

## LIMITED WARRANTY FOR NEW RK TRACTORS, RK FRONT-END LOADERS, RK BACKHOES AND RK MID-MOUNT MOWERS

A. GENERAL PROVISIONS: The warranties described below are provided by RK Tractors LLC ("RK") to the original purchases of new RK brand tractors, front-end loaders, backhoes and mid-mount mowers ("Equipment") from any RK retail store location. NO WARRANTY IS PROVIDED BY RK HOLDINGS, LLP. Under the warranties provided by RK, RK will repair or replace, at its option, any covered part which is found to be defective in material or workmanship during the applicable warranty term. Warranty service must be performed at a service center authorized by RK to sell and/or service the type of Equipment involved, which will use only new or remanufactured parts or components furnished or sourced by RK. Warranty service will be performed without charge to the purchaser for parts and labor. The purchaser will be responsible, however, for any service call and/or transportation of any Equipment or Product to and from the service center's place of business, and for any service and/or maintenance not directly related to any defect covered under the warranties below. These warranties are transferable provided an authorized RK service center is notified of the ownership change, and RK approves the transfer in writing.

B. WHAT IS WARRANTED: Subject to the Length of Warranty Chart below, as amended from time to time, acknowledging limitations on the term of warranty, all parts of any new RK Equipment, except tires and wheels (which are warranted under separate documents provided with each product), are warranted for the number of months or operating hours specified below. Warranty statements required by law covering engine emissionrelated parts and components, which shall not be less than the engine warranty, are found in the operator's manual delivered with the equipment. Included in the RK Tractors Powertrain Warranty - Engine: cylinder block, cylinder head, valve covers, oil pan, timing gear covers, flywheel housing, emission control components and all parts contained therein. Powertrain: Transmission, transmission case, differential and axle housing, clutch housing, MFWD front axle assembly, and all parts contained therein. The Powertrain Warranty does not include external drivelines, dry clutch parts, or steering cylinders including but not limited to the HST assembly (HST pump), HST damper plate, and the HST damper assembly. C. WHAT IS NOT WARRANTED - RK IS NOT RESPONSIBLE FOR THE FOLLOWING: (1) Used equipment; (2) Any Equipment that has been altered or modified in ways not approved by RK, including but not limited to setting injection pump fuel delivery above RK or manufacturer specifications; (3) Depreciation or damage caused by normal wear and tear, lack of reasonable or proper maintenance, failure to follow operating instructions, misuse, lack of proper protection during storage, or accident; (4) Normal maintenance parts and service including, but not limited to, light bulbs, filters (oil, fuel, air and hydraulic), belts, motor brushes, brakes, fuses and switches, clutch linings, engine tune-up, wheel alignment, blade sharpening and lubrication. Purchasers have a duty to maintain maintenance records. In RK's sole and absolute discretion, RK may request documentation of maintenance. Failure to maintain and provide maintenance records upon request, at the option of RK, shall void all warranty and prohibit all warranty claims.

D. SECURING WARRANTY SERVICE - To secure warranty service, the original purchaser or a subsequent purchaser to whom the applicable warranty has been properly transferred as described above must (1) Report the product defect in writing to an authorized RK tractors service center and request repair within the applicable warranty period (2) Present written evidence that the warranty registration for the particular piece of Equipment has been completed and indicate the warranty start date, and (3) Bring the Equipment to an [authorized] RK service center within five (5) business days and prior to the expiration of the applicable warranty period.

E. LIMITATION OF IMPLIED WARRANTIES AND OTHER REMEDIES -EQUIPMENT - To the extent permitted by law, neither RK nor any business entity affiliated with RK ("RK Affiliate"), nor any director, officer, employee, or member of RK or any RK Affiliate, make(s) any warranties, representations or promises as to the quality, performance or freedom from defect of the Equipment covered by the warranties described herein. Except as described in this Limited Warranty, no other warranty is provided and ALL OTHER WARRAN-TIES ARE DISCLAIMED, INCLUDING BUT NOT LIMITED TO ALL EXPRESS AND IMPLIED WARRANTIES, WARRANTY OF MERCHANTIBILI-TY AND FITNESSFOR A PARTICULAR PURPOSE. All existing warranties, including IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE EXTENT APPLICABLE, SHALL BE LIMITED IN DURATION TO THE APPLICABLE PERIOD OF WARRANTY SET FROTH HEREIN. Unless otherwise prohibited by law, THE PURCHASER'S ONLY REMEDIES IN CONNECTION WITH THE BREACH OR PERFORMANCE OF ANY WARRANTY OF THE EQUIPMENT ARE THOSE SET FORTH HEREIN. IN NO EVENT WILL THE SERVICE CENTER, RK OR ANY RK AFFILIATE OR AGENT THEREOF BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES (IN-CLUDING BUT NOT LIMITED TO, LOSS OF REVENUE, LOSS OF USE, LOAN PAYMENTS, COST OF RENAL OR SUBSTITUTE EQUIPMENT, INSURANCE COVERAGE, STORAGE, LODGING, TRANSPORTATION, FUEL, MILEAGE AND COMMUNICATION COSTS). (Note: some states do not allow limitations on how long and implied warranty lasts or the exclusion or limitation of incidental or consequential damages so the above limitations and exclusions may not apply to you, but they are intended to apply to the greatest extent permitted by law.) This warranty gives you the specific legal rights, and you may also have other rights which vary from state to state. NEI-THER DEALER, NOR ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES ARE AUTHORIZED TO PROVIDE ANY ORAL WARRANTY, OR ASSUME AND ADDITIONAL OBLIGATIONS OR LIABILITIES IN CONNECTION WITH SALE OR RESALE OF THE PRODUCTS. ANY ORAL STATEMENT MADE BY DEALER OR ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES REGARDING THE PRODUCTS NO NOT CONSTITUTE WARRANTIES, MAY NOT BE RELIED UPON AS SUCH BY THE PURCHASER, AND ARE NOT PART OF ANY WARRANT. If further information is desired, contact your RK Tractors Store.

## **LENGTH OF WARRANTY COVERAGE - EFFECTIVE FEBRUARY 2019**

COVERAGE IS DETERMINED FROM DATE OF DELIVERY TO THE CUSTOMER BY MONTHS OR HOURS, WHICHEVER COMES FIRST

EQUIPMENT TYPE	ALL AGGREGATES	POWERTRAIN
Government & Non-Institutional Use Only*		
Tractors - RK19, RK24, RK37, RK55 Series	24 Months or 2000 Hours	96 Months or 3000 Hours
Tractors - RK74 Series	24 Months or 2000 Hours	60 Months or 3000 Hours
All Other Use		
Tractors - RK19, RK24, RK37, RK55 Series	24 Months or 2000 Hours	36 Months or 3000 Hours
Tractors - RK74 Series	24 Months or 2000 Hours	36 Months or 3000 Hours
Tractor Implements, Tire & Wheels, Batteries		
Loaders, Backhoes, Mid-Mount Mowers	12 Months	Not Applicable
Tires and Wheels	12 Months	Not Applicable
Batteries	12 Months	Not Applicable

\* Definition of Non-Institutional Use: RK Tractors Equipment and associated products that is purchased and exclusivily used for personal, consumer type of homeowner usage, non-institutional farming or other small business use which does not include demolition, paving, bulldozing, mining, quarry operations, commercial construction, gravel yard or commercial forestry operations.