



GROUNDCARE PRODUCTS – WALK BEHIND MOWERS W821R-PRO & W821-PRO 2 YEAR DOMESTIC & 1 YEAR PROFESSIONAL WARRANTY AGREEMENT TERMS, CONDITIONS AND EXCLUSIONS

Kubota (UK) Limited (The Company) guarantees all products supplied by them against any defect in material, manufacture and assembly. 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 on K-net 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 products 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.

This Kubota warranty agreement may 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.
- b) The product has undergone modifications not approved by Kubota.
- c) Conditions of usage can be determined to be abnormal.
- d) Normal maintenance has not been completed correctly in accordance with the manufacturer's requirements as detailed in the machines operator manual.
- e) 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 them.

A warranty in respect of any spare 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: (Parts & Labour costs)

- a) One year when installed by a Kubota Dealer or 90 days when as a spare part is supplied for the purchaser to install.
- b) The remainder of the warranty period which is applicable to the product into which the part is incorporated.

GENERAL CONDITIONS

It should be noted that normal maintenance services such as belt or operational adjustments and the supply of materials used in any such service, are not covered by the terms of the Warranty. In no event will the user 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 or other commercial loss.

Only authorised Kubota Dealers can offer you the protection afforded by your Warranty and where possible you should request the assistance of the original Supplier to carry out repairs. If, however you move to another area or your machine is working temporarily at some distance from the Supplier from whom it was purchased, you are recommended to obtain from the original Supplier the name and address of the Kubota Dealer nearest to your location and ask for arrangements to be made for any Warranty repairs to be carried out by them.

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. The product should not be used further if other consequential damage could occur or if a safety concern exists.
- b) Make the product available for inspection by a Dealer Technician.
- c) Make all maintenance records or similar evidence available for inspection by the Kubota Dealer to demonstrate that the product has been maintained correctly according to the operator's manual schedule using the correct Kubota lubricant.
- d) If the product/component has been dismantled or tampered with prior to the Dealer technician's inspection, warranty may be void.

Please note that 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 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

The warranty period commences from the date of sale.

- For <u>Domestic</u> users the warranty period will be 24 months.
- For <u>Professional</u> users the warranty term will be limited to one year.

This warranty is subject to the exclusions listed below:

- Service items such as filters and spark plugs.
- Blades, ground contacting components and those subject to fair wear and tear.
- Service and operational adjustments.

This guarantee is given in addition to any rights you may have against Kubota (UK) Ltd, or the Supplier from whom you purchased the product, and does not affect or prejudice any rights you may have under the Sale of Goods Act, or in general.