

YANMAR COMPACT EQUIPMENT NORTH AMERICA (YCENA) ASV Products



Parts, Service, and Warranty Policy and Procedures

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YANMAR COMPACT EQUIPMENT NORTH AMERICA (YCENA) PARTS, SERVICE, & WARRANTY POLICY & PROCEDURES

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SECTION 1. SCOPE/PURPOSE OF THIS MANUAL

This manual is meant as a guide for YCENA'S servicing dealers.

With the expansion of the YCENA product lines, YCENA has found it prudent to establish an updated and consolidated set of parts, service, and warranty guidelines.

This manual will help to promote uniform service and support purchasers of all YCENA products.

YCENA created this manual for the use of YCENA and YCENA dealers only.

This manual contains proprietary information belonging to YCENA that must be kept confidential, and neither this manual nor any of its contents shall be circulated to any outside companies or other third party.

SECTION 2. PREFACE

To avoid any misunderstanding or dispute, it is essential that each customer is made aware of the nature and limitations of the warranty offered by YCENA.

SECTION 3. DEFINITIONS

For this manual, the following definitions shall apply:

- **Yanmar Compact Equipment North America ("YCENA")**: The representative company which produces and distributes the YCENA products and sets the policies and procedures to which all dealers shall follow when doing business with all purchasers or prospective purchasers of YCENA products.
- **Retail Location**: An establishment designed to sell and/or service YCENA products to consumers. This shall be a commercial location that a customer or prospective customer can visit to conduct business related to YCENA products.
- **Original Equipment Manufacturer (OEM)**: An independent business enterprise established to manufacture a product that incorporates a YCENA product.

An OEM may be granted the right to purchase the YANMAR/ASV product directly from YCENA.

- **Retail (End) User**: Any person, business, or organization that uses the YANMAR/ASV product.
- **Warranty Term**: The period of warranty coverage established for a given product.
- **Flat Rate Schedule**: Time and rate allotted by YCENA for a given warranty repair or service.
- **Pre-delivery Inspection**: Equipment review prior to the delivery of the product to the retail end user, to ensure the product meets the expectations of YCENA and / or the customer, prior to the delivery of the product to the end user.
- **Providing Warranty Service**: Fulfill obligations available under current remaining Warranty Term for the product.

- **Standard Limited Warranty:** Conditions and limitations of the warranty of the product.
- **Inspection on Receipt:** Process of verifying the readiness and acceptability of product by the customer.
- **Local YCENA Dealer**): An independent business enterprise authorized to sell and service and support YCENA products to the end user based on this manual.
- **Warranty Conditions:** Terms and limitations of the warranty term for the product.
- **Dealer Representative:** Person authorized by the dealer to carry out transactions with YCENA.
- **Warranty Registration:** Process of notifying YCENA that a product has been registered into the warranty registration system for warranty verification.
- **Replacement Parts:** Repair parts authorized by YCENA for product repairs.
- **Wear Items:** Items on the product that have a predictable life expectancy and are designed to be replaced over time.
- **Deferred Claim:** Claim sent back to dealer for more information needed to judge the claim. Claim will say Rejected in status
- **YCENA Warranty System:** The system used by YCENA to process warranty claims on products.
- **Pre-approval:** Authorization that is given on a repair over a set dollar amount.
- **Service News:** The release of information such as part number changes and service intervals.
- **Technical Bulletin:** The release of an outlined procedure that needs to be completed on a unit.

SECTION 4. DEALER RESPONSIBILITIES

4.1: Parts replacement or repair will be carried out in as timely a manner as possible, and consistent with YCENA standard procedure.

4.2: The dealer agrees to maintain a high standard of service as required by YCENA.

4.3: The dealer agrees to:

4.3.1: Dealer Product Inspections - It is mandatory for the dealer to perform the required tasks. YCENA requirements for new machine arrival and inspection. Dealers must complete the Quality Survey and Machine Pre-Delivery Inspection (PDI) located on the dealer portal and documenting in the YCENA warranty system.

4.3.2: Carry out, at its own expense, all procedures laid down by YCENA associated with pre-delivery inspection, installation and after sales service for all supplied products.

4.3.3: Provide warranty service in accordance with YCENA warranty policy for all products.

4.3.4: Carry out, when requested by YCENA, programs for all product improvements.

YCENA shall reimburse dealer for costs incurred by dealer in carrying out the product improvement programs according to the rates to be determined.

4.3.5: Inform the retail customer such that they can use the products for the purposes for which they are designed without causing infringement of applicable laws.

4.3.6: At time of delivery to the customer, warranty conditions, coverage limitations and YCENA standard warranty terms and conditions must be given to and explained to the customer.

4.3.7: Instruct the customer about the proper operation and maintenance of the product and request that they read the Operation & Maintenance Manual prior to operating or servicing the product.

4.3.8: Properly train all personnel that perform any service, maintenance, and repair of the product.

4.3.9: Maintain a clean and well-equipped shop to properly diagnose and repair YCENA products, including any necessary special tools such as Smart Assist-Direct (SA-D), tools where applicable and laptop computer, as well as pressure and flow gages. As described in the Dealer Portal under product support.

4.3.10: The YCENA dealer agrees to complete all required training pertaining to any YCENA products that they service and/or sale. Please refer to the dealer agreement signed between YCENA and the said dealer. Please contact the training department for class schedule and to sign up for training.

4.3.11: All information obtained from a customer about a failure should be used in the investigation of that failure. It shall become part of the permanent service history of the product.

4.3.12: A service location shall be any location where a retail customer can receive service on YCENA products during normal business hours.

This shall be a location that is open to the public during normal business hours.

