

WARRANTY TERMS AND CONDITIONS

TAKEUCHI MFG. (U.S.), LTD.
EFFECTIVE January 1, 2015

1.0 GENERAL WARRANTY INFORMATION

The Takeuchi warranty is a limited warranty that is provided to the retail purchaser in return for consideration paid as part of the purchase price of the product and, in the case of a coverage plan, in return for additional monies paid. The selling dealer must review the warranty coverage with the retail purchaser and obtain a signature on the Delivery Report and Warranty Registration Form. Subject to the terms of the Takeuchi warranty, Takeuchi warrants to the first purchaser that the new Takeuchi machine will be free from defects in material and workmanship for the period set forth below:

- **New Excavators, Rubber Track Loaders, and Wheel Loaders** - 24 months or 2,000 machine hours, whichever occurs first.
- **New Skid Steer Loaders** - 12 months.
- **Takeuchi Replacement Parts** - 12 months or to the end of the new machine warranty period, whichever is longer.
- **Batteries** - 12 months, pro rata basis.
- **Takeuchi Attachments and Options** - 12 months (excluding ground engaging attachments).
- **Rubber Tracks** - Takeuchi brand OEM 12 months, pro rata basis: NON-OEM 12 months, pro rata basis (parts only).

The warranty period for all coverage begins at the time that any one of the following conditions are met no matter which occurs first:

- **Unit is sold to a retail customer.**
- **Unit is placed into rental.**
- **Unit accumulates over 100 hours on hour meter.**
- **Twelve (12) months from the Takeuchi invoice due date.**

1.1 RESPONSIBILITY

Takeuchi's Responsibility:

- To provide customers and dealers with high quality and reliable equipment.
- To pay our dealers quickly and fairly for warrantable repairs.
- To analyze failed parts and review warranty claims so that we can take corrective action to reduce warranty incidents and increase customer satisfaction.
- To provide training regarding the maintenance and repair of Takeuchi products.
- To provide quick and easy access to required support information.

Dealer's Responsibility:

- To analyze the customer's needs and specify the right equipment for the application.
- To provide adequate facilities and equipment to properly service Takeuchi products.
- To employ technicians who are qualified to service Takeuchi products.
- To register equipment promptly when it is placed into service, so warranty coverage is in effect.
- To consider all factors and information when making/submitting a warranty claim and provide all requested information regarding the failure and repair in a timely fashion.
- To determine if the Takeuchi product is under warranty before performing any repairs.
- To repair Takeuchi products in a timely manner.
- To correctly repair Takeuchi products the first time.
- To submit a completed warranty claim online within 30 days of repair date.
- To retain the failed parts for 90 days after payment has been received.
- To perform required updates and modifications in a timely fashion.

Customer's Responsibility:

- To maintain the equipment in accordance with the instructions in the Operator's Manual, and to keep accurate records of this maintenance.
- To operate the equipment in a safe manner that is within the parameters of the designed utility.
- To cease operation of the equipment if a defect occurs so as to avoid extra damage which may be caused by continued operation.

- To deliver the equipment to the dealer so that repairs can be made.
- To comply with all requests for updates and modifications required to be performed on any Takeuchi equipment.

The Takeuchi warranty remains in effect during the warranty period if the owner performs the required maintenance at the recommended intervals outlined in the product Operator's Manual and the unit is operated within its rated capacity. If a defect occurs, either in the material or workmanship, it is the customer's responsibility to cease operating the unit until repairs are made. **DAMAGES OCCURRING FROM CONTINUED USE AND/OR NEGLIGENCE MAY NOT BE COVERED BY WARRANTY.** Owners should contact their local authorized Takeuchi dealer immediately so that repairs can be made. It is the owner's responsibility to return the machine to an authorized repair facility for warranty repairs.

1.2 SECURING WARRANTY SERVICE

Warranty service must be obtained at an authorized Takeuchi dealer location or an approved Takeuchi service center and requested within the applicable coverage period.

