

Exmark Commercial Turf Equipment

2 Year Limited Warranty

Conditions and Products Covered

Exmark Mfg. Co. Inc. and its affiliate, Exmark Warranty Company, pursuant to an agreement between them, jointly warrant on the terms and conditions herein, that we will repair, replace or adjust any part on these products and found by us (in the exercise of our reasonable discretion) to be defective in factory materials or workmanship for a period of two years.

This warranty applies to Exmark commercial turf equipment sold in the U.S. or Canada. This warranty may only be assigned or transferred to a second (or third) owner by an authorized Exmark dealer. The warranty period commences upon the date of the original retail purchase.

<u>Warranty Exceptions</u>	<u>Warranty Period</u>
• Bags, Belts and Tires	90 days
• Battery	1 Year Prorated
• Engine	*

* The Engine warranty is covered by the engine manufacturer. Please refer to the engine manufacturer's warranty statement that is included in the literature packet.

This warranty only includes the cost of parts and labor.

Items and Conditions Not Covered

This warranty does not cover the following:

- Pickup and delivery charges to and from any authorized Exmark Service Dealer.
- Any damage or deterioration due to normal use, wear and tear, or exposure.
- Cost of regular maintenance service or parts, such as filters, fuel, lubricants, tune-up parts, and adjustments.
- Any product or part which has been altered or misused or required replacement or repair due to normal wear, accidents, or lack of proper maintenance.
- Any repairs necessary due to use of parts, accessories or supplies, including gasoline, oil or lubricants, incompatible with the turf equipment or other than as recommended in the operator's manual or other operational instructions provided by Exmark.

There are no other express warranties except for engine and special emission system coverage.

All warranty work must be performed by an authorized Exmark Service Dealer using Exmark approved replacement parts.

Instructions for Obtaining Warranty Service

The product must be registered with original proof of purchase by an Exmark Service Dealer before obtaining any warranty service.

Contact any Exmark Service Dealer to arrange service at their dealership. To locate a dealer convenient to you, access our website at www.exmark.com. U.S. or Canada customers may also call 402-223-6375.

If for any reason you are dissatisfied with the Service Dealer's analysis or with the assistance provided, contact us at:

Exmark Customer Service Department
The Exmark Warranty Company
2101 Ashland Avenue
Beatrice, NE 68310
402-223-6375 or
service@exmark.com

Owner's Responsibilities

If your product requires warranty service it must be returned to an authorized Exmark service dealer within the warranty period. This warranty extends only to turf equipment operated under normal conditions. You must read the operator's manual. You must also properly service and maintain your Exmark product as described in the operator's manual. Such routine maintenance, whether performed by a dealer or by you, is at your expense.

General Conditions

The sole liability of Exmark and Exmark Warranty Company with respect to this warranty shall be repair or replacement of defective components as set forth herein. **Neither Exmark nor Exmark Warranty Company shall be liable for any incidental or consequential loss or damage.**

Such damages include but are not limited to:

- Expenses related to gasoline, oil or lubricants.
- Travel time, overtime, after hours time or other extraordinary repair charges or charges relating to repairs or replacements outside of normal business hours at the place of business of the authorized Exmark Service Dealer.
- Rental of like or similar replacement equipment during the period of any warranty, repair or replacement work.
- Any telephone or telegram charges or travel charges.
- Loss or damage to person or property other than that covered by the terms of this warranty.
- Any claims for lost revenue, lost profit or additional cost as a result of a claim of breach of warranty.
- Attorney's fees.

No Claim of breach of warranty shall be cause for cancellation or rescission of the contract of sale of any Exmark mower.

All implied warranties of merchantability (that the product is fit for ordinary use) and fitness for use (that the product is fit for a particular purpose) are limited to the duration of the express warranty.

Some states do not allow exclusions of incidental or consequential damages, or limitations on how long an implied warranty lasts, so the above exclusions and limitations may not apply to you.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.