
Cub Cadet LLC (Cub Cadet), The United States Environment Protection Agency (U. S. EPA)

**Emission Control System Warranty Statement
(Owner's Defect Warranty Rights and Obligations)**

The U. S. EPA and Cub Cadet are pleased to explain the emissions control system warranty on your model year 2005 and later small off-road engine. New small off-road engines must be designed, built and equipped to meet the stringent anti-smog standards. Cub Cadet must warranty the emission control system on your engine for the period of time listed below, provided there has been no abuse, neglect or improper maintenance of your small off-road engine.

Your emission control system may include parts such as the carburetor, air cleaner, ignition system, exhaust system, and other associated emission-related components.

Where a warrantable condition exists, Cub Cadet will repair your small off-road engine at no cost to you including diagnosis, parts and labor.

MANUFACTURER'S WARRANTY COVERAGE:

This emissions control system is warranted for two years. If any emission-related part on your engine is defective, the part will be repaired or replaced by Cub Cadet.

OWNER'S WARRANTY RESPONSIBILITIES:

As the small off-road engine owner, you are responsible for the performance of the required maintenance listed in your Owner's Manual. Cub Cadet recommends that you retain all your receipts covering maintenances on your small off-road engine, but Cub Cadet can not deny warranty solely for the lack of receipts or for your failure to ensure the performance to all scheduled maintenance.

As the small off-road engine owner, you should however be aware that Cub Cadet may deny your warranty coverage if your small off-road engine or part has failed due to abuse, neglect, improper maintenance or unapproved modifications.

You are responsible for presenting your lawn mower to Cub Cadet LLC'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 your local Cub Cadet dealer. To reach the Cub Cadet Customer Dealer Referral Line, please call (877) 282-8684.

DEFECTS WARRANTY REQUIREMENTS FOR 1995 AND LATER SMALL OFF-ROAD ENGINES:

This section applies to 1995 and later small off-road engines. The warranty period begins on the date the engine or equipment is delivered to an ultimate purchaser.

(a) General Emissions Warranty Coverage

Cub Cadet must warrant to the ultimate purchaser and each subsequent purchaser that the engine is:

- (1) Designed, built, and equipped so as to conform with all applicable regulations adopted by the Air Resources Board pursuant to its authority in Chapters 1 and 2, Part 5, Division 26 of the Health and Safety Code; and
- (2) Free from defects in materials and workmanship that cause the failure of a warranted part to be identical in all material respects to the part as described in the engine manufacturer's application for certification for a period of two years.

(b) The warranty on emissions-related parts will be interpreted as follows:

- (1) Any warranted part that is not scheduled for replacement as required maintenance in the written instructions required by Subsection (c) must be warranted for the warranty period defined in Subsection (a)(2). If any such part fails during the period of warranty coverage, it must be repaired or replaced by Cub Cadet according to Subsection (4) below. Any such part repaired or replaced under the warranty must be warranted for the remaining warranty period.
 - (2) Any warranted part that is scheduled only for regular inspection in the written instructions required by Subsection (c) must be warranted for the warranty period defined in Subsection (a)(2). A statement in such written instructions to the effect of "repair or replace as necessary" will not reduce the period of warranty coverage. Any such part repaired or replaced under warranty must be warranted for the remaining warranty period.
 - (3) Any warranted part that which is scheduled for replacement as required maintenance in the written instructions required by Subsection (c) must be warranted for the period of time prior to the first scheduled replacement point for that part. If the part fails prior to the first scheduled replacement, the part must be repaired or replaced by Cub Cadet according to Subsection (4) below. Any such part repaired or replaced under warranty must 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 of this article must be performed at no charge to the owner at a warranty station.
 - (5) Notwithstanding the provisions of Subsection (4) above, warranty services or repairs must be provided at all Cub Cadet distribution centers that are franchised to service the subject engines.
 - (6) The owner must not be charged for diagnostic labor that leads to the determination that a warranted part is in fact defective, provided that such diagnostic work is performed at a warranty station.
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(7) The engine manufacturer is liable for damages to other engine components proximately caused by a failure under warranty of any warranted part.

(8) Throughout the engine's warranty period defined in Subsection (a)(2), Cub Cadet 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 Cub Cadet.

(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 shall be grounds for disallowing a warranty claim made in accordance with this article. The engine manufacturer shall not be liable under this article to warrant failures of warranted parts caused by the use of non-exempted add-on or modified part.

