

A Limited Warranty

Conditions

The Toro Company and its affiliate, Toro Warranty Company, pursuant to an agreement between them, jointly promise to repair the Toro Product listed below, if defective in materials or workmanship or if it stops functioning due to the failure of a component, for the period listed below.

This warranty covers the cost of parts, labor, and transportation (up to 300 miles round trip).

Products Covered

The Toro Company and its affiliate, Toro Warranty Company, pursuant to an agreement between them, jointly warrant your Toro Underground Equipment ("Product") to be free from defects in materials or workmanship. Where a warrantable condition exists, we will repair the Product at no cost to you including diagnostics, labor, and parts. The following warranty applies from the date the Product is delivered to the original retail purchaser or rental owner.

Products

Warranty Period

Drills, Trenchers, and Fluid Mixers All Serialized Attachments Rock Hammer Drills and Trenchers Engines Fluid Mixer Engines 1 year or 1000 operating hours¹ 1 year 6 months 2 years or 2000 operating hours¹, ² 2 years ²

¹Whichever occurs first.

²Some engines used on Toro Products are warranted by the engine manufacturer.

Instructions for Obtaining Warranty Service

You are responsible for notifying the Underground Dealer from whom you purchased the Product as soon as you believe a warrantable condition exists. If you need help locating a Underground Dealer, or if you have questions regarding your warranty rights or responsibilities, you may contact us at:

Toro Customer Care Toro Warranty Company 8111 Lyndale Avenue South

Bloomington, MN 55420-1196

Toll Free at 855-493-0088 (U.S. Customers) 1-952-948-4318 (International Customers)

Owner Responsibilities

As the Product owner, you are responsible for required maintenance and adjustments stated in your *Operator's Manual*. Failure to perform required maintenance and adjustments can be grounds for disallowing a warranty claim.

Items and 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-Toro replacement parts, or from installation and use of add-on, or modified non-Toro branded accessories and products. A separate warranty may be provided by the manufacturer of these items.
- Product failures which result from failure to perform recommended maintenance and/or adjustments. Failure to properly maintain your Toro 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.
- 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: brakes, filters, lights, bulbs, belts, tracks or tires, digging teeth, digging booms, digging, drive, or track chains, track pads, drive sprockets, idlers, rollers, blades, cutting edges, or other ground engaging components.
- Failures caused by outside influence. Conditions considered to be outside influence include, but are not limited to, weather, storage practices, contamination, use of unapproved fuels, coolants, lubricants, additives, 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 seats due to wear or abrasion, worn painted surfaces, scratched decals, etc.
- Hauling expenses, travel time, mileage, or overtime associated with transporting product to the authorized Toro dealer.

Parts

Parts scheduled for replacement as required maintenance in the *Operator's Manual*, are warranted for the period of time up to the scheduled replacement time for that part. Parts replaced under this warranty are covered for the duration of the original product warranty and become the property of Toro. Toro will make the final decision whether to repair any existing part or assembly or replace it. Toro may use remanufactured parts for warranty repairs.

Maintenance is at Owner's Expense

Engine tune-up, lubrication, cleaning and polishing, replacement of filters, coolant, and completing recommended maintenance are some of the normal services Toro products require that are at the owner's expense.

General Conditions

Repair by an Authorized Toro Underground Dealer, using Toro approved replacement parts, is your sole remedy under this warranty.

Neither The Toro Company nor Toro Warranty Company is liable for indirect, incidental or consequential damages in connection with the use of the Toro Products covered by this warranty, including any cost or expense of providing substitute equipment or service during reasonable periods of malfunction or non-use pending completion of repairs under this warranty. Except for the Emissions warranty referenced below, if applicable, there is no other express warranty. All implied warranties of merchantability and fitness for use are limited to the duration of this express warranty.

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

Note regarding engine warranty:

The Emissions Control System on your Product may be covered by a separate warranty meeting requirements established by the U.S. Environmental Protection Agency (EPA) and/or the California Air Resources Board (CARB). The hour limitations set forth above do not apply to the Emissions Control System Warranty. Refer to the Engine Emission Control Warranty Statement supplied with your product or contained in the engine manufacturer's documentation for details.

Countries Other than the United States or Canada

Customers who have purchased Toro products exported from the United States or Canada should contact their Toro Distributor (Dealer) to obtain guarantee policies for your country, province, or state. If for any reason you are dissatisfied with your Underground Dealer's service or have difficulty obtaining guarantee information, contact the Toro importer.

Australian Consumer Law: Australian customers will find details relating to the Australian Consumer Law either inside the box or at your local Toro Dealer.