

ALL OEM DIESEL ENGINES

WARRANTY & KUBOTA CARE AGREEMENT TERMS, CONDITIONS AND EXCLUSIONS

Kubota (UK) Limited (the Company) guarantees all products supplied by them against any defect in material, manufacture and assembly on the terms and duration set out herein. Each of the Company's Dealers (the Supplier) is required to give the benefit of the above warranty to the RETAIL PURCHASER of the new goods supplied by the Company as follows;

The warranty period as detailed below will commence from the date of product installation with the retail owner/end user. The Supplier may optionally register the engine for warranty by completing the blue registration card, upon which the pre delivery inspection of the engine is confirmed, the Purchaser's details are given with the date of sale which serves as the warranty start date. Upon completion the blue card should be posted (prepaid business service) to Kubota (UK) Limited.

In many cases due to method of engine transit and manufacture often a blue registration card will not be provided with the OEM product. In such cases where OEM products are being exported and sold outside of the United Kingdom or Republic of Ireland registration is not required as technical support and warranty will be provided by an authorised Kubota Engine Dealer using the worldwide Service network. The Kubota Dealer involved will simply require 'proof of sale' (usually the sales invoice) to establish a warranty start date and will register the engine at that time with the appropriate national Kubota sales company or affiliate.

This warranty agreement will be invalidated where the following has been found to apply;

- a). Where the product has been used to unreasonably perform tasks that demand more than the design and strength limitation and generally used in a manner that Kubota acting reasonably consider to be not fit for purpose
- b). The product has undergone modifications not approved in writing by Kubota.
- c). Conditions of usage can be determined to be abnormal.
- d). Maintenance has not been completed correctly in accordance with the requirements as detailed in the operator's manual supplied with the product using genuine Kubota parts and lubricants.
- e). If the product/component has been dismantled or tampered with prior to the Supplier technician's inspection and repair.
- f). Where a campaign product improvement has been offered by Kubota via the Supplier at no cost and the Purchaser fails to allow access, delays or refuses to have the improvement carried out on the product within a reasonable time (3 months from the first Supplier request to action campaign).

No liability is accepted by Kubota in respect of machine or component failure when it can be determined that such failure was the result of using equipment with one or more attachments not given prior application approval by Kubota.

A warranty in respect of any service or replacement part (whether supplied by Kubota following a sale or pursuant to a warranty claim) is covered to the greater of the following periods:

- a). The remainder of the warranty period which is applicable to the product into which the part is incorporated.
- b). 18 months when a service part is supplied and installed by a Kubota Dealer (applies to UK & ROI only).
- c). 12 months when a service part is supplied for the Purchaser to install.

GENERAL CONDITIONS

It should be noted that normal maintenance services such as belt, operational adjustments, calibrations and the supply of materials used in any such service, are not covered by the terms of the warranty.

In no event will the Purchaser be entitled to recover under this warranty for incidental or consequential damages, including, but not limited to inconvenience, rental or replacement equipment, loss of profit through loss of sales or business, loss of agreements, and anticipated savings and opportunity or other commercial loss and loss or damage to goodwill.

Nothing in this agreement limits any liability which cannot legally be limited, including [but not limited to] liability for:

- a) Death or personal injury caused by negligence;
- b) Fraud or fraudulent misrepresentation; and
- c) Breach of the terms implied by s12 of the Sale of Goods Act 1979 or s2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

Only authorised Kubota Engine Dealers can offer the protection afforded by this warranty and it is recommended that the Purchaser obtains from the original OEM Supplier the name and address of the nearest authorised Kubota Dealer whereby warranty repairs can be arranged and carried out by them.

Should the repair be of a scale that requires the relocation of the machine to a Dealers workshop, then your Kubota warranty will cover the cost of transportation where the costs are in the reasonable opinion of Kubota, fair, practical and reasonable.

Important note: Where a Purchaser chooses to locate and use a Kubota Engine product in a specialist application, inaccessible location of restricted access it shall be the Purchaser's responsibility to recover the product to a suitable, safe and accessible location where a Kubota Dealer is able to safely undertake a repair or recover the product to a workshop. Such locations are, but not restricted to; quarries, underground and tunnelling operations, building sites, restricted areas such power stations, nuclear facilities, marine applications, offshore operations on platforms or isles and islands where no Kubota Dealer support exists or is available.

In the case of making a claim under this warranty, the procedure to adopt is as follows;

- a). Notify the Kubota Engine Dealer within 24 hours of failure or as soon as practicably possible but in any circumstances no later than [72 hours] after being made aware of a likely warranty claim. The product should not be used further.
- b). Make the product available for inspection and repair by a Kubota Dealer Technician.
- c). Provide "proof of purchase" and maintenance records or similar evidence available for inspection by the Kubota Dealer if requested to do so.
- d). An order number or credit card may be requested where the Kubota Engine Dealer has no previous business relationship or is unable to offer a credit account to the OEM customer in order to provide security whilst the failure mode and reason is being investigated. **There will be NO charge made and the repair completed free of charge should the failure cause be established to be of a warrantable nature.**

Important note: Lubricant, fuel and coolant samples are frequently needed to determine the cause of failure and therefore the machine should be presented with all the original fluids and their levels unchanged and undiluted.

If the failure is found to be the result of faulty material, manufacture or assembly the failed components will be replaced entirely free of charge. Kubota Dealers are requested to submit their warranty claim upon Kubota within 28 days and return any defective parts and fluid samples immediately if requested.

In accordance with the Company policy of continuous improvements to its products, alteration in specification may be made at any time without notice and the Company shall not accept responsibility for any discrepancies which may occur between the specification of its products and the description thereof in its publications.

WARRANTY PERIOD

An initial warranty period of 2 years or 2000 hours of use whichever occurs first will commence from the date of product installation.

GENERAL EXCLUSIONS (as applicable)

- Operational/maintenance adjustments and calibrations.
- Service items such filters and lubricants.
- Exhaust DOC/DPF# regeneration/cleaning.
- Injection & SCR equipment*- contamination
- Parts subject to fair wear and tear, such as but not limited to; belts, clutch, brakes, tyres, tracks, hydraulic seals, couplings and soil/ground/crop engaging components..
- Consumable items – Light bulbs and fuses, lubricants*, air conditioning recharge* and antifreeze*

Notes

The exhaust 'diesel oxidation catalyst' (DOC) and 'diesel particulate filter' (DPF) can be subject to 'poisoning' and 'over heating' damage due to the use of incorrect fuel, lubricants, additives and regeneration maintenance, such instances are not warrantable.

* Injection equipment can be very sensitive to fuel contamination; therefore, a warranty claim will only be accepted if supported by a written report from a Bosch or Denso Diesel Agent that clearly identifies the warrantable defect.

+ Lubricants, coolants, A/C gas recharge will only be accepted if lost or contaminated as a consequence of a warrantable failure and repair.

Only the specified Kubota lubricants should be used in a warranty repair.

This warranty is given in addition to any rights you may have and does not affect or prejudice any rights you may have under the Sale of Goods Act, or in local law as applicable.

