,000.00 OVER THE LIFE OF THIS LIMITED WARRANTY. Valvoline's obligation to repair or replace any listed/covered part, as may be required, is the sole and exclusive remedy available to you under this Limited Warranty. Valvoline is only responsible for the repairs it approves.
 9. If Valvoline pays anything under this Limited Warranty, and the Covered Consumer has a right to recover costs from another party, the Covered Consumer's rights will become Valvoline's rights, up to the amount Valvoline paid. And the Covered Consumer will do whatever is necessary to enable Valvoline to enforce these rights.
 10. The failure of any Covered Engine Part that is related to any pending legal proceeding or recall or for which the manufacturer has announced its responsibility by any means, is excluded from coverage under this Limited Warranty.
 11. THIS LIMITED WARRANTY DOES NOT COVER CLAIMS ALSO COVERED BY THE QUALIFYING VEHICLE'S MANUFACTURER WARRANTY OR ANY EXTENDED SERVICE CONTRACT OR WARRANTY. However, if a Covered Consumer has otherwise complied with this Limited Warranty, Valvoline will pay the deductible amount to be paid by the Covered Consumer under any existing extended service contract previously purchased by the Covered Consumer which covers engine damage to the Qualifying Vehicle. This Limited Warranty does not extend the Qualifying Vehicle manufacturer's warranty.
 12. THIS LIMITED WARRANTY DOES NOT COVER CLAIMS THAT ARE THE RESULT OF: COLLISION OR OTHER ACCIDENT; THEFT; VANDALISM; RIOT; EXPLOSION; EARTHQUAKE; LIGHTNING; FREEZING; OVERHEATING; INTERNAL OR EXTERNAL FIRE; WATER OR FLOOD DAMAGE (INCLUDING PRIOR FLOOD DAMAGE); NEGLIGENCE, RECKLESS, KNOWING OR INTENTIONAL DAMAGE; TIMING BELT FAILURE; IMPROPER SERVICE OR MAINTENANCE; DEFECT ATTRIBUTABLE TO THE VEHICLE MANUFACTURER; IMPROPER INSTALLATION OF ANY PART; FLUID CONTAMINATION (I.E., COOLANT, FUEL, WATER OR FOREIGN MATERIAL); OR THE FAILURE TO KEEP THE MOTOR OIL AND ENGINE COOLANT AT LEVELS PRESCRIBED BY THE MANUFACTURER. Valvoline may refuse payment of any claims that otherwise comply with the terms of this Limited Warranty where Valvoline believes in good faith that one or more of these causes contributed to the damage claimed.
 13. This Limited Warranty may be deemed void by Valvoline in its sole discretion if the Covered Consumer records the type of oil used or mileage interval incorrectly or if the Qualifying Vehicle's true mileage cannot be determined (for example, due to a malfunctioning odometer).
 14. Unless earlier terminated for non-compliance with the terms and conditions, all coverage under this Limited Warranty ends on June 1, 2029, or when the odometer reading has exceeded the Maximum Mileage restrictions, whichever occurs first. Any claims accruing after 12:00 AM, Eastern Daylight Time on June 2, 2029, shall not be covered by this Limited Warranty. All claims must be filed on or before July 1, 2029. Valvoline may extend the expiration date of this Limited Warranty without notice.
 15. This Limited Warranty is only available in the United States of America, which includes the 50 states and the District of Columbia but does not include any U.S. territories.
 16. This Limited Warranty may not be transferred or assigned.
 17. Each Qualifying Vehicle is allowed up to three "exceptions" relating to the Covered Consumer's compliance obligations. This Limited Warranty will become null and void if an enrolled Qualifying Vehicle has more than three qualifying exceptions. Valvoline reserves the right to determine whether any failure by a Covered Consumer to strictly comply with their obligations qualifies as an "exception" in Valvoline's sole discretion. A qualifying "exception" includes, but may not be limited to, a) failing to change oil within 4,000 miles (but less than 6,000 miles) of the previous oil change, b) failing to record an oil change within 90 days of the date the oil change occurred, or c) using the wrong type of oil required for the level of protection desired (i.e., using premium conventional oil rather than SynPower full synthetic oil). If the Covered Consumer fails to change oil within 6,000 miles from the previous oil change, that event will not be considered a qualifying "exception", and this Limited Warranty will become null and void.
 18. Valvoline may add coverage categories or discontinue offering coverage categories at any time in its sole discretion without notice. Valvoline may close registration for this Limited Warranty at any time without notice. If Valvoline discontinues coverage for a category, no new vehicle registrations will be allowed in the discontinued category. If Valvoline closes registration, no new vehicle registrations will be allowed. However, those Covered Consumers then participating in this Limited Warranty program will continue to be covered so long as they comply with all terms and conditions of the Limited Warranty.
 19. These terms and conditions may only be changed by Valvoline.
- ### FILE A CLAIM
- To file a claim under this Limited Warranty, Covered Consumers must:
- a. Be sure the Qualifying Vehicle is protected from further damage;
 - b. Upon discovery of the damages (but not later than 30 days from the date the damage occurred), visit www.valvoline.com or www.engineguarantee.com for instruction on filing a claim or call 1-877-274-6703 (a claim may also be made in writing to Valvoline Engine Guarantee, PO Box 11336, Lexington, Kentucky 40512);
 - c. Receive repair approval from Administrator prior to cleaning, repairing or replacing any covered parts (no claims will be paid without prior authorization). To receive repair approval Covered Consumers must contact the Administrator at its toll-free number listed above or, in the case of those submitting a claim in writing, the Administrator will contact the Covered Consumer directly;
 - d. Provide all information requested by Valvoline; and
 - e. Make the vehicle available for inspection at Valvoline's request.
- After review of the claim, Valvoline may request additional information. Covered Consumers may be required to provide the following:
- a) package codes or copies of all service and purchase receipts as proof of purchase, (receipts must be printed, not hand written, and specify clearly and unambiguously the use of Valvoline oil for the oil change; any oil changes taking place at a Valvoline Instant Oil Change location will not require receipts as these records are already available to Valvoline),
 - b) purchase receipts for all engine-related maintenance,
 - c) a copy of the current Vehicle Registration card,
 - d) documentation of the engine damage and estimated repair costs, and /or
 - e) a copy of any extended service contract or warranty.
- ### Georgia Addendum:
- We feel so strongly about the quality of our motor oil, we are offering this limited warranty. This is not a contract of insurance. Our obligations are insured by Protective Insurance. If a claim is not paid within 60 days, you may file a claim directly with the insurer: Lyndon Property Insurance Company, PO Box 820, Deerfield, IL 60015. Consumers may opt out of this limited warranty at any time.