

Any vehicle and equipment warranties you may have are not affected by proper use of EXCO FILTER brand filters. EXCO Filtrations, Inc. ("we") warrants your EXCO FILTER brand filter to be free from defects in materials and workmanship during the Warranty Period. The "Warranty Period" is the service internal for filter replacements recommended by the manufacturer of the engine or equipment. If your filter is found to be defective during the Warranty Period, we will, at our sole discretion, replace it with another EXCO FILTER brand filter and/or reimburse you for the reasonable costs of the parts and labor required to repair your engine or equipment to the extent the damage is solely attributable to the defective filter.

If your application is not listed in the EXCO FILTER catalog, this limited warranty applies ONLY if your filter is a valid crossreference to the proper OEM filter as listed in the excofilter.com online filter lookup, the excofilter app, the printed catalog or its electronic copy. It is your responsibility to determine the proper OEM filter for your application and the correct EXCO FILTER cross reference to the OEM filter in the online filter lookup. We reserve the right to examine the filter, engine and/or equipment to verify the applicability of the cross-referenced OEM filter.

## WARRANTY SERVICE & CLAIM PROCESS

To obtain warranty service, you must, within 30 days after discovery of damage, submit a claim to any EXCO FILTER representative, your EXCO FILTER distributor, or directly to the address below. We reserve the right to examine the filter, engine and/or equipment to determine the extent of damage and whether it was caused by a defective EXCO FILTER brand filter. We also reserve the right to examine any applicable service records, installation records, and receipts.

## CONDITIONS

## This limited warranty DOES NOT COVER

- Filters submitted in a condition that prohibits evaluation and testing, such as a filter that has been deconstructed, disassembled or cut open.
- Use of the filter on an incorrect, non-approved or non-recommended application.
- Use of the filter in competitive racing, on modified high-performance engines, or on any aircraft or aviation application.
- Damage or failure caused by improper installation, misuse, modification, accidents or abuse.
- Use of motor oil other than the viscosity and type as recommended by the manufacturer of the engine or equipment.
- Costs of repairs not directly attributable to the defective filter.
- Towing fees, rental car fees, or any other fees, expenses, damages, costs or losses that are not specifically provided for in this Limited Warranty.

THIS WARRANTY IS EXCLUSIVE OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED. THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING CLAIMS FOR LOSS OF USE OF THE ENGINE OR EQUIPMENT ON WHICH THE FILTER IS INSTALLED, LOSS OF TIME, INCONVENIENCE OR COMMERCIAL LOSS. WE LIMIT THE DURATION AND REMEDIES OF ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY. FOR FILTERS USED IN COMMERCIAL APPLICATIONS, AND EXCEPT WHERE PROHIBITED BY APPLICABLE LAW, WE EXPRESSLY DISCLAIM, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

The above warranty and warranty fulfillment obligations are exclusive and in lieu of all other warranties or related remedies. EXCO Filtrations, Inc. is not liable for indirect, incidental, punitive or consequential damages arising in any way from the products it manufactures or sells.

Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may have other rights which vary from state to state.

