



# JCB Certificate Of Warranty



Subject to the following provisions JCB and the Dealer shall as their sole warranty make good, or cause to be made good by repair or replacement (at JCB's option), free of charge to the buyer at the premises of the Dealer; any defects in JCB's products arising in JCB's opinion, from faulty material or workmanship which shall become apparent within the warranty period (as hereinafter defined).

## I. General

- (a) This warranty applies only when the JCB product is maintained and operated under normal conditions and serviced according to JCB specifications and recommendations. This warranty does not extended to failures , defects or damage subsequently attributed to wear and tear, improper adjustment , neglect, misuse, operation beyond rated or recommended capacity, alterations or specifications, accident, use of lubricants not specified by JCB, or the use of parts or products other than those specified by JCB for required maintenance service or repair
- (b) The buyer must promptly notify the authorized JCB Dealer of any claim under this warranty specifying full particulars of the alleged defect, machine serial number, the hours worked, the date the machine was delivered to the buyer and the date the alleged defect became apparent, and if the authorized JCB Dealer shall so request, the buyer shall return at his cost all defective parts to the authorized JCB Dealer
- (c) This warranty shall cease if:
  - (i) The JCB Machine Installation Checklist found in the operators manual shall not have been returned duly completed to the Dealer from whom the applicable JCB Product was purchased, leased or placed unto a capitalized rental fleet within seven (7) days of the delivery of the JCB Product to the buyer
  - (ii) Any name or number plates or other identification marks on the the JCB Product shall have been removed or defaced

(d) This warranty does not extend to parts, equipment and attachments not manufactured by JCB, but JCB shall, so far as possible, pass to the Buyer the benefit of any warranty of the manufacturer of such parts, equipment and attachments

(e) Some states do not allow the exclusion or limitations of limited warranties or consequential damages, so the limitations or exclusions may not apply to you

This warranty gives you specific legal rights and you may also have other rights that vary from state to state

## I. Warranty Period

(a) The warranty period in relation to JCB Products shall be the following for machines wholesaled after January 1 st, 2007 and retailed after July 9th, 2007

(i) Machines (Backhoes, Loadalls, Articulated Dump Trucks, Articulated Loading Shovels, Rough Terrain Fork Lifts and other machines specified in JCB's Machine Price List) will have a two year or 2000 hour standard manufacture warranty.

3 year structural warranty to include Chassis, Boom, Dipper, Undercarriage, Mainframe, Masts, Loader Arms, Boom Base, Beam, Carriages, Kingpost and Carriage

(ii) Where, within the warranty period of a JCB Product, defective attachment to be replaced with a new attachment, the warranty with respect to the new attachment shall not exceed the unexpired warranty portion of the warranty period of the original JCB Product

(iii) Where, within the warranty period of a JCB Product, a defective part to be replaced with a new Part, the warranty with respect to the new Part shall not exceed the unexpired warranty portion of the warranty period of the original JCB Product

(b) The warranty period shall start:

(i) On the date of delivery to the first Buyer; or

(ii) In the case of lease or rental machines at the time when the Dealer first disposes of the JCB Product by way of lease or rental; or

(iii) In the case of machines previously used as demonstrators, upon initial sale, lease or rental of the machines or upon the reaching of 200 hours of operation, whichever shall occur first

## II Extended Warranty

JCB offers Customers the ability to purchase extended warranty for new JCB Product within the first 12 months (Fastrac only 6 months) of retail. This warranty must be registered by an authorized JCB Dealer via the Assetcare Website. The Customer must retain a copy of the Extended Warranty Certificate for their records and present it to an authorized JCB Dealer at the time of failure within the extended warranty period.

THE EXPRESS WARRANTY HEREIN IS IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTY, CONDITION OR GUARANTEE BY JCB OR THE DEALER WHETHER STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, EXCEPT FOR THE EXPRESS LIABILITY UNDER THIS EXPRESS WARRANTY NEITHER JCB NOR THE DEALER SHALL HAVE ANY OBLIGATION OR LIABILITY FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER LOSS, DAMAGE OR INJURY RESULTING DIRECTLY OR INDIRECTLY FROM THE SALE, LEASE, RENTAL, OR OTHERWISE USE OF JCB PRODUCTS OR RESULTING FROM ANY DEFECTS IN ANY JCB PRODUCTS.