Service locations shall abide by all local, state, and federal laws that pertain to operating a business at said location.

Service locations shall abide by all local, state, and federal laws when placing signage on their property.

Service locations may sell YCENA products within the guidelines of Federal, State and Local Laws.

4.3.13: They shall meet at least the basic YCENA standards that include the following:

4.3.13.1: Dealer shall display proper signage on the exterior of every retail building servicing YCENA products indicating that service is available on YCENA products at that location.

4.3.13.2: All logos, trade names and trademarks that are used by the dealer in signage, advertising or other public dissemination of information must properly display the coordinating registered trademark symbol or pending trademark symbol as required by YCENA.

4.3.13.3: All locations shall be neat, clean and in good repair and safe for customers.

4.3.13.4: All failed parts should be stored in a clean, dry, and secure location out of the customer's view.

4.3.13.5: All locations shall inventory the standard YCENA product and service parts inventory level as recommended by YCENA.

4.3.13.6: All locations agree to keep an inventory of all items listed on the recommended stock list and special tool list located on the dealer portal.

All locations also agree to purchase new required tools in the future as the list changes to adapt to business needs. Please see product specific information located on the dealer portal.

4.4: Transportation Damage- Dealer must inspect each new product upon receipt by the dealer to ensure that no damage occurred during transport.

If the dealer's inspection reveals any damage to the product, the dealer shall describe the damage on the shipping document, and file necessary insurance claim to the carrier's insurance.

Dealers must document damage on the Quality Survey in the YCENA warranty system.

4.4.1: Missing or Damaged part(s) - If the dealer finds missing or damaged parts. Dealer must contact YCENA Parts Department within 10 calendar days after receiving a new product.

4.4.2: Delivery Report - At the time of delivery, the dealer must provide the purchaser with the product's Operation & Maintenance Manual and instruct the purchaser to read the manual prior to operating, maintaining, or servicing the product.

Dealer must also explain the proper operation, maintenance, and safety precautions to the purchaser at the time of delivery.

The dealer shall ensure an accurate and complete delivery report that has been signed by the purchaser/ operator and maintain the report for the warranty term of the product.

4.5: Accident or Fire - Dealer must notify YCENA Customer Support Department immediately in writing in the event of an accident, fire, personal injury, or death that in any way may have involved a YCENA Product. The dealer shall also inform its purchasers of this requirement.

4.5.1: For the protection of all involved, dealer shall not make any repair of the product until YCENA is able to investigate and is given authorization by YCENA to undertake a repair.

The dealer has no authority to make any comments regarding the accident, fire, injury, or death on behalf of YCENA

The dealer agrees not to make any such comment without written authorization from YCENA.

SECTION 5. YCENA RESPONSIBILITIES

5.1: YCENA will, at its option, replace or repair the product or only the affected parts without charge, which are found to be defective in materials or workmanship during the warranty period. YCENA reserves the right to request all parts back to validate the defect.

5.2: YCENA reserves the right to make any modification it deems necessary to improve its products, at any time and without any obligation to apply such modification to products already produced, delivered, in the process of delivery or on order.

5.3: YCENA reserves the right to add, change, amend, retract, or cancel any or all standards and/ or policies at any time.

5.4: YCENA reserves the right to establish another dealer in any geographic area.

5.5: YCENA reserves the right to terminate a dealer if the dealer is not meeting the standards as set forth in these policies, or any other policies agreed upon by YCENA and the dealer.

SECTION 6. CUSTOMER RIGHTS AND RESPONSIBILITIES

6.1: The new customer is responsible for any required product inspections that might be required to continue the product warranty.

6.2: For transfer of ownership for warranty purposes, please see information provided on the dealer portal.

6.3: A customer shall have the right to be provided with a detailed explanation when a repair does not fall within the YCENA warranty policy.

6.4: A customer shall have the right to always be treated with respect and in a professional business manner.

To get the best performance and longest useful life of the product and in order not to lose the rights to warranty coverage, routine maintenance as per the Operation & Maintenance Manual must be carried out by the owner.

All consumable materials and labor associated with their replacement or replenishment are excluded from the warranty and are the sole responsibility of the purchaser/customer/owner of the product.

All warranty related issues require dealer diagnosis before submitting a warranty claim.

SECTION 7. Warranty

Warranty Policy - This warranty is provided in lieu of all other warranties, express or implied. YCENA specifically disclaims any implied warranties of fitness for a particular purpose or merchantability, except where such disclaimer is prohibited by law.

If such a disclaimer is prohibited by law, then implied warranties shall be limited in duration to the life of the limited warranty.

Standard Limited Warranty Terms and Conditions

7.1: Qualified Customers: All product owners in U.S.A, Canada, and any other authorized markets.

7.2: General Warranty: After the warranty has been explained, the dealer must have the warranty registration form completed and signed by the customer. Warranty information must be entered into the YCENA warranty portal within 30 days. This must be completed for the warranty to become effective or compensation for the warranty can be paid to the dealer.

7.3: Demonstration product. If a dealer demonstrates a new product (Demo unit) and then sells that demo unit which has logged less than 50 hours, it is considered “new” for warranty purposes.

7.4: When all products reach their first 50 hours of use, the product at that time must be registered in the YCENA warranty system. The correct registration delivery date is the date the product registered 50 hours. Warranty coverage commences on this date.

For products that are not registered within the outlined limits, the warranty when term will be back dated to the delivery date the dealer received the product.

7.5: Items covered under STANDARD LIMITED WARRANTY:

7.5.1: All YANMAR/ASV genuine parts and labor (per policy) of the YCENA products are covered under this Standard Limited Warranty, except normal maintenance parts and replacement parts.

