

WARRANTY

BOBCAT® PORTABLE LIGHT-TOWER – NON-EUROPEAN

Doosan Bobcat EMEA s.r.o. ("Bobcat") warrants that this Bobcat® Portable Light Tower will be free from defects in design, material or workmanship for twelve (12) months from the retail date to the owner or 2000 hours of machine usage, whichever occurs first. During the warranty period, only official Bobcat dealers (as listed on www.bobcat.com) are entitled to deal with warranty claims and shall repair or replace, at Bobcat's option, without charge for parts, labour or travel of technicians, any part of the Bobcat® equipment which fails because of defects in design, material or workmanship. The owner shall provide any official Bobcat dealer with prompt written notice of the defect and allow reasonable time for replacement or repair. Bobcat may, at its option, request failed parts to be returned to the factory or to any other designated location. Transportation of the Bobcat® equipment to the official Bobcat dealer for warranty work is not the responsibility of Bobcat. Service schedules must adhere to prescribed intervals and Bobcat® genuine parts/lubricants must be used. The warranty does not apply to tires or other accessories not manufactured by Bobcat. For warranty coverage on engines, consult with your official Bobcat dealer. For these non-covered items, the owner shall refer solely to the warranty, if any, of the respective manufacturers thereof, in accordance with the respective manufacturers warranty statement.. The warranty does not cover: (i) Oils and lubricants, coolant fluids, filter elements, brake linings, tune-up parts, bulbs, fuses, alternator fan belts, pins, bushings and other high-wear items. (ii) Damages resulting from abuse, misuse, accidents, alterations, use of non-genuine Bobcat parts, use of the product with any modification not approved by Bobcat, air flow obstructions, or failure to maintain or use the Bobcat product according to the instructions applicable to it. (iii) Fuel or hydraulic system cleaning, engine tune-up, brake inspection or adjustment. (iv) Adjustments or slight defects which generally do not affect the stability or reliability of the machine. (v) Damage or defect resulting from improper storage, weathering, lack of use, use and operation in a corrosive or chemical environment. (vi) Damage or defect caused by operation of the product under extreme weather or geographical conditions without the written agreement of Bobcat.

BOBCAT EXCLUDES OTHER CONDITIONS, WARRANTIES OR REPRESENTATIONS OF ALL KINDS, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE (EXCEPT THAT OF TITLE) INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS RELATING TO MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE. CORRECTIONS BY BOBCAT OF NON-CONFORMITIES WHETHER PATENT OR LATENT, IN THE MANNER AND FOR THE WARRANTY PERIOD PROVIDED ABOVE, SHALL CONSTITUTE FULFILLMENT OF ALL LIABILITIES OF BOBCAT FOR SUCH NON-CONFORMITIES, WHETHER BASED ON CONTRACT, WARRANTY, TORT, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHERWISE WITH RESPECT TO OR ARISING OUT OF SUCH PRODUCT. THE REMEDIES OF THE END-USER/OWNER SET FORTH UNDER THE PROVISIONS OF THE WARRANTY OUTLINED ABOVE ARE EXCLUSIVE AND THE TOTAL LIABILITY OF BOBCAT INCLUDING ANY HOLDING, SUBSIDIARY, ASSOCIATED OR AFFILIATED COMPANY OR DISTRIBUTOR WITH RESPECT TO THIS SALE OR THE PRODUCT AND SERVICE FURNISHED HEREUNDER IN CONNECTION WITH THE PERFORMANCE OR BREACH THEREOF, OR FROM DELIVERY, INSTALLATION, REPAIR OR TECHNICAL DIRECTION COVERED BY OR FURNISHED UNDER THIS SALE, WHETHER BASED ON CONTRACT, WARRANTY, TORT, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHERWISE SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCT UPON WHICH SUCH LIABILITY IS BASED. BOBCAT INCLUDING ANY HOLDING, SUBSIDIARY, ASSOCIATED OR AFFILIATED COMPANY AND DISTRIBUTOR SHALL IN NO EVENT BE LIABLE TO THE END-USER/OWNER, ANY SUCCESSORS IN INTEREST OR ANY BENEFICIARY OR ASSIGNEE RELATING TO THIS SALE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF THIS SALE OR BY ANY BREACH THEREOF, OR ANY DEFECT IN, OR FAILURE OF, OR MALFUNCTION OF THE PRODUCT UNDER THIS SALE, WHETHER BASED UPON LOSS OF USE, LOST PROFITS OR REVENUE, INTEREST, LOST GOODWILL, WORK STOPPAGE, IMPAIRMENT OF OTHER GOODS, LOSS BY REASON OF SHUTDOWN OR NON-OPERATION, INCREASED EXPENSES OF OPERATION OR CLAIMS OF USER OR CUSTOMERS OF THE USER FOR SERVICE INTERRUPTION WHETHER OR NOT SUCH LOSS OR DAMAGE IS BASED ON CONTRACT, WARRANTY, TORT, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHERWISE.