



# Commonwealth of Kentucky

## MASTER AGREEMENT MODIFICATION

CONTRACT INFORMATION			
<b>MASTER AGREEMENT NUMBER: MA 758 2300000039</b>			
Effective Date:	10/01/2022	Record Date:	02/03/2023
Expiration Date:	01/31/2024	Procurement Folder:	899474
Document Description:	Bobcat Commercial Mowers (Bobcat Company)	Procurement Type:	Standard Goods and Services
Cited Authority:	Competitive Sealed Bidding-Goods and Services	Version Number:	2

CONTACT INFORMATION
<b>ISSUER:</b> Nathan Durham 502-564-6525 Nathan.Durham@ky.gov

REASON FOR MODIFICATION
To renew for a one (1) year period (2/1/2023 - 1/31/2024) in accordance with the terms and conditions and written agreement of the vendor. No other changes have been made, documentation is on file with OPS.

VENDOR INFORMATION	
<b>Name /Address:</b> KY0028761: CLARK EQUIPMENT DBA: BOBCAT COMPANY 250 EAST BEATON DRIVE  WEST FARGO ND 58078-6000	<b>Contact:</b> RANDY FUSS 701-241-8746 RANDY.FUSS@DOOSAN.COM

COMMODITY / SERVICE INFORMATION							
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
1	0.00000		\$0.000000	\$0.00			\$0.00
Bobcat Commercial Mowers (Bobcat Company)							
<b>Extended Description:</b> Bobcat Commercial Mowers							
Warranty- See "Bobcat Warranty" for warranty and extended warranty info for catalog items.							
Delivery - This includes delivery to various state facilities.							
Delivery Cost - \$4.00 per mile							
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
2	0.00000	MI	\$4.000000	\$0.00			\$0.00
Delivery Charge - \$4.00 per mile							
<b>Extended Description:</b> Delivery Charge - Delivery charge is \$4.00 per mile.							

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**MASTER AGREEMENT  
FOR  
OUTDOOR POWER EQUIPMENT**

**BETWEEN  
THE COMMONWEALTH OF KENTUCKY**

**AND**

**CLARK EQUIPMENT  
DBA: BOBCAT COMPANY  
250 EAST BEATON DRIVE  
WEST FARGO, ND  
Contact: RANDY FUSS  
Phone: 701-241-8746  
Email: randy.fuss@doosan.com**

**Section 1**

**Scope of Contract**

**The Office of Procurement Services establishes this Master Agreement for:  
Bobcat Commercial Mowers.**

**Section 2**

**Specifications**

All models bid shall be current model year and standard configuration.

All equipment shall be new and must be pre-serviced to the manufacturer's recommendations and in first class operating condition when delivered. All service work shall be done in the vendor's place of business or in another location provided by the vendor. No major assembly or servicing of equipment will be allowed on Commonwealth property, only minor modifications to equipment necessary to bring the item into compliance with specifications.

The manufacturer's most favorable warranty offered to preferred customers shall apply to all items. A copy of such warranty shall be furnished to the agency upon delivery of the equipment or product. The vendor will not be liable under the above warranty for any defects or damages resulting from unforeseeable causes beyond the control and without

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the fault or negligence of the vendor, such as misuse or neglect by the State, acts of God, fires, floods and hurricanes.

The Vendor shall coordinate all deliveries with the ordering agencies.

The Vendor agrees that when delivery is not made within the contracted due date, one percent (1%) per day will be deducted from the Vendor's invoice for each day the Vendor fails to meet the contracted delivery date. Neither party will be responsible for delays resulting from causes beyond the reasonable control of such party, including without limitation fire, explosion, flood, war, strike, or riot, provided that the nonperforming party uses commercially reasonable efforts to avoid or remove such causes of nonperformance and continues performance under this Agreement with reasonable dispatch whenever such causes are removed.

**Section 3**

**Initial Contract Period**

This contract shall be effective from the date of award through January 31, 2023.

**Section 4**

**Renewal Clause – Optional Renewal Period**

This contract may be extended at the completion of the initial contract period for **four (4) additional one-year periods**. This extension must have the written approval by all parties. If the contract provides for an optional renewal period, the Commonwealth of Kentucky reserves the right to renegotiate any terms and/or conditions as may be necessary to meet requirements for the extended period. The vendor will be advised of any proposed revisions prior to the renewal periods. In the event proposed revisions cannot be agreed upon, either party shall have the right to withdraw without prejudice from either exercising the option or continuing the contract in an extended period.

