



**KUBOTA ENGINE AMERICA CORPORATION
LIMITED WARRANTY ON INDUSTRIAL ENGINES
AND REPLACEMENT PARTS EFFECTIVE JANUARY 1, 2009**

OUR WARRANTY TO YOU

We warrant to you, the original purchaser, that all parts (except those referred to below) of your new Kubota industrial engine and replacement parts purchased from an Authorized Kubota Industrial Engine Distributor or OEM Distributor in the United States and Canada will be free from defects in materials or workmanship during the following periods.

1. Industrial Engines for 2 years or 2,000 hours, whichever occurs first.
2. Industrial Engines Major Component Warranty (MCW), 3 years or 3000 hours, whichever occurs first, parts only.

MCW covers cylinder block, cylinder head, crankshaft, camshaft, gears, pistons, rods, flywheel, flywheel housing, oil pump, pulleys, governor, intake manifold, oil pan, ignition distributor.

MCW does not cover rings, bearings, water pump, any electrical component, valve train components, accessory parts, seals, gaskets, carburetors, exhaust manifold, hoses, all fuel system components, muffler, any filters, radiator, fan, belts, thermostat, spark plugs, fuel transfer pumps.

3. Replacement parts for 1 year.

WHAT WE WILL DO

We will, at our option, repair or replace any part covered by this warranty which becomes defective, malfunctions or otherwise fails to conform with this warranty under normal use and service during the term of the warranty at no charge for parts or labor. (Parts only for MCW)

WHAT YOU MUST DO TO OBTAIN WARRANTY SERVICE

In order to obtain warranty repairs, you must deliver the product, together with proof of purchase, to an Authorized Kubota Industrial Engine Distributor or Dealer at your expense. The names and addresses of such Authorized Kubota Industrial Engine Distributors can be found on the internet at www.kubotaengine.com, by calling 1-800-532-9808 or by contacting:

Kubota Engine America Corporation
505 Schelter Road
Lincolnshire, IL 60069

WHAT THE WARRANTY DOES NOT COVER

This warranty **does not** cover:

1. Damage, malfunctions or failures resulting from accidents, abuse, misuse, modifications, alteration, improper servicing, or lack of performance of required maintenance service.
2. Normal maintenance services or replacement of maintenance items such as light bulbs, preheater plugs, indicator and resistant coils, filter elements, lubricants, oils, spark plugs, coolant, or belts.
3. Installation of replacement parts, unless originally installed by an Authorized Kubota Industrial Engine Distributor or Dealer.
4. Non-genuine Kubota parts.
5. Any engines damaged by use of ether or any starting aid, or greater than a 50/50% solution of antifreeze and water.
6. Injection nozzle wear or any engine damage caused by injection nozzle wear or sticking.
7. Damage caused by water entering the engine due to any cause.
8. Used Products.
9. Any damage caused by overheating that is not a direct result of a defect in materials or workmanship.
10. Any Engine not application reviewed.

APPLICATION REVIEW PROCESS: The Kubota Engine America (KEA) application review process is intended to assist the OEM with engine installation to optimize functionality/performance within the OEM's equipment in order to maintain durability, customer satisfaction, and reduce warranty failures and expenses. Kubota cannot anticipate all potential failures and issues that may occur with the engine or product in the field during an application review. Therefore, machine durability testing by the OEM either in a test facility and/or in the field is critical to further reduce the potential for field failures.

The amount of time spent by KEA on an application review is significantly less than the amount of time spent by the OEM's design engineers on the application. Because of this, the KEA application review is intended to identify issues that are within the scope of the application review testing performed and in some cases recommend possible solutions. The KEA application review should never take the place of proper design and testing of the finished product by the OEM.

The KEA application review does not in any way express or imply any additional warranty coverage other than what is stated in Kubota's Limited Warranty Agreement. Kubota and its subsidiary companies are not responsible for (including, but not limited to): failures resulting from any components that are not manufactured by Kubota, misrepresented or incorrect information provided from an OEM, any changes made without KEA's knowledge, any decision by the OEM not to follow KEA's recommendations, or any application related problems or deficiencies that may arise that were not found by KEA's limited application review or the OEM's durability testing.

THIS IS THE ONLY EXPRESS WARRANTY ON OUR PRODUCTS

We neither assume nor authorize anyone to assume for us any other express warranty. The Kubota Distributor/ Dealer has no authority to make any representation or promise on behalf of Kubota Engine America Corporation or to modify the terms or limitations of this warranty in any way.

LIMITATIONS ON OUR RESPONSIBILITY WITH RESPECT TO PRODUCTS PURCHASED AND USED FOR PERSONAL, FAMILY OR HOUSEHOLD USE.

Our responsibility is to repair or replace defective parts as stated above. We will not be responsible for any other expenses, losses or inconvenience which you may sustain as a result of the purchase, use, malfunction or defective condition of our products. ANY IMPLIED WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE SHALL BE LIMITED IN DURATION TO THE PERIOD SET FORTH ABOVE AND IN NO EVENT WILL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER. Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may have other rights which vary from state to state.

LIMITATIONS ON OUR RESPONSIBILITY WITH RESPECT TO PRODUCTS USED FOR RENTAL OR FOR COMMERCIAL, INDUSTRIAL OR AGRICULTURAL PURPOSES.

This warranty is in lieu of all other warranties, express or implied, and of any other obligations or liability on our part. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED. Our responsibility for any and all losses and damages resulting from any cause whatsoever, including our negligence, alleged damage or defective goods, whether such defects are discoverable or latent, shall be limited to the repair or replacement of defective parts as stated above. IN NO EVENT WILL WE BE LIABLE FOR LOSS OF USE, LOSS OF PROFITS, LOSS OF OR DAMAGE TO OTHER PROPERTY, INCONVENIENCE, COMMERCIAL LOSS, OR OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER.