

# VALVOLINE PROFESSIONAL SERIES (VPS) SERVICE PLUS PROGRAM

#### **DESCRIPTION OF PROGRAM**

Under the Valvoline Professional Series Service Plus Program Limited Lifetime Guarantee ("VPS Service Guarantee"), Ashland Consumer Markets, a commercial unit of Ashland Inc., ("Valvoline"), will pay the reasonable expenses for repair or replacement of Covered Parts and associated labor to restore the Covered Parts to operation up to the applicable coverage amount specified below and subject to the other exclusions, limitations, terms, conditions, Eligibility Requirements and consumer obligations set forth in this VPS Service Guarantee.

THIS VPS SERVICE GUARANTEE IS EXCLUSIVE OF AND IN LIEU OF ALL OTHER VALVOLINE WARRAN-TIES. VALVOLINE'S OBLIGATION TO REPAIR OR REPLACE ANY COVERED PART PURSUANT TO THE TERMS SET FORTH HEREIN IS THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO YOU WITH RESPECT TO VALVOLINE. VALVOLINE IS NOT 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 EXCLU-SION MAY NOT APPLY TO YOU. THIS VPS SERVICE GUARANTEE GIVES YOU CERTAIN LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

# **ELIGIBILITY AND SERVICE REQUIREMENTS**

Vehicle Eligibility and Coverage Limitations: To activate this guarantee you must have the qualified services listed and described below performed on your vehicle within the mileage thresholds described below. Only the Covered Parts of a vehicle related to the Covered Services actually performed and that are damaged as a result of the failure of a Valvoline brand product used during a Valvoline Professional Series Service to properly lubricate or clean the Covered Part, are eligible for coverage by the VPS Service Guarantee. Coverage amounts are limited based on the mileage at which the first Covered Service is performed for each service. The Continuing Service Requirements must be followed to maintain coverage.

1. Level One – Coverage up to \$4,000: To get Level One Coverage, the first Covered Service(s) must be: (a) performed within the first 36,000 miles driven on the vehicle as shown on the odometer, and (b) performed by a professional technician. Level One Coverage under this VPS Service Guarantee will only take effect 500 miles after the first Valvoline Professional Service(s) has been performed by a professional technician for each service. Level One Coverage of the Covered Parts related to each component service is limited to a lifetime maximum of \$4,000.

2. Level Two – Coverage up to \$2,000: To get Level Two Coverage, the first Covered Services(s) must be: (a) performed between 36,001 miles and 50,000 miles driven on the vehicle as shown on the odometer, and (b) performed by a professional technician. Level Two Coverage under this VPS Service Guarantee will take effect 500 miles after the first Valvoline Professional Series Service(s) has been performed by a professional technician for each service. Level Two Coverage of the Covered Parts related to each component service is limited to a lifetime maximum of \$2,000.

3. Level Three – Coverage up to \$1,000: To get Level Three Coverage, the first Covered Service(s) must be: (a) performed between 50,001 miles and 75,000 miles driven on the vehicle as shown on the odometer, and (b) performed by a professional technician. Level Three Coverage under this VPS Service Guarantee will only take effect 500 miles after the first Valvoline Professional Series Service(s) has been performed by a professional technician for each service. Level Three Coverage of the Covered Parts related to each component service is limited to a lifetime maximum of \$1,000.

4. Level Four – Coverage up to \$500: To get Level Four Coverage, the first Covered Service(s) must be: (a) performed between 75,001 miles and 100,000 miles driven on the vehicle as shown on the odometer, and (b) performed by a professional technician. Level Four Coverage under this VPS Service Guarantee will only take effect 500 miles after the first Valvoline Professional Series Service(s) has been performed by a professional technician for each service. Level Four Coverage of the Covered Parts related to each component service is limited to a lifetime maximum of \$500.

