



4. The Defect causes damage to the Class Vehicles' electrical and other operational systems and/or these systems cease to function, leaving the vehicles partially or completely inoperable.

5. The soy- and/or bio-based parts are purportedly more environmentally-friendly and less expensive than traditional wiring and other parts and components. However, current and former Class Vehicle owners and lessees should not be required to bear the costs associated with the Defect, nor should they be required to bear the risk of future out-of-warranty problems for animal-damaged wiring that results simply because Kubota made a cost-conscious decision to include cheaper bio-based or soy-based materials in Class Vehicles. Despite the fact Kubota is aware (or should be aware) of the Defect and that resulting rodent or other animal damage is a widespread problem in Class Vehicles across the United States, Kubota has failed to disclose the Defect to Class Vehicle purchasers and lessees, and routinely refuses to repair the Class Vehicles under its Limited Warranty (the "Warranty") that it issues with each Class Vehicle purchase or lease.

6. Worse still, upon information and belief, when Kubota repairs Defect-related damage for Class Members, it simply incorporates new defective bio- or soy-based wiring parts or components, exposing Class Vehicles to the continued risk and likelihood of future rodent or animal damage which will necessitate additional repairs, all to be paid for by Class Members.

7. Upon information and belief, when Class Members bring their Class Vehicles to Kubota's authorized dealers for Defect-related repairs, Kubota charges consumers for the costs associated therewith.

8. As a result of the Defect and the monetary costs associated with repairs, as well as other out-of-pocket losses and diminished Class Vehicle values, Plaintiff and Class Members have suffered injury in fact, incurred damages, and have otherwise been harmed by Kubota's conduct.

9. As set forth below, Plaintiff seeks redress for, among other things, Kubota's violations of warranty laws. Plaintiff also seeks recovery for monetary and equitable relief for Kubota's failure to implement or honor the terms of its Warranty, breaches of implied warranties, unjust enrichment, restitution, and declaratory relief.

## **II. JURISDICTION AND VENUE**

10. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1331 because it arises under the laws of the United States and pursuant to 28 U.S.C. § 1332(d) because: (i) there are 100 or more Class Members; (ii) there is an aggregate amount in controversy exceeding \$5,000,000, exclusive of interest and costs; and (iii) because at least one plaintiff and defendant are citizens of different states. This Court has supplemental jurisdiction over the state law claims pursuant to 28 U.S.C. § 1367.

11. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391 because Kubota transacts business in this district, is subject to personal jurisdiction in this district, and is therefore deemed to be a citizen of this district. Additionally, Kubota has advertised in this district and has received substantial revenue and profits from its sales and/or leasing of Class Vehicles in this district; therefore, a substantial part of the events and/or omissions giving rise to the claims occurred, in part, within this district.

12. This Court has personal jurisdiction over Kubota because it has conducted substantial business in this judicial district and intentionally and purposefully placed Class Vehicles into the stream of commerce within this district and throughout the United States.

## **III. PARTIES**

13. Plaintiff Burgess Properties, LLC ("Burgess") is a corporate citizen of Alabama and is currently domiciled in Hillsboro, Alabama.

14. Kubota Corporation (“KC”) is a tractor and manufacturing company with headquarters in Osaka, Japan founded in 1890.

15. Kubota Tractor Corporation (“KTC”) was formed in 1972 as the company’s North American base and is headquartered at 1000 Kubota Drive, Grapevine, Texas.

16. KC and KTC are collectively referred to herein as “Kubota”.

17. Scott Equipment Company, Inc. (“Scott”) is a corporate citizen of Alabama and an authorized Kubota dealer located in Russellville, Alabama. Scott acted as a representative and agent of Kubota for the acts complained of herein.

#### **IV. FACTUAL ALLEGATIONS**

18. On September 28, 2017 Burgess purchased a 2017 Kubota L5460HSTC Tractor (this, along with all similarly situated Kubota equipment as defined herein are referred to as the “Class Vehicles”) from Scott in Russellville, Alabama.

19. As with many Class Vehicles, Burgess kept and stored their Class Vehicle in a covered barn.

20. In January 2018, Burgess experienced failure of the Class Vehicle to properly operate.

21. Shortly thereafter, Burgess took the Class Vehicle to Scott for repair assessment. After disassembling the Class Vehicle, the Scott technicians advised Burgess the wiring harnesses in the Class Vehicle had been destroyed by chewing from rodents.

22. Scott informed Burgess the wiring was a soy-based product and Kubota was having many company problems such as Burgess was now experiencing due to that fact.

23. Scott informed Burgess the repair and replacement would not be covered under any Kubota Warranty and refused to provide any Kubota warranty benefits to Burgess.

24. Burgess was then billed \$1,753.10 by Scott for the repair and replacement of the wiring (Invoice attached as Ex. B). Burgess paid this amount in full out of pocket.

25. To date, Kubota and Scott have failed to adequately remedy the Defect in Burgess's Class Vehicle or reimburse it for the rodent-related damage it paid to repair the Class Vehicle.

26. Burgess has suffered an ascertainable loss as a result of the Defendants' wrongful acts, denials, omissions and/or misrepresentations associated with the Defect, including, but not limited to, cost of repairs, future repairs and diminished value of the Class Vehicle.

27. Neither Kubota, Scott nor any of its agents, dealers, or other representatives informed Burgess of the existence and prevalence of the Defect prior to its purchase, nor did they warn Burgess of the risks associated with the Defect or provide instructions to avoid the injuries that would result from the Defect, even though the Defendants were aware of the issues prior to the vehicle purchase by Burgess.

28. Had Burgess known of the Defect, it would not have purchased the Class Vehicle, or would have paid significantly less than it did, or stored and maintained the vehicle in a different manner in order to attempt to avoid the damages suffered.

**A. The Defective Soy- and/or Bio-Based Materials within Class Vehicles**

29. Electrical wiring is ubiquitous in modern equipment/vehicles. A vehicle's electrical wiring connects the various critical and non-critical vehicle systems. The wire creates circuits that must stay intact in order for the vehicle to function as intended.

30. Electrical systems deliver and monitor electrical power to various devices and sensors in the vehicle. A vehicle's electrical system is complex and is made up of many different components. The battery is the center of and powers the electrical system. The electrical system is made up of a web of connected wires, fuses, and relay systems. This wiring carries the current supplied by the

battery and directs it to various vehicle components. When an electrical component is not working correctly, it is often caused by an open circuit, which can result from a broken or compromised wire or wire connection. When this occurs, vehicle functions that are imperative to safe vehicle operation may not work properly. This is because when electrical wiring is disconnected or compromised, circuits are broken, causing systems to partially or completely fail.

31. Historically, vehicle wiring was coated or covered with a glass, plastic or polymer-based insulation. However, over approximately the past decade, and especially in light of skyrocketing oil prices in the mid- to late-2000s, there has been a dramatic downshifting in vehicle manufacturing which has spurred manufacturers to explore new materials to decrease cost and make more parts recyclable. As a result, upon information and belief, Kubota and other major vehicle manufacturers migrated from petroleum-based wire insulation to a plant-, soy-, or other bio-based automobiles parts because it became considerably less expensive and is purportedly more environmentally-friendly, as it is biodegradable.

32. The use of these bio-based materials in vehicle manufacturing was recognized in a 2012 investigation by the United States Department of Agriculture, which specifically identified that many manufacturers use soy- or bio-based materials in the manufacturing process.<sup>1</sup>

33. Wiring coating and/or insulation is an imperative line of defense to protect the integrity of electrical wiring in automobile electrical systems. But upon information and belief, Kubota made the decision to incorporate in its wiring insulation and/or coatings (and other parts in Class Vehicles) soy- and/or bio-based material – which invite, rather than protect against, electrical

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<sup>1</sup> United States Department of Agriculture, Biobased Automobile Parts Investigation, A report developed for the USDA Offices of Energy Policy and New Uses (Sept. 2012), available at <https://www.usda.gov/oce/reports/energy/Biobased%20Automobile%20Parts%20Investigation%20Report.pdf> (last visited March 21, 2017).

wiring issues and concerns, as set forth herein – and it did so not just in the name of “going green” but also, and significantly, in the name of profit and cost-cutting.

34. Irrespective of Kubota’s business justifications, the transition to soy- or bio-based wiring parts and other parts has created an attraction for rodents and other animals and pests under the hoods of Class Vehicles at the expense of Class Members. Rodents and other animals are attracted to the soy- and bio-based materials in Class Vehicles, whether it is in the electrical wiring and wiring parts, seat cushion foam, air filters, or elsewhere in the Class Vehicles.

35. The inclusion of these materials, especially in Class Vehicle electrical wiring and wiring components, attracts rodents and other animals that nest under the hoods of Class Vehicles and feast on the wires, thereby compromising the integrity of Class Vehicle electrical systems and rendering Class Vehicles fully or partially inoperable. Vehicle electrical wiring does not have to be entirely chewed through to jeopardize the functionality of the wiring system, rather, mere exposure of the wires can make a vehicle unfit for use.

36. The safety concerns raised by wiring damage and failures in vehicle electrical systems are obvious, and Kubota’s continued use of soy- or bio-based materials, including wiring insulation and/or wiring coatings, poses a legitimate threat to the safety of Plaintiff, Class Members and prospective purchasers or lessees of Class Vehicles.

37. In fact, Defendants knew or should have known that Class Vehicles are even more subject to rodents than street/passenger vehicles given the fact Class Vehicles are farm, construction and other outdoor equipment that are commonly kept and stored in outdoor or partially outdoor spaces like sheds, barns, warehouses and storage facilities where rodents thrive in their natural environment.

38. Soy- and/or bio-based wiring is not suitable for its intended purpose – to protect vehicle wiring and circuitry in order to keep vehicles operational and safe.

39. Regardless of the precise composition of the materials used in Class Vehicle wiring or wiring insulation, under the circumstances alleged herein – where numerous consumers are routinely experiencing significant rodent/animal damage to relatively new Class Vehicles through no fault of their own – Defendants should (a) disclose this issue to prospective purchasers and lessees; (b) should not be excluding repairs for rodent/animal related damage from coverage under the terms of Kubota’s Warranty; and (c) Defendants should be taking appropriate measures to modify the areas surrounding the wires in such a way to prevent the ongoing intrusion from rodents (such as, for example, incorporating rodent-deterrent materials, coatings, devices, meshes, etc.).

40. As a result, Plaintiff and members of the proposed Class were harmed in their business and/or property in multiple ways and suffered actual damages, including but not limited to:

- a. The monetary costs associated with repairs as well as other out-of-pocket losses;
- b. Overpayment for leased or purchased Class Vehicles, in that Plaintiffs believed they were paying for vehicles that would not be at an increased risk of damage by pests because of the inclusion of bio-based products, and obtained vehicles with these products; and
- c. The diminished value of the Class Vehicles, thus reducing their resale value unless and until suitable replacement is undertaken.

**B. Defendants’ Knowledge of the Defect**

41. Defendants were aware or should have been aware of the Defect in Class Vehicles through (1) its own records of customers’ complaints; (2) dealership repair records; (3) warranty and post-warranty claims; (4) internal durability testing; and (5) other various sources. Despite their

knowledge, Defendants failed to notify consumers of the nature and extent of the Defect and/or provide any adequate remedy under the Warranty.

