# CUB CADET LLC MANUFACTURER'S LIMITED WARRANTY FOR RESIDENTIAL ZERO-TURN RIDING MOWERS

### LIMITED WARRANTY

The limited warranty set forth herein is given by Cub Cadet LLC with respect to a new Residential Zero-Turn Riding Mowers (hereinafter "RZT") purchased and used in the United States and/or Canada to the Initial Purchaser (as defined herein). This limited warranty does not cover Emission Control Systems and is not a Federal Emission Control Warranty Statement as defined by U.S. federal law. Please refer to the Federal Emission Control Warranty Statement in the operator's manual for warranties covering Emission Control Systems. This RZT is not intended for rental or commercial use.

### Scope of the Limited Warranty

Cub Cadet LLC offers the following limited warranty to the Initial Purchaser for residential or otherwise non-commercial use; except for the Exclusions (defined herein), during the Warranty Period (as defined herein), this RZT will be free from manufacturing defects (including workmanship and materials). The "Initial Purchaser" is the first person to purchase this new RZT from an authorized Cub Cadet dealer, distributor and/or retailer of such products. This limited warranty is non-transferrable. Subject to the Exclusions and except as otherwise set forth herein, the limited warranty period for this new RZT purchase as thown on the original sales receipt for the product ("Warranty Period").

Cub Cadet LLC warrants the optional fabricated cutting deck shell (excluding wear parts, etc. thereon) against defects in material and workmanship for the lifetime of the product, namely for as long as it is owned by its initial Purchaser or the party for whom it was originally purchased as a gift, or seven (7) years from the date of its initial sale to an initial Purchaser, whichever comes first.

#### **Defects in Workmanship or Materials**

Subject to the Exclusions and except as otherwise set forth herein, this RZT is warranted to be free from manufacturing defects in either workmanship or materials for the Warranty Period. During the Warranty Period, Cub Cadet LLC will, at its option, either repair or replace any original part that is covered by this limited warranty and is determined to be defective in workmanship or material.

### To qualify for this limited warranty this RZT:

- 1. Must have been purchased from an authorized retailer.
- Must have been purchased within the United States or Canada by the Initial Purchaser.
- 3. Must have been used for residential purposes only.
- Must have been used in a manner consistent with the normal and proper intended use for this RZT.

### Who can perform repairs under this warranty?

In order to qualify for the limited warranty as set forth herein, the repairs made under this warranty must be performed by an authorized Cub Cadet service provider.

### How to get service under this limited warranty:

To locate a Cub Cadet warranty service provider, contact your authorized Cub Cadet dealer, distributor, or retailer or contact Cub Cadet LLC at P.O. Box 361131, Cleveland, Ohio 44136-0019 or call 1-877-282-8684 or log on to our Website at www.cubcadet.com. In Canada, contact MTD Products Limited, Kitchener, ON N2G 411, or call 1-800-668-1238 or log on to our Web site at www.mtdcanada.com. This limited product warranty is provided by Cub Cadet LLC and is the only product warranty provided by Cub Cadet LLC for this RZT. A COPY OF YOUR SALES RECEIPT IS REQUIRED FOR WARRANTY SERVICE.

### What this limited warranty does not cover.

### This limited warranty does not cover the following (the "Exclusions"):

- 1. RZT purchased outside of the United States or Canada.
- Emission Control Systems. These items are subject to a separate warranty under the applicable Federal Emission Control Warranty Statement. Please refer to the applicable Federal Emission Control Warranty Statement for terms and conditions relating to Emission Control Systems.
- Damage due to lack of maintenance and/or improper maintenance as described in the operator's manual.
- 4. Normal wear and tear resulting from use of the RZT.
- Normal Wear Parts (as defined herein) are warranted to be free from defects in material and workmanship for a period of thirty (30) days

from the date of original purchase by the Initial Purchaser. Normal Wear Parts include, but are not limited to items such as: belts, blades, blade adapters, grass bags, rider deck wheels, seats, tires, filters and other consumable items.

