SERVICE PLUS PROGRAM Valvoline. PROFESSIONAL SERIES

DESCRIPTION OF PROGRAM

Under the VPS Service Plus Program Limited Lifetime Guarantee ("VPS Service Guarantee"), Valvoline LLC 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 WARRANTIES. 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 EXCLUSION 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 VPS 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. Coverage under this VPS Service Guarantee will only take effect 500 miles after the first VPS Service(s) has been performed by a professional technician for each service.

- Level One Coverage up to \$4,000: To get Level One Coverage, the first Covered Service(s) must be: (a)
 performed within the first 50,000 miles driven on the vehicle as shown on the odometer, and (b) performed
 by a professional technician. Level One Coverage of the Covered Parts related to each component service is
 limited to a lifetime maximum of \$4,000.
- Level Two Coverage up to \$2,000: To get Level Two Coverage, the first Covered Services(s) must be: (a)
 performed between 50,001 miles and 100,000 miles driven on the vehicle as shown on the odometer, and (b)
 performed by a professional technician. 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 100,001 miles and 125,000 miles driven on the vehicle as shown on the odometer, and (b) performed by a professional technician. 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 125,001 miles and 150,000 miles driven on the vehicle as shown on the odometer, and (b) performed by a professional technician. Level Four Coverage of the Covered Parts related to each component service is limited to a lifetime maximum of \$500.

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 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 coverage from any previous Service Chemical Warranty, Protection Plan or other approved Aftermarket Service Chemical Program to this VPS Service Guarantee is limited to one time only per vehicle.

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 Engine Cleaning Service

VPS Power Steering Service

and/or Transfer Case Service

· VPS Easy GDI Clean Up Fuel System Service

· VPS Manual Transmission, Transaxles,

· VPS Top Treat Oil System Cleaner

· VPS HD Rail to Combustion Kit

VPS Cooling System Additive

· VPS 3 Part and 3 Part Plus Fuel System Services

VPS Complete Fuel System Treatment Additive

- VPS Automatic Transmission Service
- VPS Cooling System Service
- VPS Differential Service (Front and/or Rear)
- VPS Diesel Fuel System 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.
 - VPS EasyGDI Maintenance Service Kit
 - VPS First Defense Fuel System Service
 - VPS Fuel Rail Services
 - VPS 2 Part Fuel System Service Kit
 - VPS Automatic Transmission Additive
 - 15K Vehicle Restoration Additive Kit
- 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 Oil Additive
- Super Concentrated Fuel Injector Cleaner Additive

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 VPS 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"):

- Automatic Transmission OR Additive Services: VPS Automatic Transmission Service utilizes automatic transmission fluid exchange equipment and VPS Transmission Cleaner product to flush deposits from transmission components, remove the old fluid and replace with new transmission fluid meeting OEM specifications and VPS Automatic Transmission Conditioner, Protector and Sealer (VP093) to help prevent leaks and extend the life of your transmission. Eligible Kit includes VP094 only. VPS Automatic Transmission Additive Service uses VPS Automatic Transmission Conditioner, Protector and Sealer (VP093) to help prevent leaks and extend the life of your transmission. Eligible Additives include VP093 only.
- 2. Cooling System OR Additive Services: 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 VPS Water Pump Lubricant and Protector (VP004) to prevent rust corrosion, and contaminant build up. Eligible kits include VP005 or VP006. VPS Cooling System Additive Service utilizes VPS Water Pump Lubricant and Protector (VP004) to prevent rust corrosion, and contaminant build up. Eligible Additives include VP004 on prevent rust corrosion, and contaminant build up. Eligible Additives include VP004 only.
- Power Steering System Service: VPS Power Steering Service utilizes power steering fluid exchange equipment and VPS Power Steering Cleaner to remove the old power steering fluid and contaminants from the system. Old fluid is replaced with Valvoline's Full Synthetic Power Steering Fluid. Eligible products include VP056, VP095, VP096, 860343, 860342, 859070 and 859119.
- 4. Driveline Front & Rear Differential Service: VPS Differential Service Utilizes differential fluid (gear oil) exchange equipment and VPS Synthetic Gear Oil pre-loaded with limited-slip additive. Eligible Products include 819195 and 819196.NOTE: 667859 MUST BE USED WITH AN ELIGIBLE PRODUCT TO APPLY. 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 VPS Synthetic Manual Transmission Fluid (508216). Eligible Products include 508216. This may be used along with 667859.