Please see Standard Limited Warranty for a list of items that may or may not be covered under the standard warranty agreement.

7.6 ASV Product Standard Limited Warranty: Yanmar Compact Equipment North America (“YCENA”) warrants new ASV Compact Track Loaders, and Skid Steer Loaders manufactured or sold by it (such items collectively, the “Products”) to be free, under normal use and service, of any defects in manufacture or materials as follows and any reference to ASV is a reference to YCENA:

For all Products: for a period of twenty-four (24) months or 2,000 operating hours (whichever occurs first) from (a) delivery to, and placement into service by the first user (including as a demonstrator or rental unit) or (b) delivery to the first retail purchaser, whichever occurs first.

For rubber tracks on Products: Original rubber tracks are covered by a warranty period of 24 months or 2,000 operating hours, whichever occurs first, starting from date of delivery to the first user; tracks are pro-rated after the first 500 hours.

Automatic Commencement of Warranty: Notwithstanding the foregoing time periods, all Product and rubber track warranties will commence twenty-four (24) months from the date of initial sale to the Authorized Dealer, regardless of use.

The warranties provided herein shall apply only if ASV receives written notice of the defect within thirty (30) days of its discovery and Buyer establishes that (i) the equipment has been maintained and operated within the limits of rated and normal usage; and (ii) the defect did not result in any manner from the intentional or negligent action or inaction by Buyer, its agents, or employees. If Buyer cannot establish that conditions (i) and (ii) above have been met, then this warranty shall not cover the alleged defect. If requested by ASV, Buyer must return the defective equipment to an authorized Dealer of the Products ("Authorized Dealer") and defective parts to ASV.

Delivery inspection forms are required for warranty validation and processing.

WARRANTY COVERAGE: The obligation and liability of ASV under this warranty is expressly limited to, at ASV's sole option, the repair or replacement (with new or remanufactured parts or components) of any part, which appears, upon inspection by ASV, to have been defective in manufacture or materials, except in the case of rubber tracks on Products, for which ASV may, at its sole option, either repair or provide to the holder of this warranty an allowance toward the purchase of a new rubber track (a "Prorated Allowance") based on the accrued hours of the affected rubber tracks, calculated as follows:

$$\frac{\text{Track hours}}{2,000 \text{ hours}} \times 100 = \text{Customer Cost (\%)}$$

Except with respect to rubber tracks as set forth above, new or remanufactured parts used by ASV under this warranty in repair or replacement shall be provided at no cost to the owner. All parts, including rubber tracks, shall be delivered by the ASV Parts Distribution Center. This warranty shall be null and void if parts (including wear parts) other than genuine OEM ASV parts are used in the equipment or repairs or replacements are performed by a party other than an Authorized Dealer.

In the event of a track derailment, whether as a result of a defective part or component failure, or derailment in the course of normal use of the loader, ASV shall provide reinstallation and repair in accordance with ASV's Limited New Product Warranty statement. In addition, ASV shall provide on-site repair within a 50 mile distance or 1 hour drive time, each way (whichever occurs first) from authorized ASV dealer. Additional travel, installation time in excess of 2 hours, towing, damage, or other conditional expenses shall not be covered by the ASV warranty.

No warranty shall cover any item on which serial numbers have been altered, defaced or removed. Improper maintenance, improper use, abuse, improper storage, operation beyond rated capacity, operation after discovery of defective or worn parts, or alteration or repair of the equipment by persons not authorized by ASV shall render this warranty null and void. ASV reserves the right to inspect the installation of the Products and review maintenance procedures to determine if a failure was due to improper maintenance, improper use, abuse, improper storage, use of improper hydraulic fluid, use of non-authorized ASV attachments or accessories, operation beyond rated capacity, operation after discovery of defective or worn parts, or alteration, modification or repair of the equipment by persons not authorized by ASV.

Accessories, attachments, assemblies and components included in the equipment sold by ASV but which are not manufactured by ASV are subject to the warranty of their respective manufacturers. Normal maintenance, adjustments, or maintenance/wear parts are not covered by this warranty and are the sole maintenance responsibility of Buyer.

No amendment or modification to this warranty shall be authorized or effective unless such amendment or modification has been made in writing and signed by an authorized ASV employee. The obligations of ASV under this warranty shall not include any duties, taxes or environmental fees (including, without limitation, with respect to the disposal or handling of rubber tracks, tires, batteries, petrochemicals or any other charges whatsoever), or any liability for indirect, incidental, or consequential damages. ASV reserves the right to make improvements or changes to its Products without incurring any obligation to make such changes or modifications to Products previously sold.

Parts Warranty: ASV warrants its OEM replacement parts ordered from the ASV Parts Distribution Center and installed by its Authorized Dealers to be free of defects in manufacture or materials for a period of twelve (12) months from date of invoice to the user or the period remaining on the product warranty for the affected Product (if any), whichever is shorter. ASV warrants its Authorized Dealer-installed OEM replacement rubber tracks for its Products to be free of defects in manufacture or materials for a period of twenty-four (24) months from the date of invoice to the user. Parts and track warranty shall automatically commence twelve (12) months from the initial sale to the Authorized Dealer, regardless of use.

Reimbursement for any replacement rubber tracks which are subject to this warranty shall be on a Prorated Allowance basis, monthly, from the date of invoice to user. This parts warranty does not cover, removal, repair, installation, lost time, wages, freight, towing, dock or storage fees, duty or import fees or any other labor charges that may be associated with said part.

