

# WARRANTY CARD

## A. GENERAL PROVISIONS

The warranties described below are provided by International Tractors USA Corporation (“Solis”) to the original purchasers of new Solis brand tractors and front-end loaders (“Equipment”) from any Solis selling dealer. Under the warranties provided by Solis, Solis will repair or replace, at its option, any covered part which is found to be defective in material or workmanship during the applicable warranty term. Warranty service must be performed at a service center authorized by Solis to service the type of Equipment involved, which will use only new or remanufactured parts or components furnished or sourced by Solis. Warranty service will be performed without charge to the purchaser for parts and labor. The purchaser will be responsible, however, for any service call and/or transportation of any Equipment or Product to and from the service center's place of business, and for any service and/or maintenance not directly related to any defect covered under the warranties below. These warranties are transferable provided an authorized Solis service center is notified of the ownership change, and Solis approves the transfer in writing.

## B. WHAT IS WARRANTED

Subject to the Length of Warranty Chart below, as amended from time to time, acknowledging limitations on the term of warranty, all parts of any new Solis Equipment, except tires, wheels, starter motor, battery and alternator (which are warranted under specific warranty components coverage), are warranted for the number of months or operating hours specified below. Warranty statements required by law covering engine emission-related parts and components, which shall not be less than the engine warranty, are found in the operator's manual delivered with the equipment. Wear Items, Batteries, Powertrain Components, Attachments, Engine electrical parts, Engine emission control systems, Tires and Service Parts are covered by Specific Warranty Components Coverage (See the “Specific Warranty Components Coverage”).

\*Warranty Coverage of your tractor

Warranty coverage	36 months or 2000 hours, whichever comes first
Powertrain warranty*	72 months or 3000 hours, whichever comes first

Please refer warranty for further details.

\*Warranty Coverage of your equipment

Warranty coverage	12 months Or unlimited hours
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## C. SPECIFIC WARRANTY COMPONENTS COVERAGE

1. Wear items – Solis does not provide warranty on wear and tear parts like rubber hoses, bulbs, cushions, hoses or any other wear and tear parts.
2. Batteries, Tires, Starter Motor and Alternator – Solis warrants a one-year prorated limited warranty against defects in material and workmanship. The replacement is based on the months remaining in the 12 month period dating back to the original date of original

sale or lease.

3. Powertrain Warranty – Solis warrants components found in the engine and driveline (excluding any other Specific Warranty Components enumerated herein) for 72 months or 3000 hours, whichever comes first. Solis will, at its option, repair or replace, free of charge, any Powertrain component found to be defective in materials or workmanship while under warranty. Powertrain components includes – Engine : cylinder block, cylinder head, valve covers, oil pan, timing gear covers, flywheel housing, emission control components and all parts contained therein. Powertrain: Transmission, transmission case, differential and axle housing, MFWD front axle assembly, and all parts contained therein. The Powertrain Warranty does not include external drivelines, cables, linkages, gaskets, seals, O-rings, clutch discs or steering cylinders including but not limited to the HST assembly (HST pump), HST damper plate, and the HST damper assembly.

4. Engine Emissions Control System and Parts- The warranty period of the fuel injection pump, fuel injection nozzle and turbocharger shall be for the first 60 months starting from the date of delivery to the original purchaser or for 3000 operating hours, whichever occurs first.

## D. WHAT IS NOT WARRANTED

SOLIS IS NOT RESPONSIBLE FOR THE FOLLOWING: (1) Used equipment; (2) Any Equipment that has been altered or modified in ways not approved by Solis, including but not limited to setting injection pump fuel delivery above Solis or manufacturer specifications; (3) Depreciation or damage caused by normal wear and tear, rusting or corrosion, lack of reasonable or proper maintenance, failure to follow operating instructions, misuse, abuse, improper installation, lack of proper protection during storage, or accident; (4) Normal maintenance parts and service including, but not limited to, light bulbs, filters (oil, fuel, air and hydraulic), belts, motor brushes, brakes, fuses, lubricants top-up and switches, clutch and brake linings, engine tune-up, wheel alignment, blade sharpening, rubber, glass and plastic parts, mirrors and hoses. Also warranty does not cover cost of maintenance for fuel injection system cleaning, clutch and brake adjustments. Purchasers have a duty to maintain maintenance records. In Solis's sole and absolute discretion, Solis may request documentation of maintenance. Failure to maintain and provide maintenance records upon request, at the option of Solis, shall void all warranty and prohibit all warranty claims. (5) Any damage on product arising due to installation of equipment or accessories which are not approved by Solis. (6) The limited warranty do not cover cost of overtime labor or labor performed during non-business hours and days requested by purchaser. (7) Limited warranty does not cover failure of engine components due to adulterated fuel, any causes not attributed to Solis as natural calamities or other acts of God, failure due to mis-handling or mis-application of product, consequential and incidental damages, travel time and mileages. (8) Emission warranty can be denied for malfunction and failure caused by non-performance of maintenance requirements listed in Operator Manual, or use of engine / product in a manner for which it is not designed. Also abuse, neglect and negligence or unapproved modifications or alterations voids the emission warranty.

