

WARRANTY

Bobcat Backhoe Loaders

Bobcat warrants to its authorized dealers who in turn warrant to the end-user / owner that each new Bobcat backhoe loader will be free from proven defects in material and workmanship for 24 months from the date of delivery to the end-user / owner or 2000 hours of machine usage, whichever occurs first. During the warranty period, the authorized selling Bobcat dealer shall repair or replace, at Bobcat option, without charge for parts and labor, any part of the Bobcat product which fails because of defects in material and workmanship. The end-user / owner shall provide the authorized 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. Transportation of the Bobcat product to the authorized Bobcat dealer for warranty work is the responsibility of the end-user / owner. Service schedules must be adhered to, documented and genuine parts / lubricants must be used. The warranty does not cover oils and lubricants, coolant fluids, filter elements, tune-up parts, bulbs, fuses, ignition system parts (glow plugs, fuel injection pumps, injectors), alternator fan belts, drive belts and other high-wear items. Pins and bushings are considered to be normal consumable items and are not warranted. The warranty does not apply to tires or other trade accessories not manufactured by Bobcat. The owner shall rely solely on the warranty, if any, of the respective manufacturers thereof. The warranty does not cover damages resulting from abuse, accidents, alterations, use of the Bobcat product with any bucket or attachment not approved by Bobcat, air flow obstructions, or failure to maintain or use the Bobcat product according to the instructions applicable to it. 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 NONCONFORMITIES WHETHER PATENT OR LATENT, IN THE MANNER AND FOR THE TIME PERIOD PROVIDED ABOVE, SHALL CONSTITUTE FULFILMENT OF ALL LIABILITIES OF Bobcat FOR SUCH NONCONFORMITIES, 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.