TRANSFERABILITY OF WARRANTY: The unexpired portion of this warranty may be transferred, provided that (i) the Product to which this warranty relates has not been abused or misused or this warranty has not otherwise been voided or breached by the transferor prior to transfer, (ii) ASV has received warranty registration cards for the relevant Product, and (iii) the transferee completes and returns to YCENA the appropriate warranty transfer documentation which shall be provided on request. Contact your local Authorized Dealer for Additional Details.

THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ALL OTHER OBLIGATIONS OR LIABILITY ON THE PART OF ASV. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE LIMITED WARRANTY CONTAINED HEREIN.

ITEMS NOT COVERED BY THIS WARRANTY: The following items are **NOT** covered under this warranty (the following list is not exhaustive)

1. **Non-Authorized Dealer Sales:** Items sold by any individual, corporation, partnership, auction entity or any other organization or legal entity that is not an Authorized Dealer.
2. **Non-ASV Components:** Components which are not manufactured by ASV are not covered by this warranty. Such components are covered only by the warranty that is provided by their manufacturer. Such components include, but are not limited to, engines, electric motors, air compressors, air conditioners, batteries, tires, attachments, etc. ASV does not make any warranty, express or implied, that any attachments or other products manufactured by parties other than ASV will function properly with a ASV Product, or that any such attachments or products will not be damaged or cause damage to a ASV Product when used with such Product.
3. **Replacement of assemblies:** ASV has the option to repair, replace or, with respect to rubber tracks, provide a Prorated Allowance for, any defective part or assembly. It is the policy of ASV to refuse claims for the replacement of a complete assembly that is field repairable by the replacement or repair of defective part(s) within the assembly.
4. **Normal Operational Maintenance Services and Wear Parts:** Maintenance services and wear parts are excluded from warranty claims. Maintenance services not covered include, but are not limited to, such items as: track tension adjustment, tune-up, lubrication, fuel or hydraulic system cleaning, brake inspection or adjustment, or the replacement of any service items such as filters or brake linings made in connection with normal maintenance services.
5. **Transportation:** Any damage caused by carrier handling is a transportation claim and should be filed immediately with the respective carrier.
6. **Deterioration:** Repairs, work required, or parts exposed as the result of age, storage, weathering, lack of use, demonstration use, or for transportation of corrosive chemicals.
7. **Secondary Failures:** Should the Buyer continue to operate a machine after it has been noted that a failure has occurred ASV will not be responsible under the warranty for resultant damage to other parts due to that continued operation.
8. **Workmanship of Others:** ASV does not accept responsibility for improper installation or labor costs of personnel other than Authorized Dealer personnel.
9. **Stop and Go Warranty:** ASV does not recognize "Stop and Go" warranties; after the period of warranty commences, it shall not be tolled for any reason. No action by either party shall operate to extend or revive this limited warranty without the prior written consent of ASV.
10. **Incidental or Consequential Damage:** **ASV SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL OR OTHER DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF PRODUCTION, INCREASED OVERHEAD, LOSS OF BUSINESS OPPORTUNITY, DELAYS IN PRODUCTION, COSTS OF REPLACEMENT COMPONENTS AND INCREASED COSTS OF OPERATION THAT MAY ARISE FROM THE BREACH OF THIS WARRANTY, WHETHER OR NOT CAUSED DIRECTLY OR INDIRECTLY BY ANY NEGLIGENCE OF ASV.** The Buyer's sole remedy shall be limited to (at the sole option of ASV) repair or replacement of the defective part.

11. **Labor:** ASV shall not be responsible for overtime, premium or any other labor charges; travel costs including without limitation meals and lodging, and travel time and/or mileage charges.
12. **Customer Responsibilities:** ASV shall not be responsible for loaner machines, rental, downtime, transportation or inconvenience costs directly or indirectly resulting from the failure of its Products or parts.

ASV neither assumes nor authorizes any other person to assume for ASV any other liability in connection with the sale of any ASV equipment. This warranty shall not apply to any ASV equipment or any part thereof which has been subject to misuse, alteration, abuse, negligence, accident, acts of God or sabotage. No action by any party shall operate to extend or revive this limited warranty without the prior written consent of ASV. The aggregate liability of ASV shall in no event exceed the purchase price of the equipment.

IN THE EVENT OF ANY BREACH OF THIS WARRANTY BY ASV, THE AGGREGATE LIABILITY OF ASV SHALL BE LIMITED EXCLUSIVELY TO THE REMEDIES (AT THE SOLE OPTION OF ASV) OF REPAIR OR REPLACEMENT OF ANY DEFECTIVE EQUIPMENT COVERED BY THE WARRANTY. IN NO EVENT SHALL ASV BE LIABLE FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL OR OTHER DAMAGES OR LOSSES RESULTING FROM A BREACH OF WARRANTY INCLUDING, WITHOUT LIMITATION, LABOR COSTS, LOSS OF USE OF OTHER EQUIPMENT, THIRD PARTY REPAIRS, LOST PROFITS, LOSS OF PRODUCTION, LOSS OF BUSINESS OPPORTUNITY, DELAYS IN PRODUCTION, INCREASED OVERHEAD, INCREASED COSTS OF OPERATIONS, TOWING OR HAULING OF EQUIPMENT, RENTAL COSTS, PERSONAL INJURY, EMOTIONAL OR MENTAL DISTRESS, IMPROPER PERFORMANCE OF WORK, PENALTIES OF ANY KIND, LOSS OF SERVICE OF PERSONNEL, OR FAILURE OF EQUIPMENT TO COMPLY WITH ANY FEDERAL, STATE OR LOCAL LAW.

7.7: SPECIFIC WARRANTY COMPONENTS COVERAGE

7.7.1: Wear items - YCENA warrants its construction equipment to be free from defects in material or workmanship for a period of ninety (90) days from the date of original purchase or lease.

