

# KIOTI TRACTOR AND ATTACHMENT LIMITED WARRANTY

**Effective December 16, 2013**

## A. General Provisions

This Limited Warranty (sometimes referred to herein as the "warranty" and including the "General Warranty" and "Limited Warranty", as applicable) is provided by Daedong-USA, Inc., Kioti Tractor Division ("KIOTI"), 6300 Kioti Drive, Wendell, NC 27591 and is solely provided for KIOTI tractors and products sold, delivered and located in the United States of America or Canada. This Limited Warranty is not provided, and all other warranties specifically are disclaimed, by KIOTI for KIOTI tractors or products sold, delivered, or located outside of the borders of the United States of America (and its territories) or Canada. KIOTI provides the warranties described below to the original purchaser of any new KIOTI tractor, attachment, or part purchased from an authorized KIOTI dealer. KIOTI also allows the transfer of this warranty to any subsequent transferee, but only with respect to: tractors, loaders and backhoes and not with respect to any other attachments or implements. KIOTI will repair or replace, at KIOTI'S option, any part covered under this warranty that is determined by KIOTI to be defective in material or workmanship during the applicable warranty period. In order to obtain warranty repairs, the purchaser (or subsequent transferee, as applicable) must deliver the product, at the purchaser's expense, along with proof of purchase to any authorized KIOTI dealer. To be effective, this Limited Warranty must be activated by KIOTI's receipt of the product registration, executed by the original purchaser of the relevant product and the selling dealer.

## B. Warranty Coverage

1. **General Warranty** – This General Warranty applies to the listed KIOTI products for the following warranty periods. The warranty period begins on the date which is the earlier of (i) the date of the original purchaser's purchase of the relevant product from an authorized KIOTI dealer, or (ii) the date which is the third anniversary of the invoice date for the relevant product when such product was originally delivered by KIOTI to the original authorized KIOTI dealer to receive such product from KIOTI.

PRODUCT	TERMS OF GENERAL WARRANTY	COVERAGE
ALL Tractors -Non-Commercial application	24months	Parts and Labor
Attachments: Front-End Loaders, Backhoes& Mid-Mount Mowers	12 months	Parts and Labor
Snow blowers	12 months	Parts and Labor
Replacement Parts	3 months or the remainder of the unit warranty, whichever is longer	Parts only
Replacement Engines	12 months	Parts and Labor
<b>ALL Tractors - Rental and Commercial application***</b>	<b>The first to occur of 24 months or 1500 hrs</b>	<b>Parts and Labor</b>
UTV	12 months	Parts and Labor

2. **Extended Warranty** – “The ExtendedWarranty applies to new tractors, begins on the same date as the General Warranty, and runs concurrently with the General Warranty.”

PRODUCT	TERMS OF EXTENDED WARRANTY	COVERAGE
ALL Tractors -Non-Commercial application engine* and driveline**	48 months	Parts and Labor
<b>ALL Tractors - Rental and Commercial application*** engine* and driveline**</b>	<b>The first to occur of 36 months or 2000 hrs</b>	<b>Parts and Labor</b>
UTV's engine* and drive line**	18 months or 1000 hours	Parts and Labor

3. **Emissions Warranty** – The following Emissions Warranty applies to new tractors, begins on the same date as the General Warranty, and runs concurrently with the General Warranty. Further, for certain 2013 or newer engines, the terms of the Tier IV Emissions Warranty Statement also shall apply.

1. For variable speed engines rated under 19 kW (25 HP), excluding UTV's:
  - ❖ Commercial application\*\*\*: Three (3) years or 2,000 hours of operation, whichever occurs first.
  - ❖ Non-Commercial application: Four (4) years
2. For variable speed engines rated under 19 kW (25 HP), UTV's only:
  - ❖ Two (2) years or 1,500 hours of operation, whichever occurs first.
3. For all other variable speed engines rated at or above 19 kW (25 HP).
  - ❖ Commercial application\*\*\*: Five (5) years or 3,000 hours of operation, whichever occurs first.
  - ❖ Non- Commercial: Five (5) years

For the purposes of this Section B of the Limited Warranty, the following definitions apply:

\* The engine includes only the crankcase, cylinder head, front gear case, valve cover pans, and all parts contained therein. The engine does NOT include fuel, electrical, cooling, intake, or exhaust components, **unless specifically covered under the Tier IV Emissions Warranty Statement for certain 2013 or newer engines.**

\*\* The drive line includes only the clutch housing, transmission case, differential and final drive housing, and all parts contained therein, plus drive axles and external drive shafts. The drive line does NOT includedriveclutch disc, or PTO clutch disc (wet or dry).

