



HD EXPERT™ DIESEL EXHAUST FLUID (DEF) LIMITED WARRANTY

A. TERMS AND CONDITIONS

- a) This Limited Warranty (“**Warranty**”) applies only to RECOCHEM HD EXPERT™ branded packaged diesel exhaust fluid (DEF) products (each, a “**Product**” and collectively, “**Products**”).
- 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 Products are intended for use in diesel engines of vehicles and stationary equipment (“**Equipment**”) that are equipped with a Selective Catalytic Reduction system (“**SCR System**”). The Products are certified by the American Petroleum Institute (“**API**”) and meet ISO 22241 Standard for purity and composition.
- d) The Warranty is for a period of ninety (90) days from the date of purchase (the “**Warranty Period**”).
- e) 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 Equipment owner (“**Equipment Owner**”) for the Warranty Period, that RECOCHEM may, at its option, accept to pay to repair damage (parts and labor only) to the SCR 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 Equipment Owner complied with all Requirements (as defined below) and filed its claim in accordance with the process outlined herein. **TO THE EXTENT PERMITTED BY LAW, PAYMENT OF ANY CLAIM IS LIMITED TO THE LOWER OF THE AMOUNT OF THE ESTIMATE RECEIVED OR CND \$1,000.00.**

B. CONDITIONS AND MAINTENANCE REQUIREMENTS

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

- a) The Equipment and its SCR System meet and were properly used and maintained in accordance with the engine manufacturer maintenance recommendations;
- b) The Product was stored, transported and used in accordance with the engine manufacturer’s recommendations and with the Specifications and the directions on the Product label; and
- c) The vehicle and its SCR System were used under normal operating conditions in accordance with the engine manufacturer recommendations and 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 EQUIPMENT 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.



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 engine manufacturer specifications and recommendations, the directions on the Product label or Specifications; or
 - vii. failure to maintain the equipment in accordance with the engine 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 equipment 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-east@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 Equipment 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. - Lab
604 22nd Avenue
Nisku, AB Canada T9E 7X6**

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.

DECEMBER 2022



**FORMULATED BY RECOCHEM INC.
SECURING YOUR JOURNEY**

DEF
DIESEL EXHAUST FLUID

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