
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.

(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