

# TYM North America Limited Warranty

## 1 General Provisions

TYM North America (TYM) provides the warranties described below from the date of delivery to the retail customer of any new tractor, attachment, or part purchased from TYM or an authorized TYM dealer. Under these warranties, TYM warrants that each TYM product is free from original defects in both material and workmanship, and that TYM will repair or replace, at TYM's option, any parts which are determined by TYM to be defective in material or workmanship in accordance with the coverage periods set forth below. To obtain warranty repairs, the purchaser must deliver the product, at the purchaser's sole expense, along with proof of purchase, to an authorized TYM dealer.

## 2 Warranty Coverage

TYM warrants new and unused Tier IV products and attachments retailed on or after January 1, 2023 by TYM to be free from defects in material and workmanship. Warranty Term begins on the date of delivery to the retail customer and is activated by registration submission to TYM. Warranty is subject to the following provisions:

### 1. Bumper-to-Bumper Warranty on New & Unused Tier IV Tractors

Product	Warranty Period	Coverage
All Tier IV Tractors	24 months or 2,000 hours	Parts and Labor
Attachments: Front-End Loaders, Backhoes, and Mid-Mount Mowers	12 months	Parts and Labor
Replacement Parts	Greater of 3 months or remainder of unit warranty	Parts only
Replacement Engines	12 months	Parts only
Batteries and Tires	Warrantied by manufacturer	

### 2. Powertrain Warranty on New & Unused Tier IV Tractors (includes Engine and Powertrain)

Usage	Product	Warranty Period	Coverage
Non-Commercial Use	Tier IV Tractors between 20 and 70 HP	72 months or 3,000 hours	Parts and Labor
Non-Commercial Use	All Other Tier IV Tractors	60 months or 2,000 hours	Parts and Labor
Rental/Commercial Use	All Tier IV Tractors	36 months or 2,000 hours	Parts and Labor

- A. Engine: This covers internal engine parts such as the engine block, crankcase, oil pan, cylinder head, front gear case, valve cover pans and all parts contained therein.
- B. Powertrain: This covers the clutch housing (except the engine clutch disc and PTO clutch disc), transmission case, differential and final drive housing, and drive axles, front axle case, and all parts contained therein rotating / spinning in oil or grease, plus external drive shafts.
- C. Rental/Commercial use: intended for the purpose of monetary reward or gain ("for profit") through the loan, rental or lease of equipment, or used for nonagricultural commercial purposes (e.g., mining).

### 3 Exclusions

This Warranty Shall Not Apply To:

1. The following powertrain components:
  - (a) Engine: Fuel, electrical, cooling, intake, exhaust components and associated seals, gaskets, water pump, flexible plate, starter, ring gear, starter drive gear, fuel lines, fan belts, oil filters, air filters and other consumables, etc. and other ignition components.
  - (b) Other powertrain: External drive lines such as cables, transmission linkage, etc., transmission oil cooler, switches, clutch disk (clutch transmission), PTO clutch disc (wet or dry), PTO gears, transmission filters, transmission hoses and lines, carbon brushes, V-belt and brake components and associated external gaskets, seals, hydraulic parts such as steering cylinder, power steering unit, pumps, valves etc.
2. Any defects, failures, or malfunctions caused by:
  - (a) any alternation or modification made on the product without the prior written consent or instructions of TYM;
  - (b) any use or operation contrary to the product's operation and maintenance manual or other relevant instructions issued by TYM;
  - (c) improper or incomplete maintenance or repairs of the product;
  - (d) normal wear and tear; or
  - (e) by misuse or abuse, including but not limited to use of the product: (i) beyond stated or reasonable specifications or tolerances, (ii) contrary to the terms of the owner's manual, or (iii) contrary to the product's intended purposes.
3. Use or operation of any attachment or accessory that is: (a) not approved by TYM, (b) attached incorrectly, or (c) is of improper size for the product to which it is attached (e.g. an oversized loader or backhoe attached to a compact tractor without a sub-frame).
4. Transportation of Equipment and travel time, including mileage, towing charges, freight charges, "Haul out" fees, loss of use, inconvenience, lost business revenue or profits, overnight expenses, telephone calls, meal expenses, lodging expenses, etc.
5. Costs of parts cleaning, adjustments, service calls, diagnostics and clean up, rental of replacement equipment during the repair period, repairs or replacements made by anyone other than an authorized TYM dealer.
6. Damage or defects caused by accident, theft, flood, vandalism, or an act of God.
7. Equipment which has been declared a total loss and subsequently salvaged.
8. Window and door glass and mirrors.
9. Addition or replacement of chemical weight materials.
10. Diesel Particulate Filter ("DPF") regeneration.
11. Overtime labor charges.