All Services referred to in this VPS Service Guarantee must be performed at a Valvoline Professional Service licensed professional service center using Valvoline Professional Series branded products. All fluids must meet OEM minimum specifications and requirements. You may not perform your own services.

Coverage is based on a per component basis. Depending on when you first have a Covered Service provided, your coverage limit may be different for the Covered Parts related to the Covered Service. For example, you could have a limit of \$4,000 on parts covered under a Transmission Service and a limit of \$2,000 on parts covered under a Coolant Service depending on when you first performed the Covered Service for each component.

Payment of claims under this VPS Service Guarantee is limited to the Manufacturer Warranty Labor Rate and Manufacturer Warranty Labor Hours as set forth in the Chilton's Flat Rate Guide or other industry accepted rate guide (i.e. Alldata), along with the actual Original Equipment Manufacturer (OEM) or the actual cost of replacement parts of like kind and quality, to make the necessary repairs or to replace any irreparably damaged Covered Parts.

## **CONVERSION FROM EXISTING PROGRAM**

In the event that coverage from an existing or previous Service Chemical Warranty, Protection Plan, or other approved Aftermarket Service Chemical Program exists (excluding OEM extended warranties), coverage under this VPS Service Guarantee will continue at one of the respective 4 Coverage Levels. Your coverage level will be determined by the mileage of the vehicle at the time of enrollment into previous and existing program, and provided that the vehicle has been maintained in accordance with the terms and conditions of any existing Service Chemical Warranty, Protection Plan or other approved Aftermarket Service Chemical Program (excluding OEM extended warranties). Once the previous protection coverage has been converted to the VPS Service Guarantee, then the terms and conditions of the VPS Service Guarantee must be followed to maintain coverage. Conversion and coverage from any previous Service Chemical Warranty, Protection Plan or other service Chemical Paproved Aftermarket Service Chemical Pagram to this VPS Service Se

## **CONTINUING SERVICE REQUIREMENT INTERVALS**

- 1. 30,000 mile Interval: To remain eligible for the lifetime protection of the VPS Service Guarantee, you must have the Covered Services listed below performed by a professional technician within 30,000 miles of the previous service. You only need to have services performed for those components for which you desire coverage under the VPS Service Guarantee.
  - VPS Transmission Service
  - VPS Coolant Service
  - VPS Differential Service (Front & Rear)
  - VPS Manual Transmission, Transaxles,
- VPS Engine Cleaning Service
- VPS Power Steering Service
- VPS Fuel Service
- VPS Brake Fluid Service
- 2. 15,000 mile Interval: To remain eligible for the lifetime protection of the VPS Service Guarantee, you must have the Covered Services listed below performed by a professional technician within 15,000 miles of the previous service. You only need to have services performed for those components for which you desire coverage under the VPS Service Guarantee.
  - · Top Treat Oil System Cleaner

&/or Transfer Case Service

- 3. 5,000 mile Interval: To remain eligible for the lifetime protection of the VPS Service Guarantee, you must have the Covered Services listed below performed by a professional technician within 5,000 miles of the previous service. You only need to have services performed for those components for which you desire coverage under the VPS Service Guarantee.
  - VPS Engine Additive Service

#### • VPS Fuel Additive Service

The continuing Service interval requirements have a Grace Period of five hundred (500) miles. For example, if you go 30,450 miles between transmission services, you will not lose coverage under the VPS Service Guarantee.

All Services referred to in this VPS Service Guarantee must be performed at a Valvoline Professional Service licensed professional service center using Valvoline Professional Series branded products. All fluids must meet OEM minimum specifications and requirements. You may not perform your own services.