Refer operator manual for details of warranty exclusions, warranty requirements and emission warranty statements.

#### **E. SECURING WARRANTY SERVICE**

To secure warranty service, the original purchaser or a subsequent purchaser to whom the applicable warranty has been properly transferred as described above must (1) Report the product defect in writing to an authorized Solis Tractors service center and request repair within the applicable warranty period (2) Present written evidence that the warranty registration for the particular piece of Equipment has been completed and indicate the warranty start date, and (3) Bring the Equipment to an [authorized] Solis service center within five (5) business days and prior to the expiration of the applicable warranty period.

#### **F. LIMITATION OF IMPLIED WARRANTIES AND OTHER REMEDIES**

**EQUIPMENT** - To the extent permitted by law, neither Solis nor any business entity affiliated with Solis ("Solis Affiliate"), nor any director, officer, employee, or member of Solis or any Solis Affiliate, make(s) any warranties, representations or promises as to the quality, performance or freedom from defect of the Equipment covered by the warranties described herein. Except as described in this Limited Warranty, no other warranty is provided and ALL OTHER WARRANTIES ARE DISCLAIMED, INCLUDING BUT NOT LIMITED TO ALL EXPRESS AND IMPLIED WARRANTIES, WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. All existing warranties, including IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE EXTENT APPLICABLE, SHALL BE LIMITED IN DURATION TO THE APPLICABLE PERIOD OF WARRANTY SET FORTH HEREIN. Unless otherwise prohibited by law, THE PURCHASER'S ONLY REMEDIES IN CONNECTION WITH THE BREACH OR PERFORMANCE OF ANY WARRANTY OF THE EQUIPMENT ARE THOSE SET FORTH HEREIN. IN NO EVENT WILL THE SERVICE CENTER, SOLIS OR ANY SOLIS AFFILIATE OR AGENT THEREOF BE LIABLE FOR INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO, LOSS OF REVENUE, LOSS OF USE, LOAN PAYMENTS, COST OF RENTAL OR SUBSTITUTE EQUIPMENT, INSURANCE COVERAGE, STORAGE, LODGING, TRANSPORTATION, FUEL, MILEAGE AND COMMUNICATION COSTS). (Note: some states do not allow limitations on how long and implied warranty lasts or the exclusion or limitation of incidental or consequential damages so the above limitations and exclusions may not apply to you, but they are intended to apply to the greatest extent permitted by law.) This warranty gives you the specific legal rights, and you may also have other rights which vary from state to state. NEITHER SERVICE DEALER, NOR ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES ARE AUTHORIZED TO PROVIDE ANY ORAL

WARRANTY, OR ASSUME AND ADDITIONAL OBLIGATIONS OR LIABILITIES IN CONNECTION WITH SALE OR RESALE OF THE PRODUCTS. ANY ORAL STATEMENT MADE BY SERVICE DEALER OR ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES REGARDING THE PRODUCTS DO NOT CONSTITUTE WARRANTIES, MAY NOT BE RELIED UPON AS SUCH BY THE PURCHASER AND ARE NOT PART OF ANY WARRANTY. If further information is desired, contact your Solis Tractors Retailer Store.

#### **G. OTHERS**

1. If any clause within this limited warranty is found or held to be invalid and/or unenforceable, the remaining portions that are not found or held to be invalid and/or unenforceable will survive and will continue to have legal effect.
2. Any action by the purchaser arising hereunder or relating hereto, whether based on breach of contract, tort (including negligence and strict liability) or other theories, must be commenced within one year after the cause of action accrues or it shall be barred and the purchaser expressly waives any statute of limitations which might apply by operation of law otherwise.
3. SOLIS reserves the right to make alterations or modifications in its equipment at any time, which in its opinion may improve the performance and efficiency of the Product. SOLIS L shall not be obliged to make such alterations to products which have been shipped or are in service.
4. Any part replaced under this limited warranty shall become the property of SOLIS.
5. Any technical advice furnished by Solis or Solis authorized dealer to the purchaser is an accommodation to the purchaser. Solis assumes no liability therefore, and the purchaser accepts such advice at the purchaser's sole risk.
6. Any use or operation of the Product beyond the rated capacity expressly prohibited in the Operator's Manual or any adjustment or assembly procedures not recommended or authorized in the Operator's Manual shall immediately VOID this limited warranty.
7. "Purchaser" and "Original purchaser" mentioned above mean the buyer of the Product from a Solis authorized dealer, including the buyer's employees, representatives, servants and agents.
8. In no event, Solis shall be liable for any consequential, incidental or punitive damages. In case of any litigation occurring relating to warranty or product, such litigation shall occur in the state of USA in which the product has been purchased by the purchaser.
9. For any detailed information on warranty, please refer to the Operator Manual.

