

BOBCAT® LIMITED WARRANTY - ELECTRIC EXCAVATOR

Subject to the terms of this Limited Warranty (this “**Warranty**”), Doosan Bobcat North America, Inc. and Doosan Bobcat Canada Ltd. (collectively, “**Bobcat**”) warrant to the end-user purchaser (the “**Purchaser**”), that all factory-installed components of each new Bobcat Electric Excavator (the “**Product**”), except for the high voltage battery (the “**HV Battery**”), will be free from defects in materials and workmanship during the Warranty Period, as defined below, and that the HV Battery will have the warranty coverage set forth in the “*HV Battery Coverage*” subsection below.

HOW LONG COVERAGE LASTS

Starting on the date of delivery by the authorized Bobcat dealer to the original Purchaser, the Product will be warranted for the applicable warranty period identified in this Section (the “**Warranty Period**”):

- All components of the Product, except as otherwise specified herein, are warranted for 24 months or 2000 hours of use of the Product, whichever occurs first.
- The tracks are warranted for 12 months, provided that Bobcat shall reimburse covered claims for such tracks on a prorated basis based on the remaining depth of the track at the time the Purchaser notifies the authorized dealer of the claim.
- Bobcat-brand auxiliary batteries are warranted for 24 months (the “**Auxiliary Battery Warranty Period**”), provided that Bobcat shall (1) reimburse the cost of parts for covered Bobcat-brand auxiliary battery claims for the entire Auxiliary Battery Warranty Period, and (2) cover the cost of labor for covered Bobcat-brand auxiliary battery claims for the first 12 months of the Auxiliary Battery Warranty Period if the work is performed by an authorized dealer.
- Auxiliary hydraulic quick couplers are warranted for 6 months or 200 hours of use, whichever occurs first.

HV Battery Coverage

Starting on the date of delivery by the authorized Bobcat dealer to the original Purchaser, Bobcat warrants to the Purchaser that the HV Battery that is factory-installed into the Product will maintain at least 80% of its normal minimum usable rated capacity, as determined by the authorized Bobcat dealer in its sole discretion, for a Warranty Period of 24 months or 2000 hours of use of the Product, whichever occurs first.

WHAT IS NOT COVERED

This Warranty does not cover the failure of any Product, or any part, component, or accessory of the Product, that is due to (a) misuse, abuse, neglect, negligence, or accident; (b) alteration or modification not approved in writing by Bobcat; (c) the use of parts, supplies, attachments, or accessories (including, but not limited to, fuel, oil, lubricants, fluids, or filters) which either are incompatible with the Product, adversely affect its operation, performance or durability, and/or have not been approved or tested by Bobcat; (d) operation, servicing, maintenance, storage, or charging not performed in accordance with the instructions specified by Bobcat, including without limitation, those in the Operation and Maintenance Manual; (e) normal wear and tear; (f) air flow obstructions; (g) lack of proper protection during storage; or (h) use or operation in a corrosive or chemical environment, or in extreme weather or environmental conditions. Further, this Warranty does not cover part replacements or services for normal maintenance purposes, including, without limitation, such things as routine cleaning and adjusting or replacing items such as filters, ignition, light bulbs, fuses, starter drive or other drive belts, brakes, or starter brushes. Bobcat makes no warranty with respect to any components that are not factory-installed, including, without limitations, such as offboard charger(s); contact the manufacturer of any such components to inquire about any available warranty coverage on them.

EXCLUSIVE WARRANTY AND DISCLAIMER

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES. BOBCAT MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, BY REASON OF LAW, STATUTE, OR OTHERWISE, AND THE AUTHORIZED BOBCAT DEALER MAKES NO WARRANTY OF ITS OWN. ALL IMPLIED WARRANTIES ARE HEREBY DISCLAIMED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

REMEDIES

Except as otherwise specified in this Warranty, for any breach of the above Warranty during the applicable Warranty Period, Bobcat (through its authorized dealer) shall, as Bobcat’s sole obligation and the Purchaser’s sole and exclusive remedy, either: (i) repair or replace the Product or any factory-installed part, component, or accessory of the Product (each, a “**Part**”) that is either defective, or fails to comply with the “*HV Battery Coverage*” subsection above, without charge for parts or labor, or (ii) refund or credit the purchase price paid by the Purchaser for the defective Product, less a reasonable amount for depreciation of the Product as calculated by Bobcat in its sole discretion; with the choice among repair, replacement, refund, or credit to be made by Bobcat in its sole discretion. In the event Bobcat replaces an HV Battery pursuant to subsection (i) of this “Remedies” Section, Bobcat may replace such HV Battery with a new, reconditioned, or remanufactured battery that is appropriate to the number of hours on, and age of, the Product. In the event of unavailability of a replacement Part or Product, Bobcat may replace the same with a comparable part or product. The Purchaser shall allow reasonable time for repair, replacement, refund, or credit. Bobcat may, at its option, require the Purchaser to return defective Part(s) to Bobcat’s facility for inspection at Bobcat’s expense. Unless otherwise prohibited by applicable state law, charges for travel time of mechanics and transportation of the Product or Part to the authorized dealer for warranty work are the Purchaser’s responsibility. Any Parts repaired or replaced under this Warranty are warranted only for the longer of (A) the balance of the Warranty Period on the original Part that was repaired or replaced, or (B) a period of 12 months (or 6 months for the auxiliary hydraulic quick couplers) beginning on the date of such repair or replacement.

LIMITATION OF LIABILITY

IN NO EVENT SHALL BOBCAT OR ANY AUTHORIZED BOBCAT DEALER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES OR LOSSES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOSS OF MACHINE USE, WORK STOPPAGE OR SHUTDOWN, IMPAIRMENT OF OTHER GOODS, CLAIMS BY PURCHASER'S CUSTOMERS, LOSS OR INTERRUPTION OF BUSINESS, LOST PROFITS OR REVENUE, LOSS OF GOODWILL, OR ANY OTHER TYPES OF ECONOMIC LOSSES, WHETHER BASED IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTE, OR UNDER ANY OTHER THEORY, EVEN IF SUCH DAMAGES OR LOSSES WERE FORESEEABLE AND EVEN IF BOBCAT OR THE AUTHORIZED DEALER HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. The total liability of Bobcat and the authorized dealer with respect to the Product and services furnished hereunder shall not exceed the purchase price of such Product.

HOW TO GET SERVICE

To make a claim under this Warranty, the Purchaser must notify an authorized Bobcat dealer of the claim during the Warranty Period and no later than 14 days after the date the Purchaser discovered the claimed defect. To obtain information on authorized dealer locations and warranty claims service, contact Bobcat toll-free at 1-800-743-4340, Option 3, or at <https://www.bobcat.com/secure/forms/contact-customer-service>.

Proof of purchase will be required to substantiate any warranty claim. All warranty claims shall be subject to confirmation by Bobcat that the alleged defect is covered by this Warranty. Tampering of the hour meter nullifies this Warranty.