

WARRANTY JOHN DEERE INDUSTRIAL EQUIPMENT

A. WHAT IS WARRANTED.

John Deere Industrial Equipment Company ("John Deere") makes the following warranties to the original purchaser of each item of new John Deere Industrial Equipment. Equipment which has been used for demonstration purposes for less than 100 hours is "new" for this purpose.

(1) Equipment Warranty. All parts of John Deere Industrial Equipment, except tires, tubes, radios and batteries, which are defective in materials or workmanship as delivered to purchaser, will be repaired or replaced, as John Deere elects, without charge for parts or labor if a defect appears within 12 months or 1500 hours of use, whichever occurs first, from the date of delivery of the equipment to the original purchaser.

(2) Parts and Assemblies Installed During Warranty.

Genuine John Deere parts or authorized rebuilt assemblies which are furnished under this Industrial Equipment Warranty and installed by an authorized John Deere dealer will be repaired or replaced, as John Deere elects, without charge for parts or labor if a defect in materials or workmanship appears within 90 days from the date of installation of such parts or before the expiration of the original warranty period, whichever is later.

(3) Battery and Radio Warranty. John Deere batteries will be warranted in accordance with the "Limited Warranty" furnished with each battery, and John Deere radios are warranted in accordance with a separate warranty furnished with such radios.

B. SECURING WARRANTY SERVICE.

Warranty service will be performed by any John Deere dealer authorized to sell new John Deere equipment of the type involved. At the time of requesting warranty service, the purchaser must present evidence of the date of delivery of the equipment. The purchaser shall pay any premium for overtime labor requested by the purchaser, any charge for making service calls, and for transporting the equipment to and from the place where the warranty work is performed.

C. ITEMS NOT COVERED BY JOHN DEERE WARRANTY.

Used equipment is not warranted by John Deere unless it is especially covered by a separate warranty certificate. Tires, tubes, radios, and non-John Deere batteries sold on or with John Deere Industrial Equipment are not warranted by John Deere and, if new, are ordinarily warranted by the selling dealer or by the manufacturers thereof.

D. UNAPPROVED SERVICE OR MODIFICATION. All obligations of John Deere under this Warranty shall be terminated:

(1) If service other than normal maintenance or normal replacement of service items is performed by someone other than an authorized John Deere dealer or;

(2) If equipment is modified or altered in ways not approved by John Deere.

E. ACCIDENTS AND NORMAL MAINTENANCE.

Only defective material and workmanship are covered by this warranty. It does not cover depreciation or damage caused by normal wear, accident, improper maintenance, improper protection in storage, or improper use. The cost of normal maintenance and normal replacement of service items such as filters, ignition parts, belts, brake linings, clutch linings, etc. shall be paid for by the purchaser.

F. NO REPRESENTATIONS OR IMPLIED WARRANTY.

Where permitted by law, 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 DOES NOT MAKE ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS.

G. REMEDIES EXCLUSIVE.

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. In no event will the dealer, John Deere, or any company affiliated with John Deere, be liable for incidental or consequential damages or injuries, including, but not limited to, loss of profits, rental of substitute equipment or other commercial loss.

H. PURCHASE ORDER AND DELIVERY RECEIPT REQUIRED.

John Deere shall have no obligations under this Warranty unless it appears on a purchase order signed by the purchaser and the purchaser has received a Delivery Receipt from an authorized John Deere dealer showing the date of delivery of the equipment.

I. NO DEALER WARRANTY.

The selling dealer may make a warranty of his own on any item warranted by John Deere, and makes no warranty on other items unless he delivers to purchaser a separate written warranty certificate specifically warranting the item. The dealer has no authority to make any representation or promise on behalf of John Deere, or to modify the terms or limitations of this Warranty in any way.

OWNER'S NAME

PERRY TOWNSHIP ROAD BOARD
STREET-ROUTE

TOWN HALL

MACHINE

401D TRACTOR
PRODUCT IDENTIFICATION NUMBER

T0401DE703291