



# JOHN DEERE

## JOHN DEERE NEW EQUIPMENT WARRANTY & AGREEMENT

### A. GENERAL PROVISIONS

The warranties below are provided by Seller to Purchaser of each item of new John Deere agricultural equipment, through the "Basic equipment Warranty". Seller will repair or replace, at its option, any part covered under warranty which is found to be defective in material or workmanship during the applicable period of warranty. The warranty service must be performed by an authorized John Deere dealer or service centre, both of which will use only new or remanufactured parts or components furnished and approved by John Deere. Warranty service will be performed without charge to Purchaser for labour and/or parts. Purchaser will be responsible, however, for any service call and/or transportation of equipment to and from the dealer's or service centre's place of business, for any premium charged for overtime labour requested by Purchaser, and for any maintenance service and/or maintenance items not directly related to any defect covered under the warranties below.

### B. WHAT IS WARRANTED & WARRANTY TERMS

#### 1. Basic Equipment Warranty

All parts of any new John Deere agricultural equipment, except tyres, tubes, radios and batteries are warranted for the number of months or operating hours which ever occurs first as specified below.

Agricultural Equipment	Warranty Term
All Agricultural Equipment (except as specified below)	12 months
All Equipment for industrial/ Construction & Contract purposes	6 months unlimited hrs
Combines & other Self-Propelled Units	12 months
Engines *	24 months/ 2000 hrs
All Tractors	24 months/ 2000 hrs

Golf & Turf/ Commercial & Lawn & Garden Equipment	Warranty Term
Commercial Mowing Equipment	24 months/ 1500 hrs
Utility Vehicles	24 months/ 1500 hrs
Compact Tractors	24 months/ 1500 hrs
Lawn & Garden Products for Residential use:	
• Private Homeowner	24 months
• Commercial use	12 months unlimited hrs

\* Engines: Items in Agricultural Equipment Covered Months 13 to 24 – Engine block, cylinder head, rocker arm cover, timing gear cover, crankcase pan and all parts enclosed within these units; also included are the fuel injection pump, turbocharger, water pump, torsion damper, manifolds and engine oil cooler.

#### The warranty period shall commence as follows:

- **Tractors & other non-seasonal equipment:**
  - On the date of delivery to Purchaser, as noted on the delivery acknowledgement.
- **Seasonal equipment**
  - Warranty begins on the date of delivery to Purchaser, or the first day of the seasonal use, whichever comes first. The first day of seasonal use shall be the day which is established by John Deere and noted as such on the delivery acknowledgement. For purposes of the warranty "seasonal" equipment is equipment which, in accordance with typical farming practices is used for tillage, planting, cultivating, harvesting or baling. If no seasonal date is noted on the delivery acknowledgement, then the date of delivery shall apply

#### 2. Parts replaced during warranty

Seller will repair or replace, at its own discretion, any new or remanufactured part or manufactured component, approved by John Deere and installed by an authorized John Deere dealer or service centre within 12 months, unless the equipment is used for Industrial or Construction or Contract purposes, then 6 months, from installation or before the expiration of the applicable equipment warranty, whichever is later.

#### C. ITEMS NOT COVERED UNDER THIS WARRANTY

1. The above warranties cover only defective material and workmanship. The warranties do not cover any depreciation or failure caused by normal wear, lack of proper maintenance or

use, misuse, lack of proper protection during storage, or accident. Purchaser shall pay all costs of routine maintenance and/or replacement of maintenance and wear items, such as, but not limited to, oil, filters, coolants and conditioners, cutting parts, belts, and brakes and clutch linings.

#### 2. Tyres, Tubes, Radios and Batteries,

Tyres, tubes, radios and batteries are warranted by the original equipment supplier to the John Deere factory as supported by the supplier's local agent in the given market.

#### 3. Used equipment

Used equipment is not warranted by Seller unless it is specifically covered by a separate warranty certificate. For purposes of the above warranties, John Deere tractors and its other equipment are still considered "new" if they have been used for demonstrating purposes (after proper registration as per the Dealer Contract) for no more than 250 hours (Tractors) and 100 hours on Combines and Self Propelled machines.

#### D. UNAPPROVED SERVICE OR MODIFICATION

All obligations of Seller under this warranty are terminated:

- If service other than normal maintenance is performed by someone other than an authorized John Deere dealer or service centre, or if equipment is modified or altered in ways not approved by John Deere, including, but not limited to, setting injection pump fuel delivery above Factory specifications.
- If services are not done according to and as set out in the operator's manual.

#### E. SECURING WARRANTY SERVICE

For purpose of the above warranties, an "authorized" John Deere dealer or service centre is one which has a signed agreement with John Deere to sell and/or service the type of equipment involved. To secure warranty service, the purchaser must (1) report the product defect to any authorized John Deere dealer or service centre and request repair within the applicable warranty period, (2) present evidence of the date of delivery or the starting date of the warranty on seasonal equipment.

#### F. NO REPRESENTATION OR IMPLIED WARRANTY

The above warranties are in no manner a guarantee against the occurrence of any defect in material or workmanship, but only provides for the repair and replacement of items, which are defective as such. Neither John Deere nor any company affiliated with it, makes any warranties, representations, or promises, express or implied as to the quality or performance of its products other than those set forth above, and NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS IS MADE. The only remedies the purchaser has in connection with the breach of performance of any warranty on John Deere equipment are those set forth above.

#### G. CONSEQUENTIAL DAMAGES

Neither Seller nor John Deere nor any company affiliated to John Deere, shall be liable in any event or manner whatsoever for incidental or consequential damages or injuries, including but not limited to loss of crops, loss of profits, rental or substitute equipment, or other commercial loss.

#### H. DELIVERY ACKNOWLEDGEMENT REQUIRED

Neither the Seller nor John Deere shall have any obligation whatsoever under the above warranties unless the purchase is documented on a delivery acknowledgement which is signed by both Purchaser and an authorized John Deere dealer. The delivery acknowledgement must include the customer's complete name and postal address, a full description of the equipment, including the complete identification number or serial number, the date of delivery, and with respect to seasonal equipment, the beginning of the new season as established by John Deere.

#### I. FREE INSPECTION

In order to assure that Purchaser is receiving satisfactory service, the selling dealer will perform a free inspection of new John Deere equipment within the warranty period after the equipment has been "run-in". Since the "run-in" period will vary between different items of equipment, Seller will suggest the most appropriate time for such inspection. It is Purchaser's obligation to deliver the equipment to Seller's service shop for this inspection or to reimburse Seller for any service call involved in making the inspection at another location when so requested by Purchaser.