**Section 5**

**Agencies to be Served**

This contract shall be for use by the following agency of the Commonwealth of Kentucky:

**All State Agencies**

**Political Subdivisions**

Under Kentucky Statutes, political subdivisions of this State including cities of all classes, counties, and school districts may participate in All State Agency Master Agreements to the same extent as agencies of the Commonwealth.

**Section 6**

**Tax Exempt Status**

Do not include Federal Excise Tax, Kentucky Sales or Use Tax in prices.

**Section 7**

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### **Basis of Price Revisions**

PRICE ADJUSTMENTS: Unless otherwise specified, the prices established by the contract shall remain firm for the contract period subject to the following:

A: Price Increases: A price increase shall not occur during the first twelve (12) months of the contract. A vendor may request a price increase after twelve (12) months of the contract, which may be granted or denied by the Commonwealth. Any such price increase shall be based on industry wide price changes. The contract holder must request in writing a price increase at least thirty (30) days prior to the effective date, and shall provide firm proof that the price increase(s) is justified. The Office of Procurement Services may request additional information or justification. If the price increase is denied, the contract holder may withdraw from the contract without prejudice upon written notice and approval by the Office of Procurement Services. Provided, however, that the vendor must continue service, at the contract prices, until a new contract can be established (usually within sixty (60) days).

B: Price Decreases: The contract price shall be reduced to reflect any industry wide price decreases. The contract holder is required to furnish the Office of Procurement Services with notice of any price decreases as soon as such decreases are available.

C: Extended Contract Periods: If the contract provides for an optional renewal period, a price adjustment may be granted at the time the contract is renewed, subject to price increase justification as required in Paragraph A "Price Increases" as stated above.

### **Section 8**

#### **Post Contract Agreements**

This contract shall constitute the entire agreement between the State and awarded contractor. Unless contractually provided, **State agencies utilizing this contract will not be required to enter into nor sign further agreements, leases, company orders or other documents to complete or initiate the terms of a contract.** Any such documents so obtained will be non-binding on the State and agents of the State and will be cause for breach of contract.

### **Section 9**

#### **Equipment**

Unless otherwise indicated, it is understood and agreed that any item offered or shipped on this contract shall be new and the latest or current year model and be in first class condition. Any unit failing to meet the foregoing requirements shall be returned to the contractor, at their expense, and replaced with a new unit.

The Commonwealth recognizes the rapid advancement of technology. If the bidder can provide new equipment of advanced technology after the award of the contract, the Commonwealth and the bidder may choose by mutual agreement to install such equipment. The price of the new technology equipment cannot exceed the cost of the award contract.

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**Section 10**

**Quantity Basis of Contract – Estimated Quantities**

The State is obligated to buy only that quantity needed by its agencies during the term of the contract. Requirements may exceed the quantities shown and the contractor will be required to furnish all requirements shown on Delivery Orders dated during the life of the contract.

**Section 11**

**Manuals and Distribution of Literature**

Instruction and operating manuals shall be furnished for all equipment installed. Upon request, the vendor shall furnish State agencies and other public bodies with descriptive literature and service information for items awarded.

**Section 12**

**Vendor’s Report**

The vendor(s) may be asked to furnish the buyer, Office of Procurement Services, a report showing volume which has been sold to the Commonwealth and its using agencies each six (6) months of the contract period. The report will include political subdivisions and university purchases. This report may be the vendor’s computer printout sheet or form. This shall apply to all items, which are to become a part of this contract. This report must reference usage by brief description, product number or other format designated by the Office of Procurement Services.

**Section 13**

**Cancellation Clause – 30 Day Notice**

Both parties may cancel the contract by giving written notice thirty (30) days prior to effective cancellation date. In the event such action is taken, the contract shall be null and void upon receipt of a Modification from the Office of Procurement Services canceling the contract.

**Section 14**

**Exception to Required Use of Contract**

The establishment of this Master Agreement is not intended to preclude the use of similar products when requested by the agency. The Commonwealth of Kentucky reserves the right to contract for large requirements by using a separate solicitation.

**Section 15**

**Service Performance**

All services performed under this contract, if applicable, shall be in accordance with the terms and provisions of the contract. It will be the agency’s responsibility to ensure that such services rendered are performed and are acceptable.

The relationship between the State and the Contractor is that of client and independent contractor. No agent, employee, or servant of the contractor or any of its subcontractors

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shall be or shall be deemed to be an employee, agent, or servant of the State for any reason. The contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this contract.

Major deviations of services performed will not be made without the written approval of the Office of Procurement Services. Problems that arise under any aspect of performance should first be resolved between the vendor and the agency. Either party should refer in writing any such problems and/or disagreements that cannot be resolved to the Office of Procurement Services for settlement.

**Section 16**  
**Addition or Deletion of Items or Services**

The Office of Procurement Services reserves the right to add new and similar items, with the consent of the vendor. The Office of Procurement Services to effect this change will issue a contract Modification. Until such time as the vendor receives a Modification, the vendor shall not accept Delivery Orders from any agency referencing such items or services.

**Section 17**  
**Agreement between Parties**

This contract is the complete and exclusive statement of the agreement between the parties, which supersedes all prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this contract. It is further agreed between the parties, that any valid modification of contractual agreement must be formalized by issuance of a Contract Modification from the Office of Procurement Services.

**Section 18**  
**Governmental Restrictions**

In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship, or performance of the items offered on this proposal prior to delivery, it shall be the responsibility of the successful bidder to notify the Office of Procurement Services in writing, indicating the specific regulation which requires such alterations. The Commonwealth reserves the right to accept any such alterations, including any subsequent price adjustments, or to cancel the contract.

**Section 19**  
**Payments**

The vendor shall be paid, upon the submission of proper invoices to the receiving agency at the prices stipulated for the supplies delivered and accepted, or services rendered. Unless otherwise specified, payment will not be made for partial deliveries accepted. Payments will be made within thirty (30) working days after receipt of goods or a vendor's invoice in accordance with KRS 45.453 and KRS 45.454.

**Section 20**

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### **Inspection**

All supplies, equipment and services shall be subject to inspection or tests by the Commonwealth prior to acceptance. In the event supplies, equipment or services are defective in material or workmanship or otherwise not in conformity with specified requirements, the Commonwealth shall have the right to reject the items or services or require acceptable correction at the Vendor's expense.

### **Section 21**

#### **Subcontracts**

The contractor is permitted to make subcontract(s) with any other party for furnishing any of the work or services herein. The contractor shall be solely responsible for performance of the entire contract whether or not subcontractors are used. The Commonwealth shall not be involved in the relationship between the prime contractor and the subcontractor. Any issues that arise as a result of this relationship shall be resolved by the prime contractor.

All references to the contractor shall be construed to encompass both the contractor and any subcontractors of the contractor.

### **Section 22**

#### **Federal Tax Exempt Purchases by the Commonwealth of Kentucky**

The Office of Procurement Services will furnish a Tax Exemption Certificate with each individual order issued against this contract. Therefore, quoted prices must be exclusive of Federal Excise Taxes.

### **Section 23**

#### **EEO Requirements**

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

<http://finance.ky.gov/services/eprocurement/Pages/VendorServices.aspx>

### **Section 24**

#### **Governing Law**

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the Commonwealth on the contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

### **Section 25**

#### **Access to Records**

The state agency certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly

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pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

**Section 26  
Accessibility**

Vendor hereby warrants that the products or services to be provided under this contract comply with the accessibility requirements of section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194. Vendor further warrants that the products or services to be provided under this contract comply with existing federal standards established under Section 255 of the Federal Telecommunications Act of 1996 (47 U.S.C. § 255), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1193, to the extent the vendor's products or services may be covered by that act. Vendor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention.

**Section 27  
Provisions for Termination of the Contract**

This Contract shall be subject to the termination provisions set forth in 200 KAR 5:312.

**Section 28  
Discrimination (Effective April 8, 2015)**

Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. This section applies only to contracts utilizing federal funds, in whole or in part. During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, or age. The contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The contractor agrees to provide, upon request, needed reasonable accommodations. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin,



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sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

7. The contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take

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such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **Section 29**

### **Administrative Fee**

The Contractor agrees to provide a quarterly administrative fee to the Commonwealth of Kentucky as a part of the Contractor's unit prices and is not to be charged directly to the customer in the form of a separate line item. The administrative fee percentage is only applicable to amounts actually received by the Contractor during the quarter and is not applicable to the amounts ordered by customers but not yet paid. The administrative fee shall be paid in the form of a check payable to the Commonwealth of Kentucky – Office of Procurement Services for an amount equal to 1.0% of the net sales (less any return, credits or adjustments) under this Master Agreement for the duration of the contract. Fees shall be paid forty-five (45) days after the close of the quarter. Check to be mailed to the Office of Procurement Services, 200 Mero Street, 5<sup>th</sup> Floor, Frankfort, KY 40622.

