

36 MONTH LIMITED WARRANTY For ABI Force z23s

NOTE: TERMS & CONDITIONS FOR 3-YEAR UNLIMITED HOURS RESIDENTIAL, COMMERCIAL, AND RENTAL KOHLER COMMAND PRO EFI ENGINE WARRANTY FOLLOW THE CHASSIS TERMS & CONDITIONS

ABI FORCE z23s CHASSIS & ATTACHMENTS TERMS & CONDITIONS

"ABI" means ABI Attachments, Inc. 520 S Byrkit Ave, Mishawaka, Indiana 46544, 877.788.7253. The ABI FORCE® is warrantied for thirty-six (36) months, from the original consumer invoice date, against defects in materials and/or workmanship when put to normal and designed consumer or commercial use. However, rental usage is warranted for 24 months. This warranty is only valid on new equipment to the original purchaser with proof of purchase.

The warranty holder is responsible for performing reasonable and proper maintenance. The warranty holder is further responsible for performing replacement of normally wearing parts, including ground-engaging components of optional attachments at additional consumer expense. Attachments and options purchased and approved by ABI for use on the ABI Force® are also covered under this thirty-six (36) month term. ABI in no way warrants engines, hydraulic motors, hydraulic pumps, tires, or other trade accessories since these items are warranted separately by their respective manufacturers; however ABI will assist in the processing of these limited warranty claims. (Generally: Engine is limited 36-months, Hydraulic Motors and Pumps are limited 12-months, Optional Michelin Tweels are "life" of the original usable tread or limited 36-months)

ABI's obligation and or liability, under this warranty, of any product defect or claim for injury or damages is limited to repair or replacement of the product, or payment of the reasonable cost of repair or replacement of the product, at ABI's sole discretion. During the warranty period, warranty parts or replacement product will ship by a standard method at no charge to the warranty holder, in the United States & Canada only. Expedited shipping of warranty parts or replacement product is the responsibility of the warranty holder.

To secure warranty service the warranty holder must, (1) report the defect immediately to ABI customer service for warranty consideration within the applicable warranty term in writing and discontinue use of the product; (2) present photographic evidence of the warranty claim and valid proof of purchase; (3) return the product or part to ABI or independent service technician within 30 days of defect discovery or failure for return, inspection or repair, if required. If ABI is unable to repair the product to conform to the warranty after a reasonable number of attempts, ABI will provide, at its option, one of the following: (a) a replacement for the product or, (b) a full refund of the purchase price. Repair, replacement, or refunds are the warranty holder's EXCLUSIVE remedies against ABI under this limited warranty.

ABI IS NOT RESPONSIBLE FOR THE FOLLOWING: (1) Equipment purchased used; (2) Any equipment that has been altered or modified in ways not approved by ABI, including, but not limited to, unauthorized repair, and acts of God; (3) Depreciation or damage caused by normal wear, damage due to inadequate maintenance, lack of reasonable and proper maintenance, failure to follow operating instructions/recommendations; misuse, abuse, lack of proper protection during storage or use, vandalism, the elements, freezing of any kind, collision or accident; (4) Normal maintenance/wear parts and/or service, including but not limited to cables, chains, switches, pins, bolts, tires, rims, bearings, and ground-engaging components. Periodic replacement of normally wearing parts and ground-engaging components of chassis and options are the responsibility of the warranty holder.

To the extent permitted by law, the limited warranty stated above is the exclusive warranty given by ABI, to the original purchaser, and ABI disclaims any other warranties. There are no other warranties, either expressed or implied, including any warranty of merchantability, fitness for a particular purpose, or arising from a course of dealing or trade usage. ABI shall not be liable in any event for incidental or consequential or other special damages under any theory of strict liability or negligence, or expenses of any kind, including, but not limited to, personal injury, damage to property, cost of equipment rentals, loss of profit, or cost of hiring services to perform tasks normally performed by these products. ABI reserves the right to make improvements in design or changes in specifications at any time, without incurring any obligation to owners of units previously sold.

Some jurisdictions do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages so the above limitations and exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights, which vary from jurisdiction to jurisdiction.

Owner Responsibilities:

You must maintain your ABI Product by following the maintenance procedures described in the Operator's Manual. Such routine maintenance, whether performed by a dealer or by you, is at your expense. Parts scheduled for replacement as required maintenance ("Maintenance Parts"), are warranted for the period of time up to the scheduled replacement time for that part. Failure to perform required maintenance and adjustments can be grounds for disallowing a warranty claim.