42. Defendants are also aware or should have been aware of the Defect, because upon information and belief, its agents, dealers, or other representatives routinely and consistently refuse to provide Warranty coverage for damage to Class Vehicles resulting from the Defect. Instead, Defendants, through their agents, dealers, or other representatives, compels consumers to either pay for repairs out-of-pocket or to make an insurance claim and pay an expensive deductible.

43. Furthermore, the defective nature of the soy-based wiring has been widely publicized and known within the vehicle manufacturing industry generally.

44. A number of news stations across the United States have done consumer interest stories on soy or bio-based wiring in vehicles, reporting on how the inclusion of these materials or ingredients attracts pests that cause extensive damage. One news media outlet that claims to be leading a nationwide investigation into this very issue reports (among other findings) the following:

Many new vehicles now use wiring that has a soy-based coating, which is better for the environment and cheaper to make than the traditional kind. But apparently, rodents love to gnaw on it, which can cause major electrical problems.<sup>2</sup>

45. Consumer media websites have also tracked the propensity of soy- and/or bio-based wiring insulation and coatings to attract animals and result in damage. Major car manufacturers are experiencing the same Defect as Kubota. Honda Motor Company is supposedly convinced there is a problem with its own wiring insulation and reportedly made plans to introduce a spicy chemical

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<sup>2</sup> Jason Stoogenke, Action 9 leads national investigation into rodents chewing on vehicle wires, WSOCTV, Jun. 3, 2016, <http://www.wsocvtv.com/news/9-investigates/rodents-chewing-on-vehicle-wiring/235719735> (last visited Nov. 29, 19 2016).

to its wiring to stop rodents from eating it.<sup>3</sup> Upon information and belief, Honda has also introduced its own proprietary rodent tape which discourages or repels rodent attacks.<sup>4</sup>

46. Significantly, Defendants knew or should have known that the Class Vehicles are commonly kept and stored in outdoor or partially outdoor spaces like sheds, barns, warehouses and storage facilities where rodents thrive in their natural environment, and thus, the Defect is at an even greater risk of materializing.

47. Defendants has turned this Defect into another source of income for itself and its other dealers by charging Class Vehicle owners and lessees for repairs (or charging for purchase and installation of repellants, traps, and other preventive measures) to deal with the adverse consequences of the Defect that Defendants should be covering under the Warranty.

48. Kubota has evaded and continues to evade its Warranty obligations by failing to tell consumers their Class Vehicles are defective and by claiming rodent damage is not covered under Warranty repairs or replacements.

49. Kubota has known (or it should have known) that soy- and/or bio-based materials, including wiring insulation and coating, attract rodents and other pests that damage Class Vehicles. Upon information and belief, when damage occurs, Kubota dealers like Scott inform consumers

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<sup>3</sup> See, e.g., Jenn Strathman, Mechanics Say Soy In Car Wiring Attracts Munching Mice, So Honda Created A Solution, WPTV, Nov. 6, 2013, <http://www.wptv.com/money/consumer/mechanics-say-soy-in-car-wiring-attracts-munching-mice-so-toyota-created-a-solution> (last visited Nov. 29, 2016) (a Toyota Tundra purchaser experienced engine trouble due to rodent eating his wires); Jason Stoogenke, Action 9 Leads National Investigation Into Rodents Chewing On Vehicle Wires, WSOTV, updated June 3, 2016, <http://www.wsocvtv.com/web/wsoc/news/9-investigates/rodents-chewing-on-vehicle-wiring/235719735> (last visited Nov. 29, 2016) (recounting the story of a purchaser of a brand new Toyota Camry who could not turn on her engine because rodents ate the soy wiring in her vehicle).

<sup>4</sup> Tim Esterdahl, Mice Eat Toyota Tundra Wires – True Story, Nov. 8, 2013, <http://www.tundraheadquarters.com/blog/mice-eat-wires/> (last visited Nov. 29, 2016).

that rodent damage is very common in the type equipment in the Class Vehicles, and acknowledge it is the bio-based or soy-based materials in the vehicles that are attracting rodents. Yet, notwithstanding its knowledge of the Defect, Defendants consistently refuse to repair the Class Vehicles under the Warranty when the Defect manifests.

**C. Kubota's Limited Warranty**

50. Despite Kubota's knowledge of the Defect, it refuses to honor its Warranty, which provides: "Warranty is a written guarantee by the manufacturer of a product, promising to repair or replace parts which have a defect in materials or workmanship". (Warranty attached as Exhibit A, p. 1). The Warranty also states:

**\*The Kubota Limited Warranty**

Kubota Tractor Corporation will, through its authorized dealers, repair or replace any Genuine Kubota part which is found to be defective in materials or workmanship. The defect must occur during normal use of the product and within the length of warranty coverage. The repair or replacement will be at no charge for either the part or the labor to repair or replace that part. Repairs must be completed using only Genuine Kubota parts, or parts that have been approved by Kubota.

\* Unless agreed, or as required by law.

(Ex. A, p. 2).

51. The Warranty specifically spells out what it does not cover:

**This Warranty Does NOT Cover Failures Caused By:**

- Abusive operation
- Natural calamities
- Unauthorized modifications
- Improper repairs
- Use of non-Genuine Kubota parts
- Neglected maintenance/incorrect operation (specified in Operator's Manual)
- Unapproved attachments
- Usage which is contrary to the intended purpose

**\*This Warranty does NOT cover replacement of Wear or Maintenance items (unless defective) including, but not limited to:**

- Clutch and brake linings

- Filters (air, fuel, oil)
- Light bulbs
- Window glass
- Lubricants & coolants (unless used during an authorized repair)
- Belts
- Cutting blades and tines
- Bucket teeth
- Injector nozzles
- Spark plugs
- Tires and tracks

**This Warranty does NOT cover:**

- Pickup or delivery of the equipment\*
- Rental of replacement equipment during the repair period
- Products which have been declared a total loss and subsequently salvaged
- Overtime labor charges
- Travel time or mileage (customer responsibility)\*
- Service calls (customer responsibility)
- Transportation of equipment to dealer from customer's home or other location (customer responsibility)\*
- Repairs performed by Non U.S. Kubota Dealers

\* Unless agreed, or as required by law.

(Ex. A, pp. 4-5). Thus, the Warranty covers any defect unless the defect is listed as an exception.

52. Soy- and/or bio-based insulated wiring and wiring components are not listed as a written exception in the Warranty. Kubota created this problem by including soy materials in the manufacturing process for Class Vehicles. Thus, the Defect is the inclusion of soy- and/or bio-based materials in Class Vehicles and the intrinsic nature of these materials to attract rodents, and the Defect existed in Class Vehicles at the time of manufacturing and when Class Vehicles leave manufacturing locations.

53. Furthermore, the Warranty does not expressly or impliedly disclaim Warranty coverage for rodent or other animal damage in Class Vehicles and the same is true for the Warranties that cover all Class Vehicles. If Kubota wanted to exclude rodent damage from Warranty coverage, it could have done so, just as it did for numerous other specific issues. But Kubota did not exclude this

damage. Kubota cannot now rely on the language in its Warranty exclusions which have nothing to do with soy or bio-based wiring or rodents to escape its Warranty obligations to consumers.

Notwithstanding its obligation under its Warranties, Kubota has denied Warranty coverage to Plaintiff and Class Members for Defect-related damage. Kubota has refused to cover the costs of repairs due to a problem that Kubota created. Thus, Plaintiff and Class Members were and are forced to pay out of pocket for repairs and services (and other out of pockets) that should have been covered under Kubota's Warranty.

## V. CLASS ACTION ALLEGATIONS

54. Plaintiff brings this lawsuit on behalf of itself and all similarly situated individuals and entities, pursuant to Federal Rule of Civil Procedure 23(a), 23(b)(2) and 23(b)(3). Specifically, the nationwide class (the "Nationwide Class") and separate Alabama class (Alabama Class") consists of:

**Nationwide Class:** All persons or entities who: (a) currently own or lease a Class Vehicle with soy- and/or bio-based wiring; and/or (b) previously owned or leased a Class Vehicle with soy- and/or bio-based wiring within the Warranty Period.

**Alabama Class:** All persons or entities in the state of Alabama who purchased a Class Vehicle from Scott and who: (a) currently own or lease a Class Vehicle with soy- and/or bio-based wiring; and/or (b) previously owned or leased a Class Vehicle with soy- and/or bio-based wiring within the Warranty Period.

Excluded from the Classes are Defendants' affiliates, subsidiaries, parents, successors, predecessors, any entity in which Defendants or their parents have a controlling interest; Defendants' current and former employees, officers and directors; the Judge(s) and/or Magistrate(s) assigned to this case; any person who properly obtains exclusion from the Class; any person whose claims have been finally adjudicated on the merits or otherwise released; and the parties' counsel in this litigation. Plaintiff reserves the right to modify, change, or expand the Class definitions based upon discovery and further investigation.

55. **Numerosity:** Upon information and belief, the Class is so numerous that joinder of all members is impracticable. While the exact number and identities of individual members of the Class are unknown at this time, such information being in the sole possession of Kubota and its agents and is obtainable by Plaintiff only through the discovery process, Plaintiff believes, and on that basis alleges, that thousands of Class Members have been subjected to the conduct by Defendants herein alleged.

56. **Existence and Predominance of Common Questions of Fact and Law:** Common questions of law and fact exist as to all members of the Class. These questions predominate over the questions affecting individual Class Members. These common legal and factual questions include, but are not limited to:

- a. Whether Defendants engaged in the conduct alleged herein;
- b. Whether Defendants designed, advertised, marketed, distributed, leased, sold, or otherwise placed Class Vehicles into the stream of commerce in the United States;
- c. Whether Scott is an authorized agent of Kubota;
- d. Whether Scott leased, sold, or otherwise placed Class Vehicles into the stream of commerce in Alabama;
- e. Whether the Class Vehicles are sold with soy- and/or bio-based wiring insulation and other parts or components;
- f. Whether Defendants knew that Class Vehicles with soy- and/or bio-based wiring insulation and other parts or components subject these vehicles to an increased risk of damage from pests chewing through, eating, or otherwise damaging and compromising the Class Vehicles;
- g. Whether Defendants failed to disclose the fact that Class Vehicles include soy- and/or bio-based wiring insulation and other parts or components and the consequences to its customers;
- h. Whether a reasonable consumer would consider the Defect or its consequences to be material;

- i. Whether the Defect causes Class Vehicles to malfunction;
- j. Whether Defendants' conduct violates state and federal warranty laws and other laws as asserted herein;
- k. Whether the Defect is covered or should be covered under Kubota's Warranty;
- l. Whether Plaintiff and the other Class Members overpaid for their Class Vehicles as a result of the Defect alleged herein;
- m. Whether Plaintiff and the other Class Members are entitled to equitable relief, including, but not limited to, restitution or injunctive relief; and
- n. Whether Plaintiff and the other Class Members are entitled to damages and other monetary relief and, if so, in what amount.

57. **Typicality:** All of Plaintiff's claims are typical of the claims of the Class since Plaintiff and all Class Members were injured in the same manner by Defendants' uniform course of conduct described herein. Plaintiff and all Class Members have the same claims against Defendants relating to the conduct alleged herein, and the same events giving rise to Plaintiff's claims for relief are identical to those giving rise to the claims of all Class Members. Plaintiff and all Class Members sustained monetary and economic injuries including, but not limited to, ascertainable losses arising out of Defendants' wrongful conduct as described herein. Plaintiff is advancing the same claims and legal theories on behalf of themselves and all absent Class Members.