Wear items include lamp bulbs, wiper blades, glow plugs, strainers, fuses, clutch facings, clutch discs, coolant, rubber products, glass products, plastic products, packings, belts, hoses, rubber and steel tracks.

7.7.2: Batteries - YCENA warrants a one-year pro-rated limited warranty against defects in material or workmanship, with 100% replacement during the first three months. After three months, the battery replacement credit is based on the months remaining in the 12-month period dating back to the original date of original sale or lease.

7.7.3: Yanmar Power-train -- YCENA warrants components found in Yanmar Engines and driveline (excluding any other specific warranty components enumerated herein) for 24 months or 2,000 hours, whichever comes first. YCENA will, at its option, repair or replace any power-train component found to be defective in materials or workmanship while under warranty.

Power-train components include items such as the cylinder block, cylinder head, valve covers, oil pan, timing gear covers, flywheel housing, hydrostatic transmission, and transmission case.

Power-train components do not include the fuel systems, cooling systems, intake and exhaust components or external drivelines, clutch disks, or steering cylinders which are covered under the other applicable warranties described herein.

7.8: Yanmar Engine Emissions Control System and Parts:

7.8.1: Yanmar Engine Products under 19 kW - the warranty period of the fuel injection pump. Fuel injection nozzle and turbocharger shall be covered for the first 24 months starting from the date of delivery to the original purchaser from the YCENA authorized dealer, or for 1,500 operating hours, whichever occurs first. Contaminated fuel voids all warranty on any failed part in the fuel system.

7.8.2: Yanmar Engine Products 19 kW and Above - The warranty period of the fuel injection pump, fuel injection nozzle and turbocharger shall be covered for the first 60 months starting from the date of delivery to the original purchaser from the YCENA authorized dealer, or for 3,000 operating hours, whichever occurs first. Contaminated fuel voids all warranty on any failed part in the fuel system.

7.9: Warranty period for replacement parts - This provision applies to replacement parts only. The warranty period of parts replaced under this limited warranty is 12 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.

7.10: What this Limited Warranty does not cover

7.10.1: Part(s) which is (are) Not Defective

7.10.2: This limited 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.

7.10.3: All cost 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 undercarriages are not covered by this limited warranty.

7.11: Unauthorized Service or Modification

No failure or damage shall be covered by this limited warranty-

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

7.11.2: If any parts or accessories are modified or altered in ways not authorized by YCENA.

7.11.3: If any parts, accessories, attachments or implements which are not supplied or approved by YCENA installed in or on a YCENA product.

7.12: Others

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

7.12.2: This limited 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.

7.12.3: The warranty stated above shall not apply to any damage or loss which is attributed to other causes not attributed to YCENA such as flood, fire, lightning, and other acts of nature.

7.12.4: Loss of business activity, hotel, meals, loss of time, rentals fuel, phone calls and damage to Non- YANMAR/ASV products.

SECTION 8. WARRANTY REGISTRATION

8.1: Registration of new units. Warranty Registration Form available for download on the YCENA dealer portal.

8.1.1: The dealer must have the warranty registration form completed by the customer and dealer representative. The dealer must register the product into the YCENA warranty system within thirty (30) days of the delivery of a product to the Dealer's customer.

8.1.2: The form must be signed by the dealer's representative and customer and kept on file at the Dealer.

8.1.3: Dealer must register, through the YCENA registration process, demonstrator units into their rental fleet within 30 days of the machine reaching 50 hours of use.

8.1.4: Possible delays of warranty applications do not entitle the owner to indemnities for damages that could occur, or to the extensions of warranty terms.

Under no circumstances will the purchaser be entitled to direct, indirect, or consequential damages, compensation and cancellation of the contract or postponement of payments.

SECTION 9. WARRANTY CLAIM PROCESSING

9.1: If reimbursement of labor hours is necessary by the agreement with dealer, the applicable labor hours for the repair or replacement as set forth in the flat rate schedule issued by YCENA will be applied.

9.2: A warranty claim is a request to YCENA for payment for service and/or parts reimbursement. YCENA will reimburse the cost of labor expenses using the Flat Rate Guide to correct product problems covered by the warranty on the following conditions: Note: Pre-approval: Any warranty claim expected to exceed \$5000.00 must have pre-approval from YCENA. Contact the YCENA service team for pre-approval.

9.2.1: If YCENA determines that the product problem is due to defective material or workmanship and is subject to warranty coverage.

9.2.2: Dealer submitting a complete and accurate warranty claim will produce an accurate failure analysis and a prompt warranty decision.

Also, the information provided from the warranty claim is used to monitor the performance of the product.

To be useful, the information must be complete and accurate with all product models and serial numbers of attachments listed on failed units. Also, a photo of failed part and/or issue attached.

9.2.3: Incomplete claims will be returned to the dealer for proper information. These will be posted as rejected until resubmitted with all the required information.

NOTE: The Required Fields requested on the warranty claim must be completed before the warranty system will allow the claim to be sent to YCENA for consideration.

9.2.4: Only one (1) repair is to be submitted on a single warranty claim submission. If the product has multiple repairs that are not in direct relation to another failure the parts must be filed on separate claims.

9.2.5: The YCENA warranty claim system is not used for authorization for repairs. All claims submitted must be after the machine is repaired and fully operational.

9.3: Submission Timing-Warranty claims must be timely submitted as follows:

9.3.1: Warranty claims must be submitted within Thirty (30) days of completion of repair. Warranty claims submitted after 30 days will not be accepted without YCENA's prior approval. Any claims submitted 90 days or more beyond the repair date will not be accepted by YCENA.

