

WARRANTY

Bobcat Excavators

Bobcat Company warrants to its authorized dealers and authorized dealers of Bobcat Equipment Ltd., who in turn warrant to the owner, that each new Bobcat Excavator will be free from proven defects in material and workmanship with respect to (i) all components of the product except as otherwise specified herein for twelve (12) months, (ii) tracks for twelve (12) months on a prorated basis based on the remaining depth of the track at the time any defect is discovered, and (iii) Bobcat brand batteries, for an additional twelve (12) months after the initial twelve month warranty period, provided that Bobcat Company shall only reimburse a fixed portion of the cost of replacing the battery during such additional twelve months. The foregoing time periods shall all commence after delivery by the authorized Bobcat dealer to the original buyer.

During the warranty period, the authorized Bobcat dealer shall repair or replace, at Bobcat Company's option, without charge for parts and labor, any part of the Bobcat product except as otherwise specified herein which fails because of defects in material or workmanship. The owner shall provide the authorized Bobcat dealer with prompt written notice of the defect and allow reasonable time for repair or replacement. Bobcat Company may, at its option, require failed parts to be returned to the factory. Travel time of mechanics and transportation of the Bobcat product to the authorized Bobcat dealer for warranty work are the responsibility of the owner. The remedies provided in this warranty are exclusive.

This warranty does not cover replacement of scheduled service items such as oil, filters, tune-up parts, and other high-wear items. This warranty does not cover damages resulting from abuse, accidents, alterations, use of the Bobcat product with any accessory or attachment not approved by Bobcat Company, air flow obstructions, or failure to maintain or use the Bobcat product according to the instructions applicable to it.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXCEPT THE WARRANTY OF TITLE. BOBCAT COMPANY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL BOBCAT COMPANY OR THE AUTHORIZED BOBCAT DEALER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOSS OR INTERRUPTION OF BUSINESS, LOST PROFITS, OR LOSS OF MACHINE USE, WHETHER BASED ON CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTE OR OTHERWISE, EVEN IF BOBCAT COMPANY OR THE AUTHORIZED BOBCAT DEALER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF BOBCAT COMPANY AND THE AUTHORIZED BOBCAT DEALERS WITH RESPECT TO THE PRODUCT AND SERVICES FURNISHED HEREUNDER SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCT UPON WHICH SUCH LIABILITY IS BASED.