## **Section 30**

ALL PROVISIONS OF SOLICITATION (RFB 758 2200000787) AND THE PROVISIONS OF FAP-110-10-00 SHALL BE PART OF THIS MASTER AGREEMENT.

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## BOBCAT® MOWER WARRANTY

Bobcat Company warrants to its authorized dealers and authorized dealers of Bobcat Equipment Ltd., who in turn warrant to the owner, that each new Bobcat mower will be free from proven defects in material and workmanship during the applicable warranty term.\*

During the warranty period, the authorized Bobcat dealer shall repair or replace, at Bobcat Company's option, without charge for parts and labor, any part of the Bobcat product except as otherwise specified herein which fails because of defects in material or workmanship. The owner shall provide the authorized Bobcat dealer with prompt written notice of the defect and allow reasonable time for repair or replacement. Bobcat Company may, at its option, require failed parts to be returned to the factory. Travel time of mechanics and transportation of the Bobcat product to the authorized Bobcat dealer for warranty work are the responsibility of the owner. The remedies provided in this warranty are exclusive.

### WHAT IS NOT COVERED

This limited warranty does not cover any Bobcat mower, part or accessory that has been subject to misuse, abuse, neglect, negligence, or accident, or that has not been operated or maintained in accordance with the operating or maintenance instructions specified in the Operation and Maintenance Manual. This exclusion includes, without limitation, (i) normal deck or baffle wear including blow through due to sand or other abrasive materials; and (ii) parts or equipment that has been altered or modified so as to adversely affect its operation, performance or durability, or that has been altered or modified in ways not approved by Bobcat Company. In addition, this warranty does not cover repairs made necessary by normal wear and tear, lack of proper protection during storage or normal maintenance parts and service, including, without limitation, such things as routine cleaning, adjusting or replacing filters, spark plugs, carburetors, ignition, light bulbs, fuses, starter drive or other drivebelts, brakes, clutch linings or starter brushes, or by the use of parts, supplies or accessories, including, without limitation, gasoline, oil or lubricants, which in the reasonable judgment of Bobcat Company are either incompatible with the product, adversely affect its operation, performance or durability or are other than as recommended in the Operation and Maintenance Manual or other operational instructions provided by Bobcat Company.

### WARRANTY EXPECTATIONS

- Service parts and un-serialized accessories are warranted for a period of 180 DAYS from the date of purchase.
- Serialized accessories are warranted for a period of TWO (2) YEARS from the date of purchase.
- Bobcat Company makes no warranty with respect to the engine and its service parts. Consult the

Engine Operation Manual for the engine provided with your product or ask an authorized dealer for the terms and conditions of these warranties.

- **Battery Policy:**
- **Units already in service:** the warranty cost will be a flat \$50 coverage for 12months.
- **New unit:** When setting up a crated unit and the battery is found to no longer hold a sufficient charge, warranty will cover a replacement AGM battery 4171099.

<b>Table 1 * Warranty Term Bobcat Product</b>	<b>Warranty Term</b>
ZS4000	36 months or 2000 hours. Whichever comes first.
ZT2000	36 months or 500 hours. Whichever comes first.
ZT3000	36 months or 1000 hours. Whichever comes first.
ZT3500	36 months or 1000 hours. Whichever comes first.
ZT6000	36 months or 2000 hours. Whichever comes first.
ZT6100	36 months or 2000 hours. Whichever comes first.
ZT7000	36 months or 2000 hours. Whichever comes first.
WB700	36 months or 2000 hours. Whichever comes first.

### LIMITATION OF IMPLIED WARRANTIES AND OTHER REMEDIES

To the extent permitted by law, neither Bobcat Company nor any company affiliated with it makes any warranties, representations or promises as to the quality, performance or freedom from defect of the Bobcat mower, part or accessory covered by this limited warranty.

**THE AUTHORIZED DEALER MAKES NO WARRANTY OF ITS OWN AND SUCH DEALER HAS NO AUTHORITY TO MAKE ANY REPRESENTATION, WARRANTY OR PROMISE ON BEHALF OF BOBCAT COMPANY OR TO MODIFY THE TERMS OR LIMITATIONS OF THIS LIMITED WARRANTY IN ANY WAY**

**THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXCEPT THE WARRANTY OF TITLE. BOBCAT COMPANY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL BOBCAT COMPANY OR THE AUTHORIZED BOBCAT DEALER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO,**

