

LIMITED PARTS WARRANTY ON KUBOTA ENGINE AMERICA CORPORATION INDUSTRIAL ENGINE ACCESSORY KITS

This warranty applies only to those accessory kits supplied exclusively by Kubota Engine America Corporation

OUR WARRANTY TO YOU

We warrant to you, the original purchaser, that all parts of your new Kubota Engine America Corp. supplied Industrial Engine accessory kit purchased from an Authorized Kubota Industrial Engine Distributor/Full Service Dealer in the US and Canada will be free from defects in materials or workmanship during the following period.

- 1. For two (2) years or 2000 hours from the date of delivery to you.
- 2. Replacement parts for 90 days from the date of installation; or the remainder of the kit warranty, which ever is longest.

WHAT WE WILL DO

We will, at our option, repair or replace any part covered by this warranty, which is defective, malfunctions or otherwise fails under normal use and is contributed to defects in materials and workmanship, during the term of this warranty, at no charge for parts.

This warranty does not cover charges for labour, transportation and service calls.

WHAT YOU MUST DO TO OBTAIN WARRANTY SERVICE

In order to obtain warranty repairs, you must deliver the product, together with proof of purchase, to an Authorized Kubota Industrial Engine Distributor/Full Service Dealer at your expense. The names and addresses of Authorized Kubota Industrial Engine Distributors are listed www.engine.kubota.co.jp/english/network/wws.html or may be obtained by contacting Kubota Engine America Corp.

WHAT THIS WARRANTY DOES NOT COVER

This warranty does not cover:

- 1. Labour for the cost of replacement.
- 2. Defects, malfunctions or failures resulting from accidents, abuse, misuse, modifications, alterations, improper servicing or lack of performance of required maintenance service.
- 3. Normal maintenance service or replacement of maintenance items such as alternator belts, filter elements, lubricants, oils and coolants, etc.
- 4. Installation of replacement parts.
- 5. Damage to engine kits or their required attachments due to incorrect application, installation or modification.
- 6. Transportation and service call charges.

THIS IS THE ONLY EXPRESS WARRANTY ON OUR PRODUCTS

Kubota Engine America Corp. does not authorize any other party, including Kubota Industrial Engine Distributors/Full Service Dealers to make any representation or promise on behalf of Kubota Engine America Corp. to modify the terms, conditions or limitations of this warranty in any way.

LIMITATIONS ON OUR RESPONSIBILTY TO OUR PRODUCTS

Our statement is to repair or replace defective parts as stated above. We will not be responsible for any other expenses, losses or inconvenience which you may sustain as a result of the purchase, use, malfunction or defective condition or our products.

Our responsibility for any and all losses and damages resulting from any cause whatsoever, including our negligence, alleged damage or defective goods, whether such defects are discoverable or latent, shall be limited to the repair or replacement of defective parts as stated above. In no event will we be liable for loss of use, loss of profits, loss of or damage to related equipment, inconvenience, commercial loss or other incidental or consequential damages whatsoever. Some States or Provinces do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply.