

BOBCAT COMPACT TRACTOR WARRANTY

Bobcat Company warrants to its authorized dealers and authorized dealers of Bobcat Equipment Ltd., who in turn warrant to the owner, that each new Bobcat Compact Tractor will be free from proven defects in material and workmanship with respect to (i) all components of the product except as otherwise specified herein for twenty four (24) months or 1500 hours (whichever occurs first), (ii) the powertrain components consisting of clutch housing, transmission case, differential and final drive housing and all parts contained therein plus the drive axles and external driveshafts, and the engine components consisting of the crankcase, cylinder head, front gear case, valve cover pans and all parts contained therein but not including fuel, electrical, cooling, intake or exhaust components unless specifically covered under the Emission Control System Warranty for such product, for forty eight months unlimited hours for a tractor sold to a Non-Commercial Customer as specified in the delivery report submitted by the dealer to Bobcat or thirty-six months or 2000 hours (whichever occurs first) for a tractor sold to a Commercial Customer as specified in the delivery report submitted by the dealer to Bobcat, (iii) Bobcat brand tires, for twelve (12) months on a prorated basis based on the remaining depth of the tire at the time any defect is discovered, (iv) Bobcat brand batteries, for twelve (12) months with an additional twelve (12) months provided that Bobcat Company shall only reimburse a fixed portion of the cost of replacing the battery during such additional twelve months and (v) Bobcat accessories that are factory installed for a period of twelve (12) months. The foregoing time periods shall all commence after delivery by the authorized Bobcat dealer to the original buyer.

During the warranty period, the authorized Bobcat dealer shall repair or replace, at Bobcat Company's option, without charge for parts and labor, any part of the Bobcat product except as otherwise specified herein which fails because of defects in material or workmanship. The owner shall provide the authorized Bobcat dealer with prompt written notice of the defect and allow reasonable time for repair or replacement. Bobcat Company may, at its option, require failed parts to be returned to the factory. Travel time of mechanics and transportation of the Bobcat product to the authorized Bobcat dealer for warranty work are the responsibility of the owner. The remedies provided in this warranty are exclusive.

This warranty does not apply to tires (except Bobcat brand tires). The owner shall rely solely on the warranty, if any, of the respective manufacturers thereof. This warranty does not cover replacement of scheduled service items such as oil, filters, tune-up parts, and other high-wear items. This warranty does not cover damages resulting from abuse, accidents, alterations, use of the Bobcat product with any accessory or attachment not approved by Bobcat Company, air flow obstructions, or failure to maintain or use the Bobcat product according to the instructions applicable to it.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXCEPT THE WARRANTY OF TITLE AND THE EMISSION CONTROL SYSTEM WARRANTY FOR THE PRODUCT. BOBCAT COMPANY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL BOBCAT COMPANY OR THE AUTHORIZED BOBCAT DEALER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOSS OR INTERRUPTION OF BUSINESS, LOST PROFITS, OR LOSS OF MACHINE USE, WHETHER BASED ON CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTE OR OTHERWISE, EVEN IF BOBCAT COMPANY OR THE AUTHORIZED BOBCAT DEALER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF BOBCAT COMPANY AND THE AUTHORIZED BOBCAT DEALERS WITH RESPECT TO THE PRODUCT AND SERVICES FURNISHED HEREUNDER SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCT UPON WHICH SUCH LIABILITY IS BASED.