Items & Conditions Not Covered:

Not all product failures or malfunctions that occur during the warranty period are defects in materials or workmanship. This warranty does not cover the following:

- Product failures which result from the use of non-ABI approved replacement parts, or from installation and use of add-on, or modified non-ABI approved branded accessories and products.
- Product failures which result from failure to perform recommended maintenance and/or adjustments. Failure
 to properly maintain your ABI product per the Recommended Maintenance listed in the Operator's Manual
 can result in claims for warranty being denied.
- Product failures which result from operating the Product in an abusive, negligent, or reckless manner.
- Pickup and delivery charges unless otherwise specified
- Parts subject to consumption through use unless found to be defective. Examples of parts which are
 consumed, or used up, during normal Product operation include, but are not limited to, bearings (sealed or
 greasable), spark plugs, caster wheels and bearings, tires, filters, mats, pins, tips, shanks, and
 ground-engaging components.
- Failures caused by outside influence. Conditions considered to be outside influence included, but are not limited to: weather, storage practices, contamination, use of unapproved fuels, coolants, lubricants, additives, fertilizers, water, or chemicals, etc.
- Failure or performance issues due to the use of fuels (e.g. gasoline, diesel, or biodiesel) that do not conform to their respective industry standards.
- Normal noise, vibration, wear and tear, and deterioration. Normal "wear and tear" includes, but is not limited to: damage to pads due to wear or abrasion, worn painted surfaces, scratched decals, etc.

No Dealer Warranty:

The selling dealer makes no warranty of its own and the dealer has no authority to make any representation or promise on behalf of ABI, or to modify the terms or limitations of this warranty in any way.

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LIMITED WARRANTY, COMMAND PRO EFI ENGINE

Kohler Co. warrants to the original retail consumer that each new engine will be free from manufacturing defects in materials or workmanship for the applicable coverage period as set forth below, beginning on date of purchase; provided the engine is operated and maintained in accordance with Kohler Co.'s instructions and manuals.

Type of use:

- Residential 3 Years Unlimited Hours
- Commercial/Rental 3 Years Unlimited Hours

Our obligation under this warranty is expressly limited, at our option, to the replacement or repair of such part or parts as inspection shall disclose to be defective at Kohler Co., Kohler, Wisconsin 53044, or at a service facility designated by Kohler Co.

EXCLUSIONS:

Mufflers on engines used commercially (non-residential) are warranted for one (1) year from date of purchase, except catalytic mufflers, which are warranted for two (2) years.

The following items are not covered by this warranty:

- Damage caused as a result of an accident or casualty.
- Failures caused by faulty repairs made by others.
- Failures caused by use of non-Kohler replacement service parts.
- Transportation charges in connection with the repair or replacement of defective parts.

- Repairs caused from improper storage, old or contaminated fuel left within the fuel system (tanks, fuel lines
 or carburetor).
- Damage caused from unreasonable use or neglect, normal wear, or premature wear from improper maintenance.
- Engine accessories such as fuel tanks, clutches, transmissions, power drive assemblies, and batteries, unless supplied or installed by Kohler Co. These are subject to the warranties, if any, of their manufacturers.

IMPLIED OR STATUTORY WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY LIMITED TO THE DURATION OF THIS WRITTEN WARRANTY. WE MAKE NO OTHER EXPRESS WARRANTY, OR IS ANYONE AUTHORIZED TO MAKE ANY ON OUR BEHALF. KOHLER CO. AND/OR THE SELLER SHALL NOT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.

Some states or countries do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from country to country, or state to state within U.S.A.

TO OBTAIN WARRANTY SERVICE:

Original retail consumer must bring the engine to an authorized Kohler dealer found by visiting www.KohlerEngines.com or telephone 1-800-544-2444 (U.S.A. and Canada).

Warranty Conditions-Australia:

The benefits given to you under this warranty are in addition to other rights and remedies that you have under Australian law in relation to the goods. All costs associated with claiming under this warranty must be borne by the consumer, including transport costs incurred in the repair or replacement of any defective part. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

Kohler Co. Service Agent in Australia: EPG Engines 31 Powers Road Seven Hills, NSW, 2147 61 2 9830 2295 61 1800 069 399 www.epgengines.com.au ENGINE DIVISION, Kohler Co., Kohler Wisconsin

B) CALIFORNIA AND FEDERAL EXHAUST AND EVAPORATIVE EMISSIONS CONTROL WARRANTY STATEMENT YOUR WARRANTY RIGHTS AND OBLIGATIONS

The California Air Resources Board, US Environmental Protection Agency ("US EPA") and Kohler Co. are pleased to explain the exhaust and evaporative emissions control systems warranty on your 2018-2020 Small Off-Road Engine ("SORE") and engine powered equipment as applicable. In California and the USA, new equipment that use SORE must be designed, built and equipped to meet California and US EPA stringent anti-smog standards. Kohler Co. must warrant the emission control systems on your SORE and engine powered equipment for the period listed below provided there has been no abuse, neglect or improper maintenance of your SORE or engine powered equipment leading to the failure of the emission control systems.

Your exhaust emission control systems may include parts such as carburetors, fuel-injection systems, the ignition system, and catalytic converters. Also included may be an evaporative emission control system which may include parts such as fuel tanks, fuel lines (for liquid fuel and vapors), fuel caps, valves, carbon canisters, clamps, connectors, and other associated components.

MANUFACTURER'S WARRANTY COVERAGE:

The 1995 and later SORE exhaust and evaporative emission control systems are warranted for three years. If any exhaust or evaporative emission-related part on your SORE or engine powered equipment is defective, the part will be repaired or replaced by Kohler Co.

OWNER'S WARRANTY RESPONSIBILITIES:

As the SORE or engine powered equipment owner, you are responsible for the performance of the required maintenance listed in your owner's manual. Kohler Co. recommends that you retain all receipts covering maintenance on your SORE or engine powered equipment, but Kohler Co. cannot deny warranty coverage solely for the lack of receipts. As the SORE or engine powered equipment owner, you should however be aware that Kohler Co. may deny you warranty coverage if your SORE or engine powered equipment or a part has failed due to abuse, neglect, improper maintenance or unapproved modifications.

You are responsible for presenting your SORE or engine powered equipment to a Kohler Co. distribution or service center as soon as a 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 a Kohler Dealer at 1-800-544-2444 or visit www.kohlerengines.com.

GENERAL EMISSIONS WARRANTY COVERAGE:

The warranty period begins on the date the engine or equipment is delivered to an ultimate purchaser. Kohler Co. warrants to the ultimate purchaser and each subsequent purchaser that the engine is: Designed, built, and equipped so as to conform with all applicable regulations adopted by the Air Resources Board and US EPA; and 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 the warranty period stated above.

The warranty on emissions-related parts is as follows:

- (1) Any warranted part that is not scheduled for replacement as required maintenance in the owner's manual supplied, is warranted for the warranty period stated above. If any such part fails during the period of warranty coverage, the part will be repaired or replaced by Kohler Co. at no charge to the owner. Any such part repaired or replaced under the warranty will be warranted for the remaining warranty period.
- (2) Any warranted part that is scheduled only for regular inspection in the owner's manual supplied, is warranted for the warranty period stated above. Any such part repaired or replaced under warranty will be warranted for the remaining warranty period.
- (3) Any warranted part that is scheduled for replacement as required maintenance in the owner's manual supplied, is 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 will be repaired or replaced by Kohler Co. at no charge to the owner. Any such part repaired or replaced under warranty will be warranted for the remainder of the period prior to the first scheduled replacement point for the part.
- (4) 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 by the ultimate purchaser will be grounds for disallowing a warranty claim. The manufacturer will not be liable to warrant failures of warranted parts caused by the use of a non-exempted add-on or modified part.

PARTS COVERED BY WARRANTY:

Listed below are the parts (if equipped) covered by the Federal and California Emission Control Systems Warranty. Some parts listed below may require scheduled maintenance and are warranted up to the first scheduled replacement point for that part.

- Oxygen sensor
- Intake manifold
- Exhaust manifold
- Catalytic muffler
- Thermal reactor muffler
- Spark advance module
- Crankcase breather
- Air Injection System
 - Air pump or pulse valve assembly
 - o Control/distribution valve
 - Distribution manifold
 - o Air hoses
 - Vacuum lines
- Ignition module(s) with high tension lead
- Gaseous fuel regulator
- Electronic control unit
- Carburetor or fuel injection system
- Fuel metering valve
- Air filter, fuel filter, and spark plugs (only to first scheduled replacement point)

- Evaporative System
 - o Carbon canister and carbon canister mounting bracket
 - Carbon canister filter
 - Purge port/orifice connector
 - Fuel tank
 - Fuel cap and fuel cap gasket
 - o Primer bulb canister
 - Fuel line (for liquid fuel and fuel vapors), fuel line fittings and clamps -Carburetor purge port connector

Limitations:

This Emission Control Systems Warranty shall not cover any of the following:

- a. Consequential damages such as loss of time, inconvenience, loss of use of the engine or equipment, etc.
- b. Diagnosis and inspection fees that do not result in eligible warranty service being performed.

C) CALIFORNIA AND FEDERAL EXHAUST EMISSION CONTROL WARRANTY STATEMENT YOUR WARRANTY RIGHTS AND OBLIGATIONS

The California Air Resources Board, US Environmental Protection Agency ("US EPA") and Kohler Co. are pleased to explain the exhaust emission control systems warranty on your 2018-2020 Off-Road Large Spark-Ignition engine displacing less than 1 liter ("LSI <1L") and engine powered equipment as applicable. In California and the USA, LSI <1L must be designed, built and equipped to meet California and US EPA stringent anti-smog standards. Kohler Co. must warrant the emission control systems on your LSI <1L for the period listed below provided there has been no abuse, neglect or improper maintenance of your LSI <1L.

Your exhaust emission control systems may include parts such as carburetors, fuel-injection systems, the ignition system, and catalytic converters.

MANUFACTURER'S WARRANTY COVERAGE:

The 1995 and later LSI <1L exhaust emission control system is warranted for three years. If any exhaust emission-related part on your LSI <1L is defective, the part will be repaired or replaced by Kohler Co.

OWNER'S WARRANTY RESPONSIBILITIES:

As the LSI <1L owner, you are responsible for the performance of the required maintenance listed in your owner's manual. Kohler Co. recommends that you retain all receipts covering maintenance on your LSI <1L, but Kohler Co. cannot deny warranty solely for the lack of receipts. As the LSI <1L owner, you should however be aware that Kohler Co. may deny you warranty coverage if your LSI <1L or a part has failed due to abuse, neglect, improper maintenance or unapproved modifications.

You are responsible for presenting your LSI <1L to a Kohler Co. distribution or service center as soon as a 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 Kohler Dealer at 1-800-544-2444or visit www.KohlerEngines.com.

GENERAL EMISSIONS WARRANTY COVERAGE:

The warranty period begins on the date the engine or equipment is delivered to an ultimate purchaser. Kohler Co. warrants to the ultimate purchaser and each subsequent purchaser that the engine is:

Designed, built, and equipped so as to conform with all applicable regulations adopted by the Air Resources Board and US EPA; and 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.

The warranty on emissions-related parts is as follows:

- 1. Any warranted part that is not scheduled for replacement as required maintenance in the owner's manual supplied, is warranted for the warranty period stated above. If any such part fails during the period of warranty coverage, the part will be repaired or replaced by Kohler Co. at no charge to the owner. Any such part repaired or replaced under the warranty will be warranted for the remaining warranty period.
- 2. Any warranted part that is scheduled only for regular inspection in the owner's manual supplied, is warranted for the warranty period stated above. Any such part repaired or replaced under warranty will be warranted for the remaining warranty period.

- 3. Any warranted part that is scheduled for replacement as required maintenance in the owner's manual supplied, is 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 will be repaired or replaced by Kohler Co. at no charge to the owner. Any such part repaired or replaced under warranty will be warranted for the remainder of the period prior to the first scheduled replacement point for the part.
- 4. 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 by the ultimate purchaser will be grounds for disallowing a warranty claim. The manufacturer will not be liable to warrant failures of warranted parts caused by the use of a non-exempted add-on or modified part.

PARTS COVERED BY WARRANTY:

Listed below are the parts (if equipped) covered by the Federal and California Emission Control Systems Warranty. Some parts listed below may require scheduled maintenance and are warranted up to the first scheduled replacement point for that part.

- Oxygen sensor
- Intake manifold
- Exhaust manifold
- Catalytic muffler
- Thermal reactor muffler
- Fuel line, fuel line fittings and clamps Spark advance module
- Crankcase breather
- Air Injection System
 - Air pump or pulse valve assembly
 - o Control/distribution valve -Distribution manifold
 - o Air hoses
 - Vacuum lines
- Ignition module(s) with high tension lead
- Gaseous fuel regulator
- Electronic control unit
- Carburetor or fuel injection system
- Fuel metering valve
- Air filter, fuel filter, and spark plugs (only to first scheduled replacement point)

Limitations

This Emission Control Systems Warranty shall not cover any of the following:

- a. Consequential damages such as loss of time, inconvenience, loss of use of the engine or equipment, etc.
- b. Diagnosis and inspection fees that do not result in eligible warranty service being performed.