# 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® Company are pleased to explain the evaporative emission control system's warranty on your 2009 and later 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® 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 the carburetor, fuel-injection system, the ignition system, catalytic converter, fuel tanks, fuel lines, fuel caps, valves, canisters, filters, vapor hoses, clamps, connectors, and other associated emission-related components.

Where a warrantable condition exists, The Toro® Company will repair your equipment at no cost to you including diagnosis, parts and labor.

### 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® Company at no cost to you including diagnosis, parts and labor.

### 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® Company may deny you warranty coverage if your emission warranty part has 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® Company at 1-952–948–4027 or call us toll free at the number listed in your Toro Warranty statement.

### General Evaporative Emissions Warranty Coverage:

The Toro® Company warrants to the ultimate purchaser and each subsequent purchaser that the equipment is:

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 to be identical in all material respects to that part as described in The Toro® Company application for certification.

The warranty period begins on the date the equipment is delivered to an ultimate purchaser. The warranted period is two years.

Subject to certain conditions and exclusions as stated below, the warranty on evaporative emissions-related parts is as follows:

1. Any warranted part that is not scheduled for replacement as required maintenance in the written instructions supplied, is warranted for the warranty period stated above. If the part fails during the period of warranty coverage, the part will be repaired or replaced by The Toro® Company. Any such part repaired or replaced under the warranty will be warranted for the remainder of the period.
2. Any warranted part that is scheduled only for regular inspection in the written instructions supplied is warranted for the warranty period stated above. Instructions that state "repair or replace as necessary" will not reduce the period of warranty coverage. Any such part repaired or replaced under the warranty will be warranted for the remainder of the period.
3. Any warranted part that is scheduled for replacement as required maintenance in the written instructions supplied is warranted for the period of time prior to the first scheduled replacement date for that part. If the part fails before the first scheduled replacement, the part must be repaired or replaced by The Toro® Company. Any such part repaired or replaced under warranty will be warranted for the remainder of the period prior to the first scheduled replacement point for the part.
4. Repair or replacement of any warranted part under the warranty provisions herein must be performed at an Authorized Service Dealer at no charge to the owner.
5. Notwithstanding the provisions of subsection (4) above, warranty services or repairs will be provided at all Service Dealers authorized to service the subject equipment.
6. The equipment owner will not be charged for diagnostic labor that is directly associated with diagnosis of a defective, emission-related warranted part, provided that such diagnostic work is performed at an Authorized Service Dealer.
7. The Toro® Company is liable for damages to other engine or equipment components proximately caused by a failure under warranty of any warranted part.
8. Throughout the evaporative emission control system's warranty period stated above, The Toro® Company will maintain a supply of warranted parts sufficient to meet the expected demand for such parts.
9. Manufacturer approved replacement parts may 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® Company.
10. Add-on or modified parts that are not exempt by the Air Resources Board may not be used. The use of a non-exempted add-on or modified part by the purchaser will be grounds for disallowing a warranty claim. The Toro® Company will not be liable to warrant failures of warranted parts caused by the use of an non-exempted add-on or modified part.

### Warranted Parts:

The repair or replacement of any warranted part otherwise eligible for warranty coverage may be excluded from such coverage if The Toro® Company demonstrates that the equipment has been abused, neglected, or improperly maintained, and that such abuse, neglect, or improper maintenance was the direct cause of the need for repair or replacement of the part. That notwithstanding, any adjustment of a component that has a factory installed, and properly operation, adjustment limiting device is still eligible for warranty coverage. The following emission warranty parts list are covered:

- Fuel Tank
- Fuel Cap
- Fuel Lines
- Fuel Line Fittings
- Clamps
- Pressure Relief Valves*
- Control Valves*
- Control Solenoids*
- Electronic Controls*
- Vacuum Control Diaphragms*
- Control Cables*
- Control Linkages*
- Purge Valves
- Vapor Hoses
- Liquid/Vapor Separator
- Carbon Canister
- Canister Mounting Brackets
- Carburetor Purge Port Connection

* As they relate to the installed equipment evaporative control system

Form Number 374-0170 Rev. B