

DF2369R Off-Highway Remanufactured Engine Warranty

JOHN DEERE REMANUFACTURED OFF-HIGHWAY ENGINE WARRANTY

A. WARRANTY AND DURATION

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 remanufactured John Deere Reman engine. This warranty applies only to the engine and accessories furnished with the engine (all of which are referred to in this warranty as "engine"). All parts of John Deere Reman engines which, as delivered to the purchaser, are defective in materials or workmanship will be repaired or replaced without charge (except as provided in Section B) for parts or repair labor. This includes, when required, the cost of labor to remove and reinstall the engine if such defect is reported to John Deere within 12 months/unlimited hours of use from date of delivery to the first retail purchaser; or, for John Deere **agricultural applications**, within 12 months/unlimited hours of use, or 24 months and prior to the accumulation of 2000 hours of use. This warranty does not cover travel expenses incurred in making warranty service repairs.

B. OBTAINING WARRANTY SERVICE

Warranty service is to be performed by a local authorized Engine Service Dealer or John Deere equipment dealer authorized to service an engine of the type covered by this warranty. Authorized service dealers will use only new or remanufactured parts or components furnished or approved by John Deere. To find the local authorized John Deere service location use the dealer locator service on www.JohnDeere.com, or by calling 1-800-JDENGINE (800-533-6446). At the time of requesting warranty service, the purchaser must present evidence of the date of delivery of the engine. The purchaser shall be responsible for any additional cost of labor required to gain access to the engine, i.e. overcoming physical barriers such as walls, fences, floors, decks, or similar structures impeding access to the engine, rental of cranes or similar, or construction of ramps or lifts or protective structures for engine removal and reinstallation. The purchaser is also responsible for any premium charged for overtime labor requested by the purchaser, and for the transportation of the engine or the equipment in which it is installed to and from the location at which the warranty service is performed.

C. DEALER MATERIAL REIMBURSEMENT

To ensure reimbursement for service part core components replaced during warranty service, cores must be returned to John Deere Reman promptly following service completion, accompanied with the required completed return documentation.

D. EXCLUSIONS

John Deere's obligations shall not apply to:

1. Any engine which, in John Deere's judgment, has been subjected to negligence, misuse, accident, improper application or installation, or improper maintenance or storage.
2. The cost of normal maintenance and depreciation.
3. The effects of cooling system neglect as manifested in cylinder liner or block cavitation ("pitting", "erosion", "electrolysis").
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 judgment, 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, setting injection pump delivery above John Deere specifications.
6. Engine failure caused by other components.
7. Servicing dealer costs incurred in solving or attempting to solve non-warrantable problems.

E. 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 above 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 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 engine 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). 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 depreciated cost of the product.. 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 engines.

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F. SELLER'S WARRANTY

No person or entity, other than John Deere, who sells the 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 engine sellers, 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.

* 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.

DF2369R (26 May 2017)

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