

KIOTI COMPACT CONSTRUCTION EQUIPMENT LIMITED WARRANTY

Effective August 28, 2023

A. General Provisions

This Limited Warranty (sometimes referred to herein as the "warranty") is provided by Daedong-USA, Inc., Kioti Tractor Division ("KIOTI"), 6300 Kioti Drive, Wendell, NC 27591 and is solely provided for KIOTI Compact Construction Equipment (hereafter referred to as "CCE") and products sold, delivered and located in the United States of America (and its territories). This Limited Warranty is not provided, and all other warranties specifically are disclaimed, by KIOTI for KIOTI CCE or products sold, delivered, or located outside of the borders of the United States of America (and its territories). KIOTI provides the warranties described below to the original purchaser of any new KIOTI CCE product, 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: CCE 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 if mileage is excluded from warranty, 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. Limited Warranty – This Limited Warranty applies to the listed KIOTI CCE 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 WARRANTY	COVERAGE
Skid Steer Loader Compact Track Loader	36 months from the original date of sale or 3,000 hours, whichever comes first	Parts, labor & mileage
CCE Attachments	12 months from the original date of sale	Parts & labor
Replacement parts	3 months from the date of replacement or the remainder of the unit warranty, whichever is longer	Parts only
Replacement Engines	12 months from the replacement date of the engine or the remainder of the unit warranty, whichever is longer	Parts, labor & mileage
Tires, tubes, tracks & batteries	6 months from the original date of sale or initial service date for rental/demonstration units	Parts & labor

2. Emissions Warranty – The following Emissions Warranty applies to new CCE, begins on the same date as the Limited Warranty, and runs concurrently with the Limited 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:

❖ Three (3) years or 2,000 hours of operation, whichever occurs first.

2. For all other variable speed engines rated at or above 19 kW (25 HP).

❖ Five (5) years or 3,000 hours of operation, whichever occurs first.

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.**

C. The Limited Warranty does 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 approved 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: bushings, bucket teeth, side cutting teeth, cutting edges, cutting blades, cutting teeth, drivechains, drive belts, clutch disc, operator's seat, rollers, idlers, sprockets 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, tracks and batteries outside of the guidelines included in Section B1.
8. Used service, repair or maintenance parts.
9. Addition or replacement of chemical weight or anti-flat materials.
10. The following services and labor related items: parts cleaning, adjustments, diagnostic, tune-up, overtime, pickup and delivery (beyond 100 miles loaded round trip at \$1.50 USD/mile, maximum \$150.00/visit) 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 CCE 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 product are other than Genuine KIOTI brand parts or parts that do not meet or exceed Genuine KIOTI standards;
3. Failure to perform maintenance as outlined in the Owner's Manual or improper repair through the use of aftermarket components that do not meet Genuine KIOTI standards and/or the use of non-qualified individuals, facilities or entities to perform maintenance or repairs
4. Any repair made or parts replaced or modified by anyone other than an authorized KIOTI dealer;
 - That directly contributes to machine damage, repeat or additional component failures requested to be covered by warranty.
5. Physical abuse or misuse of the product or operation of the product in a manner contrary to the provisions of its Owner's Manual;
6. The CCE 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;
7. For any CCE 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 or parts that do not meet or exceed Genuine KIOTI standards.
2. Failure to perform maintenance as outlined in the Owner's Manual or improper repair through the use of aftermarket components that do not meet Genuine KIOTI standards and/or the use of non-qualified individuals, facilities or entities to perform maintenance or repairs
3. Any repair made or parts replaced or modified by anyone other than an authorized KIOTI dealer;
 - That directly contributes to attachment or machine damage, repeat or additional component failures requested to be covered by warranty.
4. Regular maintenance and service is not performed as prescribed by the Owner's Manual during the warranty term.

F. Additional limitations of KIOTI's responsibility on CCE products

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. In no event shall KIOTI be liable to purchaser or any other person 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 which may result from the purchase and use of KIOTI products whether arising out of breach of warranty, breach of contract or otherwise. 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 CCE product or attachment.

G. No Modification of Warranty

This warranty is the only warranty authorized by KIOTI for CCE products 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.

H. 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.

I. 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, labor and mileage. The warranty period for the emission control system shall begin on the date the engine is first placed in service (Date of sale or initial service date (rental)).

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

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/KIOTI engine were designed, built and tested using Genuine Daedong/KIOTI 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/KIOTI 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/KIOTI 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 authorized 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/KIOTI 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/KIOTI 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
 - Positive Crankcase Ventilation 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
- 6) SCR System
 - Any device used to convert Nitrous Oxides to Nitrogen and water
 - Any device used in the desulfurization of the SCR system
 - DEF Tank
 - DEF Sensor
 - DCU
 - DEF Injector
 - NOX Sensors
 - Catalyst
 - SCR Mixing Trap