

HDAX[®] WARRANTY PLUS EUROPE



Chevron[®] (as defined below) warrants that:

Our HDAX and Texaco[®] branded products ('the Products') specifically listed below conform to Chevron's specifications and written performance claims for those Products and meet the product performance requirements of European and non-European manufactured equipment applicable to each such Product, to the extent these are expressed in writing on the Chevron authorised product label and in Chevron's prepared brochures and Product Data Sheet existing at the time the Product was sold.

The warranty applies to the Products identified below when used in the following described equipment ('the Equipment'):

- **Gas Engine oils** – Warranty includes all European and non-European manufactured two- or four-stroke stationary gas engines (running on natural, synthetic, landfill, digester or biogas) that recommend the specific original equipment manufacturer specification and SAE viscosity grade that the Product meets. As a plus, this warranty will remain in effect for HDAX Gas Engine Oils used in extended drain maintenance programmes endorsed by engine manufacturers. You must perform regular oil analyses to forecast optimum oil drain intervals and to monitor equipment operations. **Products include: HDAX 7200 Low Ash, HDAX 6500 LFG, HDAX 5200 Low Ash and HDAX 5100 Ashless Gas Engine Oils.**
- **Coolant/Antifreeze Systems** – Warranty includes all European and non-European manufactured gas engine coolant systems maintained and operated in accordance with the original equipment manufacturers' recommendations. **Products include: HDAX ELC Premixed 50/50, Texaco Havoline[®] XLC, Texaco Havoline XLC-PG and Texaco Havoline XLI.**

Chevron will, at its option, replace at no charge or refund the purchase price of any Product not conforming to this warranty. Chevron will pay the cost to repair damage (parts and labour costs only) if (i) such damage to the Equipment is directly caused by a failure of Chevron's Product; (ii) the Equipment is used under normal operating conditions and maintained according to manufacturers' recommendations (including lubricant selection); and (iii) regular oil analyses are performed to forecast optimum oil drain intervals and to monitor equipment operations.

Warranty only applies to your Equipment and does not extend to: (i) components not included in the descriptions of covered equipment listed above or; (ii) to equipment

damaged as the result of a condition that is unrelated to the use of the Product, or is the result of normal and expected equipment wear or where the use of other products may have affected the performance of the Product (including after-market additive treatments).

A claim under this warranty is only eligible if accompanied by: (i) present records showing that the damage to the equipment is directly caused by a failure of Chevron's products and that the Equipment was serviced at the intervals recommended by the Equipment manufacturer, and (ii) a lubricant or coolant sample from the failed Equipment. Chevron or its agent shall be entitled to inspect the equipment operating records and test the equipment and failed parts.

In this warranty, the term "Chevron" shall mean "Chevron Belgium N.V.". As indicated, this warranty covers only damage to your Equipment (parts and labour costs only). Except as otherwise expressed in this HDAX Warranty Plus Europe and to the extent permitted, Chevron neither gives nor makes any other warranties, either express or implied, in fact or by law, as to the description of the Products, its quality, merchantability or fitness for any particular purpose, or any other matter. To the extent permitted by applicable laws, Chevron is not responsible or liable for any special, consequential, incidental or indirect losses or damages (including but not limited to loss of profit, loss of productivity, loss of business opportunities and attorney's fees) arising from the use of the Products.

This warranty enters into force on 1 March 2014 and remains in force for a period of five (5) years. Chevron may terminate this warranty at any time without prior recourse to a court by giving you prior written notice of termination.

This warranty is governed by Belgian law and the courts of Ghent (Belgium) will have the sole jurisdiction in relation to any dispute arising out of or in connection with this warranty or the transactions hereby contemplated.

Should you experience equipment failure, Chevron's technical support team will work with you to help determine the cause of the problem. If it's not the fault of Chevron's Product, Chevron will provide you with the results of the analysis to assist you in determining the root cause of the failure.