12. Fees or charges related to disposal of environmentally hazardous materials.
13. Options, accessories and attachments installed by Dealers that were not manufactured by TYM.
14. Any other failure or defect not caused by an original manufacturer's defect in workmanship or materials.

#### **4 Termination of Warranty**

This warranty terminates and is voided immediately upon the occurrence of any of the following:

1. Use of starting fluid or ether to start or run the engine.
2. Use of any replacement parts other than genuine TYM brand parts.
3. Any repair, part replacement, or modification made by anyone other than an authorized TYM dealer.
4. Any adjustment to the injection pump fuel delivery system.
5. Failure to timely and completely perform regular maintenance and service as prescribed by the Operator's manual during the warranty period.
6. Failure to perform purchaser's obligations as set forth in paragraph G of this warranty.
7. Misuse or abuse of the product, including but not limited to use of the product: (i) Beyond stated or reasonable specifications or tolerances, (ii) Contrary to the terms of the owner's manual, or (iii) Contrary to the product's intended purposes.
8. The sale of any product at public auction, or any sale of the product as salvage or scrap.

#### **5 Exclusion of Implied Warranties and Limitation of Liability**

This warranty is in lieu of all warranties of merchantability, fitness for a particular purpose or other representations, warranties or conditions, expressed or implied, all of which are hereby excluded, except where prohibited by law. The remedies of this warranty set forth herein are exclusive. TYM neither assumes, nor authorizes any person to assume for it, any other obligation or liability in connection with the sale of covered equipment. Correction of defects, in the manner and for the applicable period of time provided above, shall constitute all obligations of TYM to the purchaser, and TYM shall not be liable for negligence or breach of contract with respect to covered equipment. Except where prohibited by law, in no event shall the purchaser be entitled to recover for incidental, special, or consequential damages, including but not limited to, loss of crops or seed, lost profits or income, cost of rental or replacement equipment, inconvenience, or other commercial losses. This warranty gives you specific legal rights, and the purchaser may also have other rights that may vary from state to state.

## **6 No Dealer Warranty**

This warranty is the only warranty authorized by TYM. Dealers, distributors, and other third parties have no authority to make any warranty, representation, condition or promise on behalf of TYM, or to modify the terms or limitations of this warranty in any way.

## **7 Purchaser's Obligations**

To secure warranty service, the purchaser must: (1) promptly report the defect to an authorized TYM dealer and request warranty service within the applicable warranty term; (2) present evidence of the warranty start date with valid proof of purchase; and (3) deliver the product at the purchaser's expense, to the authorized dealer promptly after providing notification. The purchaser must maintain the product in accordance with the instructions provided in the owner's manual and keep records and receipts for such maintenance. TYM may ask the purchaser to prove that regular maintenance has been timely and properly performed. If a covered defect occurs, it is the purchaser's responsibility to cease operating the product until repairs are made. Damage which occurs from continued operation may not be covered by this warranty. You should contact your authorized TYM dealer immediately so that repairs can be made in a timely manner.

## **8 Product Improvements**

TYM reserves the right to make changes to its products at any time without notice and without incurring obligations with respect to making the same changes to products manufactured prior to this date of change.

## **9 Transferability**

Upon a transfer of the product by the original purchaser, any remaining coverage of this warranty may be transferred to the subsequent purchaser subject to certain conditions. The purchaser must contact an authorized TYM dealer for details on completing such a transfer.

## **10 Arbitration**

Any claim or controversy arising out of or relating to this warranty, and any other dispute between the purchaser and TYM, whether in tort or contract, including questions of arbitrability, shall be settled exclusively by binding arbitration in accordance with the then current commercial arbitration rules of the American Arbitration Association and the Georgia Arbitration Act. The binding arbitration shall be conducted in Rome, Georgia or Atlanta, Georgia by one arbitrator before the American Arbitration Association. Judgment upon the award may be entered in any court having jurisdiction thereof.

## **11 Forum Selection**

To the extent any dispute or claim between TYM and the purchaser may be exempt from arbitration under applicable law, such claim shall be brought exclusively in the State or Superior Court of Floyd County, Georgia.