

**JOHN DEERE BIG PARTS PROMISE
TERMS & CONDITIONS
United States and Canada
EFFECTIVE JANUARY 1, 2022 THROUGH DECEMBER 31, 2024**

1. **JOHN DEERE BIG PARTS PROMISE PROGRAM OVERVIEW.** JOHN DEERE CONSTRUCTION & FORESTRY COMPANY AND JOHN DEERE CANADA ULC, (HEREINAFTER, COLLECTIVELY, "**DEERE**") OFFERS THE JOHN DEERE BIG PARTS PROMISE PROGRAM (THE "**PROGRAM**"). THE PROGRAM PROVIDES THAT QUICK AND CRITICAL SAME DAY QUALIFYING PARTS ("**SAME DAY PARTS**") WILL BE IN STOCK AT PARTICIPATING JOHN DEERE CONSTRUCTION & FORESTRY COMPANY AND JOHN DEERE CANADA ULC DEALERS ("**PARTICIPATING DEALERS**") AT TIME OF REQUEST AND THAT QUALIFYING NEXT DAY LARGE PRODUCTION-CLASS PARTS ("**NEXT DAY PARTS**") WILL BE AVAILABLE BY THE NEXT BUSINESS DAY, PROVIDED THAT PROGRAM REQUIREMENTS ARE SATISFIED.
2. **PROGRAM ELIGIBLE MACHINES.** A LIST OF PROGRAM ELIGIBLE JOHN DEERE MACHINE MODELS MAY BE VIEWED AT WWW.JOHNDEERE.COM/BIG.
3. **DEALER PARTICIPATION.** DEALER PROGRAM PARTICIPATION MAY VARY AND PARTICIPATING DEALERS ARE LISTED WWW.JOHNDEERE.COM/BIG. PLEASE CONSULT WITH YOUR DEALER TO CONFIRM IF THEY ARE A PROGRAM PARTICIPATING DEALER.
4. **SAME DAY PARTS AND NEXT DAY PARTS.** A LIST OF PROGRAM SAME DAY PARTS AND NEXT DAY PARTS CAN BE FOUND AT WWW.JOHNDEERE.COM/BIG. ONLY SAME DAY PARTS AND NEXT DAY PARTS ARE ELIGIBLE FOR THE PROGRAM. IF DEERE PLACES A SAME DAY PART AND/OR NEXT DAY PART ON HOLD, THE SAME DAY PART AND/OR NEXT DAY PART WILL NO LONGER BE PROGRAM ELIGIBLE UNTIL DEERE RELEASES THE SAME DAY PART AND/OR NEXT DAY PART. IT IS THE RESPONSIBILITY OF THE PARTICIPATING DEALERS TO INQUIRE WITH THEIR TERRITORY MANAGER REGARDING THE STATUS OF SAME DAY PARTS AND/OR NEXT DAY PARTS ON HOLD.
5. **PROGRAM ELIGIBILITY.** THE PROGRAM IS ONLY AVAILABLE TO THE CURRENT OWNER/LESSOR OF A PROGRAM ELIGIBLE MACHINE ("**CUSTOMER**") AND ONLY AT PARTICIPATING DEALERS. PROGRAM PARTICIPATION IS STRICTLY VOLUNTARY. MACHINES IN A DEALER OWNED RENTAL FLEET ARE EXCLUDED FROM THIS PROGRAM. IF A CUSTOMER MOVES A MACHINE TO A DIFFERENT SERVICE LOCATION FROM WHERE THE MACHINE WAS PURCHASED/LEASED, THE CUSTOMER MUST PROVIDE THE NEW SERVICING LOCATION PRIOR NOTICE TO BE PROGRAM ELIGIBLE.

