

OEM KUBOTA IMPLEMENTS

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.

The product should be registered for warranty by the Supplier prior to delivery and the resulting "Warranty & Installation Certificate" printed twice in readiness for completion with the Purchaser on the day of product installation.

During product installation these warranty terms and conditions should be carefully explained to the Purchaser by the Supplier, after which both copies of the "Warranty & Installation Certificate" should be signed by the Purchaser indicating their acceptance of the product installation and warranty agreement. The Supplier's representative installing the product should then acknowledge the Purchaser's agreement and signature by counter signing both copies of the "Warranty & Installation Certificate". The first copy of the "Warranty & Installation Certificate" should be retained by the Purchaser and the second copy to be retained by the dealer and attached to the PDI record and safely filed for future reference and inspection by Kubota (UK) Limited upon request.

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). 12 months when a service part is supplied and installed by a Kubota Dealer to a product.

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 Dealers can offer the protection afforded by this warranty and where possible the Purchaser should request the assistance of the original Supplier to carry out repairs.

If, however the Purchaser moves to another area or the product is working temporarily at some distance from the Supplier from whom it was purchased, it is recommended that the Purchaser obtains from the original Supplier the name and address of the nearest authorised Kubota Dealer whereby warranty repairs can be arranged and carried out by them.

A Kubota Dealer locator is available at: <https://kuk.kubota-eu.com/service-support/dealer-finder>

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 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, off shore 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 Dealer from whom you obtained the equipment 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 the "Warranty & Installation Certificate" and maintenance records or similar evidence available for inspection by the Kubota Dealer if requested to do so.

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

A warranty period of **1 year** of use will commence from the date of product installation.

GENERAL EXCLUSIONS (as applicable)

- Operational/maintenance adjustments and calibrations.
- Service items such filters and lubricants.
- 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, fuses and lubricants*.
- Accidental damage

Notes

+ Lubricants 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 general.

KUBOTA CARE – Purchasable optional extended warranty is NOT available on these products

TRANSFER OF WARRANTY

If the product is resold before the warranty period has ended, the balance of the unexpired warranty may be transferred with the product subject to;

- 1). The product having an 'up to date recorded service history' with valid supporting documentation.
- 2). The Dealer completing a Warranty 'Transfer Certificate' on behalf of the new owner and obtaining a validation number from Kubota UK Limited (an administration fee applies).
- 3). Kubota being notified within [28 days] of the completion of product ownership transfe