Effective: May 07, 2018

- 6. Fuel System OR Additive Services (gasoline PFI, gasoline GDI or diesel): VPS Fuel Services utilize appropriate tools to enter and effectively clean the vehicle's fuel injectors, intake valves (gasoline engines), combustion chambers, ports, cylinder heads, and/or piston tops using Valvoline Professional Series Fuel System Cleaning products. Eligible Additives include 679710 (for gasoline PFI engines) and 679741 (for all gasoline engines). Eligible Service Kits for gasoline PFI engines include VPO71, 507674, VPO86, VPO76, VPO69, 675380, 774434, 666725, 674121, 844697, and 679741. Eligible Service Kits for all gasoline engines include 82017, 872071, 884532, 884526 and 871999. Eligibility on 884320, 884353, and 884354 is limited to gasoline PFI engines when using a single (1) can (12oz) of product, and open to gasoline GDI engines when using two (2) cans (24oz) of product. Eligible Service kits for diesel engines are VP205 or VP206.
- 7. Engine Cleaning OR Additive Services: VPS Engine Cleaning Services utilize VPS Solvent-Free Complete Oil System Cleaner (VP051) or VPS Top Treat Oil System Cleaner (806221) to effectively dissolve and remove accumulated sludge and deposits within the crankcase. Eligible Products include VP051 and 806221 only. Eligible Products include VP066 or 571214. Oil and filter must be changed no later than the vehicle manufacturer's recommendation.
- 8. 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 VPS branded fluid must be used. In addition, all fluids must meet OEM minimum specifications and requirements in the covered component.

- Automatic Transmission or Additive Services: The VPS Service Guarantee applies to the lubricated parts
 contained within the automatic transmission housing or case including solenoids. The transmission
 housing is covered only when damaged by an internally lubricated part that is covered under the VPS
 Service Guarantee. Transmission coolers and leaking transmission seals and gaskets are not covered.
- Cooling System or Additive Services: The VPS Service Guarantee applies to the heater core, water pump, freeze plugs, radiator and thermostats. Hoses, clamps, reservoirs and engine components are not covered. System leaks are only covered when VP006 (includes Super Sealer) is used to perform the service..
- 3. 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, leaking gaskets, electronic systems, and electronic-assisted systems are not covered. Appropriate Honda/Acura fluids must be used in designated vehicles.
- 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 Plus 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, cooler, 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.
- 7. Fuel or Additive Services:
- -Fuel Tank Additive Services and Fuel Rail Chemicals: The VPS Service Guarantee applies to fuel pump and fuel injectors (only malfunctions due to deposits).
- -Fuel System via Air Intake Services: The VPS Service Guarantee applies to intake valves, intake runner flaps, oxygen sensors and throttle plate (only malfunctions due to deposits). NOTE: Throttle Body Spray (VP072) is not included as part of the Service Plus Guarantee.
- 8. Engine Cleaning & Additive Service: The VPS Service Guarantee applies to Pistons, 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 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 ABS brake actuators. Leaking 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 ire; water or flood damage (including prior flood damage); negligent, reckless, knowing or intentional damage caused by a party other than Valvoline; timing belt failure; defect attributable to the vehicle manufacturer; improper installation of any part; 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.

- Claims that are the result of improper vehicle service or maintenance; failure to keep fluids at manufacturer
 prescribed levels or fluid contamination (i.e. coolant, fuel, water or foreign material).
- 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 VPS 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, along with a completed VPS Claim Form to Valvoline for review by one of the following methods: Email: productsupport@valvoline.com, Fax: 866-330-9712, 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 prior to or 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:

- 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 it 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 its 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 fivolous in nature.