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**LOSS OR INTERRUPTION OF BUSINESS, LOST PROFITS, OR LOSS OF MACHINE USE, WHETHER BASED IN CONTRACT WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTE OR OTHERWISE, EVEN IF BOBCAT COMPANY OR THE AUTHORIZED DEALER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF BOBCAT COMPANY AND THE AUTHORIZED DEALER WITH RESPECT TO THE PRODUCT AND SERVICES FURNISHED HEREUNDER SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCT UPON WHICH SUCH LIABILITY IS BASED.**

### **OBTAINING WARRANTY SERVICE**

To make a claim under warranty, return the Bobcat mower or accessory to an authorized dealer during the warranty term. Proof of purchase will be required to substantiate any warranty claim. Tampering of the hour meter nullifies this warranty. This warranty is effective only with the Bobcat mowers listed herein as well as parts and accessories.

## **Limited Extended Warranty Protection for Commercial Mowers**

### **PROTECT YOUR COMMERCIAL MOWER TO KEEP YOUR BUSINESS MOVING FORWARD.**

Your mowers generate income – so you know how essential they are to your business. A solid repair and maintenance plan will help you rest easier. Safeguard your business-critical machines with Protection Plus<sup>®</sup> limited extended warranty. This limited extended warranty plan from Bobcat allows you to purchase additional protection for your commercial mowers, and it goes well beyond the scope of the standard Bobcat warranty.

### **WITH OPTIONS UP TO 60 MONTHS AND 2,500 HOURS, YOU PICK THE PLAN THAT'S RIGHT FOR YOU.**

The Protection Plus limited extended warranty provides you peace of mind and flexibility. Depending on model, when you purchase an extended warranty for your commercial mower, you can extend your warranty by 12 months or 24 months, and up to an additional 500 hours.

### **WHAT DOES YOUR LIMITED EXTENDED WARRANTY PROVIDE**

#### **PEACE OF MIND**

For a small investment, you can protect your Bobcat<sup>®</sup> mower with additional warranty coverage to minimize your repair costs. If machine issues do occur, you know in advance that you are covered.

#### **RISK MANAGEMENT**

By providing a comfortable shield of protection against repairs due to defects in materials or workmanship, an extended warranty greatly decreases your exposure to financial risk.

#### **NO DEDUCTIBLE**

Your Protection Plus extended warranty policy pays for the cost of any warrantable repair, with no deductible required.

#### **HIGHER RESALE VALUE**

If you sell your mower, any remaining Protection Plus extended warranty coverage can be transferred to the new owner. The extended warranty also tells a prospective buyer that your machine received superior care and maintenance.

#### **BACKING FROM BOBCAT**

The Protection Plus extended warranty is fully backed by Bobcat to ensure you'll be as confident as we are in our products. It includes factory-backed parts and labor coverage, and it's honored at any authorized Bobcat dealer.

### **COVERAGE OPTIONS**

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The Protection Plus limited extended warranty program from Bobcat offers 48- and 60-month plans for commercial customers. You may purchase Protection Plus extended warranty coverage during your mower's limited, base standard warranty period.

BOBCAT MODEL	STANDARD WARRANTY		EXTENDED WARRANTY			
	MONTHS	HOURS	MONTHS	HOURS	MONTHS	HOURS
<b>WB700</b>	<b>36</b>	<b>2,000</b>	<b>48</b>	<b>2,250</b>	<b>60</b>	<b>2,500</b>
<b>ZT3500</b>	<b>36</b>	<b>1,000</b>	<b>48</b>	<b>1,100</b>	<b>60</b>	<b>1,200</b>
<b>ZS4000</b>	<b>36</b>	<b>2,000</b>	<b>48</b>	<b>2,250</b>	<b>60</b>	<b>2,500</b>
<b>ZT6000</b>	<b>36</b>	<b>2,000</b>	<b>48</b>	<b>2,250</b>	<b>60</b>	<b>2,500</b>
<b>ZT6100</b>	<b>36</b>	<b>2,000</b>	<b>48</b>	<b>2,250</b>	<b>60</b>	<b>2,500</b>
<b>ZT7000</b>	<b>36</b>	<b>2,000</b>	<b>48</b>	<b>2,250</b>	<b>60</b>	<b>2,500</b>

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Bobcat Commercial Mowers (Bobcat Company)

During the applicable period of the Protection Plus limited extended warranty plan, the authorized Bobcat dealer shall repair or replace, at the option of Bobcat Company, without charge for parts and labor, any covered component of the Bobcat mower which fails because of defects in material or workmanship except as otherwise provided below. The owner of the protected mower agrees to provide the dealer with prompt written notice of any defects covered by the Protection Plus limited extended warranty plan and to allow a reasonable time for replacement or repair. Bobcat may, at its option, request the return of failed parts to a specified destination. Protection Plus limited extended warranty is not intended to restore the entire product to like-new condition. Coverage is limited to the repair or replacement of the failed component and any resulting damaged parts. Other parts removed in the process of repair will be reinstalled as is, unless the customer authorizes the additional cost of replacing such parts at the customer's expense. This limited extended warranty is transferable, provided an authorized Bobcat dealer is notified of change of ownership and authorizes such transfer, but the warranty term commences upon the date of the original purchase.

