

US Emission Control Warranty – EPA Marine Diesel

DXLOGOV1 —UN—28APR09



JOHN DEERE

U.S. MARINE COMPRESSION-IGNITION ENGINE EMISSION CONTROL WARRANTY STATEMENT

OWNER WARRANTY RIGHTS AND OBLIGATIONS

To determine if the John Deere engine qualifies for the additional warranties set forth below, look for the “Emission Control Information” label located on the engine and verify that it states the engine conforms to U.S. EPA regulations for Recreational or commercial marine compression-ignition engines.

Warranties stated on this certificate refer only to emission-related parts and components of the engine. The complete engine warranty, less emission-related parts and components, is provided separately. The U.S. EPA Emission Warranty only applies to engines in vessels that are registered and operated in the USA. Engines that are not covered by the U.S. EPA Emission regulations are not covered by the EPA Emission Warranty. If owner has any questions about the warranty rights and responsibilities, owner should contact John Deere at 1-319-292-5400.

JOHN DEERE’S WARRANTY RESPONSIBILITY:

John Deere warrants to the ultimate purchaser and each subsequent purchaser that this marine diesel engine including all parts of its emission control system was designed, built and equipped so as to conform at the time of sale with applicable regulations under section 213 of the Clean Air Act and is free from defects in materials and workmanship which would cause the engine to fail to conform with applicable US EPA regulations for the following periods:

Recreational Category 1 Marine Engine	Five years or 500 hours, whichever comes first *
Commercial Category 1 Marine Engine	Five years or 5,000 hours, whichever comes first *

Where a warrantable condition exists, John Deere will repair or replace, as it elects, any part or component with a defect in materials or workmanship that would increase the engine’s emission of any pollutant within the stated warranty period at no cost to you, including expenses related to diagnosing and repairing or replacing emission-related parts. Warranty coverage is subject to the limitations and exclusions set forth herein.

EMISSION WARRANTY EXCLUSIONS:

John Deere may deny warranty claims for malfunctions or failures caused by:

- Non-performance of maintenance requirements listed in the Operator’s Manual.
- The use of the engine / equipment in a manner for which it was not designed.
- Abuse, neglect, improper maintenance or unapproved modifications or alterations.
- Accidents for which it does not have responsibility or by acts of God.

The marine engine is designed to operate on diesel fuel as specified in the Fuels, Lubricants and Coolants section in the Operators Manual. Use of any other fuel can harm the emission control system of the engine / equipment and is not approved for use.

To the extent permitted by law, John Deere is not liable for damage to other engine components caused by a failure of an emission-related part, unless otherwise covered by standard warranty.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISIONS OF MATERIAL AND SERVICES AS SPECIFIED HEREIN. WHERE PERMITTED BY LAW, NEITHER JOHN DEERE NOR ANY AUTHORIZED JOHN DEERE ENGINE DISTRIBUTOR, DEALER, OR REPAIR FACILITY OR ANY COMPANY AFFILIATED WITH JOHN DEERE WILL BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

* The emission-related warranty shall not be shorter than any published warranty Deere offers without charge to the customer.

Emission_Marine_EPA(13Mar10)

OUC6078,00002BC -19-05JAN17-1/1