



**KUBOTA ENGINE AMERICA CORPORATION LIMITED
WARRANTY ON INDUSTRIAL ENGINES IN NON-KUBOTA
BRANDED GENERATOR, AIR COMPRESSOR, MOBILE
ELEVATED WORK PLATFORM (MEWP),
LIGHT TOWER AND REPLACEMENT PARTS EFFECTIVE
JANUARY 1, 2022**

OUR WARRANTY TO YOU

We warrant to you, the original purchaser, that all engine parts (except those referred to below) of your new Kubota-powered Air Compressor, Mobile elevated work platform, Light Tower, Non-Kubota branded generators* and replacement parts operated within North/South/Latin America will be free from defects in material or workmanship during the following periods:

1. Industrial Engines for 3 years or 3,000 hours, whichever occurs first
2. Replacement parts for one year

*excludes marine and recreational generator applications

WHAT WE WILL DO

We will, at our option, repair or replace any part covered by this warranty which becomes defective, malfunctions or otherwise fails to conform to this warranty under normal use and service during the term of the warranty at no charge for parts or labor.

WHAT YOU MUST DO TO OBTAIN WARRANTY SERVICE

All equipment covered by this warranty must have the Kubota engine registered at the time of equipment purchase. In order to obtain warranty repair, you must deliver the product, together with proof of purchase, to an Authorized Kubota Industrial Engine Distributor or Dealer at your expense. The names and addresses of such Authorized Kubota Industrial Engine Distributors can be found on the internet at www.kubotaengine.com.

Kubota Engine America Corporation
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WHAT THE WARRANTY DOES NOT COVER

1. This warranty **does not** cover: Damage, malfunctions or failures resulting from accidents, abuse, misuse, modifications, alteration, improper servicing, or lack of performance of required maintenance service.
2. Normal maintenance services or replacement of maintenance items such as light bulbs, preheater plugs, indicator and resistant coils, filter elements, lubricants, oils, spark plugs, coolant or belts.
3. Installation of replacement parts, unless originally installed by an authorized Kubota Industrial Distributor or Dealer.
4. Non-genuine Kubota parts.
5. Any engines damaged by use of ether or any starting aid, or greater than 50/50% solution of antifreeze and water.
6. Injection nozzle wear or any engine damage caused by injection nozzle wear or sticking
7. Any damage caused by improper or contaminated fuel.
8. Damage caused by water entering the engine due to any cause.
9. Used Products
10. Any damage caused by overheating that is not a direct result of a defect in materials or workmanship.
11. Any engine not application reviewed.

APPLICATION REVIEW PROCESS

The Kubota Engine America (KEA) application review process is intended to assist the OEM with engine installation to optimize functionality/performance within the OEM's equipment in order to maintain durability, customer satisfaction, and reduce

warranty failures and expense. Kubota cannot anticipate all potential failures and issues that may occur with the engine or product in the field during and application review, therefore, machine testing by the OEM either in a test facility and/or in the field is critical to further reduce the potential for field failures

The amount of time spent by KEA on an application review is significantly less than the amount of time spent by the OEM's design engineers on the application. Because of this, the KEA application review is intended to identify issues that are within the scope of the application review testing performed and in some cases recommended possible solutions. The KEA application review should never take the place of proper design and testing of the finished product by the OEM.

The KEA application review does not in any way express or imply any additional warranty coverage other than what is stated in Kubota's Limited Warranty Agreement. Kubota and its subsidiary companies are not responsible for (including, but not limited to); failures resulting from any components that are not manufactured by Kubota, misrepresented or incorrect information provided from an OEM, any changes made without KEA's knowledge, any decision by the OEM not to follow KEA's recommendations, or any application related problems or deficiencies that may arise that were not found by KEA's limited application review or the OEM's durability testing.

THIS IS THE ONLY EXPRESS WARRANTY ON OUR PRODUCTS

We neither assume nor authorize anyone to assume for us any other express warranty. The Kubota Distributor/Dealer has no authority to make any representations or promise on behalf of Kubota Engine America Corporation or to modify the terms or limitations of this warranty in any way.

LIMITATIONS ON OUR RESPONSIBILITY WITH RESPECT TO PRODUCTS PURCHASED AND USED FOR PERSONAL, FAMILY OR HOUSEHOLD USE.

Our responsibility is to repair or replace defective parts as stated above. We will not be responsible for any other expense, losses or inconvenience which you may sustain as a result of the purchase, use, malfunction or defective condition of our products. ANY IMPLIED WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE SHALL BE LIMITED IN DURATION TO THE PERIOD SET FORTH ABOVE AND IN NO EVENT WILL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER. Some states do not allow limitations or exclusions or consequential damages, so the above may not apply to you. This warranty gives you specific legal rights, and you may have other rights which vary from state to state.

LIMITATIONS ON OUR RESPONSIBILITY WITH RESPECT TO PRODUCTS USED FOR RENTAL OR FOR COMMERCIAL, INDUSTRIAL OR AGRICULTURAL PURPOSES.

This warranty is in lieu of all other warranties, express or implied, and of any other obligations or liability on our part. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED. 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 OR DAMAGE TO OTHER PROPERTY, INCONVENIENCE, COMMERCIAL LOSS, OR OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER