

LIMITED WARRANTY ON INDUSTRIAL ENGINES AND REPLACEMENT PARTS EFFECTIVE SEPTEMBER 2, 1997

OUR WARRANTY TO YOU

We warrant to you, the original purchaser, that all parts (except those referred to below) of your new Kubota industrial engine, and replacement part purchased from an Authorized Kubota Industrial Engine or OEM Distributor in the United States will be free from defects in materials or workmanship during the following periods. (Refer to Service Policy Book for further details.)

1. Industrial engines excluding any oil field engine or application for 2 years or 2000 hours whichever occurs first.
- 1a. For 3 years or 3000 hours, excluding oil field engines or applications, a Major Component Warranty (M.C.W.) parts only, is offered. See Service Policy Book for details of coverage for M.C.W.
2. Replacement parts for 90 days.

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 with this warranty under normal use and service during the term of the warranty at no charge for parts or labor. (Parts only for M.C.W.)

WHAT YOU MUST DO TO OBTAIN WARRANTY SERVICE

In order to obtain warranty repairs, 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 are listed in telephone directories or may be obtained by writing or telephoning us.

WHAT THE WARRANTY DOES NOT COVER

This warranty **does not** cover: (See Service Policy Book for further details.)

1. Defects, 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 engine Distributor.
- 3a. Non-genuine Kubota parts.
4. Nihon CAV injection pumps are covered by separate warranties issued by their manufacturer or distributor.
5. Any engines damaged by use of ether, or any starting aid, or greater than a 50/50% solution of antifreeze-water

6. Injection nozzle wear or any engine damage caused by injection nozzle wear or sticking.
7. Damage caused by water entering the engine due to any cause.
8. Used products.
9. Any damage caused by overheating that is not a direct result of a defect in materials or workmanship.
10. Any engine not application reviewed.

THIS IS THE ONLY EXPRESS WARRANTY ON OUR PRODUCTS

We neither assume nor authorize anyone to assume for us any other express warranty. The Distributor/Dealer has no authority to make any representation 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 expenses, 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 OR FITNESS OFR A PARTICULAR PURPOSE SHALL BE LIMITED IN DURATION TO THE PERIOD SET FORTH ABOVE. Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions 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. WARRANTIES OF MERCHANTABILITY OR 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 damaged 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 OF OR DAMAGE TO CROPS, INCONVENIENCE, COMMERCIAL LOSS, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER.