

KIOTI TRACTOR LIMITED WARRANTY

ZERO-TURN LAWN MOWERS (US only)

Effective July 1, 2023

A. General Provisions

This KIOTI TRACTOR LIMITED WARRANTY ("Limited Warranty") is provided by Daedong-USA, Inc., KIOTI Tractor Division ("KIOTI"), 6300 Kiota Drive, Wendell, NC 27591. This Limited Warranty is solely provided for KIOTI zero-turn lawn mowers sold, delivered and located in the United States of America or its territories, sold by an authorized KIOTI dealer ("Product").

KIOTI provides this Limited Warranty to the original purchaser of any new KIOTI Product and/or any subsequent purchasers or transferee within the terms of this Limited Warranty. Product attachments and implements are not covered by this Limited Warranty. KIOTI will repair or replace, at KIOTI'S option, any part covered under this Limited Warranty that is determined by KIOTI to be defective in material or workmanship during the applicable Limited Warranty period. To receive Limited Warranty repairs, the purchaser (or subsequent purchaser or transferee, as applicable) must deliver and present the Product, at the purchaser's expense, with proof of purchase to any authorized KIOTI dealer.

B. Warranty Coverage

- Period** – This Limited Warranty applies to the listed KIOTI Products for the following periods. The Limited 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.

ALL ZERO-TURN PRODUCTS	TERMS OF LIMITED WARRANTY	COVERAGE
RENTAL units	90 days	Parts and Labor
Belts & blades	3 months against defects only	Parts only
Replacement Parts	3 months or the remainder of this Limited Warranty, whichever is longer	Parts only
Seats	12 months structural, cover 90 days	Parts and Labor

ALL ZXR, ZXC, AND ZXS PRODUCTS	TERMS OF LIMITED WARRANTY	COVERAGE
ZXR (all) mowers (all uses)	The first to occur of 48 months or 600 hours	Parts and Labor
ZXC (all) & ZXS mowers (residential use)	The first to occur of 36 months or 1,200 hours	Parts and Labor
ZXC (all) & ZXS mowers (commercial use)	24 months	Parts and Labor
Engines	*Covered under engine manufacturer's warranty	Parts and Labor
Transaxles (residential use)	24 months	Parts and Labor
Transaxles (commercial use)	ZXR: N/A ZXR SE & ZXC: 12 months ZXC SE, ZXC LT & ZXS: 24 months	Parts and Labor
Clutch	24 months	Parts and Labor
Structural (frame & deck shell)	ZXR (all): The first to occur of 60 months or 1,200 hours ZXC (all) & ZXS: The first to occur of 72 months or 1,500 hours	Parts and Labor

ALL ZXD PRODUCTS	TERMS OF LIMITED WARRANTY	COVERAGE
ZXD	24 months	Parts and Labor
Structural (frame & deck shell)	24 months (no hour limit exclusion) or the first to occur of 48 months or 1,500 hours	Parts and Labor
Drivetrain ¹	24 months (no hour limit exclusion) or the first to occur of 48 months or 1,500 hours	Parts and Labor
Tier IV Diesel Engine Emissions Warranty	The first to occur of 48 months or 1,500 hours	Parts and Labor

¹: ZXD Drivetrain is defined as the engine, hydrostatic drive unit, deck gearbox, and all parts contained therein. The powertrain does not include electrical, fuel, cooling, intake, exhaust, drive shaft, deck spindles, pulleys, or deck lift components unless specifically covered under the Tier IV Diesel Engine Emissions Warranty Statement for certain 2013 or newer engines.

****Commercial application means the equipment is used for 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 monetary compensation. Once a unit has entered a commercial application, it shall thereafter be considered as a commercial unit covered under a commercial Limited Warranty period.**

C. The Limited and Emissions Warranties do not cover the following:

- 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;
- A repair by anyone other than an authorized KIOTI dealer;
- Any Modification;
- Damage caused by the use of any non-KIOTI approved attachment, implement, accessory or part;
- Depreciation or damage due to normal wear, lack of specified 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;
- Parts and materials considered normal maintenance items including, but not limited to: filter elements, lubricants, coolants, light bulbs, anti-scalp wheels, spark plugs, discharge chute, handle cover, mats or anti-slip covers, blades and belts;

