

JOHN DEERE COMPRESSED NATURAL GAS ON-HIGHWAY ENGINE WARRANTY



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A. WARRANTY AND DURATION

John Deere* makes the following warranty to the first retail purchaser of a new John Deere compressed natural gas on-highway engine. This warranty applies to the engine and to components and accessories sold by John Deere (all of which are referred to in this warranty as "engines"). All parts 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 (except as provided in Section B) for parts or engine repair labor, including the cost of labor to remove and reinstall non-engine parts or components of the vehicle in which the engine is installed, and, when required, engine removal and reinstallation, if such defect appears within the following periods from the date of delivery to the first retail purchaser (and applicable from that date to subsequent owners): (a) 5 years or 100,000 miles or 160,935 kilometers (300,000 miles or 482,800 kilometers for engine block, camshaft, crankshaft, and connecting rods), whichever occurs first, from the date of delivery of the engine to the purchaser, in School Bus applications; (b) 2 years unlimited miles/kilometers (3 years for engine block, camshaft, crankshaft, and connecting rods), in Transit Bus applications; or 2 years or 150,000 miles (241,400 kilometers) in Truck applications. Reasonable towing costs, or travel costs for a serviceperson when a repair is made in the field, are reimbursable.

Warranty statements covering engine emissions-related parts and components are found in the Engine Operation and Maintenance Manual delivered with each engine.

B. SECURING WARRANTY SERVICE

Warranty service is to be performed by the **nearest** authorized John Deere On-Highway Engine Service Dealer who 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 present evidence of the date of delivery of the engine. The purchaser is responsible for any premium charged for overtime labor requested by the purchaser.

C. EXCLUSIONS

John Deere's obligations shall not apply to:

1. Components or accessories which are not furnished or installed by John Deere, nor to failures caused by such items.
2. Any engine which, in John Deere's judgement, has been subjected to negligence (not maintained according to the Operation and Maintenance Manual furnished with the engine), misuse, accident, or improper application or installation.
3. The costs of normal maintenance, maintenance items (including, but not limited to, belts, hoses, filters, spark plugs and injectors), and depreciation.
4. Engines on which service has been performed by someone other than a party authorized to perform warranty service, if such service, in John Deere's

judgement, has adversely affected the performance or reliability of the engine.

5. Engines which have been modified or altered in any way not approved by John Deere, including, but not limited to, adjusting fuel delivery to other than John Deere specifications.
6. Normal wear of parts and components.
7. Oil consumption deemed excessive, unless substantiated by purchaser's maintenance records.

D. NO REPRESENTATIONS OR IMPLIED WARRANTY/ REMEDY LIMITATION

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 WARRANTIES 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, John Deere or any company affiliated with John Deere, or vehicle manufacturer be liable for incidental or consequential damages or injuries including, but not limited to, rental of substitute equipment, loss of profits or other commercial loss, damage to the vehicle in which the engine is installed or for damages 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). 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.

E. SELLER'S WARRANTY

No person or entity, other than John Deere, who sells 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 obligations 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. 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.

* "John Deere" means Deere Power Systems Group with respect to purchasers in the United States and Dependencies, and John Deere Limited with respect to purchasers in Canada.