

WARRANTY POLICY

WARRANTY STATEMENT:

Takeuchi Mfg. (U.K.) Limited ("Takeuchi UK") hereby authorises the Distributor/Dealer to issue a Takeuchi UK warranty to the first retail purchaser of a Takeuchi product in accordance with the following terms and conditions.

The warranty policy shall be part of the terms of any sale of Takeuchi UK products to a retail purchaser and the undersigned Takeuchi UK dealer agrees to incorporate this warranty, including all of its terms and conditions in each sale of Takeuchi UK products.

1. WARRANTY

Takeuchi UK warrants to the first retail purchaser, at the time of delivery, that the new product is free from defective materials and workmanship and Takeuchi UK agrees to repair or replace the defective parts for a period beginning on the date of delivery and extending until the expiration of the period stated below, in accordance with the terms and conditions of this warranty. Parts, which are defective in material or workmanship, will be replaced or repaired at Takeuchi UK sole discretion, without charge for the parts and reasonable Distributor/Dealer in shop labour.

The following constitutes the period of this warranty.

- A. **NEW EXCAVATOR** – Two years from the delivery of to the first retail purchaser or 2000 hours use, whichever occurs first.
- B. **NEW TAKEUCHI HYDRAULIC HAMMERS** – 1 year from the date of delivery to the first retail purchaser.
- C. **REPAIR PARTS** – Ninety days from the date of purchase if determined by Takeuchi UK at its sole discretion to have been defective at the time of purchase. Takeuchi UK will repair or replace parts at no charge; all labour costs will be paid by the purchaser.
- D. **BATTERIES** – Original Takeuchi equipment batteries are covered during the warranty on a pro rata basis, based on a reasonable dealer cost of a replacement battery.

2. EXCLUSIONS

Takeuchi's obligation under this warranty shall not apply to:

- A. Products not properly registered with TAKEUCHI UK at the time of sale to the First Retail Purchaser. To register a sale a completed delivery report must be signed by the First Retail Purchaser and filed with TAKEUCHI UK via the Distributor.
- B. Products without any evidence of customer service maintenance record (50 hours first service and thereafter, according to the Takeuchi UK's Inspection and Maintenance Chart from the Operators Manual)
- C. Products, which have been altered or modified in any way not approved in writing in advance by TAKEUCHI UK. For the avoidance of doubt TAKEUCHI UK may approve any such alteration or modification as its sole discretion.
- D. Products used for a purpose for which they were not designed.
- E. Products not used in accordance with instructions given in the Operators Manual.
- F. Products on which service other than normal maintenance or normal replacement of items services have been performed by someone other than an authorised TAKEUCHI UK Distributor which, in TAKEUCHI UK's sole opinion adversely affects the performance or reliability of the products;

- G. Cost of normal maintenance items, including but not limited to lubricants and anti freeze, air fuel and hydraulic filters, fan belts, hoses, light bulbs, cab radios and glass; ground engaging parts- buckets dozer blades, all track related parts; clutch and brake discs.
- H. Mini Excavator fuel injection systems, electrical components and paint work from the first anniversary of the date of delivery to the First Retail Purchaser.
- I. Depreciation or damages caused by normal wear, accident, misuse, abuse or improper maintenance or operation, protection, storage or use.
- J. Products fitted with accessories or repair parts not supplied or approved by TAKEUCHI UK, which in TAKEUCHI UK's sole opinion adversely affects the performance or reliability of the products.

3. SECURING WARRANTY SERVICE

Warranty service will be performed by an authorised Takeuchi UK Distributor/Dealer upon delivery of the product or defective parts to the Distributor/Dealer. At the time of requesting warranty service, the purchaser must present evidence of the date of purchase of the product. The purchaser shall pay any premium for overtime, labour requested by the purchaser, any charge for field service calls, mileage charges, transporting the product or parts thereof to and from the place where the warranty work is performed and any unusual freight charge for the shipment of parts from Takeuchi UK which the purchaser may request.

4. NO REPRESENTATIONS OR IMPLIED WARRANTIES

This warranty is expressly made by Takeuchi Mfg. Co. Ltd., a company registered in Nagano, Japan and neither Takeuchi UK nor any company affiliated with Takeuchi UK makes any warranties, representations, or promises, expressed or implied, as to the quality or performance of its machines other than those set forth herein. Takeuchi UK expressly excludes any and all implied warranties, including the implied warranty of fitness for a particular purpose and the implied warranty of merchantability.

5. REMEDIES EXCLUSIVE

The only remedies the first retail purchaser has in connection with the purchase of the Takeuchi UK product are set forth herein. Takeuchi UK will in no event be liable for incidental or consequential damages or injuries caused by the machine, including but not limited to loss or profit, rental of substitute equipment, or any other commercial loss or for damages of any kind.

No person or persons are authorised to make any representations, warranties on behalf of Takeuchi UK or to modify the terms or limitations of this warranty.

This warranty is provided exclusively to the first retail purchaser of Takeuchi UK products and may not be assigned or otherwise transferred.

This warranty is in lieu of all other warranties expressed or implied including any warranty of merchantability or of fitness for a particular purpose (other than those warranties conditions, liabilities or representations which are, or which give rise to, any non exclusive rights under any applicable laws of the United Kingdom). The liability of distributor and Takeuchi UK is expressly limited to the liability which may arise from this warranty (for repair or replacement) and no liability for damages, general, specific, direct or consequential is assumed.