CUB CADET LLC LIMITED WARRANTY - SPREADER

LIMITED WARRANTY

The limited warranty set forth herein is given by Cub Cadet LLC with respect to a new Spreader (hereinafter "Attachment") purchased and used in the United States and/or Canada to the Initial Purchaser (as defined herein). For Canadian sales, the warranty is provided by MTD Products Limited.

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 Attachment will be free from manufacturing defects (including workmanship and materials). The "Initial Purchaser" is the first person to purchase this new Attachment from an authorized Cub Cadet dealer, distributor and/or retailer of such products. This limited warranty is non-transferrable. Except as otherwise set forth herein, the limited warranty period for this new Attachment purchased by the Initial Purchaser is **one** (1) year from the date of purchase as shown on the original sales receipt for the product ("Warranty Period").

Defects in Workmanship or Materials

Except for the Exclusions, this Attachment 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 Attachment:

- 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 Attachment. This Attachment is not intended for rental or commercial use.

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 4J1, 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 Attachment. 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. Product purchased outside of the United States or Canada.
- Damage due to lack of maintenance and/or improper maintenance as described in the operator's manual
- 3. Normal wear and tear resulting from use of the product.
- 4. Any expendable, consumable, or routine maintenance item which needs replacement or service as part of normal maintenance, unless such items have defects that cause failure or premature wear within the first thirty (30) days of purchase. Normal wear items include but are not limited to, tires, fuses, blades, batteries, belts, hoses, string trimmer line, engine oil, hydraulic oil, grass bags, and other consumable items where applicable, or adjustments, such as clutch, brake or deck adjustments or tune-ups.

- 5. 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 Attachment or any use inconsistent with and/or non-compliant with instructions contained in the Operator's Manual.
- Any Attachment that has been altered or modified in a manner not consistent with the original design of the Attachment or in a manner not approved by Cub Cadet LLC.
- 7. Paint repairs or replacements for defective paint (including materials and application) are covered for a period of three (3) months; provided however, that this limited warranty for defective paint does not apply to and shall not cover damage(s) to the paint application resulting from exposure to weather conditions and/or resulting from normal use of the Attachment, including misuse.

This warranty does not cover and Cub Cadet LLC disclaims any responsibility for:

- 1. Loss of time or loss of use of the Attachment.
- Transportation costs and other expenses incurred in connection with the transport of the Attachment 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.
- Damage resulting from the installation or use of any accessory or part not approved by Cub Cadet for use with the Attachment.

Limitations:

- 1. 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 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

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.