58. **Adequacy:** Plaintiff is an adequate representative for the Class because its interests do not conflict with the interests of the Class that it seeks to represent. Plaintiff has retained counsel competent and highly experienced in complex class action litigation – including consumer fraud class action cases and automobile defect cases, and counsel intends to prosecute this action vigorously. The interests of the Class will be fairly and adequately protected by Plaintiff and its counsel.

59. **Superiority:** A class action is superior to all other available means of fair and efficient adjudication of the claims of Plaintiff and all Class Members. The injury suffered by each

individual Class member is relatively small in comparison to the burden and expense of individual prosecution of the complex and extensive litigation necessitated by Defendants' conduct. It would be virtually impossible for members of the Class individually to redress effectively the wrongs done to them by Defendants. Even if Class Members could afford such individual litigation, the court system could not. Individualized litigation presents a potential for inconsistent or contradictory judgments. Individualized litigation increases the delay and expense to all parties, and to the court system, presented by the complex legal and factual issues of the case. By contrast, the class action device presents far fewer management difficulties, and provides the benefits of single adjudication, an economy of scale, and comprehensive supervision by a single court. Upon information and belief, members of the Class can be readily identified and notified based on, inter alia, the records (including databases, e-mails, etc.) Defendants and their agents maintain regarding sales and leases of Class Vehicles. Plaintiff knows of no difficulty to be encountered in the management of this action that would preclude its maintenance as a class action.

60. Defendants have acted or refused to act on grounds generally applicable to Plaintiff and the other members of the Class, thereby making appropriate final injunctive relief and declaratory relief, as described below, with respect to the Class as a whole.

61. Given that Defendants have engaged in a common course of conduct as to Plaintiff and the Class, similar or identical injuries and common law and statutory violations are involved, and common questions far outweigh any potential individual questions.

62. The Class is defined in terms of objective characteristics and common transactional facts; namely, the purchase or lease of Class Vehicles containing the Defect that resulted in rodent damage to Class Vehicle electrical wiring and systems. Class membership will be readily ascertainable from Defendants' business records.

63. Plaintiff reserves the right to revise the above Class definitions based on facts adduced in discovery.

**COUNT I**

**(DECLARATORY JUDGMENT ACT, 28 U.S.C. §2201(a), et. seq.)**

**(AGAINST ALL DEFENDANTS, AS TO THE NATIONWIDE AND ALABAMA CLASSES)**

64. Plaintiff hereby incorporates by reference each and every allegation of this class action complaint with the same force and effect as if it had been fully restated herein.

65. The Class Vehicles owned or leased by Plaintiff and the putative Class Members all were initially sold or leased with an accompanying express warranty issued by Kubota. A copy of that warranty covering Plaintiff's vehicle, which in all matters pertinent to this action is identical across all Class Vehicles, is attached hereto as Ex. A.

66. The Kubota Limited Warranty provides in pertinent part:

Kubota Tractor Corporation will, through its authorized dealers, repair or replace any Genuine Kubota part which is found to be defective in materials or workmanship. The defect must occur during normal use of the product and within the length of warranty coverage. The repair or replacement will be at no charge for either the part or the labor to repair or replace that part. Repairs must be completed using only Genuine Kubota parts, or parts that have been approved by Kubota.

(Ex. A).

67. All Class Vehicles are equipped with soy- and/or bio-based wiring. For the reasons detailed in this class action complaint, this wiring is defective in material and/or workmanship under normal use because soy- and/or bio-based material comprising the wiring or its insulation attracts rodents or other animals that then chew through the wiring. The soy- and/or bio-based material comprising the wiring or its insulation is therefore unfit to achieve wiring's purpose, and

once chewed through, the wiring fails in its workmanship because it no longer is able to achieve its intended electrical function.

68. The soy- and/or bio-based wiring in Class Vehicles experienced this Defect in material and workmanship during the durational term of Kubota's Limited Warranty. The soy- and/or bio-based material comprising the wiring or its insulation in Class Vehicles attracted rodents or other animals that chewed through the wiring or its insulation in Plaintiff's and Class Vehicles, leaving the Class Vehicles partially inoperable during the term of the Limited Warranty.

69. Other Class Members have experienced the same fate as Plaintiff in their Class Vehicles, and countless others will experience this same fate during the term of the Kubota Limited Warranty.

70. A real controversy or dispute exists between Plaintiff (and the Class Members) versus Kubota, regarding Kubota's duties and Plaintiff's and the Class Members' rights with respect to obtaining coverage under the Kubota Limited Warranty for the defective soy- and/or bio-based wiring or its insulation in the Class Vehicles.

71. Not only will a determination and declaration of whether the soy- and/or bio-based wiring or its insulation in the Class Vehicles is subject to coverage under the Limited Warranty impact the rights of Class Members to have their repairs reimbursed or covered by Kubota, but such a determination will also impact the value of each Class Members' purchase or lease of a Class Vehicle. An express warranty that, by its terms, purports to cover defects in material or workmanship but is then interpreted not to cover soy- and/or bio-based wiring or its insulation that is alleged to be defective is worth less than an identically- worded warranty that is interpreted to cover defective soy- and/or bio-based wiring or its insulation.

72. As a result of the controversy and dispute as to warranty coverage between Plaintiff (and the Class Members) and Kubota, Plaintiff is entitled to and does seeks a declaratory judgment as to Plaintiff's and the Class Members' rights to obtain warranty coverage from Kubota's Limited Warranty for any damage, during the durational term of Kubota's Limited Warranty, caused by the defective soy- and/or bio-based wiring or its insulation in the Class Vehicles.

73. Pursuant to 28 U.S.C. § 2202 of the Declaratory Judgment Act, which provides that "[f]urther necessary or proper relief based on a declaratory judgment or decree may be granted, after reasonable notice and hearing, against any adverse party whose rights have been determined by such judgment," Plaintiff also seeks as part of this Declaratory Judgment Act count, an Order declaring that Plaintiff's action has conferred a common benefit to the Class Members entitling Plaintiff and their counsel to an award of attorneys' costs and fees for conferring the same.

## **COUNT II**

### **(BREACH OF EXPRESS WARRANTY)**

#### **(AGAINST KUBOTA, AS TO THE NATIONWIDE AND ALABAMA CLASSES)**

74. Plaintiff hereby incorporates by reference each and every allegation of this class action complaint with the same force and effect as if it had been fully restated herein.

75. The Class Vehicles owned or leased by Plaintiff and the putative Class Members all were initially sold or leased with an accompanying express warranty issued by Kubota known as the Kubota Limited Warranty.

76. The Kubota Limited Warranty provides in pertinent part:

Kubota Tractor Corporation will, through its authorized dealers, repair or replace any Genuine Kubota part which is found to be defective in materials or workmanship. The defect must occur during normal use of the product and within the length of warranty coverage. The repair or replacement will be at no charge for either the part or the labor to repair or replace that part.

(Ex. A).

77. All Class Vehicles are equipped with soy- and/or bio-based wiring or its insulation. For the reasons detailed in this class action complaint, this soy- and/or bio-based wiring or its insulation is defective in material or workmanship under normal use because soy- and/or bio-based material comprising the wiring or its insulation attracts rodents or other animals that then chew through the wiring. The soy- and/or bio-based material comprising the wiring or its insulation is therefore unfit to achieve wiring's intended purpose, and once chewed through, the wiring fails in its workmanship because it no longer is able to achieve its intended electrical function.

78. The soy- and/or bio-based wiring in Class Vehicles experienced this Defect in material and workmanship during the durational term of Kubota's Limited Warranty. The soy- and/or bio-based material comprising the wiring in Class Vehicles attracted rodents or other animals that chewed through the wiring in Plaintiff's and Class Vehicles, leaving them partially inoperable during the term of the Limited Warranty.

79. Countless other Class Members have experienced the same fate as Plaintiff in their Class Vehicles, and countless others will experience this same fate during the term of the Limited Warranty.

80. Despite Plaintiff's experiences and that of countless other Class Members, and despite the express terms of the Limited Warranty, Kubota has taken the position that the soy- and/or bio-based wiring or its insulation in Class Vehicles does not amount to a defect in material or workmanship that is subject to coverage under the Limited Warranty. Plaintiff, therefore, was charged and paid for the repair or replacement of the defective soy- and/or bio-based wiring or its insulation in its Class Vehicle that was chewed through by a rodent or animal and that, therefore, left the vehicle inoperable. This, despite the fact, that when this problem initially arose and

Plaintiff brought its vehicle for repair to a Kubota factory-authorized dealership, the vehicle was within the age, operational hours and mileage durational limits of Kubota's Limited Warranty.

81. Kubota's failure to cover under warranty the repair or replacement of the defective soy- and/or bio-based wiring or its insulation when Plaintiff's vehicle was presented to a Kubota dealership for such repair during the durational term of the warranty, amounts to a material breach of Kubota's obligations under the Kubota Limited Warranty.

82. As a direct, proximate, and foreseeable result of Kubota's material breach of its Limited Warranty, Plaintiff and all Class Members whose vehicles experienced chewed through soy- and/or bio-based wiring or its insulation in their vehicles that were brought for repairs to a Kubota dealership during the term of the warranty but were not afforded coverage for that repair under that warranty were all injured by, inter alia, paying for that repair either themselves out-of-pocket or going through their own insurance products instead of having that repair made free of charge by Kubota, as was called for under the Kubota Limited Warranty.

### **COUNT III**

**(MAGNUSON-MOSS WARRANTY ACT, 15 U.S.C. § 2301, et. seq.)**

**(AGAINST KUBOTA AS TO THE NATIONWIDE AND ALABAMA CLASSES)**

83. Plaintiff hereby incorporates by reference each and every allegation of this class action complaint with the same force and effect as if it had been fully restated herein.

84. Kubota is a "warrantor" within the meaning of the federal Magnuson-Moss Warranty Act.

85. Plaintiff and each of the putative Class Members are "consumers" within the meaning of the federal Magnuson-Moss Warranty Act.

86. Kubota has issued a written warranty, known as the Kubota Limited Warranty, applicable to all Class Vehicles when initially sold or leased that has a duration extending to the earlier of 3

years or 36,000 miles covering the Class Vehicles. Through this warranty Kubota warrants, in pertinent part:

Kubota Tractor Corporation will, through its authorized dealers, repair or replace any Genuine Kubota part which is found to be defective in materials or workmanship. The defect must occur during normal use of the product and within the length of warranty coverage. The repair or replacement will be at no charge for either the part or the labor to repair or replace that part.

(Ex. A, p. 2).

87. In fact, contrary to the representations of its Limited Warranty, Kubota has since told Plaintiff the Defect in material or workmanship to the soy- and/or bio-based wiring or its insulation in the Class Vehicles that is described in this class action complaint (and that Plaintiff experienced) is not subject to coverage under Kubota's Limited Warranty.

88. Prior to commencing this suit, Plaintiff notified Kubota through its authorized dealer of the Defect and provided Kubota an opportunity to cure the same under their its Limited Warranty, but Kubota has not done so (and, in fact, expressly refused to do so).

89. Under 15 U.S.C. § 2310(d)(1), Plaintiff, as a consumer “who [are] damaged by the failure of a supplier, warrantor, or service contractor to comply with any obligation under this chapter, or under a written warranty, implied warranty, or service contract, may bring suit for damages and other legal and equitable relief.” 15 U.S.C. § 2310(d)(1). Plaintiff sues pursuant to this section to recover money damages and for legal and equitable relief on behalf of itself and the Class Members.

90. Likewise, pursuant to 15 U.S.C. § 2310(d)(2), upon prevailing in this action, Plaintiff is entitled to receive an award of attorneys' fees and expenses and pray for the same.

#### **COUNT IV**

#### **(BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY)**

**(AGAINST ALL DEFENDANTS AS TO THE NATIONWIDE AND ALABAMA CLASSES)**

91. Plaintiff hereby incorporates by reference each and every allegation of this class action complaint with the same force and effect as if it had been fully restated herein.

92. At all times relevant, the 48 other states listed below, including the District of Columbia, have codified and adopted the provisions of the Uniform Commercial Code governing the implied warranty of merchantability: Ala. Code§ 7-2-314; Alaska Stat.§ 45.02.314; Ariz. Rev. Stat. Ann. § 47-2314; Ark. Code. Ann.§ 4-2-314; Cal. Com. Code§ 2314; Colo. Rev. Stat.§ 4-2- 314; Conn. Gen. Stat. Ann.§ 42a-2-314; 6 Del. Code. § 2-314; D.C. Code. § 28:2-314; Fla. Stat. Ann.§ 672.314; Ga. Code. Ann.§ 11-2-314; Haw. Rev. Stat.§ 490:2-314; Idaho Code§ 28-2-314; 810 Ill. Comp. Stat. Ann. 5/2-314; Kan. Stat. Ann.§ 84-2-314; Ky. Rev. Stat. Ann.§ 355.2-314; La. Civ. Code Ann. Art. § 2520; 11 Me. Rev. Stat. Ann.§ 2-314; Md. Code. Ann.§ 2-314; Mass. Gen. Law Ch. 106 § 2-314; Mich. Comp. Laws Ann.§ 440.2314; Minn. Stat. Ann. § 336.2-314; Miss. Code Ann. § 75-2-314; Mo. Rev. Stat. § 400.2-314; Mont. Code Ann. § 30-2-314; Nev. Rev. Stat. U.C.C. § 104.2314; N.H. Rev. Ann. § 382-A:2-314; N.J. Stat. Ann. § 12A:2-314; N.M. Stat. Ann. § 55-2-314; N.Y. U.C.C. Law§ 2-314; N.C. Gen. Stat. Ann. § 25-2-314; N.D. Stat. § 41-02-314; Ohio Rev. Code Ann. § 1302.27; Okla. Stat. tit. 12A § 2-314; Or. Rev. Stat.§ 72.3140; 13 Pa.C.S. § 2314; R.I. Gen. Laws§ 6A-2-314; S.C. Code Ann. § 36-2-314; S.D. Stat.§ 57A-2-314; Tenn. Code Ann.§ 47-2-314; Tex. Bus. & Com. Code Ann.§ 2-314; Utah Code Ann.§ 70A-2-314; Va. Code§ 8.2-314; Vt. Stat. Ann. 9A §2-314; W. Va. Code§ 46-2-314; Wash. Rev. Code§ 62A 2-314; Wis. Stat. Ann.§ 402.314 and Wyo.Stat. § 34.1-2-314.

93. Defendants are “merchants” as defined under the UCC.

94. The Class Vehicles are “goods” as defined under the UCC.

95. Defendants impliedly warranted the Class Vehicles were of a merchantable quality.

96. Plaintiff, as a consumer, had reasonable expectations the tractor at issue was manufactured and designed for its intended purpose.

97. Defendants breached the implied warranty of merchantability because the Class Vehicles were not of a merchantable quality due to the Defect, and the associated problems caused by the Defect.

98. As an authorized dealer, Scott is an agent of Kubota.

99. Plaintiff's and Class Members' interactions with Defendants suffice to create privity of contract between Plaintiff and Class Members, on the one hand, and Defendants, on the other hand.

100. Plaintiff is in direct privity with Scott in the transactions described herein (see Ex. B attached).

101. Alternatively, Plaintiff and Class Members are intended third-party beneficiaries of contracts between Kubota and its authorized dealers, and specifically, of Kubota's implied warranties. Kubota's dealers are intermediaries between Kubota and consumers that sell Class Vehicles to consumers and are not consumers of Class Vehicles, and therefore have no rights against Kubota with respect to Plaintiff's and Class Members' purchases or leases of Class Vehicles. Kubota's warranties were designed for the benefit of consumers who purchase(d) or lease(d) Class Vehicles.

102. As a direct and proximate result of the breach of said warranties, Plaintiff and Class Members were injured and are entitled to damages.

103. Kubota's attempt in its Limited Warranty to disclaim or limit the implied warranty of merchantability vis-à-vis consumers is unconscionable and unenforceable here. Specifically,

Kubota's Warranty Limitations are unenforceable because Kubota knowingly sold a defective product through Scott without either informing consumers about the Defect.

104. Plaintiff and Class Members have complied with all obligations under the Warranty or otherwise have been excused from performance of said obligations as a result of Defendants' conduct described herein.

### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff and the Class Members pray for judgment against the Defendants as follows:

A. That the Court determine that this action may be litigated as a class action, and Plaintiff and its counsel be appointed class representative and class counsel, respectively;

B. That judgment be entered against Defendants and in favor of Plaintiff and the Class Members on all counts;

C. That Defendants be ordered to bear the cost of notifying the absent Class Members of this class action, and of the Class Members' rights respecting the same;

D. That Defendants be ordered to pay the actual damages and losses sustained by Plaintiff and the Class Members, including future damages based on replacement or diminished value, as well as any and all statutory damages that Plaintiff and the Class Members are entitled to under law;

E. The Court order the creation of a common fund from which Plaintiff and their counsel shall be awarded their reasonable costs of suit, including reasonable attorneys' fees and expenses incurred in prosecuting this class action and in conferring a common benefit upon the Class Members;

F. The Court enter a Declaratory Judgment ordering and adjudicating with finality that the Defect in the Class Vehicles that is alleged in this class action Complaint is subject to coverage under Kubota's Limited Warranty;

G. That, as part of its Declaratory Judgment, the Court adjudicate that Plaintiff and their counsel have conferred a common benefit to the Class Members, entitling them to an award of attorneys' fees and costs for prosecuting this action, and awarding such fees and costs to Plaintiff's counsel to be paid by Defendants.

H. That Plaintiff and the Class Members be awarded all such other relief as this Court deems just and proper.

#### **JURY DEMAND**

Plaintiff respectfully request a trial by jury on all claims and causes of action properly triable before a jury.

**Dated: October 26, 2018**

*/s/ Jay Aughtman*

Joseph "Jay" H. Aughtman (ASB-8081-A43J)

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Fax: (334) 513-1343  
*Attorneys for Plaintiff and the Class*

**DEFENDANTS TO BE SERVED BY THE COURT BY CERTIFIED MAIL AS FOLLOWS:**

Kubota Tractor Corporation  
CT Corporation System  
2 North Jackson Street, Suite 605  
Montgomery, AL 36104

Scott Equipment Company, Inc.  
13854 Highway 43 S  
Russellville, AL 35653

**DEFENDANT TO BE SERVED VIA PERSONAL PROCESS SERVER PURSUANT TO THE HAGUE CONVENTION FOR INTERNATIONAL PROCESS SERVICE AS FOLLOWS:**

Kubota Corporation  
2-47, Shikitsu Higashi 1-chome,  
Naniwa-ku, Osaka 556-8601  
Japan

FILED

2018 Oct-28 AM 09:36  
U.S. DISTRICT COURT  
N.D. OF ALABAMA



**Kubota®**

**OWNER'S  
WARRANTY  
INFORMATION  
GUIDE**

**INCLUDING THE  
KUBOTA LIMITED  
WARRANTY FOR  
ALL PRODUCTS**

**EFFECTIVE FROM 1/1/2017**

**KTCLW**

Dealer Name: \_\_\_\_\_

Dealer's Phone #: \_\_\_\_\_

Purchase Date: \_\_\_\_\_

Model: \_\_\_\_\_

Serial #: \_\_\_\_\_

Model: \_\_\_\_\_

Serial #: \_\_\_\_\_

Model: \_\_\_\_\_

Serial #: \_\_\_\_\_

### KUBOTA WARRANTY INFORMATION GUIDE RECEIPT RECORD

Please file this receipt record in the Kubota Dealer's customer file. DO NOT mail to Kubota Tractor Corporation.

Model \_\_\_\_\_ Serial Number \_\_\_\_\_ Date of Purchase \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

My Kubota dealer has clearly explained all the terms and conditions of the Kubota Limited Warranty. I have received and read the Kubota Owner's Warranty Information Guide, understand all the terms and conditions, and am aware of my responsibilities under the Kubota Limited Warranty.

Dealer Name: \_\_\_\_\_ Dealer Signature: \_\_\_\_\_

Customer Name: \_\_\_\_\_

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

IMPORTANT: IF THIS EQUIPMENT IS EXPORTED OUTSIDE THE U.S.A. OR ITS TERRITORIES, THE LIMITED WARRANTY IS VOID

**CONTENTS**

**Introduction .....1**

**Warranty Start Date .....1**

**What is a Limited Warranty .....1**

**The Kubota Limited Warranty .....2**

**Kubota’s Right to Inspect .....2**

**Location of Warranty Repairs .....2**

**Applicability .....2**

**Limitations.....3**

**Customer Responsibility .....3**

**What This Warranty Covers .....4**

**This Warranty Does NOT  
Cover Failures Caused By.....4**

**How To Obtain Warranty Service .....6**

**Transferability .....6**

**Right To Make Changes.....6**

**Length of Warranty Coverage .....7**

**Battery Warranty .....7**

**Length of Warranty for Service Parts.....8**

**Resolving Warranty Concerns .....9**

**KUBOTA LIMITED EMISSIONS WARRANTY .....10**

## INTRODUCTION

Thank you for purchasing a Kubota! Kubota is the premier manufacturer of compact equipment in the world. As part of our commitment to quality and reliability, Kubota Tractor Corporation provides you comprehensive warranty coverage for your new Kubota.

Please take a few minutes to read this Warranty Information Guide. It contains all the information you will need to have your Kubota repaired in the unlikely event that a failure should occur. Please record the model, serial number, and date of purchase of each item in the space provided inside the back cover.

**Note: Warranty coverage may be different for attachments or implements purchased with a tractor.**

### Warranty Start Date

The warranty coverage begins on the date that your Kubota product is first retailed. This is the **REGISTRATION** date, which is on file with Kubota Tractor Corporation.

### What is a Limited Warranty?

Warranty is a written guarantee by the manufacturer of a product, promising to repair or replace parts which have a defect in materials or workmanship. "Limited" means that the Warranty is for a specified period of time, and has certain other restrictions.

## **\*The Kubota Limited Warranty**

Kubota Tractor Corporation will, through its authorized dealers, repair or replace any Genuine Kubota part which is found to be defective in materials or workmanship. The defect must occur during normal use of the product and within the length of warranty coverage. The repair or replacement will be at no charge for either the part or the labor to repair or replace that part. Repairs must be completed using only Genuine Kubota parts, or parts that have been approved by Kubota.