9.3.2: Claims with incorrect or incomplete information will be deferred to the dealer for proper completion. Deferred claims must be resubmitted within 30 days for warranty consideration, or the claim will be rejected due to the time being expired for the claim. However, it can be resubmitted with proper information that was requested.

9.3.3: To monitor the process of submitted claims the dealer must log in to the YCENA warranty claim system weekly and follow the appropriate heading. To determine the status of their claims.

9.3.4: YCENA has the full and final responsibility and authority for the settlement of all warranty matters, including warranty claim or reimbursement disputes. No person is authorized to give any other Warranty or to assume any additional obligations on YCENAs behalf.

9.4: Warranty Parts Return Policy.

9.4.1: All parts that are replaced under warranty shall immediately become the property of YCENA. Components replaced in the warranty shall be kept available for possible YCENA inspection for a maximum of 90 days after completion of repair.

Components not available for inspection may authorize YCENA to debit the dealer for the cost of the warranty claim.

9.4.2: At the request of YCENA the dealer shall ship such replaced parts to a YCENA facility for inspection. YCENA shall bear the expense of shipping requested parts and instructions will be provided.

Costs for the return of materials not authorized by YCENA will not be reimbursed by YCENA.

9.4.3: When YCENA Corporation ("YCENA") requests that warranty parts be returned to YCENA's location in Grand Rapids MN, the authorized YCENA Distributor must comply with the following policy:

YCENA Corporation will issue an RGA (Return Goods Authorization) for the part(s) that needs to be returned.

9.5: Warranty Labor Reimbursement.

9.5.1: Shop labor rate reimbursement- Warranty claim labor will be reimbursed per the dealer's posted labor rate on file with YCENA at the time of failure date for the item listed on the claim.

9.5.2: Dealers may request a change to their shop labor rate one (1) time per year. Refer to the "Labor rate change form" that supports the product line that is being serviced.

9.5.3: Diagnostic time is the time used to diagnose a failure and must be recorded in detail on the warranty claim form. YCENA will reimburse diagnostic time that is reasonable for Electrical, Hydraulic, HVAC, and Yanmar Engine related claims. Claims for diagnostic time must not exceed 2 hours.

9.6: Rental Products - Rental Sales Product: When a dealer sells a previously rented product to a retail purchaser (Rented Product"), the rented product will be warranted to the dealer as follows:

9.6.1: Warranty starts on the date when the rented product is first delivered to the rental fleet.

9.6.2: At time of retail, the rental product will be eligible only for the remaining portion of the original warranty term.

SECTION 10. PARTS PRICING

10.1: Parts Pricing:

YCENA publishes a Parts Price List.

Parts price lists are available in Excel format for download on the YCENA Dealer Portal.

Parts pricing is available by accessing the YCENA Dealer Portal at portal.yanmarcena.com:

Product Support>Parts>Parts Price List

Pricing is subject to change without notice. In the event of price changes, YCENA will not provide a refund for previously purchased parts.

YCENA issues monthly price updates. Price updates make price-corrections up and down, add new part numbers, update supersessions, and changes in nomenclature.

Notes: Some parts have special pricing conditions noted in the Parts Price List.

10.2: Payment Terms: Payment is due based on the contract established with YCENA. Payment of each invoice is due in full amount of the invoice. Disputed charges will be investigated by YCENA and will be settled separately from the invoice in question. If another invoice comes due, the Dealer is responsible to continue paying invoices, so the account does not change in standing with YCENA. Accounts must be kept current or discount and annual return eligibility could be affected.

- Currency: US Dollars
- Terms: Net 30 days from date of invoice for shipments from YCENA.
- Finance charges may be assessed on any past due invoices at the end of each month.
- YCENA reserves the right to place any account on credit hold for excessive past due balances and/or consistent late payment.

YCENA reserves the right to change, modify, replace and / or discontinue all terms and programs at any time.

SECTION 11. PARTS ORDERING

11.1: Overview: YCENA Parts On-Line Ordering:

Dealers can order parts 24 hours per day, 7 days a week using the YCENA Parts On-Line Ordering on the Dealer Portal. Advantages of using the portal include:

- Ability to place orders and get price/availability information 24/7/365
- Ability to access parts invoices
- Access to shipping information

Order Input Methods

11.2 Order Input Methods:

Orders must be placed using Online Ordering in the YCENA parts order entry site. (portal.yanmarcena.com) System available 24 hours a day, 7 days a week.

Parts ordering can be accessed through the YCENA Dealer Portal at portal.yanmarcena.com. Dealers can use the YCENA Dealer Portal to look up parts, access technical manuals and place orders. To request access to the YCENA Dealer Portal please visit portal.yanmarcena.com and Register for an Account. Dealer and Parts Portal Training is available. Please contact your Customer Service Advisor for more information.

11.2.1 Standard Orders: Orders placed using Ground Freight shipment types are Standard Orders.

A Stock Order is any order greater than \$2,500 that is shipped direct to the dealer.

Expect shipment within 5-7 business days on orders received by 1 pm of 50 lines or less.

Greater order lines will extend shipment timing.

Freight charges for Standard/Stock orders shipped direct to Dealer using ground freight are applied as follows:

- Ground freight orders with a dealer net of \$2,500 and above for parts will be shipped to the dealer location free freight via YCENA's preferred carrier.
- Ground freight orders with a dealer net of \$2,500 and above for parts NOT shipped to the dealer location will be subject to normal freight charges and special handling fees where necessary.
- Ground freight orders with a dealer net value under \$2,500 for parts will be subject to normal freight charges and special handling fees where necessary.
- Free freight may not be extended for any individual part over 100lbs or as considered oversized by UPS guidelines.
- Parts including, but not limited to, Tracks, Undercarriage Kits, Field Install Kits, Large Weldments over 100lbs, Hard Lines and Tubes under 100lbs but because of size (length and width) are considered oversize.

Direct shipments to customer locations do not qualify for free freight.

11.2.2: Air Freight Orders: Orders specifying any expedited (Next Day, 2 Day, or 3 Day Select) freight type as the delivery method have the top priority. The daily cutoff time for orders placed and specifying air freight is 3:00 p.m. Central Time, Monday through Friday. Orders placed after these times, or on weekends or holidays, will be processed the next business day.

Expedited Freight Order Shipment Guarantee:

All orders specifying Expedited Freight as the shipment method and weighing less than 100 pounds that are placed on-line before 3:00 p.m. Central Time Monday through Friday and in stock, will ship the same day.

11.2.3 Will Call Orders: (Dealer Pickup or Dealer Arranged Freight) For every will call order the dealer is responsible for pick up within 5 business days.

For orders not picked up within the designated time frame we reserve the right to ship freight prepaid and freight cost will be added to the invoice.

On orders to international customers (defined as outside the continental United States and Canada) that meet the minimum volume thresholds as defined above; freight from the YCENA Parts Distribution Center to the border is free. Inbound freight and applicable taxes, customs and duties are paid by the Dealer. Parts coded non-returnable or non-stock may not be cancelled. Dealers will be notified when orders are ready to pick up. Orders must be picked up within 15 days of notification.

11.3 Shipment Acceptance: Customer shall inspect any shipment of parts received from YCENA and will notify YCENA in writing of any shipment shortages or deficiencies within **seven (7)** days after shipment is received by Customer. If the Customer fails to notify YCENA of any such shipment shortages or deficiencies within such seven (7) day period, then the Customer shall have waived any claims for shipment shortage or deficiency and the shipment shall be deemed accepted.

11.4 Shipment Delay: Customer shall notify YCENA in writing of any shipment delay or non-receipt of shipment within **thirty (30)** days of invoice date. If Customer fails to notify YCENA of such shipment delay or shipment non-receipt on or before thirty (30) days from invoice date, then the Customer shall have waived any claim for shipment delay or non-receipt and the shipment shall be deemed received and invoice due.

12.5 Order Cancellation: All cancellations must be requested in writing (by e-mail or fax) within 24 hours of placing order submission and prior to the order being shipped.
Parts coded non-returnable or non-stock may not be cancelled.

11.6: Parts Export Policy: Some additional cost of packaging and preparation for ocean shipments may be required for shipments that require special packaging, such as crating for export orders. Please ask your Customer Support Specialist for a quote, and they will be happy to assist you. Export orders will be processed and shipped only after, either:

- 1) All applicable credit requirements are met.
- 2) Cash is received in advance; YCENA has the right to refuse any parts orders for export purposes. YCENA will NOT ship products to any country, entity or individual under export sanctions at the time of the order. We reserve the right to refuse shipment to any country, entity or individual at any time without cause.

11.7: Parts Publication and Literature: Accurate information is essential to properly service the customer. To support you in this effort, we offer a variety of available sources of information in the form of Price Materials, Parts Catalogs, Service Manuals, Bulletins, and other applicable information. All publications can be obtained on the YCENA Dealer Portal.

SECTION 12. PARTS WARRANTY POLICY

YCENA Parts Department warrants our parts against defects in workmanship or materials related failure for 12 months from the time of consumer purchase (documentation may be required).

All warranty submissions will be reviewed prior to any credit issued by YCENA Parts Department. This warranty is only for ASV parts purchased from YCENA and sold through authorized and current YCENA dealers.

12.1: Warranty claims should be made by following the same process as described below in SECTION 14 Parts Return Policy & Procedures.

12.2: All warranty claims must be submitted within 30 days of failure.

12.3: Failures due to acts of nature, neglect, damage, or altering of the part in question are not warrant-able.

12.4: All costs associated with labor or progressive damage for replacement of specified part(s) are not included in YCENA's Parts warranty.

12.5: YCENA reserves the right to request all ASV parts for a parts warranty failure.

12.6: Customer is responsible for the initial shipping charges on all returns. Freight costs associated with warranty returns will be reimbursed as part of the warranty credit after inspection and approval.

12.7: After parts are received and inspected, a warranty credit memo will be issued, and notification will be sent to the dealer via e-mail if covered and approved.

12.8: If upon receipt of parts an inspection determines non-warrant-able failure, the customer will be notified.

12.8.1: The customer must provide instructions for the return or disposal of the non-warrant-able parts within 30 business days to respond.

If no response has been received within 20 business days, YCENA reserves the right to dispose of the unaccepted part(s).

12.8.2: Parts not covered under warranty may be returned at the customer's expense. All return requests must include the preferred carrier and account number.

SECTION 13. PARTS RETURN POLICY & PROCEDURES

13.1: Parts Return Requirements

NOTE: Request must be made within the allotted time frame to be eligible for return credit:

13.1.1: Shortage shipments, damaged shipments, overage shipments and picking errors must be made within 14 days of receipt of shipment.

13.1.2: All other claims should be made within 30 days of receipt of shipment.

13.1.3: A completed RGA with authorization is required for any return detailing the situation/reasoning for the return. Photo evidence may be required.

13.1.5: A 15% restocking fee will apply for parts ordered in error and customer order cancellations.

13.1.6: Returns are only accepted from an authorized and current YANMAR/ASV dealer.

13.1.7: A \$40.00 Met minimum value per line item for any one request, excluding items shipped in error.

13.2: Non-Returnable Parts

13.2.1: Items not purchased from YCENA Parts.

13.2.2: Non-Stock and special order parts.

13.2.3: Parts not in YCENA packaging.

13.2.4: Damaged, used, altered, or installed parts that are not defects.

13.2.5: Parts not in sell-able condition and broken quantities not complete.

13.2.6: Electrical/Electronic Parts, E.C.U's.

13.2.7: Perishable/Limited Shelf-Life Parts to include but not limited to: Gaskets, seals, filters, chemicals, fluids, belts, rubber items.

13.2.8: Hardware to include but not limited to nuts, bolts, washers, clips.

13.2.9: Air and hydraulic tubes, hoses, valves, cylinders, and pumps may be acceptable for return if capped, free of contamination and unused.

13.2.10: Sheet metal parts, cabs and cab parts, bulk materials, chains, covers, fuel and hydraulic tanks, electrical components, and any hazardous materials.

13.2.11: Batteries

13.2.12: Parts with less than a \$15.00 extended dealer net value.

If parts are returned to YCENA that do not meet the criteria for return parts, these parts will be returned to the dealer (freight collect) with no credit issued. Costs to refurbish or re-package (if excessive) will be deducted from the credit memo.

13.3: Return Goods Authorization Request

13.3.1: Returned goods request (RGA) form must be complete and submitted for any returns of new and unused Parts, as well as for credit request in instances where no material is being returned (i.e., freight reimbursements)

13.3.2: Confirmation of your return will be emailed or faxed based on your information provided on the RGA form. All returns must have prior authorization and a return RGA number from the YCENA Customer Support Team. Under no circumstances are parts to be returned without prior authorization.

13.3.3: No credit will be issued for parts returned without the YCENA RGA number and a 25% handling charge will be issued.

13.4: Packaging of Returned Parts

The RGA number must be clearly marked on the outside of the package. Failure to follow these instructions may result in your return being delayed or refused by our receiving department.

Parts must be properly packaged and sealed to prevent damage during shipping and must include all related paperwork and documentation inside the package.

13.5: Approved Return Request Process

Unless otherwise noted, parts are to be sent to:

Yanmar Compact Equipment North America
1104 SE 8th Ave
Grand Rapids, MN 55744

Provide RGA # on paperwork and on outside of package.

YCENA will occasionally request parts be shipped to alternative locations and that information will be provided on the RMA Approval.

13.5.1: All materials are to be returned in the most cost-effective manner; freight prepaid. If YCENA initiates the return request, transportation information may be provided.

13.5.2: For YCENA authorized part(s) return weighing less than 150 pounds, utilize the standard RMA process. If special shipping instructions are provided on the RMA approval, follow those instructions.

13.5.3: All shipments of returned parts will be subject to inspection upon receipt.

13.6: Important Return Information:

13.6.1: Issuance on RGA number(s) does not guarantee a credit will be issued. All credits are subject to final inspection upon receipt.

13.6.2: Under no circumstances are parts to be returned without the issued RMA number.

13.6.3: Any returned part that did not receive a return goods authorization number (RMA#) will be returned to the dealer freight collect and issued a 25% handling fee.

13.6.4: The return goods authorization number (RMA #) must be noted on each shipped item/box/container, the freight bill-of-lading, and all other shipping documents.

13.6.5: All shipments of returned parts will be subject to inspection upon receipt.

13.6.6: After parts are received, inspected, and approved, a credit memo will be issued, and notification will be sent to the dealer via e-mail.

SECTION 14. Annual Exchange Plan

14.1: ANNUAL STOCK EXCHANGE PLAN:

To provide excellent service to our customers by maintaining uptime and availability of our equipment in the field, it is in the best interest of YCENA and its Dealers to have adequate supplies of the right parts on hand at the Dealer. For this reason, an Annual Stock Exchange Program is offered to enable Dealers to stock adequate parts while minimizing risk. This allowance is offered to all Dealers whose accounts are in good standing. Please contact your Customer Service Advisor to begin the process. Guidelines of the Annual Stock Exchange Program are as follows:

14.1.1: Dealer is allowed one annual return per calendar year.

14.1.2: There is no limit to the amount a Dealer can claim on its annual return.

14.1.3: No restocking fee is charged on annual returns.

14.1.4: In exchange, the Dealer must place an offsetting order of equal or greater dollar value. Credit will not be issued on annual returns until the offsetting order is placed.

14.1.5: Dealer is responsible for freight charges of return parts to ASV and for freight on offsetting order, if applicable.

14.1.6: Orders should be agreed upon in advance and are subject to standard terms and conditions.

14.1.7: The return must be made no more than 18 months from date of purchase

14.1.8: Parts that qualify for return are standard stocked parts (those normally on hand and available from the YCENA distribution center).

- Refer to Non-Returnable Merchandise above in 14.2 for parts that meet the requirements. All rules in the Non-Returnable Merchandise section apply to the annual return.

14.1.9: Parts must be new and in resalable condition.

SECTION 15. OTHERS

15.1: If any clause within this limited 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.

15.2: 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.

15.3: YCENA 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. YCENA shall not be obligated to make such alterations to products which have been shipped or are in service.

15.4: Any YANMAR/ASV part replaced under this limited warranty shall become the property of YCENA.

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

15.6: Any use or operation of the product beyond the rated capacity is expressly prohibited in the Operator's manual. Any adjustment or assembly procedures not recommended or authorized in the operator's manual shall immediately VOID this limited warranty.

15.7: "Purchaser" and "Original purchaser" mentioned above mean the buyer of the product from a YCENA authorized dealer, including the buyer's employees, representatives, servants, and agents.

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