

**WARRANTY
DOOSAN WHEEL HEAVY EXCAVATORS**

Doosan Infracore Europe B.V. ("Doosan") warrants to its authorized dealers who in turn warrants to the customer that each new Doosan Wheel Heavy Excavator will be free from defects in material and workmanship for 12 months from the date of delivery to the customer or 2,000 hours of machine usage, whichever occurs first. During the warranty period, the authorized Doosan dealer shall repair or replace, at Doosan's option, without charge for parts, labour and travel of technicians, any part of the Doosan product which fails because of defects in material or workmanship. The customer shall provide the authorized Doosan dealer with prompt written notice of the defect and allow reasonable time for replacement or repair. Doosan may, at its option, request failed parts to be returned to the factory or to any other designated location. Transportation of the Doosan product to the authorized Doosan dealer for warranty work is not the responsibility of Doosan. Service schedules must adhere to prescribed intervals and Doosan genuine parts/lubricants must be used. For coverage on engines, consult with your Doosan Dealer. For non-covered items, the customer shall refer solely to the warranty, if any, of the respective manufacturers thereof, in accordance with the respective manufacturers warranty statement. Some Doosan parts are covered pro-rata depending on the expected life-time of the part. Coverage for batteries, air-conditioning refill, couplers and ignition system parts (glow plugs, fuel injection pumps, injectors) is limited as failures generally originate from factors not under Doosan's control such as, but not limited to, prolonged storage, abuse or fuel quality. The warranty does not cover: (i) Oils and lubricants, coolant fluids, filter elements, brake linings, tune-up parts, bulbs, fuses, alternator fan belts, drive belts, pins, bushings and other high-wear items. (ii) Damages resulting from abuse, accidents, alterations, use of the product with any bucket or attachment not approved by Doosan, air flow obstructions, or failure to maintain or use the Doosan product according to the instructions applicable to it. (iii) Ground engaging parts such as bucket teeth and cutting edges. (iv) Fuel or hydraulic system cleaning, engine tune-up, brake inspection or adjustment. (v) Adjustments or slight defects which generally do not affect the stability or reliability of the machine. Without prejudice the rights of the customer in the products, customer agrees that Doosan and the retailing dealer, without further notice to customer have the right to: (a) Access, use, collect and disclose any data generated by, collected by, or stored in, products or any hardware or devices interfacing with products; (b) access machine data directly through data management systems integrated within, or attached to, products, including Telematics and (c) update the data management system software from time to time and (d) transfer data out of the country where is generated.

Doosan excludes other conditions, warranties or representations of all kinds, expressed or implied, statutory or otherwise (except that of title) including all implied warranties and conditions relating to merchantability, satisfactory quality and fitness for a particular purpose. Corrections by Doosan of nonconformities whether patent or latent, in the manner and for the time period provided above, shall constitute fulfilment of all liabilities of Doosan for such nonconformities, whether based on contract, warranty, tort, negligence, indemnity, strict liability or otherwise with respect to or arising out of such product. The remedies of the end-user/owner set forth under the provisions of the warranty outlined above are exclusive and the total liability of Doosan including any holding, subsidiary, associated or affiliated company or distributor with respect to this sale or the product and service furnished hereunder in connection with the performance or breach thereof, or from delivery, installation, repair or technical direction covered by or furnished under this sale, whether based on contract, warranty, tort, negligence, indemnity, strict liability or otherwise shall not exceed the purchase price of the product upon which such liability is based. Doosan including any holding, subsidiary, associated or affiliated company and distributor shall in no event be liable to the end-user/owner, any successors in interest or any beneficiary or assignee relating to this sale for any consequential, incidental, indirect, special or punitive damages arising out of this sale or by any breach thereof, or any defect in, or failure of, or malfunction of the product under this sale, whether based upon loss of use, lost profits or revenue, interest, lost goodwill, work stoppage, impairment of other goods, loss by reason of shutdown or non-operation, increased expenses of operation or claims of user or customers of the user for service interruption whether or not such loss or damage is based on contract, warranty, tort, negligence, indemnity, strict liability or otherwise.