

## PEAK® Global LifeTime™ Antifreeze & Coolant

### “Lifetime” Antifreeze & Cooling System Limited Warranty

[final revised dated 12-14-04]

This PEAK® Global LifeTime™ Antifreeze & Coolant Cooling System Limited Warranty (“Warranty”) includes all the terms and conditions stated below. The Warranty is free. No one may charge you a fee for it, or change it, or make any exceptions to its terms or conditions.

Old World Industries, Inc. (“Old World”) warrants that it will pay for the repair or replacement, at our option, of any of the antifreeze and cooling system (“A & C System”) parts listed below if, during the Warranty Period, the part in question fails or shows abnormal wear from rust, corrosion or cavitation due to the use of PEAK® Global LifeTime™ Antifreeze & Coolant or PEAK® Global 50/50 Pre-Diluted LifeTime™ Antifreeze and Coolant (“Peak® Global LifeTime™”). In no event will any claim payment be made in an amount exceeding \$1,000.00.

This Warranty is the only express warranty that applies to Peak® Global LifeTime™ and sets forth all of the obligations and responsibilities of Old World. Any and all applicable implied warranties are limited to the terms, conditions and duration of this express Warranty. All other warranties, express or implied, are specifically disclaimed.

Old World shall not be responsible or liable for any amount of damage in excess of the approved repair estimate defined below. Incidental, consequential, special or punitive damages are specifically excluded from coverage under this Warranty.

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

To qualify for Warranty coverage, you must comply with all of the prerequisites and maintenance requirements stated below.

#### **A. When does the PEAK® Global LifeTime™ Antifreeze & Cooling System Limited Warranty take effect and how long does it last?**

This Warranty takes effect 60 days after your first documented use of Peak® Global LifeTime™ (the “Effective Date”). Thereafter, and subject to the Requirements, Limitations and Exclusions stated in sections C and D below, each A & C System part listed below shall be covered against failure or abnormal wear from rust, corrosion or cavitation due to the use of PEAK® Global LifeTime™ for as long as you own your vehicle (the “Warranty Period”).

#### **B. What A & C System Parts Are Covered?**

- Radiator

- Heater Core
- Water Pump
- Thermostat

### **C. Initial Requirements and Maintenance Requirements:**

To qualify for coverage under this Warranty, you must:

1. Completely flush and fill the vehicle's A & C System with PEAK® Global LifeTime™ and use PEAK® Global LifeTime™ **exclusively** during the entirety of the Warranty period.
2. Top-off as necessary to maintain the proper ratio of Peak® Global LifeTime™ and water in your A & C System as follows: 45% to 60% Peak® Global LifeTime™ to 55% to 40% water, respectively. This should ensure optimum A & C System freeze-up and boil-over protection. If your A & C System gets outside the optimum antifreeze/water ratio, adjust the ratio back to its proper level.
3. When topping off, do so only with PEAK® Global LifeTime™.
4. After the initial flush and fill with PEAK® Global LifeTime™, follow all scheduled engine maintenance recommendations of the vehicle manufacturer, including specified A & C System maintenance. Subsequent flush and fills of your A & C System should no longer be necessary after the proper initial flush and fill using PEAK® Global LifeTime™ and subsequent A & C System maintenance, including top-offs.
5. Save all of your Peak® Global LifeTime™ purchase receipts and all of your receipts for antifreeze/coolant replacement charges and A & C System maintenance to demonstrate compliance with maintenance requirements. If you perform your own maintenance, make and save a record of the service.

### **D. What Else Is Important To Know (Limitations and Exclusions):**

1. The Warranty covers only automobiles, sport utility vehicles, vans and pickup trucks with a gross vehicle weight of no more than 10,000 pounds ("Qualified Vehicles"). You must own or lease the Qualified Vehicle. If you lease the Qualified Vehicle, it will be covered but only if you are personally responsible for its repair and maintenance.
2. This Warranty does not cover: commercial or agricultural vehicles; vehicles modified for, or used in, competitive events; or vehicles subjected to abuse, negligence or abnormal driving conditions.
3. This Warranty does not cover claims that are the result of: (a) normal wear and tear; (b) pre-existing conditions; (c) a collision or accident; (d) a manufacturer's defect or recall; (e) improper installation of any part; (f) improper use of Peak® Global LifeTime™; or (g) failure to maintain your A & C System at levels prescribed herein or by the manufacturer.

4. This Warranty also does not cover claims that are covered by any warranty or service contract offered by the seller or manufacturer of the Qualified Vehicle.

5. This Warranty is limited to the owner or lessee of the Qualified Vehicle at the time of the initial flush and fill with Peak® Global LifeTime™. It is **not transferable** to any subsequent owners or lessees.

6. In addition to the above requirements, you will void this Warranty if your claim contains untrue or unsubstantiated information, if your A & C System is contaminated with other antifreeze/coolant or if your vehicle is not qualified as defined above.

#### **E. What To Do If You Have A Claim:**

1. Notify the Old World claims administrator by calling (800) 477-5847 and be able to provide the following:

- (a) a copy of your Peak® Global LifeTime™ sales receipt(s);
- (b) the damaged part;
- (c) a sample of the antifreeze/coolant mixture in the engine of the Qualified Vehicle;
- (d) a copy of your vehicle registration card or other proof of ownership;
- (e) copies of all service receipts or service records showing the use of Peak® Global LifeTime™ in the Qualified Vehicle, including your initial flush and fill; and
- (f) a statement from an automobile repair professional documenting the claimed damage, the estimated cost of repair and the vehicle's odometer reading.

2. Old World may, in its discretion and at its expense, conduct further investigation as may be required to determine the cause of the claimed problem and your eligibility for Warranty coverage.

3. If your claim is approved, Old World will make payment after repairs are completed and after submitting your bill. Claims are limited to amount of the estimate received ("Approved Repair Expenses"). Approved Repair Expenses shall be limited to parts and labor required to repair or replace the covered A & C System part as listed above. Approved repairs shall be calculated based upon the following formula: Chilton's Flat Rate Guide or other industry accepted flat rate guide plus the approved repair shop's posted hourly rate times the number of hours required to replace or repair the part. In no event will any claim payment be made in an amount exceeding \$1,000.00.