\*\*\*Commercial application means the relevant equipment is used for the purpose of monetary reward or gain through the loan, rental or hire of equipment - OR- any manner that is primarily intended for or directed toward commercial advantage “For Profit” or private monetary compensation.

**C. The General and Extended Warranties do not cover the following:**

1. Physical abuse or misuse of the product or operation of the product in a manner contrary to the provisions of its owner's manual or other operating instructions provided by KIOTI or its authorized dealer.
2. A repair made or parts replaced or modified by anyone other than an authorized KIOTI dealer.
3. Damage caused by the use of any non-KIOTI front-end loader, backhoe, attachment, implement, accessory or part.
4. Depreciation or damage due to normal wear, lack of reasonable and normal maintenance, lack of proper protection during storage, vandalism, theft, collision or accident, including, without limitation, acts of God, fire, flood, storm or other similar occurrences.
5. Normal wear items such as, but not limited to: bushing, cutting edges, cutting blades, cutting teeth, drivechains, drive belts, clutch disc, operator's seat, and brake lining.
6. Parts and materials considered normal maintenance items including, but not limited to: filter elements, lubricants, coolants, light bulbs, and belts.
7. Tires, tubes and batteries. The original manufacturer's warranty covers these items.
8. Used products.
9. Addition or replacement of chemical weight materials.
10. The following services and labor related items: parts cleaning, adjustments, diagnostic, tune-up, overtime, pickup, delivery, and travel time.
11. Deterioration or corrosion caused by (i) marine (salt water) atmospheres or by constant exposure to either salt or fresh water, or (ii) heavy fallout or exposure to corrosive chemicals, ash, or fumes from chemical plants, foundries, plating works, kilns, paper plants, fertilizers, animal waste or any similar foreign substances.

**D. The warranty for any tractor or product immediately terminates if any of the following occur:**

1. Starting fluid or Ether is used to start or run the engine;
2. Any replacement parts used on the tractor are other than genuine KIOTI brand parts;
3. Any repair made or parts replaced or modified by anyone other than an authorized KIOTI dealer;
4. Physical abuse or misuse of the product or operation of the product in a manner contrary to the provisions of its owner's manual;
5. The tractor or product is altered or modified in any manner without KIOTI's express written authorization, including, without limitation:
  - Adjustments made to the injection pump fuel delivery system;
  - Regular maintenance and service is not performed as prescribed by the operator's manual during the warranty term;
  - For any tractor or product sold at public auction, sold as salvage or scrap or is damaged beyond physical repair.

**E. Attachment and replacement part warranties terminate if any of the following occur:**

1. The replacement parts are other than genuine KIOTI brand.
2. The replacement parts are installed by a non-KIOTI dealer; or
3. Regular maintenance and service is not performed as prescribed by the operator's manual during the warranty term.

**F. Additional limitations of KIOTI's responsibility on tractors or products used for personal, family, or household purposes:**

Any express warranty not provided herein, and any remedy for breach of contract which, but for this provision, might rise by implication or operation of law, is hereby excluded and disclaimed. ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED. Under no circumstances shall KIOTI be liable to purchaser or any other person for any incidental, special or consequential damages, whether arising out of breach of warranty, breach of contract or otherwise. Legal rights vary from state to state, so the above limitations may not apply to you if precluded by local law. Under no circumstances shall KIOTI's liability to the original purchaser or the assignee of this warranty exceed the amount paid by the original purchaser for the relevant tractor or product.

**G. Additional limitations of KIOTI's responsibility on tractors or products used for rental, commercial, industrial or agricultural purposes:**

This warranty is in lieu of all other warranties, express or implied, and any other obligations or liabilities on the part of KIOTI. ALL WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED. KIOTI will not be responsible for any incidental, special or consequential damages, including but not limited to, commercial loss, inconvenience, loss of equipment use, loss of profit and loss or damage to crops which may result from the purchase and use of KIOTI products. Under no circumstances shall KIOTI's liability to the original purchaser or the assignee of this warranty exceed the amount paid by the original purchaser for the relevant tractor or product.

**H. No Modification of Warranty**

This warranty is the only warranty authorized by KIOTI for tractors and attachments. Neither the KIOTI authorized distributors, dealers, nor any other party has any authority to make representations on behalf of KIOTI to modify the terms and limitations of this warranty.

