

BOBCAT® LIMITED WARRANTY - LARGE EXCAVATORS

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 Large Excavator (the “**Product**”) will be free from defects in materials and workmanship during the Warranty Period, as defined 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 36 months, or a total of 5000 hours of use of the Product, whichever occurs first.
- Bobcat-brand 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 Battery Warranty Period if the work is performed by an authorized dealer.

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; 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. (EXCEPT, IF APPLICABLE, THE EMISSION WARRANTY, AS DEFINED BELOW). 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 defective, 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 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 beginning on the date of such repair or replacement. The Product may have an emission control systems limited warranty (“**Emission Warranty**”), and such Emission Warranty may provide additional coverage and remedies for the fuel, electric, cooling, intake, and exhaust components of the Product.

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.