

KIOTI TRACTOR LIMITED WARRANTY
Effective January 22, 2008

A. General Provisions

KIOTI Tractor provides the warranties described below to the original purchaser of any new KIOTI tractor, implement, or part purchased from an authorized KIOTI dealer. KIOTI also allows the transfer of the tractor's warranty to any subsequent transferee. (Tractors, loaders and backhoes only, excludes all other attachments and implements) KIOTI will repair or replace, at its option, any part covered under this warranty that is found to be defective in material or workmanship during the applicable warranty period. In order to obtain warranty repairs, the purchaser must deliver the product, at the purchaser's expense, along with proof of purchase to any authorized KIOTI Tractor dealer.

B. Warranty Coverage

1. General Warranty – This general warranty applies to KIOTI products for the following periods.

The warranty period begins on the date of purchase and is activated by receipt of an executed Warranty Agreement.

PRODUCT	TERMS OF WARRANTY	COVERAGE
Tractors	24 months	Parts and Labor
Front-End Loaders, Backhoes and Implements	12 months	Parts and Labor
Replacement Parts	3 months or the remainder of the unit warranty, whichever is longer	Parts only
Replacement Engines	12 months	Parts and Labor

2. Extended Warranty – The Extended warranty applies to new tractors and runs concurrently with the General Warranty.

PRODUCT	TERMS OF WARRANTY	COVERAGE
Engine* and drive line**	48 months	Parts and Labor

* The engine includes the crankcase, cylinder head, front gear case, valve cover pans, and all parts contained therein. Does NOT include fuel, electrical, cooling, intake, and exhaust components.

** The drive line includes the clutch housing, transmission case, differential and final drive housing, and all parts contained therein, plus drive axles and external drive shafts. Does NOT include drive clutch disc or PTO clutch disc (wet or dry)

C. The General and Extended Warranties do not cover the following:

1. Physical abuse or misuse of the product or operation of the product in a manner contrary to the provisions of its owner's manual.
2. A repair made or parts replaced or modified by anyone other than an authorized KIOTI dealer.
3. Damage caused by the use of any non-KIOTI front-end loader, backhoe, attachment, implement, accessory or part.
4. Normal wear items such as, but not limited to: bushing, cutting edges, cutting blades, cutting teeth, drive chains, drive belts, clutch disc, operator's seat, and brake lining.
5. Parts and materials considered normal maintenance items including, but not limited to: filter elements, lubricants, coolants, light bulbs, and belts.
6. Tires, tubes and batteries. The original manufacturer's warranty covers these items.
7. Used products.
8. Addition or replacement of chemical weight materials.
9. The following services and labor related items: parts cleaning, adjustments, diagnostic, tune-up, overtime, pickup, delivery, and travel time.

D. The warranty for any tractor immediately terminates if any of the following occur:

1. Starting fluid or Ether is used to start or run the engine;
2. Any replacement parts used on the tractor are other than genuine KIOTI brand parts;
3. Any repair made or parts replaced or modified by anyone other than an authorized KIOTI dealer;
4. Physical abuse or misuse of the product or operation of the product in a manner contrary to the provisions of its owner's manual;
5. Adjustments are made to the injection pump fuel delivery system; or
6. Regular maintenance and service is not performed as prescribed by the operator's manual during the warranty term.

E. The Implement and replacement part warranties terminate if any of the following occur:

1. The replacement parts are other than genuine KIOTI brand and are installed by a non-KIOTI dealer; or.
2. Regular maintenance and service is not performed as prescribed by the operator's manual during the warranty term.

F. Limitations of KIOTI's responsibility on products used for personal, family, or household purposes:

Any express warranty not provided herein, and any remedy for breach of contract which, but for this provision, might rise by implication or operation of law, is hereby excluded and disclaimed.

ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

Under no circumstances shall KIOTI tractor be liable to purchaser or any other person for any special or consequential damages, whether arising out of breach of warranty, breach of contract or otherwise.

Legal rights vary from state to state, so the above limitations may not apply to you if precluded by local law.

G. Limitations of KIOTI's responsibility on products used for rental, commercial, industrial or agricultural purposes:

This warranty is in lieu of all other warranties, express or implied, and any other obligations or liabilities on the part of KIOTI Tractor. **ALL WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED.** KIOTI Tractor will not be responsible for any incidental or consequential damages, including but not limited to, commercial loss, inconvenience, loss of equipment use, loss of profit and loss or damage to crops which may result from the purchase and use of KIOTI products.

H. No modification of Warranty

This warranty is the only warranty authorized by KIOTI Tractor. Neither the KIOTI authorized distributors, dealers, nor any other party has any authority to make representations on behalf of KIOTI Tractor to modify the terms and limitations of this warranty.

I. Product Improvements

KIOTI reserves the right to make changes to its products at any time without notice and without incurring obligations with respect to making the same changes to products manufactured prior to this date of change.

J. Arbitration

By acceptance of the product and by receipt and acceptance of this Warranty Agreement, and execution thereof, the purchaser hereby agrees that any dispute, claim, controversy, cause of action and/or demand related, in any fashion, to this Warranty Agreement and/or the Kioti product shall be subject to arbitration. Said arbitration shall be conducted in a manner similar to the processes, procedures and regulations set forth by the American Arbitration Association (the "AAA"). Nothing in this clause and/or Warranty Agreement shall require a matter to be filed in the AAA. By acceptance of the product and this Warranty Agreement, the purchaser hereby voluntarily subjects himself/herself/itself to the jurisdiction of the chosen arbitrator and arbitration proceedings.