### **COVERED SERVICES**

The VPS Service Guarantee includes the following services (the "Covered Services"):

- 1. Automatic Transmission Service: VPS Automatic Transmission Service utilizes automatic transmission fluid exchange equipment and Valvoline Professional Series Transmission Cleaner product to flush deposits from transmission components, remove the old fluid and replace with new transmission fluid meeting OEM specifications and Valvoline Professional Series Automatic Transmission Conditioner, Protector and Sealer (VP093) to help prevent leaks and extend the life of your transmission. Eligible Kit includes VP094.
- 2. Cooling System service: VPS Cooling System Service utilizes antifreeze coolant exchange equipment and VPS Radiator Cleaner (VP001) to clean the entire cooling system by flushing the old worn out coolant and contaminants from the system. The system is refilled with new coolant meeting OEM specifications and Valvoline Professional Series Water Pump Lubricant and Protector (VP004) to prevent rust corrosion, and contaminant build up. Eligible kits include VP005 or VP006.
- 3. Power Steering System Service: VPS Power Steering Service utilizes power steering fluid exchange equipment and Valvoline Professional Series Power Steering Cleaner (VP095) to remove the old power steering fluid and contaminants from the system. Old fluid is replaced with Valvoline's Synthetic-Blend Power Steering Fluid (VP056). Eligible Kits include VP096.
- 4. Driveline Front & Rear Differential Service: VPS Differential Service Utilizes differential fluid (gear oil) exchange equipment and Valvoline Professional Series Synthetic Gear Oil pre-loaded with limited-slip additive. Eligible Kits include VP976, VP983, 667859. These may be used along with VP011.

- 5. Driveline Manual Transmissions, Transaxles, and/or Transfer Case Service: Manual Transmission, Transaxles, &/or Transaxle Service utilizes appropriate fluid extraction equipment to effectively remove all of the old, contaminated fluid and replaces it with Valvoline Professional Series Synthetic Manual Transmission Fluid (508216). Eligible Kits include 508216. This may be used along with 667859.
- 6. Fuel System service (gasoline or diesel): VPS Fuel Service utilizes appropriate tools to enter and effectively clean the vehicle's fuel injectors, intake valves (gasoline engines), combustion chambers, ports, cylinder heads, and piston tops using Valvoline Professional Series Fuel Cleaner. Eligible Kits include VP071, 507674, VP086, VP076, VP069, 675380, 774434, 666725, 674121 for gasoline engines and kits VP205 or VP206 for diesel engines.
- 7. Engine Cleaning Service: VPS Engine Cleaning Service utilizes Valvoline Professional Series Solvent-Free Complete Oil System Cleaner (VP051) to effectively remove virtually all of the old, contaminated oil within the crankcase and effectively remove accumulated sludge and deposits. Eligible Products include VP051 only.
- Top Treat Oil System Cleaner: Valvoline Professional Series Top Treat Oil System Cleaner (806221) is designed to dissolve and remove sludge from engines. Eligible products include 806221 only.
- 9. Engine Additive Service: VPS Engine Additive Service utilizes Valvoline Professional Series Oil Treatment/ Additive along with every oil and oil filter change. Eligible Products include VP066 or 571214. Oil and filter must be changed no later than every 5,000 miles or 8,000 km at a Valvoline Professional Service licensed professional service center.
- 10. Fuel Additive Service: VPS Fuel Additive Service utilizes Valvoline Professional Series Super Concentrated Fuel Injector Cleaner (679710). This product contains synthetic cleaners to remove deposits from intake valves, fuel injectors, ports and carburetors. Eligible Products include 679710 only.
- 11. Brake fluid Service: VPS Brake Fluid Service utilizes brake fluid exchange equipment and VPS Premium-Dry, Synthetic Brake Fluid (608334) to clean nearly the entire brake fluid system by flushing out the old, contaminated brake fluid and contaminants from the system. The system is refilled with new VPS Premium-Dry Brake Fluid meeting and exceeding OEM DOT 3 & 4 specifications. Eligible Products include 608334 only. DOT 5 applications are not included in this VPS Service Guarantee.

Eligible product numbers are subject to update or change in Valvoline's discretion without notice.

#### **COVERED PARTS**

The VPS Service Guarantee applies to the Covered Parts for each service in the manner described below. For all covered services, a Valvoline or Valvoline Professional Series branded fluid must be used. In addition, all fluids must meet OEM minimum specifications and requirements in the covered component.

- Automatic Transmissions: The VPS Service Guarantee applies to the lubricated parts contained within the automatic transmission housing or case. The transmission housing is covered only when damaged by an internally lubricated part that is covered under the VPS Service Guarantee. Leaking transmission seals and gaskets are not covered.
- Cooling Systems: The VPS Service Guarantee applies to the heater core, water pump, freeze plugs, and radiator. Hoses, clamps, thermostats, reservoirs and engine components are not covered.
- Power Steering: The VPS Service Guarantee applies to the lubricated parts contained within the power steering gearbox or rack and power steering pump. Hoses, belts, brackets, reservoirs, seals and leaking gaskets are not covered.
- 4. Driveline Front and/or Rear Differentials: The VPS Service Guarantee applies to the lubricated parts contained within the differential housing or case. The housing or case, axle bearing(s), U-joint(s), boot(s), and CV Joint(s) are not covered by this VPS Service Guarantee unless damaged due to failure of a Covered Part.
- 5. Driveline Transfer Case: The VPS Service Guarantee applies to only the lubricated parts contained within the transfer case. The housing or case, U-joint(s), CV joints(s), and driveshaft(s) are not covered by this VPS Service Guarantee unless damaged due to failure of a Covered Part.
- 6. Driveline Manual transmissions/Transaxles: The VPS Service Guarantee applies to only the lubricated parts contained within the transmission/transaxle case. The case, flywheel, clutch plate, pressure plate, U-Joint(s), CV Join(s), and driveshaft(s) are not covered by this VPS Service Guarantee unless damaged due to failure of a Covered Part.
- Fuel Services: The VPS Service Guarantee applies to Fuel Injectors, oxygen sensors and PCV (only malfunctions due to deposits).
- 8. Engine Cleaning & Additive Service: The VPS Service Guarantee applies to Pistons, Rings, Timing Gears or Sprockets, Valve Lifters, Cylinder Liners or Bores, Push Rods, Turbo Bearings, Wrist Pins and Bushings, Distributor Drive Gear, Cam Shafts and Bearings, Rods and Rod Bearings, Oil Pump, Rocker Arms and Pivots, Crankshaft and Bearings, Intake Valves and Guides. The Timing Belt or Timing Chain is not covered under this VPS Service Guarantee.
- 9. Brake Fluid System: The VPS Service Guarantee applies to all mechanical brake fluid lubricated parts and includes (and is limited to) the calipers, master cylinder, and brake actuators. Brake system seals and gaskets are not covered under this program. Only vehicles requiring either DOT 3 or DOT 4 brake fluid may be covered under this VPS Service Guarantee.

## **EXCLUSIONS, LIMITATIONS, AND CONDITIONS**

Exclusions from the VPS Service Guarantee coverage:

- · Vehicles that have been modified for or used in competition, or those in agricultural use.
- · Vehicles where the odometer has been changed or altered or if odometer has ceased to function.
- Vehicles that are maintained by the use of in-house maintenance/repair facilities.

