

WARRANTY

BOBCAT® EXCAVATORS

Doosan Bobcat EMEA s.r.o. ("Doosan") warrants to its authorized dealers who in turn warrants to the customer that each new Bobcat Excavator retailed after 1st January 2020 will be free from defects in material and workmanship for twenty four (24) months from the date of delivery to the customer or 2000 hours of machine usage, whichever occurs first. During the warranty period, the authorized Doosan dealer shall repair or replace, at Doosan's option, without charge for parts, labour and travel of technicians, any part of the Doosan product which fails because of defects in material or workmanship. The customer shall provide the authorized Doosan dealer with prompt written notice of the defect and allow reasonable time for replacement or repair. Doosan may, at its option, request failed parts to be returned to the factory or to any other designated location. Transportation of the Doosan product to the authorized Doosan dealer for warranty work is not the responsibility of Doosan. Service schedules must adhere to prescribed intervals and Bobcat genuine parts/lubricants must be used. The warranty does not apply to tyres, tracks or other accessories not manufactured by Doosan. For coverage on engines, consult with your Bobcat Dealer. For these non-covered items, the customer shall refer solely to the warranty, if any, of the respective manufacturers thereof, in accordance with the respective manufacturers warranty statement. Some Doosan parts are covered pro-rata depending on the expected life-time of the part. Coverage for air-conditioning refill and couplers is limited as failures generally originate from factors not under Doosan's control such as, but not limited to, prolonged storage or abuse. Reduced coverage is, depending on the component, limited from 50 to 500 operating hours. The warranty does not cover: (i) Oils and lubricants, coolant fluids, filter elements, brake linings, tune-up parts, bulbs, fuses, alternator fan belts, drive belts, pins, bushings and other high-wear items. (ii) Damages resulting from abuse, accidents, alterations, use of the product with any bucket or attachment not approved by Doosan, air flow obstructions, or failure to maintain or use the Doosan product according to the instructions applicable to it. (iii) Ground engaging parts such as bucket teeth and cutting edges. (iv) Fuel or hydraulic system cleaning, engine tune-up, brake inspection or adjustment. (v) Adjustments or slight defects which generally do not affect the stability or reliability of the machine.

DOOSAN EXCLUDES OTHER CONDITIONS, WARRANTIES OR REPRESENTATIONS OF ALL KINDS, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE (EXCEPT THAT OF TITLE) INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS RELATING TO MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE. CORRECTIONS BY DOOSAN OF NONCONFORMITIES WHETHER PATENT OR LATENT, IN THE MANNER AND FOR THE TIME PERIOD PROVIDED ABOVE, SHALL CONSTITUTE FULFILLMENT OF ALL LIABILITIES OF DOOSAN FOR SUCH NONCONFORMITIES, WHETHER BASED ON CONTRACT, WARRANTY, TORT, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHERWISE WITH RESPECT TO OR ARISING OUT OF SUCH PRODUCT. THE REMEDIES OF THE END-USER/OWNER SET FORTH UNDER THE PROVISIONS OF THE WARRANTY OUTLINED ABOVE ARE EXCLUSIVE AND THE TOTAL LIABILITY OF DOOSAN INCLUDING ANY HOLDING, SUBSIDIARY, ASSOCIATED OR AFFILIATED COMPANY OR DISTRIBUTOR WITH RESPECT TO THIS SALE OR THE PRODUCT AND SERVICE FURNISHED HEREUNDER IN CONNECTION WITH THE PERFORMANCE OR BREACH THEREOF, OR FROM DELIVERY, INSTALLATION, REPAIR OR TECHNICAL DIRECTION COVERED BY OR FURNISHED UNDER THIS SALE, WHETHER BASED ON CONTRACT, WARRANTY, TORT, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHERWISE SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCT UPON WHICH SUCH LIABILITY IS BASED. DOOSAN INCLUDING ANY HOLDING, SUBSIDIARY, ASSOCIATED OR AFFILIATED COMPANY AND DISTRIBUTOR SHALL IN NO EVENT BE LIABLE TO THE END-USER/OWNER, ANY SUCCESSORS IN INTEREST OR ANY BENEFICIARY OR ASSIGNEE RELATING TO THIS SALE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF THIS SALE OR BY ANY BREACH THEREOF, OR ANY DEFECT IN, OR FAILURE OF, OR MALFUNCTION OF THE PRODUCT UNDER THIS SALE, WHETHER BASED UPON LOSS OF USE, LOST PROFITS OR REVENUE, INTEREST, LOST GOODWILL, WORK STOPPAGE, IMPAIRMENT OF OTHER GOODS, LOSS BY REASON OF SHUTDOWN OR NON-OPERATION, INCREASED EXPENSES OF OPERATION OR CLAIMS OF USER OR CUSTOMERS OF THE USER FOR SERVICE INTERRUPTION WHETHER OR NOT SUCH LOSS OR DAMAGE IS BASED ON CONTRACT, WARRANTY, TORT, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHERWISE.