



KOBELCO

LIMITED STANDARD WARRANTY

United States, U.S. Territories and Canada



KOBELCO CONSTRUCTION MACHINERY USA, INC. (hereinafter referred to as "KCMU") warrants each new excavator product to be free from defects in material and workmanship, subject to the conditions and limitations set forth.

1. Warranty Period

The warranty periods referenced below commence on the earlier to occur of either: (a) date of delivery to retail purchaser, or (b) date of delivery to first rental, or (c) accrual of 150 demonstration hours on machine hour meter, or (d) 36 months from KCMU invoice date for the machine to the Dealer. KOMEXS telematics (GSM) system access is included for the length of standard warranty for full size models only (SK75-SK850).

COMPACT (base machine weight < six (6) metric tons) product invoiced to KCMU Dealer on/after October 1, 2016: Thirty-six (36) months from the warranty registration date or three thousand (3000) meter hours (whichever occurs first) base machine warranty.

FULL SIZE (base machine weight > six (6) metric tons) Tier IV Final heavy excavator product invoiced to KCMU Dealer on/after October 1, 2015: Thirty-six (36) months from the warranty registration date or three thousand (3000) meter hours (whichever occurs first) base machine warranty.

FULL SIZE (base machine weight > six (6) metric tons) **2021 model year and after** Tier IV Final heavy excavator product: Forty-eight (48) months from the warranty registration date or four thousand (4000) meter hours (whichever occurs first) base machine warranty.

Does not apply to specialty products or severe duty applications. Limited standard warranty terms and conditions apply.*

***Specialty products include the Hybrid, SK300 Log Loader, SK300 Long Reach, Car Dismantler, Material Handler, Scrap Loader, and Building Demolition models. These will carry the 3 year/ 3,000 hour standard coverage term.*

2. Warranty Coverage

Within the warranty period, and subject to the limitations set forth in section 3 and 4 below, KCMU will repair or replace at its discretion any part or parts of the warranted machine which are found by KCMU to be defective in material and/or workmanship.

3. Limits of Liability

KCMU shall not be liable for or in respect of:

3.1 Components purchased by KCMU and installed in a machine, beyond or in addition to any warranty provided to KCMU by the manufacturer of such components.

3.2 Repair or replacement of (i) any normal wearing parts such as pins, bushings, undercarriage sprockets, rollers, idlers, track links and pads, light bulbs, batteries, fuses, belts, filters, wiper blades, rubber tracks, ground engaging tools, refrigerant, gaskets and packing; (ii) any components modified or procured locally; and (iii) any consumable items such as oil, grease, and fluids.

3.3 Any costs or expenses connected, contingent or incurred on non-factory installed components.

3.4 Any warranted machine which has been subjected to; a) misuse, improper operation, or misapplication including but not limited to operation beyond rated capacity expressly prohibited in the operator's manual or rated capacity charts furnished with the machine; b) neglect including but not limited to (i) improper maintenance; and (ii) use of the machine while any parts are loose, broken, or out of order; c) accidents or acts of God such as natural disaster, fires, and other disasters caused by human fault or negligence; or d) improper or unauthorized installation, adjustment, repair, or alteration including but not limited to (i) adjustment or assembly procedures not recommended or authorized in the operator's manual; (ii) use of unauthorized parts or attachments; and (iii) unauthorized modification or alteration.

3.5 The defective component(s) or part(s) of the equipment replaced must be made available for return to KCMU and warranty will be subject to analysis of the defective component(s).

3.6 Transportation, loaner, or rental costs unless pre-approved by KCMU via written notification and authorization.

3.7 Standard warranty is not transferable without the expressed written consent of KCMU.

4. Forestry & Special Application Warranty Requirements

4.1 A Forestry & Special Application machine modification form must be submitted to KCMU.

4.2 A certification of the weight of the machine after conversion must be submitted to KCMU.

4.3 Attachments not manufactured by KOBELCO are warranted directly by their manufacturer.

4.4 The following conditions must be met:

- a. Total weight of the machine must be less than 125% of the original weight.
- b. Machine must be enrolled in a hydraulic and engine oil sampling program.

5. Alterations

KCMU reserves the right to make alterations or modifications in their equipment at any time, which in their opinion, may improve the performance and efficiency of the machine. KCMU shall not be obligated to make such alterations or modifications to machines already in service.

KCMU SHALL BE LIABLE ONLY FOR REPAIR OR REPLACEMENT OF PARTS AS DESCRIBED UNDER "WARRANTY COVERAGE". KCMU SHALL NOT BE LIABLE WHETHER UNDER BREACH OF WARRANTY, NEGLIGENCE, OR STRICT LIABILITY FOR ANY OTHER INJURY, LOSS, DAMAGE, OR EXPENSES, WHETHER DIRECT OR CONSEQUENTIAL, INCLUDING BUT NOT LIMITED TO LOSS OF USE, INCOME, PROFIT, OR PRODUCTION, INCREASED COST OF OPERATION, SPOILAGE OF MATERIAL, OR DAMAGE TO MATERIAL. THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH ARE EXPRESSLY DISCLAIMED WHETHER WRITTEN OR ORAL, EXPRESSED OR IMPLIED. KCMU ASSUMES NO OTHER OBLIGATION OR RESPONSIBILITY WITH RESPECT TO THE PRODUCTS WHATSOEVER, AND NO EMPLOYEE OR REPRESENTATIVE IS AUTHORIZED TO CHANGE OR EXTEND THIS WARRANTY UNLESS IN WRITING AND SIGNED BY AN OFFICER OF KCMU. CUSTOMER IS RESPONSIBLE TO READ AND UNDERSTAND THE OPERATOR'S MANUAL.

Customer Initials: _____ Date: _____

Dealer Initials: _____ Date: _____

FORM 0123