

WARRANTY

Bobcat Excavators

Bobcat Company warrants to its authorized dealers and authorized dealers of Bobcat Equipment Ltd., who in turn warrant to the owner, that each new Bobcat Excavator will be free from proven defects in material and workmanship with respect to (i) all components of the product except as otherwise specified herein for twelve (12) months, (ii) tracks for twelve (12) months on a prorated basis based on the remaining depth of the track at the time any defect is discovered, and (iii) Bobcat brand batteries, for an additional twelve (12) months after the initial twelve month warranty period, provided that Bobcat Company shall only reimburse a fixed portion of the cost of replacing the battery during such additional twelve months. The foregoing time periods shall all commence after delivery by the authorized Bobcat dealer to the original buyer.

During the warranty period, the authorized Bobcat dealer shall repair or replace, at Bobcat Company's option, without charge for parts and labor, any part of the Bobcat product except as otherwise specified herein which fails because of defects in material or workmanship. The owner shall provide the authorized Bobcat dealer with prompt written notice of the defect and allow reasonable time for repair or replacement. Bobcat Company can, at its option, require failed parts to be returned to the factory. Travel time of mechanics and transportation of the Bobcat product to the authorized Bobcat dealer for warranty work are the responsibility of the owner. The remedies provided in this warranty are exclusive.

This warranty does not apply to diesel engine fuel injection pumps and injectors. The owner shall rely solely on the warranty, if any, of the respective manufacturers thereof. This warranty does not cover replacement of scheduled service items such as oil, filters, tune-up parts, and other high-wear items. This warranty does not cover damages resulting from abuse, accidents, alterations, use of the Bobcat product with any accessory or attachment not approved by Bobcat Company, air flow obstructions, or failure to maintain or use the Bobcat product according to the instructions applicable to it.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXCEPT THE WARRANTY OF TITLE. BOBCAT COMPANY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL BOBCAT COMPANY OR THE AUTHORIZED BOBCAT DEALER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOSS OR INTERRUPTION OF BUSINESS, LOST PROFITS, OR LOSS OF MACHINE USE, WHETHER BASED ON CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTE OR OTHERWISE, EVEN IF BOBCAT COMPANY OR THE AUTHORIZED BOBCAT DEALER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF BOBCAT COMPANY AND THE AUTHORIZED BOBCAT DEALERS WITH RESPECT TO THE PRODUCT AND SERVICES FURNISHED HEREUNDER SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCT UPON WHICH SUCH LIABILITY IS BASED.



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WARRANTY (CONT'D)

In this emissions limited warranty, the term "Manufacturer" means Kubota Corporation as the holder of the U.S. Environmental Protection Agency (U.S. EPA) Certificate of Conformity and California Executive Order for the vehicle. The emission control limited warranty is in addition to the standard limited warranty for your vehicle.

Your Bobcat dealer is authorized to perform all warranty and service repairs on your diesel engine. To locate a Bobcat dealer, visit www.bobcat.com or call 1-800-743-4340.

KUBOTA Corporation FEDERAL & CALIFORNIA EMISSION CONTROL SYSTEMS LIMITED WARRANTY for NON-ROAD ENGINES (CI)

The U.S. Environmental Protection Agency (EPA), the California Air Resources Board (CARB), and KUBOTA Corporation are pleased to explain the Federal and California Emission Control System Warranty on your non-road engine. In California, new heavy duty off-road engines must be designed, built and equipped to meet California's stringent anti-smog standards adopted by the Air Resources Board pursuant to its authority in Chapter 1 and 2, Part 5, Division 26 of the California Health and Safety Code. In other states of the U.S.A., new non-road engines subject to the provisions of 40 CFR 1039 subpart A must be designed, built and equipped, at the time of sale, to meet the U.S. EPA regulations for nonroad engines.

KUBOTA must warrant the emission control system on your Compression Ignition engine for the period of time listed below provided there has been no abuse, vandalism, neglect, improper maintenance or unapproved modifications to your engine. This emission warranty is applicable in all states of the U.S.A., its provinces and territories regardless of whether an individual state, province, or territory has enacted warranty provisions that differ from the Federal warranty provisions. This emission warranty is also applicable in all provinces and territories of CANADA.

Your emission control system may include parts such as the fuel injection system and the air induction system. Also included may be hoses, belts, connectors and other emission-related assemblies.

Where a warrantable condition exists, KUBOTA will repair your engine at no cost to you, including diagnosis (if the diagnostic work is performed at an authorized dealer), parts and labor.

EMISSION DESIGN AND DEFECT WARRANTY COVERAGE

The emissions warranty period for the engine begins on the original date of sale to the initial purchaser and continues for each subsequent purchaser for the period mentioned below.

The emissions warranty period for all engines rated under 19kW (25Hp) is 2000 hours of operation or two (2) years of use, whichever first occurs.

The emissions warranty period for constant speed engines rated under 37kW (50Hp) with rated speeds greater than or equal to 3000 rpm is 2000 hours of operation or two (2) years of use, whichever first occurs.

The emissions warranty period for all other engines not already listed is 3000 hours of operation or five (5) years of use, whichever first occurs.

If any emission related part on your engine is defective, the part will be repaired or replaced by KUBOTA free of charge.

OWNER'S WARRANTY RESPONSIBILITIES

(a) As the engine owner, you are responsible for the performance of the required maintenance listed in your KUBOTA operator's manual. KUBOTA recommends that you retain all receipts covering maintenance on your engine, but KUBOTA cannot deny a warranty claim solely for the lack of receipts or for your failure to ensure the performance of all scheduled maintenance.

(b) As the engine owner, you should be aware, however, that KUBOTA may deny your warranty coverage if your engine or a part has failed due to abuse, vandalism, neglect, improper maintenance or unapproved modifications.

(c) Your engine is designed to operate on Ultra Low Sulfur Diesel Fuel only. Use of any other fuel may result in your engine no longer operating in compliance with Federal or California's emissions requirements.

(d) You are responsible for presenting your engine to the nearest dealer or service station authorized by KUBOTA when a problem exists. The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days.

(e) If you have any questions regarding your warranty rights and responsibilities or the location of the nearest authorized dealer or distributor, you should contact: KUBOTA ENGINE AMERICA CORPORATION, Service department at 1-800-532-9808, EEWRI@kubotaengine.com or KUBOTA TRACTOR CORPORATION, National Service Department at 1-800-558-2682, KubotaEmissionsWarranty@kubota.com or KUBOTA CANADA LTD at (905) 294-7477.

COVERAGE

KUBOTA warrants to the initial purchaser and each subsequent purchaser that your engine will be designed, built and equipped, at the time of sale, to meet all applicable regulations. KUBOTA also warrants to the initial purchaser and each subsequent purchaser that your engine shall be free from defects in materials and workmanship which cause the engine to fail to conform to applicable regulations for the period mentioned above from the original date of sale.

KUBOTA shall remedy warranty defects at any authorized KUBOTA engine dealer or warranty station. Any authorized work done at an authorized dealer or warranty station shall be free of charge to the owner if such work determines that a warranted part is defective. Any KUBOTA approved or equivalent replacement part (including any KUBOTA approved aftermarket part) may be used for any warranty maintenance or repairs on emission related parts, and must be provided free of charge to the owner if the part is still under warranty.

KUBOTA is liable for damages to other engine components caused by the failure of a warranted part still under warranty. The use of replacement parts not equivalent to the original parts may impair the effectiveness of your engine emission control system. If such a replacement part is used in the repair or maintenance of your engine, and KUBOTA determines it is defective or causes a failure of a warranted part, your claim for repair of your engine may be denied.

Listed below are the parts covered by the Federal and California Emission Control Systems Warranty. Some parts listed below may require scheduled maintenance and are warranted up to the first scheduled replacement point for that part. The warranted parts are (if applicable):

- | | | |
|--|---------------------------------------|---|
| 1) Air-Induction System | 4) Electronic Control System | 6) Particulate Controls |
| a) Intake Manifold | a) ECU | a) Any device used to capture particulate emissions. |
| b) Turbocharger System | b) Engine Speed / Timing Sensor | b) Any device used in the regeneration of the particulate control device. |
| c) Charge Air Cooling System (Intercooler) | c) Accelerator Position Sensor | c) Control Device Enclosures and Manifolding |
| 2) Catalyst or Thermal Reactor System | d) Coolant Temperature Sensor | d) Diesel Particulate Filter Temperature Sensor |
| a) Catalytic converter | e) Atmospheric Pressure Sensor | e) Differential Pressure Sensor |
| b) Exhaust manifold | f) Intake Pressure Sensor | 7) Miscellaneous Items |
| 3) Fuel Injection System | g) Intake Manifold Temperature Sensor | a) Closed Breather System |
| a) Fuel Supply Pump | h) Intake Air Flow Sensor | b) Hoses*, Clamps*, Fittings, Tubing* |
| b) Injector | i) Common Rail Pressure Sensor | c) Gaskets, Seals |
| c) Injection Pipe | 5) Exhaust Gas Recirculation System | d) Kubota supplied engine Wiring Harnesses |
| d) Common Rail | a) EGR Valve | e) Kubota supplied engine Elec. Connectors |
| e) Smoke Puff Limiter | b) EGR Cooler | f) Air Cleaner Element*, Fuel Filter Element* |
| f) Speed Timer | c) EGR Valve Opening Rate Sensor | g) Emission Control Information Labels |
| g) Cold Advance Timer | | |
| h) Injection Pump | | |

*Warranty period is equivalent to manufacturer's recommended first replacement interval as stated in the applicable model's operator's manual and/or service (workshop) manual.

MAINTENANCE REQUIREMENTS

The owner is responsible for the performance of the required maintenance as defined by KUBOTA in the operator's manual.

LIMITATIONS

This Emission Control System Warranty shall not cover any of the following:

(a) Repair or replacement required because of misuse or neglect, improper maintenance, repairs improperly performed or replacements not conforming to KUBOTA specifications that adversely affect performance and/or durability, and alteration or modifications not recommended or approved in writing by KUBOTA.

(b) Replacement of parts and other services and adjustments necessary for required maintenance at and after the first scheduled replacement point.

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