**I. Product Improvements**

KIOTI reserves the right to make changes to its products at any time without notice and without incurring obligations with respect to making the same changes to products manufactured prior to this date of change.

**J. Arbitration**

By acceptance of the product and by receipt and acceptance of this Limited Warranty, and execution thereof, the purchaser hereby agrees that any dispute, claim, controversy, cause of action and/or demand related, in any fashion, to this Limited Warranty and/or the KIOTI product shall be subject to arbitration. Said arbitration shall be conducted in a manner similar to the processes, procedures and regulations set forth by the American Arbitration Association (the "AAA"). Nothing in this clause and/or Limited Warranty shall require a matter to be filed in the AAA. By acceptance of the product and this Limited Warranty, the purchaser hereby voluntarily subjects himself/herself/itself to the jurisdiction of the chosen arbitrator and arbitration proceedings.

## **TIER IV EMISSIONS WARRANTY STATEMENT CONSUMER WARRANTY RIGHTS & OBLIGATIONS**

Daedong-USA INC. KIOTI Tractor Division (KIOTI) is pleased to explain the emission control system warranty for 2013 model year (or newer) engines designed and manufactured to meet the stringent requirements of Tier IV. In North America, new engines must be designed; built and equipped to meet the Environmental Protection Agency's (EPA) reduced emission standards and the California Air Resources Board's (CARB) stringent anti-smog standards. KIOTI must warrant the emission control system on your engine for the periods of time listed in section B. 3. of this Limited Warranty, provided there has been no abuse, neglect or improper maintenance of your engine. Additional conditions and responsibilities are further outlined below. Where a warrantable condition exists, KIOTI will repair your engine at no cost to you including diagnosis, parts and labor. The warranty period for the emission control system shall begin on the date the engine is first placed in service (Date of sale).

This emissions warranty is applicable in all provinces, states and territories of the United States of America and complies with the policies of Federal and CARB Warranty Provisions. This warranty is also applicable in all provinces & territories of Canada.

**This Tier IV Emissions Warranty Statement only applies to the emission control system warranty for 2013 model year (or newer) Tier IV-I or Tier IV compliant engines.**

### **MANUFACTURER'S WARRANTY COVERAGE:**

KIOTI warrants to the original owner, and to each subsequent owner, of a new, diesel engine that the emission control system of your engine:

1. Was designed, built and equipped so as to conform at the time of sale with all applicable regulations of the EPA and CARB.
2. Is free from defects in material and workmanship which will cause such engine to fail to conform with applicable regulations for the warranty period listed in section B. 3. of this Limited Warranty.

The emission control systems of your new Daedong engine were designed, built and tested using genuine Daedong parts, and the engine is certified as being in conformity with EPA and CARB emission control regulations. Accordingly, it is recommended that any replacement parts used for maintenance, repair or replacement of emission control systems be genuine Daedong parts. Owners may choose to use any replacement part in the performance of any maintenance or non-warranty repairs of the emission control system, although KIOTI recommends that the owner obtain assurance that such parts are warranted by their specific part manufacturer to be equivalent to genuine Daedong parts.

Any warranted part which is not scheduled for replacement as required maintenance shall be warranted for the warranty period defined above. If any such part fails during the period of warranty coverage, it will be repaired or replaced under warranty. Any such part repaired or replaced under the warranty shall be warranted for the remaining warranty period.

Any warranted part which is scheduled only for regular inspection in the written instructions shall be warranted for the warranty period defined above. A statement in the written instructions to the effect of "repair or replace as necessary" shall not reduce the period of warranty coverage. Any such part repaired or replaced under warranty shall be warranted for the remaining warranty period.

Any warranted part which is scheduled for replacement as required maintenance shall be warranted for the period of time prior to the first scheduled replacement point for that part. If the part fails prior to the first scheduled replacement, the part shall be repaired or replaced by the engine manufacturer under warranty. Any such part repaired or replaced under warranty shall be warranted for the remainder of the period prior to the first scheduled replacement point for the part.

Repair or replacement of any warranted part under warranty shall be performed at no charge to the owner at an authorized KIOTI warranty station.

KIOTI provides warranty services or repairs at all manufacturer distribution centers (warranty stations) that are franchised to service the subject engines. Please see the Customer Assistance section of this statement for help in locating such service centers.

The owner will not be charged for diagnostic labor that leads to the determination that a warranted part is in fact defective, provided that such diagnostic work is performed at an authorized KIOTI warranty station.