(c) Cub Cadet will include a copy of the following emission warranty parts list with each new engine, using those portions of the list applicable to the engine.

(1) Fuel Metering System

- Cold start enrichment system (soft choke)
- Carburetor and internal parts
- Fuel Pump

(2) Air Induction System

- Air cleaner
- Intake manifold

(3) Ignition System

- Spark plug(s)
- Magneto Ignition System

(4) Exhaust System

(5) Miscellaneous Items Used in Above System

- Vacuum, temperature, position, time sensitive valves and switches
- Connectors and assemblies

CUB CADET LLC MANUFACTURER'S LIMITED WARRANTY FOR SNOW THROWERS

The limited warranty set forth below is given by Cub Cadet LLC with respect to new merchandise purchased and used in the United States, its possessions and territories, and by MTD Products Limited with respect to new merchandise purchased and used in Canada and/or its territories and possessions.

For non-commercial use: Cub Cadet warrants this product (excluding *Normal Wear Parts*, as described below) against defects in material and workmanship for a period of three (3) years from the date of original retail purchase or lease.

For commercial uses and applications: Cub Cadet warrants this product (excluding *Normal Wear Parts*, as described below) against defects in material and workmanship for a period of one (1) year from the date of original retail purchase or lease.

"Cub Cadet" will, at its option, repair or replace, free of charge, any part found to be defective in materials or workmanship. This limited warranty shall only apply if this product has been operated and maintained in accordance with the Operator's Manual furnished with the product, and has not been subject to misuse, abuse, neglect, accident, improper maintenance, alteration, vandalism, theft, fire, water, or damage because of other peril or natural disaster. Damage resulting from the installation or use of any part, accessory or attachment not approved by Cub Cadet for use with the product(s) covered by this manual will void your warranty as to any resulting damage.

Normal Wear Parts are warranted to be free from defects in material and workmanship for a period of thirty (30) days from the date of purchase. Normal wear parts include, but are not limited to items such as: belts, skid shoes, shave plates and tires.

HOW TO OBTAIN SERVICE: Warranty service is available, WITH PROOF OF PURCHASE, through your local authorized service dealer. To locate the dealer in your area:

In the U.S.A.

To locate the dealer in your area, check your Yellow Pages, 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 Web site at www.cubcadet.com.

In Canada

Contact MTD Products Limited, Kitchener, ON N2G 4J1, or call 1-800-668-1238 or log on to our Web site at www.mtdcanada.com.

This limited warranty does not provide coverage in the following cases:

- a. The engine or component parts thereof. These items may carry a separate manufacturer's warranty. Refer to applicable manufacturer's warranty for terms and conditions.
- b. Routine maintenance items such as lubricants, filters, blade sharpening, tune-ups, brake adjustments, clutch adjustments, deck adjustments, and normal deterioration of the exterior finish due to use or exposure.

- c. Cub Cadet does not extend any warranty for products sold or exported outside of the United States and/or Canada, and their respective possessions and territories, except those sold through Cub Cadet's authorized channels of export distribution.
- d. Replacement parts that are not genuine Cub Cadet parts.
- e. Service completed by someone other than an authorized service dealer.
- f. Transportation charges and service calls.

No implied warranty, including any implied warranty of merchantability of fitness for a particular purpose, applies after the applicable period of express written warranty above as to the parts as identified. No other express warranty, 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. During the period of the warranty, the exclusive remedy is repair or replacement of the product as set forth above.

The provisions as set forth in this warranty provide the sole and exclusive remedy arising from the sale. Cub Cadet shall not be liable for incidental or consequential loss or damage including, without limitation, expenses incurred for substitute or replacement lawn care services or for rental expenses to temporarily replace a warranted product.

Some states do not allow the exclusion or limitation of incidental or consequential damages, or limitations on how long an implied warranty lasts, so the above exclusions or limitations may not apply to you.

In no event shall recovery of any kind be greater than the amount of the purchase price of the product sold. **Alteration of safety features of the product shall void this 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 misuse or inability to use the product.

This limited warranty shall not extend to anyone other than the original purchaser or to the person for whom it was purchased as a gift.

HOW STATE LAW RELATES TO THIS WARRANTY: This limited warranty gives you specific legal rights, and you may also have other rights that vary in different jurisdictions.

IMPORTANT: Owner must present Original Proof of Purchase to obtain warranty coverage.

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