

JOHN DEERE NEW OFF-HIGHWAY ENGINE WARRANTY



Warranty Duration

Unless otherwise provided in writing by John Deere, John Deere* makes the following warranty to the first retail purchaser and each subsequent purchaser (if purchase is made prior to expiration of applicable warranty) of each John Deere new off-highway engine marketed as part of a product manufactured by a company other than John Deere or its affiliates and on each John Deere engine used in an off-highway repower application:

- 12 months, unlimited hours of use, or
- 24 months and prior to the accumulation of 2000 hours of use

Note: In the absence of a functional hourmeter, hours of use will be determined on the basis of 12 hours of use per calendar day.

Warranty Coverage

This warranty applies to the engine and to integral components and accessories sold by John Deere, and delivered to the first retail purchaser on or after 1 January 2001.

All John Deere-warranted parts and components of John Deere engines which, as delivered to the purchaser, are defective in materials and/or workmanship will be repaired or replaced, as John Deere elects, without charge for parts or engine repair labor, including reasonable costs of labor to remove and reinstall non-engine parts or components of the equipment in which the engine is installed, and, when required, reasonable costs of labor for engine removal and reinstallation, if such defect appears within the warranty period as measured from the date of delivery to the first retail purchaser, if the delivery is reported to John Deere within 30 days of the delivery.

Emissions Warranties

Emissions warranties appear in the operation and maintenance instructions furnished with the engine/machine.

Obtaining Warranty Service

Warranty service must be requested of the nearest authorized John Deere engine service outlet before the expiration of the warranty. An *authorized* service outlet is a John Deere engine distributor, a John Deere engine service dealer, or a John Deere equipment dealer selling and servicing equipment with an engine of the type covered by this warranty.

Authorized service outlets will use only new or remanufactured parts or components furnished or approved by John Deere.

Authorized service locations and the name of the John Deere division or subsidiary making this warranty are listed in the *Parts and Service Directory for John Deere Engines*.

At the time of requesting warranty service, the purchaser must be prepared to present evidence of the date of delivery of the engine.

John Deere reimburses authorized service outlets for limited travel expenses incurred in making warranty service repairs in non-John Deere applications when travel is actually performed. The limit, as of the date of publication of this statement, is US\$300.00 (US\$400.00 if engine is marine) or equivalent. If distances and travel times are greater than reimbursed by John Deere, the service outlet will charge the purchaser for the difference.

Warranty Exclusions

John Deere's obligations shall not apply to fuel injection pump and nozzles during the pump and nozzle manufacturer's warranty period on the pump and nozzles, components and accessories which are not furnished or installed by John Deere, nor to failures caused by such items. When the pump manufacturer's warranty is less than the engine warranty, John Deere will reimburse pump repair costs for warrantable-type failures during the remainder of the original engine warranty period, when so documented by the pump manufacturer's approved service outlet.

* "John Deere" means John Deere Power Systems with respect to users in the United States, John Deere Limited with respect to users in Canada, and Deere & Company or its subsidiary responsible for marketing John Deere equipment in other countries where the user is located.

Purchaser's Responsibilities

The cost of normal maintenance and depreciation.

Consequences of negligence, misuse, or accident involving the engine, or improper application, installation, or storage of the engine.

Consequences of service performed by someone other than a party authorized to perform warranty service, if such service, in John Deere's judgment, has adversely affected the performance or reliability of the engine.

Consequences of any modification or alteration of the engine not approved by John Deere, including, but not limited to, tampering with fuel and air delivery systems.

The effects of cooling system neglect as manifested in cylinder liner or block cavitation ("pitting", "erosion", "electrolysis").

Any premium for overtime labor requested by the purchaser.

Costs of transporting the engine or the equipment in which it is installed to and from the location at which the warranty service is performed, if such costs are in excess of the maximum amount payable to the service location were the warranty service performed at the engine's location.

Costs incurred in gaining access to the engine; i.e., overcoming physical barriers such as walls, fences, floors, decks or similar structures impeding access to the engine, rental of cranes or similar, or construction of ramps or lifts or protective structures for engine removal and reinstallation.

Incidental travel costs including tolls, meals, lodging, and similar.

Service outlet costs incurred in solving or attempting to solve non-warrantable problems.

Services performed by a party other than an authorized John Deere engine service dealer, unless required by law.

Charges by dealers for initial engine start-up and inspection, deemed unnecessary by John Deere when operation and maintenance instructions supplied with the engine are followed.

Costs of interpreting or translating services.

No Representations or Implied Warranty

Where permitted by law, neither John Deere nor any company affiliated with it makes any guaranties, warranties, conditions, representations or promises, express or implied, oral or written, as to the nonoccurrence of any defect or the quality or performance of its engines other than those set forth herein, and DOES NOT MAKE ANY IMPLIED WARRANTY OR CONDITIONS OF MERCHANTABILITY OR FITNESS otherwise provided for in the Uniform Commercial Code or required by any Sale of Goods Act or any other statute. This exclusion includes fundamental terms. In no event will a John Deere engine distributor or engine service dealer, John Deere equipment dealer, or 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, loss of crops, rental of substitute equipment or other commercial loss, damage to the equipment in which the engine is installed or for damage suffered by purchaser as a result of fundamental breaches of contract or breach of fundamental terms, unless such damages or injuries are caused by the gross negligence or intentional acts of the foregoing parties.

Remedy Limitation

The remedies set forth in this warranty are the purchaser's exclusive remedies in connection with the performance of, or any breach of guaranty, condition, or warranty in respect of new John Deere engines. In the event the above warranty fails to correct purchaser's performance problems caused by defects in workmanship and/or materials, purchaser's exclusive remedy shall be limited to payment by John Deere of actual damages in an amount not to exceed the cost of the engine.

No Seller's Warranty

No person or entity, other than John Deere, who sells the engine or product in which the engine has been installed makes any guaranty or warranty of its own on any engine warranted by John Deere unless it delivers to the purchaser a separate written guaranty certificate specifically guaranteeing the engine, in which case John Deere shall have no obligation to the purchaser. Neither original equipment manufacturers, engine or equipment distributors, engine or equipment dealers, nor any other person or entity, has any 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.

Additional Information

For additional information concerning the John Deere New Off-Highway Engine Warranty, see booklet *Engine Owner's Warranty – Worldwide*.