

JOHN DEERE BIG PARTS PROMISE

TERMS & CONDITIONS

United States and Canada

EFFECTIVE MARCH 7, 2017 THROUGH DECEMBER 31, 2017

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 ("**QUALIFIED PARTS**") WILL BE IN STOCK AT PARTICIPATING JOHN DEERE CONSTRUCTION AND JOHN DEERE CANADA ULC DEALERS ("**PARTICIPATING DEALERS**") AT TIME OF REQUEST AND THAT QUALIFYING MAJOR NEXT DAY LARGE PARTS ("**QUALIFIED MAJOR COMPONENTS**") 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. **QUALIFIED PARTS AND QUALIFIED MAJOR COMPONENTS.** A LIST OF PROGRAM QUALIFIED PARTS AND QUALIFIED MAJOR COMPONENTS CAN BE FOUND AT WWW.JOHNDEERE.COM/BIG. ONLY QUALIFIED PARTS AND QUALIFIED MAJOR COMPONENTS ARE ELIGIBLE FOR THE PROGRAM. IF DEERE PLACES A QUALIFIED PART AND/OR QUALIFIED MAJOR COMPONENT ON HOLD, THE QUALIFIED PART AND/OR QUALIFIED MAJOR COMPONENT WILL NO LONGER BE PROGRAM ELIGIBLE UNTIL DEERE RELEASES THE QUALIFIED PART AND/OR QUALIFIED COMPONENT. IT IS THE RESPONSIBILITY OF THE PARTICIPATING DEALERS TO INQUIRE WITH THEIR TERRITORY MANAGER REGARDING THE STATUS OF QUALIFIED PARTS AND/OR QUALIFIED MAJOR COMPONENTS 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 QUALIFIED PART IS NOT AVAILABLE AT THE PARTICIPATING DEALER, QUALIFYING PART SHALL BE PROVIDED TO THE CUSTOMER FREE OF CHARGE (INCLUDING PART, TAXES AND FREIGHT CHARGES, IF APPLICABLE).

PROGRAM PARTICIPATION REQUIREMENTS:

- 1) CUSTOMER MUST PLACE AN ORDER FOR A QUALIFIED PART WITH A PARTICIPATING DEALER.
 - 2) THIS SAME DAY QUALIFIED PART AVAILABILITY PROMISE ONLY APPLIES TO ELIGIBLE QUALIFIED PARTS LISTED AT WWW.JOHNDEERE.COM/BIG.
 - 3) IF THE PARTICIPATING DEALER DOES NOT HAVE THE QUALIFIED 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 QUALIFIED PART FREE OF CHARGE UPON RECEIPT (PART, TAXES AND FREIGHT CHARGES INCLUDED IF APPLICABLE).
 - 4) THE QUANTITY OF PARTS ORDERED AT THE SAME TIME MUST BE OF A REASONABLE QUANTITY AND MUST MATCH THE AMOUNT OF PARTS NEEDED FOR A SINGLE MACHINE REPAIR.
- B. **QUALIFIED MAJOR COMPONENTS.** CUSTOMER MUST ORDER A PROGRAM QUALIFYING MAJOR COMPONENT 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.

C. PROGRAM PARTICIPATION REQUIREMENTS:

- 1) 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 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 QUALIFYING MAJOR COMPONENT ONLY. DEALERS WILL SUBMIT ANY MISSED FREIGHT OCCURENCES TO DEERE FOR REIMBURSEMENT WITHIN 1 WEEK OF MISSED DELIVERY.

- 3) IF THE PART ARRIVES AT CUSTOMER'S PARTICIPATING DEALER BY END OF DEALER NORMAL BUSINESS HOURS, DEERE IS NOT RESPONSIBLE TO PAY FOR THE QUALIFIED MAJOR COMPONENT FREIGHT.

- D. ALL ORDERS MUST BE PLACED DURING THE BUSINESS WEEK (MONDAY THROUGH FRIDAY) TO BE ELIGIBLE FOR EITHER PORTION OF THIS PROGRAM. ORDERS OUTSIDE OF THIS TIME, WILL BE 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 QUALIFIED MAJOR COMPONENT) TO THE PARTICIPATING DEALER IN THE INSTANCE THAT THE QUALIFYING MAJOR COMPONENT 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 QUALFIED PARTS AND/OR QUALFIED MAJOR COMPONENT AVAILABILITY. THE PURPOSE OF THE PROGRAM IS FOR DEERE AND PARTICIPATING DEALERS TO DEMONSTRATE OUR COMMITMENT TO PROVIDE WORLD CLASS CUSTOMER SUPPORT. A QUALIFIED PART WILL ONLY BE PROVIDED FOR FREE IN ACCORDANCE WITH THE PROGRAM TERMS & CONDITIONS AND SUBJECT TO THE PROGRAM REIMBURSEMENTS NOTED WITHIN THESE TERMS & CONDITIONS. THE FREIGHT CHARGES FOR A QUALIFIED MAJOR COMPONENT 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 QUALIFIED PARTS AND/OR QUALIFIED MAJOR COMPONENT 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 QUALIFIED PART OR FREE FREIGHT FOR QUALIFIED MAJOR COMPONENTS, PURSUANT TO THE TERMS OF THE PROGRAM. DEERE SHALL NOT BE RESPONSIBLE FOR ANY LOST PROFIT, ELIGIBLE MACHINE OR OPERATIONAL DOWNTIME, OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE 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 QUALIFIED PARTS AND QUALIFIED MAJOR COMPONENTS, 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.