- Use of the product that is not consistent with the intended use thereof as described in the operating instructions, including, but not limited to, abuse, misuse and/or neglect of the RZT or any use inconsistent with and/or non-compliant with instructions contained in the Operator's Manual,
- Any RZT that has been altered or modified in a manner not consistent with the original design of the RZT or in a manner not approved by Cub Cadet LLC.
- Paint repairs or replacements for defective paint (including materials and application) are covered for a period of three (3) months.
- Wheel rims (when so equipped), are covered for a period of three (3) months for manufacturing defects.
- 10. Batteries have a one-year prorated limited warranty against defects in material and workmanship, with 100% replacement during the first three (3) months from the date of original purchase by the Initial Purchaser. After three (3) months, the battery replacement credit is based on the months remaining in the twelve (12) month period dating back to the date of original purchase by the Initial Purchaser. Any replacement battery will be warranted only for the remainder of the original warranty period.
- Attachments. Attachments (as defined herein) extend to the Initial Purchaser and are subject to a separate warranty. Please refer to the applicable Attachment warranty for terms and conditions relating to coverage. Attachments include, but are not limited to items such as: grass collectors and mulch kits.

### This warranty does not cover and Cub Cadet LLC disclaims any responsibility for matters including, but not limited to, the following:

- 1. Loss of time or loss of use of the RZT.
- 2. Transportation costs and other expenses incurred in connection with the transport of the RZT to and from the authorized Cub Cadet service provider.
- 3. Any loss or damage to other equipment or personal items.
- 4. Damages caused by improper maintenance or the use of other than the specified fuel, oil or lubricants as approved in the operator's manual.
- 5. Damage resulting from the installation or use of any accessory or part not approved by Cub Cadet for use with the RZT.

### Limitations:

- I. THERE ARE NO IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO WARRANTY SHALL APPLY AFTER THE APPLICABLE WARRANTY PERIOD AS SET FORTH ABOVE AS TO THE PARTS AS IDENTIFIED. NO OTHER EXPRESS WARRANTY OR GUARANTY, WHETHER WRITTEN OR ORAL, EXCEPT AS MENTIONED ABOVE, GIVEN BY ANY PERSON OR ENTITY, INCLUDING A DEALER OR RETAILER, WITH RESPECT TO ANY PRODUCT SHALL BIND CUB CADET LLC. DURING THE WARRANTY PERIOD, THE EXCLUSIVE REMEDY IS REPAIR OR REPLACEMENT OF THE DEFECTIVE PART, AS SET FORTH ABOVE. (SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.)
- 2. THE PROVISIONS AS SET FORTH HEREIN PROVIDE THE SOLE AND EXCLUSIVE REMEDY ARISING FROM THE SALE. CUB CADET LLC SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGES INCLUDING, WITHOUT LIMITATION, FOR TRANSPORTATION OR FOR RELATED EXPENSES, OR FOR RENTAL EXPENSES TO TEMPORARILY REPLACE A WARRANTED PRODUCT. (SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.)
- 3. In no event shall recovery of any kind be greater than the amount of the purchase price of the product sold. Alteration of the safety features of the product shall void this limited warranty. You assume the risk and liability for loss, damage, or injury to you and your property and/or to others and their property arising out of the use or misuse or inability to use the product.

### How State Law Relates to this Warranty:

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

Cub Cadet LLC, P.O. BOX 361131 CLEVELAND, OHIO 44136-0019, Phone: 1-877-282-8684 MTD Products Limited, Kitchener, ON N2G 4J1, Phone: 1-800-668-1238

### **WARRANTED PARTS:**

The repair or replacement of any warranted part otherwise eligible for warranty coverage may be excluded from such warranty coverage if MTD Consumer Group Inc demonstrates that the outdoor equipment has been abused, neglected, or improperly maintained, and that such abuse, neglect, or improper maintenance was the direct cause of the need for repair or replacement of the part. That notwithstanding, any adjustment of a component that has a factory installed, and properly operating, adjustment limiting device is still eligible for warranty coverage. Further, the coverage under this warranty extends only to parts that were present on the off-road equipment purchased.

The following emission warranty parts are covered (if applicable):

- 1. Fuel Metering System
  - Fuel pump
  - · Fuel tank
- 2. Evaporative Control
  - · Fuel hose
  - · Fuel hose clamps
  - · Tethered fuel cap
  - · Carbon canister
  - Vapor lines

## FEDERAL and/or CALIFORNIA EMISSION CONTROL WARRANTY STATEMENT YOUR WARRANTY RIGHTS AND OBLIGATIONS

MTD Consumer Group Inc, the United States Environmental Protection Agency (EPA), and for those products certified for sale in the state of California, the California Air Resources Board (CARB) are pleased to explain the evaporative emission control system (ECS) warranty on your 2017-2018 small off-road equipment (outdoor equipment). In California, new outdoor equipment must be designed, built and equipped to meet the State's stringent anti-smog standards (in other states, outdoor equipment must be designed, built, and equipped to meet the U.S. EPA small off-road spark ignition engine regulations). MTD Consumer Group Inc must warrant the ECS on your outdoor equipment for the period of time listed below, provided there has been no abuse, neglect, or improper maintenance of the outdoor equipment.

Your ECS may include parts such as fuel tanks, fuel lines, fuel caps, valves, canisters, filters, vapor hoses, clamps, connectors, and other associated emission-related components.

Where a warrantable condition exists, MTD Consumer Group Inc will repair your outdoor equipment at no cost to you including diagnosis, parts, and labor.

### **MANUFACTURER'S WARRANTY COVERAGE:**

This emission control system is warranted for two years. If any emission-related part on your outdoor equipment is defective, the part will be repaired or replaced by MTD Consumer Group Inc.

### **OWNER'S WARRANTY RESPONSIBILITIES:**

As the outdoor equipment owner, you are responsible for performance of the required maintenance listed in your owner's manual. MTD Consumer Group Inc recommends that you retain all receipts covering maintenance on your outdoor equipment, but MTD Consumer Group Inc cannot deny warranty solely for the lack of receipts.

As the outdoor equipment owner, you should however be aware that MTD Consumer Group Inc may deny you warranty coverage if your outdoor equipment or a part has failed due to abuse, neglect, improper maintenance, or unapproved modifications.

You are responsible for presenting your outdoor equipment to MTD Consumer Group Inc's distribution center or service center as soon as the problem exists. The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days, If you have a question regarding your warranty coverage, you should contact the MTD Consumer Group Inc Service Department at 1-800-800-7310 or at http://support.mtdproducts.com.

### **GENERAL EMISSIONS WARRANTY COVERAGE:**

MTD Consumer Group Inc warrants to the ultimate purchaser and each subsequent purchaser that the outdoor equipment is: (1) designed, built, and equipped so as to conform with all applicable regulations; and (2) free from defects in materials and workmanship that cause the failure of a warranted part for a period of two years.

The warranty period begins on the date the outdoor equipment is delivered to an ultimate purchaser or first placed into service.

Subject to certain conditions and exclusions as stated below, the warranty on emission-related parts is as follows:

- Any warranted part that is not scheduled for replacement as required maintenance in the written instructions supplied is warranted for
  the warranty period stated above. If the part fails during the period of warranty coverage, the part will be repaired or replaced by MTD
  Consumer Group Inc according to subsection (4) below. Any such part repaired or replaced under warranty will be warranted for the
  remainder of the period.
- 2. Any warranted part that is scheduled only for regular inspection in the written instructions supplied is warranted for the warranty period stated above. Any such part repaired or replaced under warranty will be warranted for the remaining warranty period.
- 3. Any warranted part that is scheduled for replacement as required maintenance in the written instructions supplied is warranted for the period of time before the first scheduled replacement date for that part. If the part fails before the first scheduled replacement, the part will be repaired or replaced by MTD Consumer Group Inc according to subsection (4) below. Any such part repaired or replaced under warranty will be warranted for the remainder of the period prior to the first scheduled replacement point for the part.
- 4. Repair or replacement of any warranted part under the warranty provisions herein must be performed at a warranty station at no charge to the owner.
- 5. Notwithstanding the provisions herein, warranty services or repairs will be provided at all of our distribution centers that are franchised to service the subject engines or equipment.
- 6. The outdoor equipment owner will not be charged for diagnostic labor that is directly associated with diagnosis of a defective, emission-related warranted part, provided that such diagnostic work is performed at a warranty station.
- 7. MTD Consumer Group Inc is liable for damages to other engine or equipment components proximately caused by a failure under warranty of any warranted part.
- 8. Throughout the off-road engine and equipment warranty period stated above, MTD Consumer Group Inc will maintain a supply of warranted parts sufficient to meet the expected demand for such parts.
- 9. Any replacement part may be used in the performance of any warranty maintenance or repairs and must be provided without charge to the owner. Such use will not reduce the warranty obligations of MTD Consumer Group Inc.
- 10. Add-on or modified parts that are not exempted by the Air Resources Board may not be used. The use of any non-exempted add-on or modified parts by the ultimate purchaser will be grounds for disallowing a warranty claim. MTD Consumer Group Inc will not be liable to warrant failures of warranted parts caused by the use of a non-exempted add-on or modified part.