

The SureStart Guarantee® Provisions of Your Limited Warranty

In addition to the other terms and conditions of the Limited Warranty applicable to your new mower, Cub Cadet LLC ("Cub Cadet") hereby warrants that your mower's engine will start on the first or second attempt by an able-bodied adult (subject to the limitations described below) for the duration of the manufacturer's limited warranty applicable to your product. If the engine on your mower fails to conform to this limited warranty, Cub Cadet will cover the cost of parts and labor associated with any adjustments and/or repairs necessary to return your engine to its warranted condition. In order to make a claim under these provisions of your warranty, you must bring the product and proof of purchase to an authorized Cub Cadet service provider. In many cases, the retailer who sold you your mower is not equipped to provide warranty service, so please locate the authorized service dealer nearest you by either calling the phone number provided in your Operators Manual or looking up an authorized service dealer on-line at www.cubcadet.com.

Items and Conditions Not Covered

The SureStart Guarantee® does not cover and/or apply to the following:

- Cost of regular maintenance service or parts, such as filters, fuel, lubricants, oil changes, spark plugs, air filter, blade sharpening, worn blades, cable/linkage adjustments, or brake and clutch adjustments
- Transportation costs to and from an authorized Cub Cadet service provider
- Any engine used for commercial, rental, institutional, governmental, or non-residential applications
- Any product or part that has been altered or misused or required replacement or repair due to misuse, accidents, or lack of proper maintenance
- Repairs necessary due to improper battery care, electrical supply irregularities, or failure to properly prepare the mower prior to any period of non-use over three months
- Pickup and/or delivery charges
- Operational misuse, neglect, accidents, unauthorized repairs or attempted repairs of the engine or its components by anyone other than an authorized Cub Cadet service provider.

- Repairs or adjustments to correct starting difficulties due to any of the following: failure to follow proper maintenance procedures rotary mower blade striking an object contaminants in the fuel system improper fuel or fuel/oil mixture (consult your Operator's Manual if in doubt) failure to drain the fuel system prior to any period of non-use over three months
- Any starting problem which results from the use of inappropriate fuels, lubricants, or additives
- Special conditions or circumstances that normally require more than two pulls to start, specifically: 1) First start-up following your initial purchase, 2) first time starts after extended period(s) of non-use over one month or seasonal storage, 3) cool temperature starts such as those found in early spring and late autumn, and 4) difficult starting that results from the operator's failure to follow the proper starting procedures identified in the Operator's Manual. If you are having difficulty starting your unit, please check the Operator's Manual to ensure that you are using the correct starting procedures. This can save an unnecessary visit to a Service Dealer.

Owner Responsibilities

You must maintain your mower (including its engine) by following the maintenance procedures and starting instructions described in the Operator's Manual. Such routine maintenance, whether performed by a dealer or by you, is at your expense. In addition, please retain your proof of purchase and service receipts as these may be required to validate a claim.

General Conditions

An authorized Cub Cadet service provider using approved replacement parts must perform all repairs covered by the SureStart Guarantee®. Repair by an Cub Cadet authorized service dealer is your sole remedy under this warranty. Cub Cadet is not liable for indirect, incidental, or consequential damages in connection with the use of the products covered by these warranties, including any cost or expense of providing substitute equipment or service during reasonable periods of malfunction or non-use pending completion of repairs under this warranty.

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

CUB CADET LLC MANUFACTURER'S LIMITED WARRANTY FOR WALK-BEHIND MOWERS

IMPORTANT: To obtain warranty coverage owner must present an original proof of purchase and applicable maintenance records to the servicing dealer. Please see the operator's manual for information on required maintenance and service intervals.

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

This warranty is in addition to any applicable emissions warranty provided with your product.

Cub Cadet warrants this product (excluding its *Normal Wear Parts* and *Batteries*, as described below) against defects in material and workmanship for a period of three (3) years, commencing on the date of original retail purchase or lease and will, at its option, repair or replace, free of charge, any part found to be defective in materials or workmanship.

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 original purchase or lease. Normal wear parts include, but are not limited to items such as: belts, blades, blade adapters, grass bags, engine oil, air filters, spark plugs and wheels.

Batteries have a one-year prorated limited warranty against defects in material and workmanship, with 100% replacement during the first three months. After three months, the battery replacement credit is based on the months remaining in the twelve (12) month period dating back to the original date of original sale or lease. Any replacement battery will be warranted only for the remainder of the original warranty period.

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, commercial use, 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. In addition, Cub Cadet may deny warranty coverage if the hour meter, or any part thereof, is altered, modified, disconnected or otherwise tampered with.

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

in the U.S.A.

Check your Yellow Pages, or contact Cub Cadet LLC at P.O. Box 361131, Cleveland, Ohio 44136-0019, call 1-877-282-8684 or log on to our website at www.cubcadet.com.

<u>In Canada</u>

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

Without limiting the foregoing, this limited warranty does not provide coverage in the following cases:

- a. 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.
- Service completed by someone other than an authorized service dealer.
- 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.
- Replacement parts and\or accessories that are not genuine Cub Cadet parts.
- e. Transportation charges and service calls.
- f. Cub Cadet does not warrant this product for commercial use.

There are no implied warranties, including without limitation any implied warranty of merchantability or fitness for a particular purpose. No warranties shall apply after the applicable period of express written warranty above. No other express warranties beyond those mentioned above, given by any person or entity, including a dealer or retailer, with respect to any product, shall bind Cub Cadet. The exclusive remedy is repair or replacement of the product as set forth above.

The terms of this warranty provide the sole and exclusive remedy arising from the sale and/or lease of the products covered hereby. Cub Cadet shall not be liable for any 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 jurisdictions 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 LOCAL LAWS RELATE TO THIS WARRANTY: This limited warranty gives you specific legal rights, and you may also have other rights that vary in different jurisdictions.

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