

PEAK[®] ANTIFREEZE/COOLANT

LIMITED WARRANTY

This Limited Warranty (“Warranty”) applies to all PEAK[®] branded Antifreeze/Coolant, in both concentrate and 50/50 Prediluted (individually and collectively, “Product”) and includes all the terms and conditions stated below. This Warranty is free. No one may charge a fee for it.

Old World Industries, LLC (“Old World”) warrants that Product will meet or exceed the specifications stated by Old World for each Product (“Specifications”). In the event that Product does not meet or exceed the Specifications, Old World will replace such non-conforming Product at its cost.

For Products stating a specific Warranty Period (as set forth per specific Product below), Old World further warrants to the owner (“Vehicle Owner”) of the Vehicle (as defined per specific Product below) – for the Warranty Period (as defined per specific Product below) – that it will pay for the repair or replacement, at Old World’s option, of those parts of the Vehicle’s antifreeze or cooling system (the “A&C System”) that fail or show abnormal wear and tear from rust, corrosion or cavitation, as determined by Old World, as a direct result of using Product during the Warranty Period; provided that: (1) the Vehicle (including its A&C System) meets and was properly used and maintained in accordance with the Vehicle manufacturer’s specifications and recommendations (including initial and subsequent A&C System flush and fill requirements); (2) Product was installed, used and maintained (including an initial and complete A&C System flush and fill and subsequent topping off, as needed) in accordance with the Vehicle manufacturer’s specifications and recommendations and with Old World’s specifications and the directions on the Product label; **(3) the Vehicle (including its A&C System) was used under normal operating conditions in accordance with the Vehicle manufacturer’s specifications and recommendations and with Old World’s specifications;** (4) the Vehicle Owner maintains records verifying the condition set forth in items (1) through (3) above, including the Product sales receipt(s); and (5) the Vehicle Owner certifies continuous ownership and that no other products have been added to the Product. **In no event will any claim payment (parts and labor) be made in an amount exceeding \$1,000.00.**

THIS WARRANTY IS THE ONLY EXPRESS WARRANTY THAT APPLIES TO THE PRODUCT AND SETS FORTH ALL OF THE OBLIGATIONS AND RESPONSIBILITIES OF OLD WORLD. IT COVERS ONLY REPLACEMENT OF NONCONFORMING PRODUCT AND DAMAGE TO THE VEHICLE’S A&C SYSTEM (PARTS AND LABOR ONLY) AS DEFINED ABOVE. 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 INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES (INCLUDING LOST PROFITS, LOST BUSINESS OPPORTUNITIES OR LOSS OF USE) 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 make a valid Warranty claim, the Vehicle Owner must do both of the following:

1. Notify Old World within thirty (30) days of discovering the damage and present the documentation required in item (4) above. Please send the required claim information to:

Old World Industries, LLC

3100 Sanders Road, Suite 500

Northbrook, Illinois 60062

Attention: PEAK Antifreeze/Coolant Warranty Claim

2. Allow Old World or its designated agent(s) to inspect and test the Vehicle's A&C System or part(s) claimed as damaged and take samples if necessary, to determine whether Product was the cause of such claimed damage.