KIOTI is liable for damages to other engine components caused by the failure of a warranted part remaining under warranty.

KIOTI is required by EPA and CARB regulations to maintain a supply of parts sufficient to meet the expected demand for such parts during the warranty period for the engines covered by this warranty.

### **OWNER'S WARRANTY RESPONSIBILITIES:**

This engine is designed to operate on ultra low sulfur fuel only. Use of any other fuel may result in this engine no longer operating in compliance with applicable emissions requirements.

The purchaser is responsible for initiating the warranty process by presenting the engine to an authorized KIOTI Warranty Station, as soon as a problem exists. The warranty repairs should be completed by the dealer as expeditiously as possible.

Use of any add-on, modified or non-KIOTI approved or equivalent replacement parts may reduce or eliminate your warranty coverage. The use of any non-approved, add-on or modified parts shall be grounds for disallowing a warranty claim. KIOTI is not liable for warranty failures of warranted parts caused by the use of a non-approved, add-on or modified part.

The emissions control parts covered by this Emission Control System Warranty are listed under "What is covered by the Emission Warranty." You are responsible for the performance of all scheduled maintenance or repairs on your new Daedong engine. KIOTI may deny a warranty

claim if your failure to perform maintenance results in the failure of a warranted part. Receipts covering the performance of regular maintenance should be retained in the event questions arise concerning maintenance. The receipts should be transferred to each subsequent owner of the equipment with the emission warranted engines.

### Customer Assistance

In the event that you do not receive the warranty service to which you believe you are entitled under the Emission Control System's Warranty, you should contact KIOTI at the address below for assistance. If you need additional assistance or information concerning the Emission Control System Warranty, contact KIOTI at the address below for assistance.

Daedong-USA, INC.  
KIOTI Tractor Division  
6300 Kioti Drive  
Wendell, NC 27591  
Tel. No. ; 1-919-374-5100  
Fax. No. ; 1-919-374-5001

### What is not covered by the Emission Warranty

This warranty does not cover:

1. Malfunctions in any part caused by any of the following: misuse, abuse, improper adjustments, modifications, alteration, tampering, disconnection, improper or inadequate maintenance, or use of fuels not recommended for the engine as described in the Owner's Manual. KIOTI is also not responsible for coverage on parts due to repairs not properly performed or the use of replacement parts not conforming to KIOTI specifications that may affect engine performance and/or durability.
2. Damage resulting from accident, acts of nature or other events beyond the control of Manufacturer.
3. The replacement of expendable maintenance items such as exhaust system, filters, hoses, belts, oil, thermostat, and coolant made in connection with scheduled maintenance services once these parts have been replaced.
4. Replacement items which are not genuine Daedong parts or not authorized or approved by KIOTI in writing.
5. Loss of time, inconvenience, loss of use of equipment, engine or commercial loss.

### What is covered by the Emission Warranty

The following is a list of systems and parts that are considered a part of the Emission Control System and are covered by the Emission Warranty for engines which were built to conform to EPA and CARB regulations for 2013 or newer Tier IV-I or Tier IV engines.

### IMPORTANT!

- ❖ **This may not include expendable maintenance items such as nozzle assemblies and rubber flanges.**
- ❖ **Emission related parts requiring scheduled maintenance are warranted until their first scheduled replacement point only.**

This emission control system warranty applies to the following emission control parts:

- 1) Air Induction System
  - Intake Manifold
  - Turbocharger System
  - Air Control Valve
- 2) Exhaust Gas Recirculation System
  - Exhaust manifold
  - EGR Valve
  - EGR Cooler
- 3) Fuel System
  - Fuel Supply Pump
  - Injector
  - Injection Pipe
  - Common Rail
  - Injection Pump
- 4) Sensors and Electronic Control System
  - ECU
  - Crank Position Sensor
  - Cam Position Sensor
  - Coolant Temperature Sensor
  - Atmospheric Pressure Sensor
  - Intake Manifold Pressure Sensor
  - Intake Manifold Temperature Sensor
  - Intake Air Flow Sensor
  - Common Rail Pressure Sensor
  - Exhaust Manifold Temperature Sensor
- 5) Particulate Controls, Filtration & Trap Regeneration
  - Any device used to capture particulate emissions
  - Any device used in the regeneration of the particulate control device
  - Diesel Particulate Filter Temperature Sensor
  - Differential Pressure Sensor
  - Diesel Oxidation Catalyst