

MOROOKA USA East

LIMITED WARRANTY

ISSUING DATE 07/01/2008

Thank you for your patronage! Morooka USA East (“Morooka”) is the premier distributor of hydrostatic transmission controlled, rubber-tracked carriers (“Morooka Carrier”) in the world. As part of our commitment to quality and reliability, Morooka provides to you , at no extra charge, limited warranty coverage for your new Morooka Carrier.

YOU MUST RETURN THE ENCLOSED WARRANTY REGISTRATION CARD TO ACTIVATE YOUR WARRANTY.
RETURN TO:

MOROOKA USA East
11191 Air Park Road
Ashland, Virginia 23005
USA

I. Limited Warranty

Morooka warrants the original parts and components of any Morooka Carrier sold by it to be free from defects in material and workmanship. MOROOKA’S SOLE LIABILITY UNDER THIS LIMITED WARRANTY shall be that Morooka , at its option, will repair or replace any part or component that are found to be defective in material or workmanship, with the exception of parts and components identified in Section IV “Exclusions from Limited Warranty”. An authorized Morooka dealer or representative must perform all warranty work. The repair or replacement will be at no charge for either the part or the labor, excluding overtime, to repair or replace that part during the applicable warranty period.

II. Term of Limited Warranty

The limited warranty on the new Morooka Carrier shall extend for (a) twelve (12) months after the date of delivery to the purchaser from Morooka or an authorized dealer or (b) until the Morooka Carriers’s electronic control module (“ECM”) exceeds 1000 hours, whichever comes first.

The limited Warranty shall terminate upon the expiration of the limited warranty period.

III. Party Covered By Limited Warranty

This Limited Warranty shall extend to the initial purchase of the Morooka Carrier and any other person or entity to which title to the Morooka Carrier is transferred during the applicable warranty term.

IV. Exclusions from Limited Warranty

The limited Warranty ***does not*** cover the following parts or components:

1. Engine (including engine block assembly and all internal lubricated parts enclosed therein). Morooka agrees to pass through to purchaser the warranty, if any, originally provided to Morooka by the original manufacturer of these OEM Parts, subject to the respective terms, conditions, and limitations.

2. Any part or component that has been subjected to abuse, misuse, unauthorized modifications or repairs, and neglected maintenance. Please refer to the Operator's Manual included with your equipment for Maintenance Guidelines and procedures.

3. Any part or component damaged in an accident or natural calamity

4. Any part or component that fails or is damaged from attachments, accessory items, and parts not sold or approved by Morooka

5. Expendable and wear items that would normally be replaced within the limited warranty period due to normal wear and tear including, but not limited to, filters (air, fuel, oil, hydraulic), brake linings, window glass, light bulbs, belts, etc. Additionally, the Morooka warranty covers workmanship defects but does not warranty wear and tear on undercarriage components including bottom rollers, sprockets, idlers, top carrier rollers, pivot shafts, bushings and rubber tracks.

Some components (i.e. sprockets, idlers and rollers) are engineered to wear more rapidly to avoid damage to the rubber tracks.

6. The Rubber Tracks are warranted on the following schedule:

- a. 0 to 3 months or 0-250 hours, whichever is less: 100% replacement
- b. 3-6 months or 251-500 hours, whichever is less: 75% replacement
- c. 6-9 months or 501-750 hours whichever is less 50% replacement
- d. 9-12 months or 751-1000 hours, whichever is less: 25% replacement

If the equipment has been used extensively on inappropriate terrain, rubber track warranty terms may be modified at the discretion of Morooka USA East.

Furthermore, the Limited Warranty does not cover the following:

- Pickup, towing, or delivery of the Morooka Carrier, parts, or components.
- Rental of replacement equipment during the repair period.
- Products that have been declared a total loss and subsequently salvaged.
- Overtime labor charges.
- Freight charges for replacement parts.
- Travel time or mileage.

V.Disclaimer

YOUR MOROOKA LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE. MOROOKA USA East (MOROOKA) DOES NOT AUTHORIZE ANY PERSON TO CREATE FOR MOROOKA ANY OBLIGATION OR LIABILITY OTHER THAN THAT STATED IN THE LIMITED WARRANTY.

THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS EXPRESSLY LIMITED TO THE TERM OF THE EXPRESS WRITTEN LIMITED WARRANTY. UNDER NO CIRCUMSTANCES SHALL MOROOKA BE LIABLE TO THE PURCHASER OR ANY OTHER PERSON OR ENTITY FOR ANY CONSEQUENTIAL, INCIDENTAL, ECONOMIC, DIRECT, INDIRECT, GENERAL, OR SPECIAL DAMAGES ARISING OUT OF ANY BREACH OF WARRANTY, EXPRESS OR IMPLIED.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. MOROOKA MAKES NO WARRANTY FOR OEM PARTS, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE SOLE WARRANTY, IF ANY SHALL BE THAT OF ITS MANUFACTURER.

IF OTHERWISE APPLICABLE, THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN THIS ENTIRETY.

VI.Purchaser Responsibility

It is the purchaser's responsibility to maintain the Morooka Carrier in accordance with the instructions provided in the Operator's Manual. Morooka recommends that you keep records and receipt; you may be asked to prove that the maintenance instructions have been followed.

It is also your responsibility to operate the equipment in a safe manner, and for the use for which it was designed. If a defect in materials or workmanship occurs, it is your responsibility to cease operating the equipment until repairs are made. Damage, which occurs from continued operation, may not be

covered by this warranty. You should contact your authorized Morooka dealer immediately so that repairs can be made in a timely manner.

VII. Procedure for Obtaining Warranty Service

To obtain warranty service under the terms and conditions of the Limited Warranty, you must notify an authorized Morooka dealer or Morooka USA East (telephone 1-877-667-6652) of the defect within ten (10) days of discovery, along with proof of purchase, and serial number.

Morooka recommends that you take your equipment to the dealer from whom it was purchased for the warranty repair. If that is inconvenient, it may be taken to any authorized Morooka dealer. However, the dealer's own customers may have priority.

In those cases in which it is inconvenient to deliver the equipment to the dealer, the warranty repairs may be made by the dealer at the purchaser's location. However, please note that the dealer may charge for either pickup & delivery, or for travel time and mileage. These charges are not covered under the Morooka Limited Warranty but are the purchaser's responsibility.

VIII. Right To Make Changes

Morooka reserves the right to make any changes to a Morooka product at any time without incurring any obligation with respect to any product previously ordered, sold, or shipped.

##