

Doosan Infracore Construction Equipment America

NEW DOOSAN PRODUCT STANDARD WARRANTY

Clark Equipment Company, dba Doosan Infracore Construction Equipment America (DICEA) warrants the DOOSAN Hydraulic Excavator and Wheel Loader, hereinafter referred to as Machine to be free from defects in material and workmanship. If any part of the Machine fails as a result of a defect in material and/or workmanship within twelve (12) months or one thousand five hundred (1,500) hours, (whichever occurs first), from the first in service date as defined by DICEA warranty registration records, the failed part will be replaced free of charge with labor (per DICEA Labor Time Guide) by the nearest authorized DICEA dealer during normal business hours at the place of business thereof.

This warranty does not apply to the following:

- (1) Damage or defects caused by accident, misuse, negligence, natural calamity or improper maintenance.
- (2) Damage or defects caused by using other than Doosan Infracore Construction Equipment America (DICEA) genuine parts or installing attachments to equipment not authorized in writing by DICEA.
- (3) Changes, alterations or modifications to equipment or any of its components/parts by other than DICEA authorized dealers, which is the sole judgment of DICEA, which affects the performance, stability or purpose for which it was manufactured.
- (4) Slight defects, which generally do not affect the stability or reliability of the machine.
- (5) Maintenance such as but not limited to engine cleaning, replacement of consumable parts, lubrication, brake adjustment, and other recommended maintenance procedures as defined in the Machine Operator and Maintenance Manual, etc.
- (6) Consumable articles, such as but not limited to oil, grease, fan belt, batteries, gaskets, fuses, brake or clutch lining, fuel filter, tires, cables, carbon brushes, bulbs, glass, and other similar parts.
- (7) Wear items such as but not limited to cutting edges, bucket teeth, undercarriage components and other ground engaging components except for breakage as a result of a defect in material or workmanship.
- (8) Transportation or towing, loading or unloading charges related to the failed Machine to or from the nearest location of the authorized DICEA Dealer.
- (9) Cost of a rental or loaner equipment.
- (10) All Labor related to diagnostics of any defective part or component.
- (11) Freight charges incurred as a result of shipment of the replacement warranty part or component to the registered user of the machine.

This warranty is expressly in lieu of any other warranties, expressed or implied, including any warranty of merchantability or fitness for a particular purpose.

The liability of DICEA under this warranty is expressly limited to the provisions specified above and in no event shall DICEA incur any liability (including liability for general, special, incidental or consequential damages, economic or moral loss, arising out of any failure of Machine) which is not expressly assumed by DICEA under this warranty. In all matters DICEA's decision is final.