

The Yanmar logo consists of the word "YANMAR" in a bold, white, sans-serif font, centered within a solid black rectangular background.

YANMAR

YANMAR CONSTRUCTION EQUIPMENT **WARRANTY**

All Yanmar Construction Equipment products that carry the 36 month or 3000 hour warranty must have two machine inspections completed during the warranty period. First inspection must be completed at 1000 hours, second inspection at 2000 hours. Inspection must be performed by an authorized Yanmar Dealer per Equipment Inspection and Maintenance report. Dealer is required to submit all inspection forms to Yanmar within 15 days after inspection for continuation of warranty coverage.

Inspections are the responsibility of machine owner.

YANMAR NEW CONSTRUCTION EQUIPMENT LIMITED WARRANTY

A. GENERAL PROVISIONS

Yanmar Construction Equipment Co., Ltd. ("YANMAR") hereby warrants to the purchaser of each new YANMAR Construction Equipment product ("Product") purchased from an authorized dealer in the United States of America and Canada to be free from defects in material and workmanship if used and serviced in accordance with the Operation & Maintenance Manual.

Subject to this warranty, YANMAR will at its option, shall repair or replace any part(s) of a new YANMAR Product which are found to be defective in material and workmanship during the applicable warranty period without charge to the purchaser for parts and labor.

Costs not included under this warranty include any costs for transporting any YANMAR part or product from/to a YANMAR authorized dealer. The purchaser is responsible for all shipping charges for the parts in excess of those that are usual and customary, any local taxes, costs involved in investigating complaints, and any costs for delay in making the product available for repair.

B. WARRANTY PERIOD (Standard limited warranty)

1. Excavator, Wheel Loader and Backhoe Loader

The warranty period of the YANMAR Product will be for the first 36 months starting from the date of delivery to the original purchaser from the YANMAR authorized dealer, or for 3000 operating hours, whichever occurs first.

See Addendum:

2. Carrier

The warranty period of the YANMAR Product will be for the first 12 months starting from the date of delivery to the original purchaser from the YANMAR authorized dealer, or for 1000 operating hours, whichever occurs first.

3. Warranty Period for Replacement Parts

This provision applies to replacement parts only. The warranty period of parts replaced under this warranty is 6 months from the date of installation of the part on the Product, or the remainder of the original warranty period for the Product, whichever is later.

4. Engine Emissions Control System and Parts

a. Products under 19 kW

The warranty period of the fuel injection pump, fuel injection nozzle and turbocharger shall be for the first 2 years starting from the date of delivery to the original purchaser from the YANMAR authorized dealer, or for 3000 operating hours, whichever occurs first.

b. Products 19 kW and Above

The warranty period of the fuel injection pump, fuel injection nozzle and turbocharger shall be for the first 5 years starting from the date of delivery to the original purchaser from the YANMAR authorized dealer, or for 3000 operating hours, whichever occurs first.

C. WHAT THIS WARRANTY DOES NOT COVER

1. Part(s) which is (are) Not Defective

a. This warranty shall not cover any depreciation or damage caused by any wear, rusting, corrosion, lack of proper maintenance or operation, misapplication, misuse, abuse, improper or unauthorized assembly, installation, modification, maintenance, service or storage, inadequate transportation, or because of accident or failure to use the Product in accordance with the Operation & Maintenance Manual.

b. All costs of all routine maintenance or replacement and wear items, such as, but not limited to, oil filters, coolants and conditioners, lubricants, belts, fuses, rubber tracks and/or undercarriage are not covered by this warranty.

2. Unauthorized Service or Modification

No failure or damage shall be covered by this warranty:

a. If service (other than routine maintenance) is performed by someone other than a YANMAR authorized dealer.

b. If any parts or accessories are modified or altered in ways not authorized by YANMAR:

c. If any parts, accessories, attachments or implements which are not supplied or approved by YANMAR are installed in or upon the Product:

3. Others

a. This warranty does not apply to charges for overtime labor or for labor performed during non-business hours and days requested by the purchaser.

b. This warranty does not cover costs for transportation of parts or the product to and from the place at which warranty work is to be performed.

c. The warranty stated above shall not apply to any damage or loss which is attributed to other causes not attribute to YANMAR, such as flood, fire, lightning and other acts of God.

D. DISCLAIMER

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES WHATSOEVER, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

THIS WARRANTY AND YANMAR'S OBLIGATION UNDER IT ARE THE PURCHASER'S SOLE AND EXCLUSIVE REMEDY AGAINST YANMAR FOR ALL CLAIMS ARISING HEREUNDER OR RELATING HERETO WHETHER SUCH CLAIMS ARE BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORIES.

The remedies of the purchaser set forth herein are exclusive, and in no event shall the purchaser be entitled to direct or indirect incidental, consequential or other similar damages, including, but not limited to, loss of profits, cost for rental of substitute equipment, loss of use, loss of income, loss of production, increased cost of operation, spoilage of or damage to material, and other commercial losses.

The total liability of YANMAR with respect to claims arising hereunder or relating hereto whether such claims are based on breach of contract, tort (including negligence and strict liability) or otherwise shall not exceed the price of parts or the Product furnished hereunder.

E. OTHERS

1. If there are any disputes arising from or concerning the limited warranty provided by YANMAR, then the terms of the limited warranty will be governed by the Uniform Commercial Code.

2. If any clause within this warranty is found or held to be invalid and/or unenforceable, the remaining portions that are not found or held to be invalid and/or unenforceable will survive and will continue to have legal effect.

3. Any action by the purchaser arising hereunder or relating hereto, whether based on breach of contract, tort (including negligence and strict liability) or other theories, must be commenced within one year after the cause of action accrues or it shall be barred and the purchaser expressly waives any statute of limitations which might apply by operation of law otherwise.

4. YANMAR reserves the right to make alterations or modifications in its equipment at any time, which in its opinion may improve the performance and efficiency of the Product. YANMAR shall not be obliged to make such alterations to products which have been shipped or are in service.

5. Any YANMAR part replaced under this warranty shall become the property of YANMAR.

6. Any technical advice furnished by YANMAR or a YANMAR authorized dealer to the purchaser is an accommodation to the purchaser. YANMAR assumes no liability therefore, and the purchaser accepts such advice at the purchaser's sole risk.

7. Any use or operation of the Product beyond the rated capacity expressly prohibited in the Operation & Maintenance Manual or any adjustment or assembly procedures not recommended or authorized in the Operation & Maintenance Manual shall immediately VOID this warranty.

8. "Purchaser" and "Original purchaser" mentioned above mean the buyer of the Product from a YANMAR authorized dealer, including the buyer's employees, representatives, servants and agents.

Addendum: Please see the Yanmar dealer for applicable warranty information concerning aged machines.

OWNER SIGNATURE		
OWNER'S NAME		
STREET - ROUTE		
CITY - TOWN	STATE)	ZIP

DEALER REPRESENTATIVE SIGNATURE
MACHINE MODEL
MACHINE SERIAL NUMBER
DATE OF DELIVERY