- Takeuchi will, during the applicable warranty period, repair or replace at its option any component or parts (except those specified below) that, as delivered to the original purchaser, are defective in material and workmanship. Takeuchi will determine in its sole discretion, whether a defect of failure is covered by this warranty. No charge shall be made to the purchaser for parts and reasonable labor incurred in making the repairs except as otherwise stated below.
- Warranty repairs will be performed by an authorized Takeuchi service center upon delivery of the machine or defective part to the service center. At the time of requesting warranty service, the purchaser must present evidence of the date of purchase of the machine.
- The purchaser shall pay any premium for overtime and additional labor requested by the purchaser, any charge for field service calls, mileage charges, transporting the machine or parts thereof to and from the place where the warranty is performed and unusual freight charges for the shipment of parts from Takeuchi which the purchaser may request.

1.3 ITEMS NOT COVERED BY WARRANTY

The Takeuchi New Machine Limited Warranty does not cover:

- Any machine which has been altered or modified in a manner which, in the sole judgment of Takeuchi, affects its performance, stability or reliability, including the use of non-approved attachments.
- Depreciation or damage caused by normal wear and tear, failure to properly maintain the machine, improper use or abuse of the machine, collision, fire or accident, vandalism, negligence, or operation beyond rated capacity or specifications.
- Parts or components that are covered by separate and specific warranties, including but not limited to Engine Emission Control Systems, tires and warranties extended by other manufacturers.
- Accident or damage caused by the environment, such as but not limited to: exposure to corrosive or hazardous materials.
- Replacement of wear items, such as but not limited to buckets and bucket teeth, cutting edges, pins, bushings, glass, radios, tires, wheels, and undercarriage components.
- Normal maintenance parts and labor including, but not limited to: replenishment of oils, lubricants, coolants, fluids, hydraulic oil, lights, filters, belts, hoses and fittings.
- Machines not properly registered with Takeuchi when first placed into service.
- Costs associated with pickup and delivery of the equipment, rental of replacement equipment during the repair period, economic loss during the repair, overtime labor charges, travel time, mileage or zone charges and freight charges of replacement parts.

1.4 WARRANTY REGISTRATION

New machine warranty coverage begins when the machine is properly registered. Registration is realized when the registration is initiated online and completed by the ORIGINAL Delivery Report and Warranty Registration Form being received and processed by Takeuchi. A machine must be registered when any of the following condi-

tions are met no matter which occurs first:

- **Unit is sold to a retail customer.**
- **Unit is placed into rental.**
- **Unit accumulates over 100 hours on hour meter.**
- **Twelve (12) months from the Takeuchi invoice due date.**

Please note that if the Original Warranty registration is not received when the machine is put into service, the warranty start date will be determined by the sole judgment of Takeuchi Mfg. U.S. based on invoice paid date, hours, date sold to retail customer or dealer rental fleet in service date. Warranty claims will not be accepted until the proper registration has been received by Takeuchi Mfg. U.S.

The completed ORIGINAL warranty registration form must be sent to:

Takeuchi Mfg. U.S. Ltd.
 Attn: Warranty Department
 519 Bonnie Valentine Way
 Pendergrass, GA 30567

1.5 WARRANTY REIMBURSEMENT

Takeuchi provides for warranty reimbursement due to defects in material or workmanship only. Warranty does not include restoring to factory new condition, any machine or portion thereof which has accumulated hours of operation. This includes customer-owned and used equipment still covered by warranty.

With the exception of only a few parts not available through Takeuchi, all Takeuchi warranty repairs must be performed using ONLY genuine Takeuchi new service parts. Installation of non-Takeuchi replacement parts does NOT qualify for warranty reimbursement and can void the machine's warranty.

Under no circumstance may a dealer take a credit against their open account for a pending warranty claim. Additionally, dealers are responsible for making sure that their parts account is maintained according to the Takeuchi Terms and Conditions Agreement. Failure to comply will subject the dealer to interest penalties, terms reduction, or parts termination.

Pre-Authorization: The dealer must obtain email pre-authorization from the Takeuchi Regional Service Manager for repairs to exceed \$3000. Final approval of repairs will be made by Takeuchi upon inspection of failed components. This email authorization should be attached to the warranty claim when submitted.

