



# RECOCHEM EVX™ ANTIFREEZE AND COOLANT

## Limited Warranty

### A. Terms and Conditions

- a) This Limited Warranty ("**Warranty**") applies only to the following RECOCHEM EVX™ branded engine antifreeze/coolant products (each, a "**Product**" and collectively, "**Products**").
- 16-324P: TURBO POWER™+ EVX™ 50/50 Prediluted Antifreeze/Coolant
  - 18-734EVX: TURBO POWER™+ EVX™ 50/50 Prediluted Battery System Low Conductivity Fluid
  - 16-454: HD EXPERT® Extend EVX™ Antifreeze/Coolant
  - 18-734EVX-HDX: HD EXPERT™ EVX™ Supreme Battery System Fluid
  - 36-324P: MOTOMASTER™ EVX™ Electric Vehicle/Hybrid Premixed Antifreeze/Coolant
- b) This Warranty takes effect immediately upon documented purchase and proper use of the Product, and is subject to the requirements, limitations and exclusions outlined herein.
- c) RECOCHEM INC. ("**RECOCHEM**") manufacturer warrants that Products conform, at the time of purchase, to RECOCHEM's standard specifications for those Products ("**Specifications**") as found on RECOCHEM's websites or other official documentation issued by RECOCHEM. The Warranty is for the specified number of years or kilometers (or miles), whichever occurs first (the "**Warranty Period**").
- d) In the event that a Product does not meet the Specifications within the Warranty Period, RECOCHEM will, at its option, replace at no charge or refund the purchase price of the non-conforming Product. RECOCHEM further warrants to the vehicle owner ("**Vehicle Owner**") for the Warranty Period, that RECOCHEM may, at its option, accept to pay to repair damage (parts and labor only) to the covered vehicle cooling system components (the "**Cooling System**") to the extent that the damage is, in RECOCHEM's sole opinion, directly caused by the failure of the Product to conform to the Specifications, provided the Vehicle Owner complied with all Requirements (as defined below) and filed its claim in accordance with the process outlined herein. The Cooling System components covered under this Warranty are: for electric vehicles, cooling plates, radiator (coolant heat exchanger), inverter, and motor, and for hybrid vehicles, thermostat, water pump, radiator, heater core, and hoses.

**TO THE EXTENT PERMITTED BY LAW, PAYMENT OF ANY CLAIM IS LIMITED TO THE LOWER OF THE AMOUNT OF THE ESTIMATE RECEIVED OR CND \$2,000.00.**

### B. Conditions and Maintenance Requirements

To qualify for coverage under this Warranty, the Vehicle Owner must comply with all the conditions and maintenance requirements (the "**Requirements**") stated below:

- a) The vehicle and its Cooling System meet and were properly used and maintained in accordance with the vehicle manufacturer maintenance recommendations (including initial and subsequent Cooling System flush and fill requirements);
- b) The Product was installed, used and maintained (including an initial and complete Cooling System flush and fill and subsequent topping off, as needed) in accordance with the vehicle manufacturer maintenance recommendations and with the Specifications and the directions on the Product label; and
- c) The vehicle and its Cooling System were used under normal operating conditions in accordance with the vehicle manufacturer maintenance recommendations and with the Specifications.

Recochem may request records demonstrating compliance with the conditions set forth in items (a) through (c) above, including the Product proof of purchase.

TO THE EXTENT PERMITTED BY LAW, AND EXCEPT AS PROHIBITED FOR CONSUMERS RESIDING IN THE PROVINCE OF QUEBEC, THIS WARRANTY IS THE ONLY WARRANTY THAT APPLIES TO THE PRODUCTS AND SETS FORTH ALL OF THE OBLIGATIONS AND RESPONSIBILITIES OF RECOCHEM. EXCEPT AS EXPRESSLY SET OUT HEREIN, RECOCHEM MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE PRODUCTS AND THE PRODUCTS ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING IMPLIED WARRANTIES OR IMPLIED CONDITIONS: (I) MERCHANTABILITY; (II) FITNESS FOR A PARTICULAR PURPOSE; (III) FREE FROM DEFECTS; (IV) BULK GOODS FULLY CORRESPONDING TO THE SAMPLE; (V) NON-INFRINGEMENT; AND (VI) ARISING OUT OF A COURSE OF DEALING OR USAGE OF TRADE. EXCEPT TO THE EXTENT PROHIBITED BY LAW, IN NO EVENT SHALL RECOCHEM HAVE ANY LIABILITY TO THE VEHICLE OWNER OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, OR ANY LOSS OF REVENUE OR PROFIT, LOSS OF DATA, OR ANY COMMERCIAL OR ECONOMIC LOSS ARISING FROM THE USE OF THE PRODUCTS.





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## C. Limitations and Exclusions

This Warranty does not apply to any of the following:

- a) Claims that are the result of:
  - i. normal wear and tear;
  - ii. pre-existing conditions;
  - iii. a collision or accident;
  - iv. a manufacturer's defect or recall;
  - v. improper use or installation of any part;
  - vi. improper use and application of the Product which is inconsistent with the vehicle manufacturer specifications and recommendations, the directions on the Product label or Specifications; or
  - vii. failure to maintain the vehicle in accordance with the vehicle manufacturer specifications and recommendations, the directions on the Product label or Specifications; or
- b) Claims that are covered by any warranty or service contract offered by the seller or manufacturer of the vehicle or any other third party.

## D. How to File a Warranty Claim

- a) Contact RECOCHEM by calling 1-800-361-6030 or by sending an email to [CustomerService@recochem.com](mailto:CustomerService@recochem.com) within thirty (30) days of the failure and provide the following:
  - i. Proof of purchase of the Product;
  - ii. If available, picture of the Product in original container, showing product lot code to be found on the shoulder of the bottle;
  - iii. Sample of the Product at time of failure (if a minimum of 1000 ml sample is not provided, the claim will be rejected);
  - iv. Copy of the vehicle registration or other proof of ownership;
  - v. Description of damaged part(s) and statement from the repair facility documenting the damage, estimated cost to repair and vehicle odometer reading;
  - vi. Records verifying the condition set forth in items B. (a) through (c) above; and
  - vii. Confirmation by the Vehicle Owner that no other products have been added to the Product.
- b) The sample of the product at time of failure is to be labelled and sent to this address:

**Recochem Inc. - Coolant Lab  
604 22nd Avenue  
Nisku, AB T9E 7X6 Canada  
Telephone: +1 780-955-0412**

Ensure the sample is at least 1000 mL. Include your full name, mailing address, phone number and email address.
- c) RECOCHEM may, in its discretion and at its expense, conduct further investigation as may be required to determine the cause of the claimed problem and the eligibility for Warranty coverage. You agree that our decisions on all questions relating to this Warranty shall be conclusive and you shall agree to abide by such decisions.
- d) If the claim is approved, and RECOCHEM opts to pay for the repair for the non-conforming Product, RECOCHEM will make payment after the invoice has been submitted and repairs have been made.