6. PROGRAM COMPONENTS.

A. QUALIFIED PART AVAILABILITY. IF A SAME DAY PART IS NOT AVAILABLE AT THE PARTICIPATING DEALER, THE SAME DAY PART WILL BE PROVIDED TO THE CUSTOMER FREE OF CHARGE (INCLUDING PART, TAXES AND FREIGHT CHARGES, IF APPLICABLE).

SAME DAY PART AVAILABILITY PROGRAM PARTICIPATION REQUIREMENTS:

- 1) CUSTOMER MUST PLACE AN ORDER FOR A SAME DAY PART WITH A PARTICIPATING DEALER.
- 2) THIS SAME DAY PART AVAILABILITY PROMISE ONLY APPLIES TO ELIGIBLE SAME DAY PARTS LISTED AT WWW.JOHNDEERE.COM/BIG.
- 3) IF THE PARTICIPATING DEALER DOES NOT HAVE THE SAME DAY PART AVAILABLE FOR PICKUP AT THE AGREED UPON DEALER LOCATION WITHIN THE PUBLISHED STANDARD BUSINESS HOURS OF THAT DEALER LOCATION THEN THE DEALER WILL PROVIDE THE SAME DAY PART FREE OF CHARGE UPON RECEIPT (PART, TAXES AND FREIGHT CHARGES INCLUDED IF APPLICABLE).
- 4) THE QUANTITY OF SAME DAY PARTS ORDERED AT THE SAME TIME MUST BE OF A REASONABLE QUANTITY AND MUST MATCH THE NUMBER OF PARTS NEEDED FOR A SINGLE MACHINE REPAIR.

B. NEXT DAY PARTS. CUSTOMER MUST ORDER A PROGRAM NEXT DAY PART THROUGH ITS DEALER PRIOR TO EMERGENCY ORDER CUT OFF FOR ARRIVAL NEXT BUSINESS DAY. FOR THE STATES OF ALASKA AND HAWAII, MAJOR COMPONENTS ARRIVAL TIME IS 2 BUSINESS DAYS INSTEAD OF NEXT DAY.

NEXT DAY PART PROGRAM PARTICIPATION REQUIREMENTS:

- 1) NEXT DAY PARTS ORDER MUST BE PLACED AND TIME STAMPED WITHIN THE JOHN DEERE PARTS SYSTEM PRIOR TO EMERGENCY ORDER CUT OFF OF THE JOHN DEERE PARTS DEPOT ASSIGNED TO THE PARTICIPATING DEALER'S LOCATION. PART ORDER MUST BE ORDERED "EMERGENCY/FLASH PLUS" AND SCHEDULED FOR NEXT BUSINESS DAY DELIVERY.
- 2) IF THE NEXT DAY PARTS ARE ORDERED IN ACCORDANCE WITH THIS SECTION 6.B AND AREN'T DELIVERED TO YOUR PARTICIPATING DEALERSHIP BY END OF PUBLISHED BUSINESS HOURS FOR THAT LOCATION NEXT DAY, DEERE WILL PROVIDE A CREDIT TO THE DEALER FOR THE FREIGHT COST FOR THAT NEXT DAY PART ONLY. DEALERS WILL SUBMIT ANY MISSED FREIGHT OCCURENCES TO DEERE FOR REIMBURSEMENT WITHIN ONE (1) WEEK OF MISSED DELIVERY.
- 3) IF THE NEXT DAY PART ARRIVES AT CUSTOMER'S PARTICIPATING DEALER BY END OF DEALER NORMAL BUSINESS HOURS, DEERE IS NOT RESPONSIBLE TO PAY FOR THE NEXT DAY PART FREIGHT.

C. ORDER PLACEMENT. ALL ORDERS MUST BE PLACED DURING THE BUSINESS WEEK (MONDAY THROUGH FRIDAY) TO BE ELIGIBLE FOR EITHER PORTION OF THIS PROGRAM. ORDERS PLACED OUTSIDE OF THIS TIME WILL NOT BE COVERED THROUGH THIS PARTS PROMISE.