Parts: Takeuchi will reimburse servicing dealers for parts approved, based on the price in effect on the date the parts are replaced. Takeuchi will reimburse for approved parts used for repair, at 110% of dealer cost. This cost includes any discounts or programs taken to reduce the part cost. All parts replaced under warranty, not recalled by Takeuchi, must be retained by the dealership for 90 days after payment has been received.

Labor: Takeuchi shall reimburse the dealer at 100% of the dealer's posted retail shop labor rate (for in-shop repairs) on file with Takeuchi at the time the warranty claim is entered. Shop labor rates may be adjusted once a year during the second quarter. This retail shop labor rate shall be subject to verification by Takeuchi from copies of actual invoices to customers.

Outside Charges: Specialized repair, such as machine shop, radiator, or air conditioning repair not normally performed at some dealer locations, will be accepted as part of the warranty claim at actual cost. To support the claim, the dealer must explain the parts used and service work performed in the failure description and probable cause section of the warranty claim and submit a copy of the invoice.

Freight: The cost to return warranty recalled parts to Takeuchi will be reimbursed. Freight expense reimbursements are to be filed on a separate claim for all heavy items that have been recalled by the Warranty Department. The dealer is responsible for attaching a copy of the freight invoice to the warranty claim for processing.

Travel: Takeuchi does not reimburse for travel time or mileage. It is the customer's responsibility to deliver a machine to an authorized service center for repairs.

1.6 FILING A WARRANTY CLAIM

In order to receive reimbursement for warranty work performed, dealers and authorized Takeuchi service centers should enter the claim information via the Takeuchi e-commerce website. All claims should be submitted to Takeuchi no later than 30 days from the date of repair.

NOTE: Failure to submit warranty claims in a timely fashion will result in non-payment of requested warranties.

Once the warranty claim is received by Takeuchi, a warranty claim number will be assigned. Dealers should check the Takeuchi e-commerce website to view the status on warranty claims as well as to see which parts (if any) are being recalled by Takeuchi. Any part recalled by Takeuchi will be noted on the web warranty claim. Takeuchi will also notify the dealer of the recall request. Recalled parts not received by Takeuchi within 45 days from request date will result in a DENIED warranty claim.

All recalled parts returning to Takeuchi must contain a copy of the Return Merchandise Authorization (RMA) Form and the return authorization number should be printed on the outside of the box. Failure to enclose a copy of the RMA form or indicating the RMA number on the outside of the box will result in your parts being refused in the receiving department, thus delaying the claim process.

1.7 EXTENDED WARRANTY

Takeuchi offers Power Protection Plans that are available for purchase on all machines during the New Machine Limited Warranty period. These plans are for varying periods of time and varying degrees of coverage, but are subject to the same conditions as the original Takeuchi limited warranty.

1.8 POWER PROTECTION PLAN TRANSFER

The Takeuchi Power Protection Plan is transferable on all machines by filling out a transfer form and remitting the warranty transfer fee of fifty dollars (\$50.00) to:

Takeuchi Mfg. U.S. Ltd.
 Attn: Warranty Department
 519 Bonnie Valentine Way
 Pendergrass, GA 30567

1.9 MODIFICATION/SAFETY BULLETIN NOTIFICATION

Takeuchi strives to provide quality dependable equipment. Problem areas sometimes require correction to maintain customer confidence and loyalty. In such instances, Takeuchi may deem it mandatory that such problems be corrected on both customer machines and dealer inventory units at the earliest possible time. Such action is referred to as a field modification.

Dealers will be advised of the exact procedures to be followed and reimbursement rates are as follows:

- Modification and safety bulletin notifications will be e-mailed to the dealer's specified e-mail address provided by each dealer. These bulletins will also be available online through the e-commerce website.
- Parts necessary to complete the modification will be made available either via automatic shipment by Takeuchi to the dealer of record or the dealer will be advised to order the required parts.
- All modifications must be performed in an expeditious manner, as time is of the essence.
- All warranty claims for modifications must reference the modification number on the warranty claim.

Dealer: _____

Print Name: _____

Signature: _____

Title: _____

Date: _____