

Kawasaki-KCM Warranty

KCM CORPORATION the manufacturer of KAWASAKI-KCM Front End Loaders (hereinafter "KCM") hereby warrants that this KAWASAKI-KCM Front End Loader (hereinafter "LOADER") is free from defective material and workmanship under normal and proper use and maintenance.

KCM agrees to repair or replace any part of the loader which, on inspection by KCM, proves defective by reason of improper workmanship or materials within TWELVE (12) months after delivery to the initial user or ONE THOUSAND FIVE HUNDRED (1,500) service meter hours, which ever shall occur first. Such repair or replacement will be provided without charge to the user during normal working hours at an establishment authorized by KCM, but this warranty does not include any costs for transporting the LOADER to such establishment.

Replacement parts provided under terms of this warranty are warranted for the remainder of the warranty period applicable to the LOADER in which they are installed.

This warranty does not apply in respect of damage to or defects caused by overloading or other misuse, neglect or accident, nor does it apply to any product which has been repaired or altered in any way which has not been performed in accordance with Operation Manuals or other Instructions issued by KCM.

This warranty does not apply to accessories or attachments not manufactured by KCM, tires, filter elements and other consumable parts. Existing warranties, if any, of the respective manufacturers thereof shall apply.

KCM SHALL NOT BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR OTHER TYPES OF DAMAGES RESULTING FROM THE USE OF THE LOADER OTHER THAN THE LIABILITY STATED HEREIN.

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