7. **JOHN DEERE BIG PARTS PROMISE FREIGHT REWARD.** JOHN DEERE WILL ISSUE FREIGHT COMPENSATION (TO MATCH THE ACTUAL FREIGHT INVOICE FOR A NEXT DAY PART) TO THE PARTICIPATING DEALER IN THE INSTANCE THAT THE NEXT DAY PART DOES NOT ARRIVE AT THE PARTICIPATING DEALER LOCATION BY CLOSE OF STANDARD BUSINESS HOURS NEXT DAY. AN AUDIT WILL OCCUR TO ENSURE THAT THE REQUESTED FREIGHT COMPENSATION MEETS THE PROGRAM REQUIREMENTS.
8. **PROGRAM LIMITATION OF LIABILITY.** THE PROGRAM DOES NOT PROVIDE A GUARANTEE OR WARRANTY OF THE MACHINE OR FOR SAME DAY PARTS AND/OR NEXT DAY PART AVAILABILITY. THE PURPOSE OF THE PROGRAM IS FOR DEERE AND PARTICIPATING DEALERS TO DEMONSTRATE OUR COMMITMENT TO PROVIDE WORLD CLASS CUSTOMER SUPPORT. A SAME DAY PART WILL ONLY BE PROVIDED FOR FREE IN ACCORDANCE WITH THESE PROGRAM TERMS & CONDITIONS AND SUBJECT TO THE PROGRAM REIMBURSEMENTS NOTED WITHIN THESE TERMS & CONDITIONS. THE FREIGHT CHARGES FOR A NEXT DAY PART WILL ONLY BE COVERED IN ACCORDANCE WITH THE PROGRAM TERMS & CONDITIONS AND SUBJECT TO THE PROGRAM REIMBURSEMENTS NOTED WITHIN THESE TERMS & CONDITIONS. THE PROGRAM DOES NOT PROVIDE ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, RELATED TO SAME DAY PARTS AND/OR NEXT DAY PART AVAILABILITY. DEERE MAKES NO OTHER GUARANTEE, WARRANTY OR CLAIM OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOUR SOLE REMEDY UNDER THE PROGRAM IS LIMITED EXCLUSIVELY TO A FREE SAME DAY PART OR FREE FREIGHT FOR NEXT DAY PARTS, PURSUANT TO THESE PROGRAM TERMS & CONDITIONS. DEERE SHALL NOT BE RESPONSIBLE FOR ANY LOST PROFIT, ELIGIBLE MACHINE OR OPERATIONAL DOWNTIME, OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THESE PROGRAM TERMS & CONDITIONS DETAIL DEERE'S SOLE OBLIGATION IN CONNECTION WITH THE PROGRAM.
9. **PROGRAM INTERPRETATION AND MANAGEMENT.** DEERE WILL MAKE ALL PROGRAM INTERPRETATION, ELIGIBILITY, LIST OF SAME DAY PARTS AND NEXT DAY PARTS, AND FREIGHT DETERMINATIONS, IN ITS SOLE DISCRETION. DEERE RESERVES THE RIGHT TO MODIFY, AMEND, CANCEL OR TERMINATE THE PROGRAM AT ANY TIME, IN ITS SOLE DISCRETION.
10. **TERMS AND CONDITIONS.** BY PARTICIPATING IN THE PROGRAM, YOU AGREE TO THESE PROGRAM TERMS & CONDITIONS. THE PROGRAM TERMS & CONDITIONS ARE ALSO AVAILABLE ON THE WEBSITE AT WWW.JOHNDEERE.COM/BIG. BY PARTICIPATING IN THE PROGRAM, YOU REPRESENT THAT YOU ARE AN AUTHORIZED REPRESENTATIVE OF THE MACHINE OWNER/LESSOR AND THAT YOU ARE AUTHORIZED TO RECEIVE ANY POTENTIAL PROGRAM BENEFIT.