

# KUBOTA ENGINE AMERICA CORPORATION LIMITED WARRANTY ON DIESEL ENGINE GENERATORS AND REPLACEMENT PARTS EFFECTIVE FEBRUARY 1, 2004

#### **OUR WARRANTY TO YOU**

We warrant to you, the original purchaser, that all parts (except those referred to below) of your new diesel engine generator and replacement parts purchased from an Authorized Kubota Generator Distributor or Dealer in the United States will be free from defects in materials or workmanship during the following periods from date of retail sale.

- Engine and generator components for 2 years or 2,000 hours, whichever occurs first.
- For engine only, Major Component Warranty (M.C.W.), 3
  years or 3000 hours, whichever occurs first, parts only.

MCW covers cylinder block, cylinder head, crankshaft, camshaft, gears, pistons, rods, flywheel, flywheel housing, oil pump, fan, pulleys, governor, intake manifold, oil pan, ignition distributor.

MCW does not cover rings, bearings, water pump, any electrical component, valve train components, accessory parts, seals, gaskets, carburetors, exhaust manifold, hoses, all fuel system components, muffler, any filters, radiator belts, thermostat, spark plugs, fuel transfer pumps

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 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 during third year or between 2,000-3,000 hours, whichever occurs first, as stated above.)

#### 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 Generator Distributor or Dealer at your expense. The names and addresses of such Authorized Kubota Generator Distributors can be found by calling 1-800-532-9808 or by contacting:

Kubota Engine America Corporation 505 Schelter Road Lincolnshire, IL 60069 Telephone: (847) 955-2500

#### WHAT THE WARRANTY DOES NOT COVER

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 services.
- Normal maintenance services or replacement of maintenance items such as light bulbs, preheater plugs, indicator and resistant coils, filter elements, lubricants, oils, coolant or belts.
- Installation of replacement parts, unless originally installed by an Authorized Kubota Generator Distributor or Dealer
- 4 Non-genuine Kubota parts.
- 5 Any engines damaged by use of ether or any starting aid or greater than a 50/50% solution of antifreeze and 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.
- Any damage caused by overheating that is not a direct result of a defect in materials or workmanship.
- Damage caused to any electrical component due to overload of the diesel engine or generator.
- 11. Battery covered by separate warranty.

Battery Warranty: The Battery supplied as original equipment with your Kubota product is warranted for a period of 12 months from date of retail sale.

### THIS IS THE ONLY EXPRESSED 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 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 WARRANTIES IMPLIED WARRANTIES INCLUDING 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 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 THAT 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 OF OR DAMAGE TO OTHER PROPERTY, INCONVENIENCE, COMMERCIAL LOSS, OR OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER.