

JOHN DEERE NEW DRIVETRAIN PRODUCTS WARRANTY



Warranty Duration

Unless otherwise provided in writing, 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 new John Deere Drivetrain Product (Transmission, Planetary Drive, Pump Drive, and Axle):

- 2000 hours or 12 months of service, whichever occurs first, and
- In the first 18 months following the date of original shipment from the John Deere Coffeyville Works.

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 drivetrain product and to components associated with that product and sold by John Deere, and delivered to the first retail purchaser. This **does not** apply to drivetrain components installed on equipment manufactured by any division of John Deere or its affiliates.

All John Deere-warranted parts and components of John Deere products which, as delivered to the purchaser, are defective in materials and/or workmanship will be repaired or replaced, as John Deere elects, if such defect appears within the warranty period as measured from the date of delivery to the first retail purchaser.

Obtaining Warranty Service

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

Warranty service does not assure uninterrupted product operation; John Deere does not assume liability for damages caused by any delays caused by warranty service.

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

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

* "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 product, or improper product application, installation, or storage.
- 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 product.
- Consequences of any modification or alteration of the product not approved by John Deere.
- Costs of transporting the product or the equipment in which it is installed to and from the location at which the warranty service is performed.
- 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 service dealer, unless required by law.
- Charges by dealers for initial set-up and inspection.
- Costs of interpretation or translation 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 drivetrain products 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 distributor or 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 product 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 drivetrain products. 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 product.

No Seller's Warranty

No person or entity, other than John Deere, who sells the product in which the drivetrain component has been installed makes any guaranty or warranty of its own on any drivetrain product warranted by John Deere unless it delivers to the purchaser a separate written guaranty certificate specifically guaranteeing the drivetrain product, in which case John Deere shall have no obligation to the purchaser. Neither original equipment manufacturers, distributors, or service 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.