

# **Evaporative Emission Control Warranty Statement**

California Evaporative Emission Control Warranty Statement Your Warranty Rights and Obligations

#### Introduction

The California Air Resources Board and The Toro<sup>®</sup> Company are pleased to explain the evaporative emission control system's warranty on your 2007 model year equipment. In California, new equipment that use small off-road engines must be designed, built, and equipped to meet the State's stringent anti-smog standards. The Toro<sup>®</sup> Company must warrant the evaporative emission control system on your equipment for two years provided there has been no abuse, neglect or improper maintenance of your equipment.

Your evaporative emission control system may include parts such as: fuel lines, fuel line fittings, and clamps.

#### Manufacturer's Warranty Coverage:

This evaporative emission control system is warranted for two years. If any evaporative emission-related part on your equipment is defective, the part will be repaired or replaced by The Toro<sup>®</sup> Company.

## **Owner's Warranty Responsibilities:**

- As the equipment owner, you are responsible for performance of the required maintenance listed in your Operator's Manual. The Toro® Company recommends
  that you retain all receipts covering maintenance on your equipment, but The Toro® Company cannot deny warranty solely for the lack of receipts.
- As the equipment owner, you should however be aware that The Toro<sup>®</sup> Company may deny you warranty coverage if your emission warranty parts have failed due to abuse, neglect, or improper maintenance or unapproved modifications.
- You are responsible for presenting your equipment to an Authorized Service Dealer as soon as the 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 The Toro<sup>®</sup> Company at 1-952–948–4027 or call us toll free at the number listed in your Toro Warranty statement.

### **Defects Warranty Requirements:**

- 1. The warranty period begins on the date the engine or equipment is delivered to an ultimate purchaser.
- 2. General Evaporative Emissions Warranty Coverage. The emission warranty parts must be warranted to the ultimate purchaser and any subsequent owner that the evaporative emission control system when installed was:
  - A. Designed, built, and equipped so as to conform with all applicable regulations; and
  - B. Free from defects in materials and workmanship that causes the failure of a warranted part for a period of two years.
- 3. The warranty on evaporative emissions-related parts will be interpreted as follows:
  - A. Any warranted part that is not scheduled for replacement as required maintenance in the written instructions must be warranted for the warranty period of two years. If any such part fails during the period of warranty coverage, it must be repaired or replaced by The Toro<sup>®</sup> Company. Any such part repaired or replaced under the warranty must be warranted for a time not less than the remaining warranty period.
  - B. Any warranted part that is scheduled only for regular inspection in the written instructions must be warranted for the warranty period of two years. A statement in such written instructions to the effect of "repair or replace as necessary" will not reduce the period of warranty coverage. Any such part repaired or replaced under warranty must be warranted for a time not less than the remaining warranty period.
  - C. Any warranted part that is scheduled for replacement as required maintenance in the written instructions must be 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 must be repaired or replaced by The Toro<sup>®</sup> Company. Any such part repaired or replaced under warranty must be warranted for a time not less than the remainder of the period prior to the first scheduled replacement point for the part.
  - D. Repair or replacement of any warranted part under the warranty provisions of this article must be performed at no charge to the owner at an Authorized Service Dealer.
  - E. Notwithstanding the provisions of subsection (D) above, warranty services or repairs must be provided at an Authorized Service Dealer.
  - F. The owner must not be charged for diagnostic labor that leads to the determination that a warranted part is in fact defective, provided that such diagnostic work is performed at an Authorized Service Dealer.
  - G. Throughout the evaporative emission control system's two year warranty period, The Toro® Company must maintain a supply of warranted parts sufficient to meet the expected demand for such parts.
  - H. Manufacturer approved replacement parts must be used in the performance of any warranty maintenance or repairs and must be provided without charge to the owner. Such use will not reduce the warranty obligations of The Toro<sup>®</sup> Company.
  - I. The use of any add-on or modified parts will be grounds for disallowing a warranty claim made in accordance with this article. The Toro<sup>®</sup> Company will not be liable under this Article to warrant failures of warranted parts caused by the use of an add-on or modified part.
  - J. The Toro® Company shall provide any documents that describe the warranty procedures or policies within five working days of request by the Air Resources Board.

## **Emission Warranty Parts List:**

The following lists includes the parts covered under this warranty:

- Fuel Lines
- Fuel Line Fittings
- Clamps