### **Kubota's Right to Inspect**

Kubota Tractor Corporation, or its agents, reserve the right to inspect the customer's Kubota product to determine if a defect in materials or workmanship exists prior to the commencement of any covered repair. It is the customer's responsibility to deliver the product to an authorized Kubota dealer for this inspection.\*

### **Location of Warranty Repairs**

Repairs covered under the conditions of this Warranty must be performed by an authorized Kubota dealer, within the United States of America.

### **Applicability**

This warranty applies only to machines and implements sold, serviced, and operated in the United States of America.

\*Unless agreed, or as required by law.

## **\*Limitations**

YOUR KUBOTA LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. KUBOTA TRACTOR CORPORATION (KTC) DOES NOT AUTHORIZE ANY PERSON TO CREATE FOR KTC ANY OBLIGATION OR LIABILITY OTHER THAN THAT STATED IN THE LIMITED WARRANTY. THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY LIMITED TO THE TERM OF THE EXPRESS WRITTEN WARRANTY. UNDER NO CIRCUMSTANCES SHALL KTC BE LIABLE TO THE CUSTOMER OR ANY OTHER PERSON FOR ANY CONSEQUENTIAL, INCIDENTAL, ECONOMIC, DIRECT, INDIRECT, GENERAL, OR SPECIAL DAMAGES ARISING OUT OF ANY BREACH OF WARRANTY, EXPRESS OR IMPLIED. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

## **Customer Responsibility**

It is the customer's responsibility to maintain the equipment in accordance with the instructions provided in the Operator's Manual. You may be asked to prove that the maintenance instructions have been followed.

It is also your responsibility to operate the equipment in a safe manner, and use it only for the purpose for which it was designed. If a defect in materials or workmanship occurs, it is your responsibility to cease operating the equipment until repairs are made. **Damage which occurs from continued operation after a failure may not be covered by this warranty.** You should contact your authorized Kubota dealer immediately so that repairs can be made in a timely manner.

### **What This Warranty Covers**

This warranty covers defects in materials or workmanship of Genuine Kubota parts only.

Certain accessories are sold by Kubota, but are covered under the manufacturer's original warranty. These include, but are not limited to: SuperWinch, REI Radio, Etc.

### **This Warranty Does NOT Cover Failures Caused By:**

- Abusive operation
- Natural calamities
- Unauthorized modifications
- Improper repairs
- Use of non-Genuine Kubota parts
- Neglected maintenance/incorrect operation (specified in Operator's Manual)
- Unapproved attachments
- Usage which is contrary to the intended purpose

**\*This Warranty does NOT cover replacement of Wear or Maintenance items (unless defective) including, but not limited to:**

- Clutch and brake linings
- Filters (air, fuel, oil)
- Light bulbs
- Window glass
- Lubricants & coolants (unless used during an authorized repair)
- Belts
- Cutting blades and tines
- Bucket teeth
- Injector nozzles
- Spark plugs
- Tires and tracks

**This Warranty does NOT cover:**

- Pickup or delivery of the equipment\*
- Rental of replacement equipment during the repair period
- Products which have been declared a total loss and subsequently salvaged
- Overtime labor charges
- Travel time or mileage (customer responsibility)\*
- Service calls (customer responsibility)
- Transportation of equipment to dealer from customer's home or other location (customer responsibility)\*
- Repairs performed by Non U.S. Kubota Dealers

## How To Obtain Warranty Service

To obtain warranty service under the terms and conditions of the Kubota Limited Warranty, you must deliver the product to an authorized Kubota dealer, along with proof of purchase. **Kubota recommends that you take your equipment to the dealer from whom it was purchased for the warranty repair.** If that is inconvenient, it may be taken to any authorized Kubota dealer.

In those cases in which it is inconvenient to deliver the equipment to the dealer, the warranty repairs may be made by the dealer at the customer's location. **However, please note that the dealer may charge for either pickup & delivery, or for travel time and mileage. These charges are not covered under the Kubota Limited Warranty and are the customer's responsibility.\***

### Transferability

If you decide to sell your Kubota, any remaining warranty coverage may be transferred to the new owner. Contact your Kubota dealer for details.

### Right To Make Changes

Kubota reserves the right to make any changes to a Kubota product at any time without incurring any obligation with respect to any product previously ordered, sold, or shipped.

\*Unless agreed, or as required by law.

## \*Length of Warranty Coverage

The length of warranty coverage is not the same for all models. Some models have a specified time period only (6 months, one year, etc.) while others have both a specified time as well as an hourmeter limitation. In the latter case, the limitation first occurring (date or hours) determines whether or not a product is within the warranty period. Models that are considered mobile equipment (i.e. tractors) usually have two levels of warranty coverage. The **BASIC** warranty covers the entire unit, whereas the **POWERTRAIN or ENGINE** warranty covers only the driveline and/or engine components as specified on the following page.

### **Battery Warranty**

The original battery supplied with the product has a 12 month, non-prorated warranty.

Driveline and Diesel Engine included in **POWERTRAIN** Warranty.

Diesel Engine only included in **ENGINE** Warranty.

**Driveline:** 4 wheel drive front axle assembly, and all gears, seals, bearing, etc., contained within, clutch housing (except clutch disc), transmission case, and rear axle housing and everything contained within, and hydraulic pumps and valves associated with driveline operation. Does NOT include external parts such as shift cables, linkages, steering, etc.

**Diesel Engine:** Valve cover, cylinder head, cylinder block, oil pan, timing cover, crankshaft, flywheel housing, and the parts enclosed therein. Does NOT include external engine components including, but not limited to: fuel, electrical, cooling, intake, oil/lubrication, and exhaust components.

Note: Some components are covered by emissions warranty see pages 10-43.

### **Length of Warranty for Service Parts**

Service parts are warranted for 90 days from date of purchase. However, if the part is installed on a unit which has more than 90 days remaining on the original warranty, the part is warranted for that remaining time. If the part was installed by an authorized Kubota dealer, the labor to replace that part is also included in the warranty coverage.

## Resolving Warranty Concerns

Normally, warranty concerns can be resolved by your dealer's Service Dept. If the problem is not resolved to your satisfaction, you may want to speak with either the owner or general manager of the dealership. You may also contact the Kubota office in your region for assistance. The addresses, and the areas of coverage of each region are shown on the back cover. Before writing, please have the following information ready:

1. Your name, address, and phone
2. Model and Serial Number
3. Date of purchase
4. Hourmeter reading (or estimated hours)
5. Detailed description of the problem

## **KUBOTA LIMITED EMISSIONS WARRANTY**

### **Limitations**

YOUR KUBOTA LIMITED EMISSIONS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. KUBOTA TRACTOR CORPORATION (KTC) DOES NOT AUTHORIZE ANY PERSON TO CREATE FOR KTC ANY OBLIGATION OR LIABILITY OTHER THAN THAT STATED IN THE LIMITED WARRANTY. THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY LIMITED TO THE TERM OF THE EXPRESS WRITTEN WARRANTY. UNDER NO CIRCUMSTANCES SHALL KTC BE LIABLE TO THE CUSTOMER OR ANY OTHER PERSON FOR ANY CONSEQUENTIAL, INCIDENTAL, ECONOMIC, DIRECT, INDIRECT, GENERAL, OR SPECIAL DAMAGES ARISING OUT OF ANY BREACH OF WARRANTY, EXPRESS OR IMPLIED. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

## Warranty Coverage effective on units sold as of 1/1/2017 (Please check on-line for update coverage)

Product Series	Usage Category	Unit / System Coverage	Coverage Period	Exclusion / Comments	
BX, B, Basic Standard L & Grand L Tractors	Non-Commercial Home & Residential use	Basic Standard Limited	24 Months or 1500 Hours (whichever occurs first)	(does not include any implement, or loader/landscape utility tractors B26,L39,L45 and L47 see below)	
		Limited Powertrain Warranty	72 Months or 2000 Hours (whichever occurs first)		
	Commercial use	Basic Standard Limited	24 Months or 1500 Hours (whichever occurs first)		
		Limited Powertrain Warranty	36 Months or 2000 Hours (whichever occurs first)		
Loader/Landscaper Utility Tractors (B26, L39, L45, L47, M59, etc.)	All Usage	Basic Standard Limited	12 Months or 1500 Hours (whichever occurs first)	(does not include loader/backhoe, see implement warranty below)	
		Limited Powertrain Warranty	24 months or 1500 Hours (whichever occurs first)		
	Non-Commercial Home & Residential use	Basic Standard Limited	24 Months or 1500 Hours (whichever occurs first)		(except loader, backhoe, and mower deck, see implement warranty below)
		Limited Powertrain Warranty	72 Months or 2000 Hours (whichever occurs first)		
MX Tractors	Commercial Use	Basic Standard Limited	12 Months or 1500 Hours (whichever occurs first)		
		Basic Standard Limited	24 Months or 2000 Hours (whichever occurs first)		
	Non-Commercial Home & Residential use	Basic Standard Limited	24 Months or 2000 Hours (whichever occurs first)		
		Limited Powertrain Warranty	72 Months or 3000 Hours (whichever occurs first)		
M Series Tractors	Commercial Use	Basic Standard Limited	24 Months or 2000 Hours (whichever occurs first)	PowerKrawler tracks - 12 months or 1000 hours, (whichever occurs first) (does not include any implements, see implement warranty below)	
		Limited Powertrain Warranty	36 Months or 3000 Hours (whichever occurs first)		
	All Usage	Basic Standard Limited	24 Months or 2000 Hours (whichever occurs first)		
		Limited Powertrain Warranty	36 months or 3000 Hours (whichever occurs first)		
MH Series Tractors (M7)	All Usage	Basic Standard Limited	24 Months or 2000 Hours (whichever occurs first)		
		Limited Powertrain Warranty	36 months or 3000 Hours (whichever occurs first)		
W Series Walk Behind Mower	All Usage	Basic Standard Limited	24 Months		

Z, F series Tractors (including mower deck)	All Usage	Basic Standard Limited	24 Months	<b>Except Z700, Z400, Z100 (see below)</b>
Z700 Series (including mower deck)	Non-Commercial Home & Residential use	Basic Standard Limited	48 Months or 750 Hours (whichever occurs first) Kawasaki Engine* (only – 36 months)	*Kawasaki engine warranty administered by Kawasaki, refer to Kawasaki warranty for detail
Z400, Series (including mower deck)	Commercial Use	Basic Standard Limited	24 Months	
Kommander ZG100, Z100 series (including mower deck)	Non-Commercial Home & Residential use	Basic Standard Limited	48 Months or 500 Hours (whichever occurs first) Kawasaki Engine* (only – 36 months)	*Kawasaki engine warranty administered by Kawasaki, refer to Kawasaki warranty for detail
	Commercial Use	Basic Standard Limited	24 Months	
G, GR, T series Tractors (including mower deck)	All Usage	Basic Standard Limited	48 Months or 300 Hours (whichever occurs first)*	*Kawasaki engine warranty administered by Kawasaki, refer to Kawasaki warranty for detail
	Non-Commercial Home & Residential use	Basic Standard Limited	24 Months or 1500 Hours (whichever occurs first)	
	Commercial Use	Basic Standard Limited	12 Months or 1500 Hours (whichever occurs first)	
SSV Skid Steer Loaders	All Usage	Basic Standard Limited	24 Months or 2000 Hours (whichever occurs first)	
SVL Compact Track Loaders	All Usage	Basic Standard Limited	24 Months or 2000 Hours (whichever occurs first)	Rubber tracks – 12 months or 1000 hours (whichever occurs first)
K, KX, U, R series Excavator and Wheel Loaders	All Usage	Basic Standard Limited	24 Months or 2000 Hours (whichever occurs first)	Rubber tracks – 12 months or 1000 hours (whichever occurs first)
RTV Utility Vehicles	All Usage	Basic Standard Limited	12 Months	
Implements and Attachments (loaders, backhoes, mower decks, -etc.)	All Usage	Basic Standard Limited	12 Months	(Snow blowers, Rotary Brooms, and Blades 24 months) †
Hay Tools (disc mowers, rakes, balers, etc.) and Spreaders	All Usage	Basic Standard Limited	12 Months	(Disc mower/conditioner cutterbar and gearbox – 24 months)
Replacement Diesel Engines	All Usage	Basic Standard Limited	12 Months	(or remainder of unit warranty, whichever is longer)
Replacement Parts	All Usage	Basic Standard Limited	90 Days	(or remainder of unit warranty, whichever is longer)
Emissions Warranty: Designated units are covered by emissions warranty on certain components. . . . See page 10 – 43 for details-				

**KUBOTA Tractor Corporation  
FEDERAL & CALIFORNIA EMISSION  
CONTROL SYSTEMS LIMITED WARRANTY for  
NON-ROAD ENGINES (CI)**

The U.S. Environmental Protection Agency (EPA), the California Air Resources Board (CARB), and KUBOTA Corporation (KUBOTA) are pleased to explain the Federal and California Emission Control System Warranty on your non-road engine. In California, new 2017 model year heavy duty off-road engines must be designed, built and equipped to meet California's stringent anti-smog standards adopted by the Air Resources Board pursuant to its authority in Chapter 1 and 2, Part 5, Division 26 of the California Health and Safety Code. In other states of the U.S.A., new non-road engines subject to the provisions of 40 CFR 1039 subpart A must be designed, built and equipped, at the time of sale, to meet the U.S. EPA regulations.

KUBOTA must warrant the emission control system on your Compression Ignition engine for the period of time listed below provided there has been no abuse, vandalism, neglect, improper maintenance or unapproved modifications to your engine. This emission warranty is applicable in all states of the U.S.A., its territories regardless of whether an individual state, province, or territory has enacted warranty provisions that differ from the Federal warranty provisions.

Your emission control system may include parts such as the fuel injection system and the air induction system. Also included may be hoses, belts, connectors and other emission-related assemblies.

Where a warrantable condition exists, KUBOTA will repair your engine at no cost to you, including diagnosis (if the diagnostic work is performed at an authorized dealer), parts and labor.

### **EMISSION DESIGN AND DEFECT WARRANTY COVERAGE**

The emissions warranty period for the engine begins on the original date of sale to the initial purchaser and continues for each subsequent purchaser for the period mentioned below.

If any emission related part on your engine is defective, the part will be repaired or replaced by KUBOTA free of charge.

#### 1. For non-road engines

The emissions warranty period for all engines rated under 19kW (25 Hp) is 2000 hours of operation or two (2) years of use, whichever first occurs.

The emissions warranty period for constant speed engines rated under 37kW (50Hp) with rated speeds greater than or equal to 3000 rpm is 2000 hours of operation or two (2) years of use, whichever first occurs.

The emissions warranty period for all other engines not already listed is 3000 hours of operation or five (5) years of use, whichever first occurs.

If any emission related part on your engine is defective, the part will be repaired or replaced by KUBOTA free of charge.

### **OWNER'S WARRANTY RESPONSIBILITIES**

(a) As the engine owner, you are responsible for the performance of the required maintenance listed in your KUBOTA operator's manual. KUBOTA recommends that you retain all receipts covering maintenance on your engine, but KUBOTA cannot deny a warranty claim solely for the lack of receipts or for your failure to ensure the performance of all scheduled maintenance.

(b) As the engine owner, you should be aware, however, that KUBOTA may deny your warranty coverage if your engine or a part has failed due to abuse, vandalism, neglect, improper maintenance or unapproved modifications.

(c) Your engine is designed to operate on Ultra Low Sulfur Diesel Fuel only. Use of any other fuel may result in your engine no longer operating in compliance with Federal or California's emissions requirements. For specific information on the use of BioDiesel, visit [www.kubota.com](http://www.kubota.com).

(d) You are responsible for presenting your engine to the nearest dealer or service station authorized by KUBOTA when a problem exists (unless agreed, or as required by law). The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days.

(e) If you have any questions regarding your warranty rights and responsibilities or the location of the nearest authorized dealer or distributor, you should contact:

Kubota Tractor Corporation  
National Service Department at 1-800-558-2682,  
KubotaEmissionsWarranty@kubota.com

#### **DEFECTS WARRANTY COVERAGE**

KUBOTA warrants to the initial purchaser and each subsequent purchaser that your engine will be designed, built and equipped, at the time of sale, to meet all applicable regulations. KUBOTA also warrants to the initial purchaser and each subsequent purchaser that your engine shall be free from defects in materials and workmanship which cause the engine to fail to conform to applicable regulations for the period mentioned above from the original date of sale.

KUBOTA shall remedy warranty defects at any authorized KUBOTA engine dealer or warranty station. Any authorized work done at an authorized dealer or warranty station shall be free of charge to the owner if such work determines that a warranted part is defective. Any KUBOTA approved or equivalent replacement part (including any KUBOTA approved aftermarket part) may be used for any warranty maintenance or repairs on emission related parts, and must be provided free of charge to the owner if the part is still under warranty.

KUBOTA is liable for damages to other engine components caused by the failure of a warranted part still under warranty. The use of replacement parts not equivalent to the original parts may impair the effectiveness of your engine emission control system. If such a replacement part is used in the repair or maintenance of your engine, and KUBOTA determines it is defective or causes a failure of a warranted part, your claim for repair of your engine may be denied.

Listed below are the parts covered by the Federal and California Emission Control Systems Warranty. Some parts listed below may require scheduled maintenance and are warranted up to the first scheduled replacement point for that part. The warranted parts are (if applicable):

### **1) Air-Induction System**

- a) Intake Manifold
- b) Turbocharger System
- c) Charge Air Cooling System (Intercooler)

### **2) Catalyst or Thermal Reactor System**

- a) Catalytic converter
- b) Exhaust manifold

### **3) Fuel Injection System**

- a) Fuel Supply Pump (Common Rail System)
- b) Injector
- c) Injection Pipe
- d) Common Rail
- e) Smoke Puff Limiter
- f) Speed Timer
- g) Cold Advance Timer
- h) Injection Pump

### **4) Electronic Control System**

- a) ECU
- b) Engine Speed / Timing Sensor
- c) Accelerator Position Sensor
- d) Coolant Temperature Sensor
- e) Atmospheric Pressure Sensor
- f) Intake Pressure Sensor
- g) Intake Manifold Temperature Sensor
- h) Intake Air Flow Sensor
- i) Common Rail Pressure Sensor

### **5) Exhaust Gas Recirculation System**

- a) EGR Valve
- b) EGR Cooler
- c) EGR Valve Opening Rate Sensor

## **6) Particulate Controls**

- a) Any device used to capture particulate emissions.
- b) Any device used in the regeneration of the particulate control device.
- c) Control Device Enclosures and Manifolding
- d) Diesel Particulate Filter Temperature Sensor
- e) Differential Pressure Sensor

## **7) Advanced Oxides of Nitrogen (NOx) Controls**

- a) Selective Catalytic Reduction (SCR) Catalyst
- b) Reductant (urea) Containers
- c) Dispensing Systems
- d) NOx Sensor
- e) SCR Temperature Sensor
- f) Any Sensor for Diesel Exhaust Fluid

## **8) Miscellaneous Items used in above systems**

- a) Closed Breather System
- b) Hoses\*, Clamps\*, Fittings, Tubing\*
- c) Gaskets\*, Seals\*
- d) Kubota supplied engine Wiring Harnesses\*
- e) Kubota supplied engine Elec. Connectors\*
- f) Air Cleaner Element\*, Fuel Filter Element\*
- g) Emission Control Information Labels

\*Warranty period is equivalent to manufacturer's recommended first replacement interval as stated in the applicable model's operator's manual and/or service (workshop) manual.

## **Large SI Above 1 Liter**

### **KUBOTA Tractor Corporation FEDERAL & CALIFORNIA EMISSION CONTROL SYSTEMS LIMITED WARRANTY for FEDERAL LARGE NON-ROAD SI ENGINES and CALIFORNIA OFF-ROAD LARGE SI ENGINES (LSI)**

The U.S. Environmental Protection Agency (EPA), the California Air Resources Board (CARB), and KUBOTA Corporation (Kubota) are pleased to explain the Federal and California Emission Control System Warranty on your engine. In California, new Off-Road Large SI (Spark-Ignition) engines produced in 2017 model year must be designed, built and equipped to meet the California's stringent anti-smog standards.

In other states,

2012 and later model year SI engines must be designed, built and equipped, to meet the U.S. EPA regulations for Large Non-Road SI engines. KUBOTA must warrant the emission control system on your Off-Road Large SI engine for the period of time listed below provided there has been no abuse, neglect, or improper maintenance to your engine.

Your emission control system may include parts such as the carburetor or fuel-injection system, the ignition system, and catalytic converter. Also included may be hoses, belts, connectors and other emission-related assemblies.

Where a warrantable condition exists, KUBOTA will repair your engine at no cost to you, including diagnosis, parts and labor.

### **KUBOTA'S WARRANTY COVERAGE**

For emissions-related parts, the 2017 Off-Road Large SI engines are warranted for 2500 hours of operation or three (3) years of use, whichever first occurs.(see list below)

For high-priced emission-related parts, the 2017 Off-Road Large SI engines are warranted for 3500 hours of operation or five (5) years of use, whichever first occurs. (see list below)

For evaporative emission related parts, the 2017 Non Road Large SI engines are warranted for two (2) years. (see list below)

If any emission related part on your engine is defective, the part will be repaired or replaced by KUBOTA free of charge.

### **OWNER'S WARRANTY RESPONSIBILITIES**

a) As the off-road LSI engine owner, you are responsible for the performance of the required maintenance listed in KUBOTA operator's manual. KUBOTA recommends that you retain all receipts covering maintenance on your off-road engine, but KUBOTA cannot deny warranty solely for the lack of receipts or for your failure to ensure the performance of all scheduled maintenance.

b) As the off-road LSI engine owner, you should be aware, however that KUBOTA may deny you warranty coverage if your off-road large spark ignition engine or a part has failed due to abuse, neglect, improper maintenance or unapproved modifications.

c) Your engine is designed to operate on fuel as specified in the operator's manual. Use of any other fuel may result in your engine no longer operating in compliance with Federal or California's emissions requirements.

d) You are responsible for presenting your engine to the nearest dealer or service station authorized by KUBOTA when a problem exists (unless agreed, or as required by law). The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days.

e) If you have any questions regarding your warranty rights and responsibilities, you should contact:

KUBOTA TRACTOR CORPORATION, National Service Department at 1-800-558-2682, [Kubotaemission-swarranty@kubota.com](mailto:Kubotaemission-swarranty@kubota.com)

## DEFECTS WARRANTY COVERAGE

The emissions warranty period for the engine begins on the date the engine or equipment is delivered to an initial purchaser.

KUBOTA warrants to the initial purchaser and each subsequent purchaser that your engine shall be:

- (I) Designed, built and equipped so as to conform with all applicable regulations adopted by the Air Resources Board pursuant to its authority in Chapters 1 and 2, Part 5, Division 26 of the Health and Safety Code.
- (II) Free from defects in materials and workmanship that cause the failure of a warranted part for 2500 hours of operation or three (3) years of use, whichever first occurs for emissions-related parts, and for 3500 hours of operation or five (5) years of use, whichever first occurs for high-priced emission-related parts. For evaporative emission related parts, the 2017 Non Road Large SI engines are warranted for two (2) years.

The warranty on emissions-related parts will be interpreted as follows:

- (1) Any warranted part that is not scheduled for replacement as required maintenance in the written instructions specified below must be warranted for the warranty period as defined above in (II). If any such part fails during the period of warranty coverage, it must be re

- paired or replaced by KUBOTA according to Subsection (4) below. Any such part repaired or replaced under the warranty must be warranted for the remaining warranty period.
- (2) Any warranted part that is scheduled only for regular inspection in the written instructions specified below must be warranted for the warranty period defined as above in (II). 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 the remaining warranty period.
  - (3) Any warranted part that is scheduled for replacement as required maintenance in the written instructions specified below 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 KUBOTA according to Subsection (4) Below. Any such part repaired or replaced under warranty must 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 of this article must be performed at no charge to the owner at a warranty station.
  - (5) Notwithstanding the provisions of Subsection (4) above, warranty services or repairs must be provided at all KUBOTA distribution centers that are authorized to service the subject engines.

- (6) 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 a warranty station.
- (7) KUBOTA is liable for damages to other engine components proximately caused by a failure under warranty of any warranted part.
- (8) Throughout the engine's warranty period defined as above in (II), KUBOTA must maintain a supply of warranted parts sufficient to meet the expected demand for such parts.
- (9) Any replacement part 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 KUBOTA.
- (10) Add-on or modified parts that are not exempted by the Air Resources Board may not be used. The use of any non-exempted add-on or modified parts will be grounds for disallowing a warranty claim made in accordance with this article. KUBOTA will not be liable under this article to warrant failures of warranted parts caused by the use of a non-exempted add-on or modified part.

## **EMISSIONS-RELATED PARTS LIST**

KUBOTA must include a copy of the following emission warranty parts list with each new engine.

Listed below are the parts covered by the Federal and California Emission Control Systems Warranty.

### **(1) Fuel Metering System**

- (A) Fuel injection system.
- (B) Air/fuel ratio feedback and control system.
- (C) Carburetor system (internal parts and/or pressure regulator\*\* or fuel mixer or injection system).

### **(2) Air Induction System**

- (A) Intake manifold or air intake system.
- (B) Air mass sensor assembly.
- (C) Air cleaner element\*.

### **(3) Catalyst or Thermal Reactor System**

- (A) Catalytic converter\*\*.
- (B) Thermal reactor.
- (C) Exhaust manifold.

### **(4) Positive Crankcase Ventilation (PCV) System**

- (A) PCV Valve.
- (B) Oil Filler Cap.

### **(5) Ignition Control System**

- (A) Engine Control Module (ECM)\*\*.
- (B) Ignition module(s).

**(6) Miscellaneous Items Used in Above Systems**

- (A) Vacuum, temperature, and time sensitive valves and switches.
- (B) Sensors used for electronic controls.
- (C) Hoses, belts, connectors, assemblies, clamps, fittings, tubing, sealing gaskets or devices, and mounting hardware.
- (D) Pulleys, belts and idlers.

**(7) Evaporative System**

- (A) Fuel tank.
- (B) Fuel cap.
- (C) Fuel line.
- (D) Fuel line fittings.
- (E) Clamps (if equipped)
- (F) Pressure relief valves (if equipped)
- (G) Control valves (if equipped)
- (H) Control solenoids (if equipped)
- (I) Electronic controls (if equipped)
- (J) Vacuum control diaphragms (if equipped)
- (K) Control cables (if equipped)
- (L) Control linkages (if equipped)
- (M) Purge valves (if equipped)
- (N) Vapor hoses (if equipped)
- (O) Liquid / Vapor separator (if equipped)
- (P) Canister (if equipped)
- (Q) Canister mounting bracket (if equipped)
- (R) Carburetor purge port bracket (if equipped)
- (S) Fuel pressure Manifold (if equipped)
- (T) Fuel pressure Regulator (if equipped)

\*Warranty period is equivalent to KUBOTA's recommended first replacement interval as stated in the applicable model's operator's manual and/or service (workshop) manual.

\*\* High-priced emissions-related warranty parts.

## **Large SI Less Than 1 Liter**

### **KUBOTA Tractor Corporation FEDERAL & CALIFORNIA EMISSION CONTROL SYSTEMS LIMITED WARRANTY for FEDERAL NON-ROAD SI ENGINES and CALIFORNIA OFF-ROAD LARGE SI ENGINES (LSI)**

The U.S. Environmental Protection Agency (EPA), the California Air Resources Board (CARB), and KUBOTA Corporation are pleased to explain the Federal and California Emission Control System Warranty on your engine. In California, new Off-Road Large SI (Spark-Ignition) engines produced in 2017 model year must be designed, built and equipped to meet the California's stringent anti-smog standards. In other states, 1997 and later model year SI engines must be designed, built and equipped, to meet the U.S. EPA regulations for Small Off-Road engines. KUBOTA must warrant the emission control system on your Off-Road Large SI engine for the period of time listed below provided there has been no abuse, neglect, or improper maintenance to your engine. This emission warranty is applicable in all states of the U.S.A.

Your emission control system may include parts such as the carburetor or fuel-injection system, the ignition system, and catalytic converter. Also included may be hoses, belts, connectors and other emission-related assemblies.

Where a warrantable condition exists, KUBOTA will repair your engine at no cost to you, including diagnosis, parts and labor.

## **MANUFACTURER'S WARRANTY COVERAGE**

For emissions-related parts, the 2017 Off-Road Large SI engines are warranted for two (2) years.

For evaporative emission related parts, the 2017 Non Road Large SI engines are warranted for two (2) years. (see list below)

If any emission related part on your engine is defective, the part will be repaired or replaced by KUBOTA free of charge.

## **OWNER'S WARRANTY RESPONSIBILITIES**

- (a) As the off-road LSI engine owner, you are responsible for the performance of the required maintenance listed in your KUBOTA operator's manual. KUBOTA recommends that you retain all receipts covering maintenance on your off-road engine, but KUBOTA cannot deny a warranty claim solely for the lack of receipts or for your failure to ensure the performance of all scheduled maintenance.
- (b) As the off-road engine owner, you should be aware, however, that KUBOTA may deny your warranty coverage if your engine or a part has failed due to abuse, neglect, improper maintenance or unapproved modifications.
- (c) Your engine is designed to operate on fuel as specified in the operator's manual. Use of any other fuel may result in your engine no longer operating in compliance with Federal or California's emissions requirements.

- d) You are responsible for presenting your engine to the nearest dealer or service station authorized by KUBOTA when a problem exists (unless agreed, or as required by law). The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days.
- (e) If you have any questions regarding your warranty rights and responsibilities, you should contact:

KUBOTA TRACTOR CORPORATION,  
National Service Department at; 1-800-558-2682,  
KubotaEmissionsWarranty@kubota.com

### **DEFECTS WARRANTY COVERAGE**

The emissions warranty period for the engine begins on the date the engine or equipment is delivered to an initial purchaser.

KUBOTA warrants to the initial purchaser and each subsequent purchaser that your engine shall be:

- (I) Designed, built and equipped so as to conform with all applicable regulations adopted by the Air Resources Board pursuant to its authority in Chapters 1 and 2, Part 5, Division 26 of the Health and Safety Code.
- (II) Free from defects in materials and workmanship that cause the failure of a warranted part for a period of two years.

The warranty on emissions-related parts will be interpreted as follows:

- (1) Any warranted part that is not scheduled for replacement as required maintenance in the written instructions specified below must be warranted for the warranty period as defined above in (II). If any such part fails during the period of warranty coverage, it must be repaired or replaced by the engine manufacturer according to Subsection (4) below. Any such part repaired or replaced under the warranty must be warranted for the remaining warranty period.
- (2) Any warranted part that is scheduled only for regular inspection in the written instructions specified below must be warranted for the warranty period defined as above in (II). 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 the remaining warranty period.
- (3) Any warranted part that is scheduled for replacement as required maintenance in the written instructions specified below 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 KUBOTA according to Subsection (4) below. Any such part repaired or replaced under warranty must 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 of this article must be performed at no charge to the owner at a warranty station.
- (5) Notwithstanding the provisions of Subsection (4) above, warranty services or repairs must be provided at all KUBOTA distribution centers that are authorized to service the subject engines.
- (6) 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 a warranty station.
- (7) KUBOTA is liable for damages to other engine components proximately caused by a failure under warranty of any warranted part.
- (8) Throughout the engine's warranty period defined as above in (II), KUBOTA must maintain a supply of warranted parts sufficient to meet the expected demand for such parts.
- (9) Any replacement part 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 KUBOTA.
- (10) Add-on or modified parts that are not exempted by the Air Resources Board may not be used. The use of any non-exempted add-on or modified parts will be grounds for disallowing a warranty claim made in accordance with this article. The KUBOTA will not be liable under this article to warrant failures of warranted parts caused by the use of a non-exempted add-on or modified part.

## **PARTS LIST**

KUBOTA must include a copy of the following emission warranty parts list with each new engine. Listed below are the parts covered by the Federal and California Emission Control Systems Warranty.

### **(1) Fuel Metering System**

- (A) Fuel injection system.
- (B) Air/fuel ratio feedback and control system.
- (C) Carburetor system (internal parts and/or pressure regulator or fuel mixer or injection system).

### **(2) Air Induction System**

- (A) Intake manifold or air intake system.
- (B) Air mass sensor assembly.
- (C) Air cleaner element\*.

### **(3) Catalyst or Thermal Reactor System**

- (A) Catalytic converter.
- (B) Thermal reactor.
- (C) Exhaust manifold.

### **(4) Positive Crankcase Ventilation (PCV) System.**

- (A) PCV Valve.
- (B) Oil Filler Cap.

### **(5) Ignition Control System**

- (A) Engine Control Module (ECM).
- (B) Ignition module(s).

## **(6) Miscellaneous Items Used in Above Systems**

- (A) Vacuum, temperature, and time sensitive valves and switches.
- (B) Sensors used for electronic controls.
- (C) Hoses, belts, connectors, assemblies, clamps, fittings, tubing, sealing gaskets or devices, and mounting hardware.
- (D) Pulleys, belts and idlers.

## **(7) Evaporative System**

- (A) Fuel tank.
- (B) Fuel cap.
- (C) Fuel line.
- (D) Fuel line fittings.
- (E) Clamps (if equipped)
- (F) Pressure relief valves (if equipped)
- (G) Control valves (if equipped)
- (H) Control solenoids (if equipped)
- (I) Electronic controls (if equipped)
- (J) Vacuum control diaphragms (if equipped)
- (K) Control cables (if equipped)
- (L) Control linkages (if equipped)
- (M) Purge valves (if equipped)
- (N) Vapor hoses (if equipped)
- (O) Liquid / Vapor separator (if equipped)
- (P) Canister (if equipped)
- (Q) Canister mounting bracket (if equipped)
- (R) Carburetor purge port bracket (if equipped)
- (S) Fuel pressure Manifold (if equipped)
- (T) Fuel pressure Regulator (if equipped)

\*Warranty period is equivalent to manufacturer's recommended first replacement interval as stated in the applicable model's operator's manual and/or service (workshop) manual.

**KUBOTA Tractor Corporation  
FEDERAL & CALIFORNIA EMISSION CONTROL  
SYSTEMS LIMITED WARRANTY FOR SMALL  
OFF-ROAD ENIGNES (SORE)**

The U.S. Environmental Protection Agency (EPA), the California Air Resources Board (CARB), and KUBOTA Corporation are pleased to explain the Federal and California Emission Control System Warranty on your 2017 Model Year Small Off-Road engine. In California, new Small Off-Road engines must be designed, built and equipped to meet the California's stringent anti-smog standards. In other states, 1997 and later model year SI engines must be designed, built and equipped, to meet the U.S. EPA regulations for Small Off-Road engines. KUBOTA must warrant the emission control system on your Small Off-Road engine for the period of time listed below provided there has been no abuse, neglect or improper maintenance to your engine. This emission warranty is applicable in all states of the U.S.A.

Your emission control system may include parts such as the carburetor or fuel-injection system, the ignition system, and catalytic converter. Also included may be hoses, belts, connectors and other emission-related assemblies.

Where a warrantable condition exists, KUBOTA will repair your engine at no cost to you, including diagnosis, parts and labor.

## **MANUFACTURER'S WARRANTY COVERAGE**

For emissions-related parts, the 2017 model year small off-road engines are warranted for two (2) years.

For evaporative emission related parts, the 2017 small off-road engines are warranted for two (2) years. (see list below)

If any emission related part on your small off-road engine is defective, the part will be repaired or replaced by KUBOTA free of charge.

## **OWNER'S WARRANTY RESPONSIBILITIES**

a) As the small off-road engine owner, you are responsible for the performance of the required maintenance listed in your KUBOTA operator's manual. KUBOTA recommends that you retain all receipts covering maintenance on your engine, but KUBOTA cannot deny a warranty claim solely for the lack of receipts or for your failure to ensure the performance of all scheduled maintenance.

(b) As the small off-road engine owner, you should be aware, however, that KUBOTA may deny your warranty coverage if your engine or a part has failed due to abuse, neglect, improper maintenance or unapproved modifications.

c) Your engine is designed to operate on fuel as specified in the operator's manual. Use of any other fuel may result in your engine no longer operating in compliance with Federal or California's emissions requirements.

d) You are responsible for presenting your engine to the nearest dealer or service station authorized by KUBOTA when a problem exists (unless agreed, or as required by law). The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days.

(e) If you have any questions regarding your warranty rights and responsibilities, you should contact:

KUBOTA TRACTOR CORPORATION, National Service  
Department at 1-800-558-2682,  
KubotaEmissionsWarranty@kubota.com

## **DEFECTS WARRANTY COVERAGE**

The emissions warranty period for the engine begins on the date the engine or equipment is delivered to an initial purchaser.

KUBOTA warrants to the initial purchaser and each subsequent purchaser that your engine shall be:

- (I) Designed, built and equipped so as to conform with all applicable regulations adopted by the Air Resources Board pursuant to its authority in Chapters 1 and 2, Part 5, Division 26 of the Health and Safety Code.
  
- (II) Free from defects in materials and workmanship that cause the failure of a warranted part for a period of two years.

The warranty on emissions-related parts will be interpreted as follows:

- (1) Any warranted part that is not scheduled for replacement as required maintenance in the written instructions specified below must be warranted for the warranty period as defined above in (II). If any such part fails during the period of warranty coverage, it must be repaired or replaced by the engine manufacturer according to Subsection (4) below. Any such part repaired or replaced under the warranty must be warranted for the remaining warranty period.

- (2) Any warranted part that is scheduled only for regular inspection in the written instructions specified below must be warranted for the warranty period defined as above in (II). 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 the remaining warranty period.
- (3) Any warranted part that is scheduled for replacement as required maintenance in the written instructions specified below 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 KUBOTA according to Subsection (4) below. Any such part repaired or replaced under warranty must 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 of this article must be performed at no charge to the owner at a warranty station.
- (5) Notwithstanding the provisions of Subsection (4) above, warranty services or repairs must be provided at KUBOTA distribution centers that are authorized to service the subject engines.
- (6) 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 a warranty station.

- (7) The KUBOTA is liable for damages to other engine components proximately caused by a failure under warranty of any warranted part.
- (8) Throughout the engine's warranty period defined as above in (II), the KUBOTA must maintain a supply of warranted parts sufficient to meet the expected demand for such parts.
- (9) Any replacement part 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 KUBOTA.
- (10) Add-on or modified parts that are not exempted by the Air Resources Board may not be used. The use of any non-exempted add-on or modified parts will be grounds for disallowing a warranty claim made in accordance with this article. KUBOTA will not be liable under this article to warrant failures of warranted parts caused by the use of a non-exempted add-on or modified part.

## **EMISSION-RELATED PARTS LIST**

KUBOTA must include a copy of the following emission warranty parts list with each new engine.

Listed below are the parts covered by the Federal and California Emission Control Systems Warranty. Some parts listed below may require scheduled maintenance and are warranted up to the first scheduled replacement point for that part. The warranted parts are (if applicable):

For Exhaust emission, emission-related components include any engine parts related to the following systems.

- 1) Air-induction system.
- 2) Fuel system.
- 3) Ignition system.
- 4) Exhaust gas recirculation systems.

### **(1) Fuel Metering System**

- (A) Fuel injection system.
- (B) Air/fuel ratio feedback and control system.
- (C) Carburetor system (internal parts and/or pressure regulator or fuel mixer or injection system).

### **(2) Air Induction System**

- (A) Intake manifold or air intake system.
- (B) Air mass sensor assembly.
- (C) Air cleaner element\*.

### **(3) Catalyst or Thermal Reactor System**

- (A) Catalytic converter.
- (B) Thermal reactor.
- (C) Exhaust manifold.

**(4) Positive Crankcase Ventilation (PCV) System.**

- (A) PCV Valve.
- (B) Oil Filler Cap.

**(5) Ignition Control System**

- (A) Engine Control Module (ECM).
- (B) Ignition module(s).

**(6) Miscellaneous Items Used in Above Systems**

- (A) Vacuum, temperature, and time sensitive valves and switches.
- (B) Sensors used for electronic controls.
- (C) Hoses, belts, connectors, assemblies, clamps, fittings, tubing, sealing gaskets or devices, and mounting hardware.
- (D) Pulleys, belts and idlers.

**(7) Evaporative System**

- (A) Fuel tank.
- (B) Fuel cap.
- (C) Fuel line.
- (D) Fuel line fittings.
- (E) Clamps (if equipped)
- (F) Pressure relief valves (if equipped)
- (G) Control valves (if equipped)
- (H) Control solenoids (if equipped)
- (I) Electronic controls (if equipped)
- (J) Vacuum control diaphragms (if equipped)
- (K) Control cables (if equipped)
- (L) Control linkages (if equipped)
- (M) Purge valves (if equipped)
- (N) Vapor hoses (if equipped)
- (O) Liquid / Vapor separator (if equipped)
- (P) Canister (if equipped)

- (Q) Canister mounting bracket (if equipped)
- (R) Carburetor purge port bracket (if equipped)
- (S) Fuel pressure Manifold (if equipped)
- (T) Fuel pressure Regulator (if equipped)
- (U) Fuel drain valve (if equipped)

\*Warranty period is equivalent to manufacturer's recommended first replacement interval as stated in the applicable model's operator's manual and/or service (workshop) manual.

## ***KTC Facilities Serving the United States***

- ***US Corporate Office:***

Kubota Tractor Corporation  
Kubota Credit Corporation  
Grapevine, Texas

- ***Division Offices:***

Groveport, Ohio  
Suwanee, Georgia  
Ft. Worth, Texas  
Lodi, California



# **Kubota**®

**KUBOTA TRACTOR CORPORATION**



**Corporate Office: 1000 Kubota Drive, Grapevine, TX 76051**

Western Division: 1175 South Guild Avenue, Lodi, CA 95240  
Central Division: 14855 FAA Blvd., Ft. Worth, TX 76155

Northern Division: 6300 One Kubota Way, Groveport, OH 43125

Southeast Division: 1025 North Brook Parkway, Suwanee, GA 30174



Scott Equipment Company Inc.  
13854 Hwy 43 S.  
Russellville, AL 35653  
Ph: (256) 332-0356  
www.scottkubota.com

STATEMENT

DATE	CUSTOMER	PAGE
1/29/18	BURG01	1

BURGESS PROPERTIES LLC  
16818 AL HWY 20  
SUITE 2  
HILLSBORO, AL 35643

DATE	INVOICE	DESCRIPTION	AMOUNT	BALANCE
1/25/18	WA00436 #*	WORK ORDER	1753.10	1753.10
			TOTAL:	1753.10
CURRENT	OVER 30 DAYS	OVER 60 DAYS	OVER 90 DAYS	OVER 120 DAYS
1753.10				

This invoice is subject to terms and conditions of Scott Equipment Co. Our terms are net 30 days. A 1.5% per month service charge (18% APR) will be charged on all accounts past due. Minimum service charge \$1.00



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SOLD TO  
BURG01 BURGESS PROPERTIES LLC  
16818 AL HWY 20  
SUITE 2  
HILLSBORO, AL 35643

SHIP TO

KUB L5460HSTC SN:40545 HR 395 0 W:24 C:  
Sold By: NORMAN PO # Date 1/18/18 WORK ORDER WA00436  
Ship By: Tax #: 9:17:38 PRT: 2

Tax	D	Qty	Description	Price	Amount	
CUSTOMER LABOR						
PARTS SHOP					** TOTAL CUSTOMER LABOR	300.00
09000	1	KUB	TD270-93230	ASSY ELEME D2-9	49.59	
09000	1	KUB	TD350-30365	HARNESS, WIR	1200.56	
09000	1	KUB	HH164-32430	CARTRIDGE, D1-5	11.17	
09000	1	KUB	1J800-43170	CARTRIDGE, D1-7	21.96	
09000	2	KUB	70000-20001	SAFETY OIL, 1 GAL DISPLY	19.65	
09000	2	KUB	70000-20000	SAFETY OIL, 1 QT DISPLY	5.27	
					** TOTAL PARTS SHOP	1333.12

All wholegoods sales are fina. Electrical parts are non-returnable. Special order parts must be paid in advance and are non-returnable.  
No return of parts after 30 days. Returned goods must be accompan ed by this bill within 30 days. Restocking charge of 20% may apply.  
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\*\* SUBTOTAL 1633.12  
\*\* SALES TAX 119.98

X \_\_\_\_\_ Charge Sale

Phone: (256) 637-9399

PAY THIS AMOUNT

\$1753.10