7. Tires, tubes and batteries. The supplying manufacturer's warranty may cover these items;
8. Used service, repair, or maintenance parts;
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 prolonged exposure to decaying material including grass/debris accumulated on or underneath cutting surfaces (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. This Limited Warranty immediately terminates if any of the following occur:

1. Starting fluid or Ether is used to start or run the engine;
2. Any non-Genuine KIOTI brand parts are used on the product do not meet or exceed Genuine KIOTI standards ("deficient aftermarket parts");
3. Failure to perform maintenance as outlined in the Owner's Manual or improper repair through the use of deficient aftermarket parts and/or the use of non-qualified individuals, facilities or entities to perform maintenance or repairs;
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 zero-turn lawn mower or Product is altered or modified in any manner, including, without limitation:
 - Adjustments made to the injection pump or fuel delivery system;
 - Regular maintenance and service is not performed as prescribed by the operator's manual during this Limited Warranty period;
 - For any zero-turn lawn mower or Product sold at public auction, sold as salvage or scrap or is damaged beyond physical repair.

Any qualified repair shop or person can be used to maintain, replace or repair emission control devices and systems with original or equivalent replacement components. KIOTI recommends that you retain all receipts covering maintenance on your equipment, but KIOTI cannot deny warranty coverage solely for the lack of receipts.

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

1. Deficient aftermarket parts are used;
2. Failure to perform maintenance as outlined in the Owner's Manual or improper repair through the use deficient aftermarket parts and/or the use of non-qualified individuals, facilities or entities to perform maintenance or repairs;
3. Regular maintenance and service is not performed as prescribed by the operator's manual during this Limited Warranty term.

F. Additional limitations of KIOTI's responsibility on zero-turn lawn mowers 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 Limited Warranty exceed the amount paid by the original purchaser for the relevant zero-turn lawn mower or Product.

G. Additional limitations of KIOTI's responsibility on zero-turn lawn mowers or Products used for rental, commercial, industrial or agricultural purposes:

This Limited Warranty and the Evaporative Emissions Control System Warranty are 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/lawns 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 Limited Warranty exceed the amount paid by the original purchaser for the relevant tractor or Product.

H. No Modification of Limited Warranty

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 KIOTI TRACTOR LIMITED 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 the 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.

****GAS MODELS ONLY****
EVAPORATIVE EMISSIONS CONTROL SYSTEM WARRANTY STATEMENT
CONSUMER WARRANTY RIGHTS & OBLIGATIONS

This Evaporative Emissions Related Warranty is in addition to the KIOTI TRACTOR LIMITED WARRANTY STATEMENT FOR ZERO-TURN LAWN MOWERS.

The US EPA and KIOTI are pleased to explain the Evaporative Emissions Control System (EECS) warranty on your KIOTI zero-turn lawn mower. KIOTI must warrant the EECS on your equipment for the period of time listed below, provided there has been no abuse, neglect or improper maintenance of your equipment.

Your EECS may include components such as the fuel lines, fuel caps, canisters, vapor hoses, clamps, connectors, and other associated evaporative emission-related components.

Where a warrantable condition exists, KIOTI will repair your equipment at no cost to you including diagnosis, components and labor.

MANUFACTURER'S WARRANTY COVERAGE:

This EECS is warranted for two years. If any evaporative emission-related component on your equipment is defective, the component will be repaired or replaced by KIOTI.

OWNER'S WARRANTY RESPONSIBILITIES:

As the equipment owner, you are responsible for performance of the required maintenance listed in your owner's manual. You may choose any qualified repair shop or person to maintain, replace, or repair emission control devices and systems with original equipment or equivalent replacement components. KIOTI recommends that you retain all receipts covering maintenance on your equipment, but KIOTI cannot deny warranty solely for the lack of receipts.

However, warranty, recall and all other services paid for by KIOTI must be performed at an authorized KIOTI service provider. As the equipment owner, you should however be aware that KIOTI may deny your warranty coverage if your equipment or a component has failed due to abuse, neglect, improper maintenance, non-original equipment or non-equivalent replacement parts, improper service, or unapproved modifications.

You are responsible for presenting your equipment to a KIOTI authorized service provider as soon as the problem presents itself. The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days. If you have a question regarding your warranty coverage, you should contact the KIOTI Customer Service Department at 1-877-GO-KIOTI or www.kioti.com.

GENERAL EMISSIONS WARRANTY COVERAGE:

KIOTI warrants to the ultimate purchaser and each subsequent purchaser or transferee that the equipment is: Designed, built and equipped so as to conform with all applicable regulations and free from defects in materials and workmanship that cause the failure of a warranted component to be identical in all material respects to that component as described in KIOTI's Application for Certification.

The warranty period begins on the date the equipment is delivered to an ultimate purchaser or first placed into service. **The EECS Emissions Warranty period is two years.**

Subject to certain conditions and exclusions as stated below, this EECS warranty is as follows:

- (1) Any warranted component that is not scheduled for replacement as required maintenance in the written instructions supplied, is warranted for the warranty period stated above. If the component fails during the period of warranty coverage, the component will be repaired or replaced by KIOTI according to subsection (4) below. Any such component repaired or replaced under warranty will be warranted for the remainder of the warranty period.
- (2) Any warranted component that is scheduled only for regular inspection in the written instructions supplied is warranted for the warranty period stated above. Any such component repaired or replaced under warranty will be warranted for the remaining warranty period.
- (3) Any warranted component that is scheduled for replacement as required maintenance in the written instructions supplied is warranted for the period of time before the first scheduled replacement date for that component. If the component fails before the first scheduled replacement, the component will be repaired or replaced by KIOTI according to subsection (4) below. Any such component repaired or replaced under warranty will be warranted for the remainder of the period prior to the first scheduled replacement point for the component.
- (4) Repair or replacement of any warranted component under the warranty provisions herein must be performed at a KIOTI authorized service provider at no charge to the owner.
- (5) Notwithstanding the provisions herein, warranty services or repairs will be provided at all KIOTI service providers that are authorized to service the subject engines or equipment.
- (6) The equipment owner will not be charged for diagnostic labor that is directly associated with diagnosis of a defective, emission-related warranted component, provided that such diagnostic work is performed at a KIOTI authorized service provider.
- (7) Throughout the equipment warranty period stated above, KIOTI will maintain a supply of warranted components sufficient to meet the expected demand for such components.
- (8) Any compliant replacement component may be used in the performance of any warranty maintenance or repairs and must be provided without charge to the owner. Such use will not reduce the warranty obligations of KIOTI.

WARRANTED components:

The repair or replacement of any warranted component otherwise eligible for warranty coverage may be excluded from such warranty coverage if KIOTI demonstrates that the cause of the need for equipment repair or replacement was abuse, neglect, improper maintenance, improper components, improper use or continued use when a problem is evident. That notwithstanding, any adjustment of a component that has a factory installed, and properly operating, adjustment limiting device is still eligible for Emissions Warranty coverage. The following Emissions Warranty components are covered:

- (1) Fuel Cap
- (2) Fuel Lines
- (3) Fuel Tank
- (4) Rollover Valve
- (5) Fittings, clamps, gaskets, grommets, and mounting hardware associated with systems identified above.

The exclusive remedy for breach of this Emissions Warranty shall be, at the exclusive option of KIOTI, repair or replacement of any defective materials, components or Products.

THE REMEDIES SET FORTH IN THIS WARRANTY ARE THE ONLY REMEDIES AVAILABLE TO ANY PERSON FOR BREACH OF THIS EMISSIONS WARRANTY. KIOTI SHALL HAVE NO LIABILITY TO ANY PERSON FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY DESCRIPTION, WHETHER ARISING OUT OF EXPRESS OR IMPLIED WARRANTY OR ANY OTHER CONTRACT, NEGLIGENCE OR OTHER TORT OR OTHERWISE. THIS EXCLUSION OF CONSEQUENTIAL, INCIDENTAL, AND SPECIAL DAMAGES IS INDEPENDENT FROM AND SHALL SURVIVE ANY FINDING THAT THE EXCLUSIVE REMEDY FAILED OF ITS ESSENTIAL PURPOSE. ALL IMPLIED WARRANTIES (INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) ARE LIMITED IN DURATION TO THE WARRANTY PERIOD DESCRIBED HEREIN.



****DIESEL MODELS ONLY****
TIER IV DIESEL ENGINE 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 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) and lasts Four (4) years or 1,500 hours of operation, whichever occurs first.

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 compliant diesel 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 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 provider.

KIOTI provides warranty services or repairs at all KIOTI service provider locations 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 provider.

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 provider, 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 or equivalent 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