#### Customer Participation and Responsibilities

The customer is responsible for ensuring that all recommended preventative maintenance is performed at the specified service intervals as described in the Operation and Maintenance (O&M) Manual. Preventative maintenance includes, but is not limited to, the servicing, adjusting and/or replacing of specific components. The customer/dealer may be required to provide proof of compliance with the maintenance schedules at the time of failure. Proof may include receipts or copies of work orders or invoices showing the remainder of the Protection Plus limited extended warranty coverage term.

#### What Is Not Covered

This limited extended warranty does not cover any Bobcat mower, part or accessory that (i) has been subject to misuse, abuse, neglect, negligence or accident, or that has not been operated or maintained in accordance with the operating or maintenance instructions specified in the O&M Manual. This includes, without limitation, normal deck or baffle wear including blow-through due to sand or other abrasive materials; (ii) has been altered or modified so as to adversely affect its operation, performance or durability, or that has been altered or modified in ways not approved by Bobcat Company. In addition, this warranty does not cover repairs made necessary by normal wear and tear, lack of proper protection during storage or normal maintenance parts and service, including, without limitation, such things as routine cleaning, adjusting or replacing filters, spark plugs, carburetors, ignition, light bulbs, fuses, starter drive or other drive belts, brakes, clutch linings or starter brushes, or by the use of parts, supplies or accessories, including, without limitation, gasoline, oil or lubricants, which in the reasonable judgment of Bobcat Company are either incompatible with the product, adversely affect its operation, performance or durability or are other than as recommended in the O&M Manual or other operational instructions provided by Bobcat Company. Bobcat Company makes no warranty with respect to the engine and its service parts. Consult the Engine Operation Manual for the engine provided with your product or ask an authorized dealer for the terms and conditions of these warranties. Batteries and tires carry their own standard warranty coverage and are not covered beyond those parameters.

#### General Protection Plus Plan Extended Warranty Exclusions and Limitations

1. Failure to perform the recommended preventative maintenance as specified in the O&M Manual.
2. Normal deterioration in performance and wear-out, or accelerated component wear-out due to application or operating technique, including, but not limited to, gasket or seal leaks and oil consumption.
3. Maintenance items such as lubricants, filters, belts and batteries.
4. Abuse or improper use of the machine.
5. Operation in applications not approved by Bobcat and/or beyond the design or capacity of the machine.
6. Failure to use and maintain proper levels of fuel, fluids and lubricants that meet or exceed the minimum specifications required by Bobcat as described in the O&M Manual.
7. Operation at performance settings other than the standard Bobcat specification.
8. Chemical corrosion and physical or mechanical erosion.
9. Modifications, unless performed at an approved repair facility at the request of Bobcat.
10. Any repairs if components have been stopped or altered that misrepresent the equipment's actual hours of usage.
11. Physical damage.
12. Freight and taxes.
13. Performance complaints including, but not limited to, fuel setting adjustments.
14. Failure of a typically covered component if resulting from failure of a non-covered component.
15. Transportation/towing/hauling costs or field service travel expenses (unless otherwise noted by exception for promotional purposes from Bobcat Company).
16. Downtime, inconvenience, or other incidental or consequential damages, losses or expenses that result from a defect in material or workmanship.
17. Storage or miscellaneous shop supplies and disposal fees.
18. Any cost covered by any warranty of the engine manufacturer (if other than Bobcat) including emissions warranty regardless of whether the warranty is honored.
19. Any costs incurred for Bobcat to comply with emissions standards under the US EPA or any national, federal, provincial or state law.
20. Acts of war, vandalism, riot, theft, explosion, collision, fire, flooding, severe weather and/or any other acts of nature or vermin.
21. Components that have their own stand-alone warranty coverage period where such coverage is less than the Protection Plus extended warranty plan coverage.
22. Dealer-installed kits and options which carry their own specific warranty terms.