

WARRANTY CONDITIONS

OF MTD PRODUCTS AG,
INDUSTRIESTRASSE 23, D-66129
SAARBRÜCKEN

**MTD Products AG assumes as a MANUFACTURER'S WARRANTY
subject to the following provisions for *Cub Cadet PRO Commercial***

§ 1 Application area, Validity as of 01st November 2020

- 1.1.** This manufacturer's warranty of MTD Products AG (hereinafter: „**MTD**“) applies exclusively to new units of the Cub Cadet PRO or Cub Cadet Commercial brand for commercial/professional use (hereinafter: „**Product**“) subject to the terms and conditions stated in this manufacturer's warranty.
- 1.2.** Claims based on this manufacturer's warranty can be made only by the professional users of the products stated in Paragraph 1 (hereinafter: „**Customers**“) who have acquired the Product on 01st November 2020 or later.
- 1.3.** This manufacturer's warranty does not limit the statutory guarantee claims of the End Customer according to §§ 434 ff. BGB vis-à-vis the seller of the Product.

§ 2 Duration of the manufacturer's warranty

- 2.1.** This manufacturer's warranty is valid for a period of three (3) years commencing on the day of the Product is sold to the Customer, unless otherwise specified in this § 2. An extension of this period is only permitted by conclusion of a specific follow-up-guarantee with an authorized Cub Cadet partner in the country the Product was sold; the terms of this manufacturer's warranty do not apply to the follow-up-guarantee.
- 2.2.** This product group comprises the Pro Z 100, Pro Z 5, Pro Z 7, Pro Z 9 and XZ7 devices. These devices are guaranteed for commercial / professional use for three (3) years or a specified number of hours of operation, whichever comes first. The XZ7 devices have three (3) years or 500 operating hours, the Pro Z devices three (3) years or 1000 operating hours, whichever comes first.
- 2.3.** For spare parts and accessories in the meaning of § 97 BGB, the duration of this manufacturer's warranty is six (6) months commencing on the day the spare part respectively the accessory is sold to the Customer.
- 2.4.** The wearing parts listed in **Enclosure 1** are fundamentally exempt from this manufacturer's warranty.
- 2.5.** For batteries, the duration of this manufacturer's warranty is one (1) year commencing on the day the Product is sold to the Customer.
- 2.6.** The Customer can only make claims based on this manufacturer's warranty if he is not entitled to make claims under the guarantee according to §§ 434 ff. BGB vis-à-vis the seller of the Product or if insolvency proceedings were opened in respect of the assets of the seller.

§ 3 Existence of a defect

- 3.1.** MTD is liable according to this manufacturer's warranty for all defects of the Product, provided this defect already existed with the passing of risk of the Product from the seller to the Customer.

3.2. If the Product is damaged due to

- 3.2.1.** improper and unsuitable use,
- 3.2.2.** non-observance of the instructions for use,
- 3.2.3.** incorrect installation and/or start-up by the End Customer,
- 3.2.4.** incorrect or negligent handling,
- 3.2.5.** improper modifications or repairs and/or not authorised by MTD carried out by the End Customer or third parties,
- 3.2.6.** non-observance of the maintenance intervals stipulated for the Product (according to the maintenance advice) or performance of maintenance by unauthorised persons,

MTD is not liable. This also applies to defects which have only an insignificant effect on the value or the suitability of a Product and also to natural wear when the Product is used as intended.

§ 4 Claims for defects

- 4.1.** If a Product, which is covered by this manufacturer's warranty, is defective according to § 3, the Customer is entitled vis-à-vis MTD only to make a claim whereby the Product is repaired or replaced based on this manufacturer's warranty. MTD can decide at its own discretion whether MTD will repair the defective Product or supply the Customer with a new Product which is essentially equivalent to the defective Product.
- 4.2.** If the Customer is a trader according to HGB, he must observe the obligations stated in § 377 HGB.
- 4.3.** The Customer cannot make any claims on the basis of this manufacturer's warranty over and beyond Paragraph 1, in particular any claims for damages or compensation, or withdraw from the purchase contract with his seller or demand a reduction in the purchase price. This does not apply in the event of liability according to the product liability law, in cases of wilful intent, gross negligence, for reason of injury to life, body or health, in cases of fraudulent concealment of a defect or violation of a quality guarantee.
- 4.4.** There is no claim for updating the software of lawn mowers.

§ 5 Assertion of claims

Claims based on this manufacturer's warranty must be asserted in writing vis-à-vis MTD or a service workshop authorised by MTD. To legitimate the claim, the original sales receipt must be submitted

§ 6 Other

- 6.1.** This manufacturer's warranty is subject to the law of the Federal Republic of Germany.
- 6.2.** Exclusive jurisdiction for all disputes arising from or in connection with this manufacturer's warranty is Saarbrücken.

Saarbrücken, 27th Aug. 2020

WARRANTY CONDITIONS FOR WEARING PARTS

ENCLOSURE 1

RE THE MANUFACTURER'S WARRANTY

- 1.** Parts which cut, chop, split, move or convey substances and materials
- 2.** Power transmission elements
- 3.** Bearings
- 4.** Electrical components such as light bulbs and indicator lights
- 5.** Pneumatic tires
- 6.** Runners of robotic lawn mowers
- 7.** Tires of robotic lawn mowers
- 8.** Coatings inside equipment and inside collecting tanks
- 9.** Motors
 - 9.1.** All parts exposed to exhaust gases
 - 9.2.** Starter
 - 9.3.** All types of filters
 - 9.4.** Spark plugs and spark-plug terminals
- 10.** Other
 - 10.1.** Screw-fittings
 - 10.2.** Brush bristles
 - 10.3.** Rubber lips