- 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); negligent, reckless, knowing or intentional damage caused by a party other than Valvoline; 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 VPS Service Guarantee where Valvoline believes in good faith that one or more of these causes contributed to the damage claimed.
- Any damage to a Covered Part that occurs prior to the first Covered Service date or results from a condition
  that existed prior to the first Covered Service date. Timing and cause of damage may be verified through
  independent parts analysis by Valvoline or its Administrator.
- Any damage to a Covered Part that is caused by the failure of an electronic control part or other part (whether it is a Covered Part or not) that does not come in contact with a Valvoline product as part of a Valvoline Professional Series Service.
- Failure of a Covered Part that is the direct result of a mechanical or structural flaw that the manufacturer
  has acknowledged through any means (such as public recalls, factory service bulletins or technical services bulletins), that the manufacturer will repair at its expense or that is related to any pending legal
  proceeding against the manufacturer.
- Failure of a Covered Part that is the subject of a then-effective public recall, factory service bulletin or technical service bulletin.
- Claims also covered by the vehicle's manufacturer warranty or any extended service contract or warranty. However, if you have otherwise complied with the VPS Service Guarantee, Valvoline will pay the deductible amount owed by you under any existing extended service contract previously purchased by you which covers component damage to the vehicle, up to the level of coverage qualified for determined by the programs mileage requirements.
- State tax, local tax, storage fees, shop supplies, core charges, and diagnosis are not covered.

#### CONDITIONS AND LIMITATIONS OF VPS SERVICE GUARANTEE COVERAGE

- This VPS Service Guarantee covers only legally registered passenger cars, vans, motorcycles, SUV's and pick-up trucks with a GVW of 12,500 pounds or less.
- · In the case of a leased vehicle, the lessee must be primarily obligated for repairs and maintenance.
- If covered vehicle is used for towing a trailer or other vehicle or object, this VPS Service Guarantee is not in
  effect unless covered vehicle is equipped with factory-installed tow package or equal.
- To keep this VPS Service Guarantee in effect you must have all receipts and repair orders for maintenance and services required by this VPS Service Guarantee.
- Valvoline may in its sole discretion require that the vehicle be repaired at a certified repair facility or performed by an ASE Certified Mechanic.
- Rental vehicle costs incurred during repair of a covered part are not covered by this VPS Service Guarantee.

#### **CLAIMS PROCEDURE**

In the event of a claim you must submit all required information listed below to Valvoline for review via one of the following methods: email: VALSUPPORT@ASHLAND.COM, Fax: 859-357-5001 or by notifying your Valvoline Sales Representative, prior to having any repairs made. Please call 1-877-VPS-1247 (1-877-877-1247) for additional information or for claim forms. Any repairs done without Valvoline Administrator authorization will not be covered under the VPS Service Guarantee. You must protect the vehicle from further damage. You must provide the Claims Administrator with the following information:

- 1. All service repair orders/receipts showing that the vehicle was serviced as required for coverage under this VPS Service Guarantee.
- All service repair order/receipts showing that the vehicle was serviced as required in the terms and conditions of any previous protection programs or service warranties (excluding OEM extended warranties) and proof of previous plan (if applicable).
- 3. A complete statement of damage and an estimated repair cost statement.
- 4. Vehicle purchase date verification or lease agreement if vehicle is leased.
- 5. If requested, the damaged parts along with a sample of system fluid must be shipped as directed by the Administrator for analysis to:

#### VALVOLINE TECHNICAL LABORATORY • 251 YORKSHIRE • LEXINGTON, KY 40509 USA

This VPS Service Guarantee and benefits are transferable if vehicle ownership changes. Only authorized repairs made to vehicles operated in the United States of America are eligible for benefits under this VPS Service Guarantee. Valvoline is only responsible for the repairs if approves.

#### ARBITRATION

All Disputes arising in connection with this VPS Service Guarantee shall be settled by arbitration. By submitting a claim pursuant to the Guarantee you will be deemed to have agreed to this provision. The arbitration shall be held in Lexington, Kentucky, and conducted in the English language in accordance with the rules of the American Arbitration Association. Judgment upon the award rendered may be entered in any court having jurisdiction or application may be made to any such court of judicial acceptance of the award and an order of enforcement the case may be. The costs of such arbitration shall be borne equally by the parties, provided, however, that each party shall bear it own expense in prosecuting or defending a claim; and provided further that the arbitrator(s) shall assess the costs and expenses of an arbitration proceeding against a party if the arbitrator(s) determine that the prosecution or defense of a claim was frivolous in nature.