

John Deere Limited

John Deere Limited ACN 008 671 725 - Incorporated in Western Australia, Australia

WARRANTY FOR NEW JOHN DEERE AGRICULTURAL EQUIPMENT AND WARRANTY FOR NEW TURF & UTILITY EQUIPMENT (New Zealand)

A. GENERAL PROVISIONS – The warranties described below are provided by John Deere Limited to the Purchaser of new Agricultural, Power Systems and Turf & Utility Equipment described in the Warranty Terms Table below (“Equipment”) purchased from John Deere Limited or authorised John Deere dealers (the “Selling Dealer”). “New Equipment” means equipment that has not been previously sold at retail and does not include replacement parts or merchandise.

Under these warranties John Deere Limited will repair or replace, at its option, any part covered under these warranties which is found to be defective in material or workmanship during the applicable warranty term. Warranty service must be performed by a dealer or service centre authorised by John Deere Limited to sell and/or service the type of Equipment involved (the “Authorised Dealer”). The Authorised Dealer will use only new or remanufactured parts or components furnished or approved by John Deere Limited. Warranty service will be performed without charge to the Purchaser for parts and/or labour. However, the Purchaser will be responsible for any service call and/or transportation of Equipment to and from the Authorised Dealer’s place of business (except where prohibited by law), for any premium charged for overtime labour requested by the Purchaser and for any service and/or maintenance not directly related to any defect covered under these warranties. These warranties are transferable, provided an Authorised Dealer is notified of the ownership change, and John Deere approves the warranty transfer.

If you are a “consumer” (as defined in the Consumer Guarantees Act 1993 (New Zealand)) and are not acquiring the product in trade, nothing in this warranty limits your rights under that Act. You will have all rights provided to you under that Act, in addition to the rights John Deere Limited gives you under this warranty.

B. WHAT IS WARRANTED – Subject to paragraph C, all parts of any new Equipment are warranted for the number of months or operating hours specified in the Warranty Terms Table. Each warranty term begins on the date of delivery of the Equipment to the Purchaser, (except for certain agricultural tillage, planting, cultivating, and harvesting Equipment which may have a delayed warranty start date, but only if established by John Deere Limited and noted by the Selling Dealer on the Purchase Order). **Included in Compact Utility Tractor Powertrain Warranty – Engine:** cylinder block, cylinder head, valve covers, oil pan, emissions control components, timing gear covers, flywheel housing, and all parts contained therein. **Powertrain:** transmission, transmission case, differential and axle housings, clutch housings, MFWD front axle assembly, and all parts contained therein (does not include external drivelines, dry clutch parts, or steering cylinders). The Authorised Dealer will repair or replace, at its option, any approved part installed under any of the applicable warranties as stated in the Warranty Terms Table, including replacement under an approved Product Improvement Program, if a defect in material or workmanship appears. These replacement parts or components will carry a warranty period equal to, the remainder of the machine warranty or the applicable warranty term for that specific repair part whichever is greater.

| AGRICULTURAL EQUIPMENT | WARRANTY TERM *** |
|---|---|
| Tractors | 24 Months or 2000 Hours, Whichever Comes First |
| Tractors used in Heavy Duty Land Levelling applications exceeding 150 hours per year | 90 Days |
| 9R Series Tractors factory equipped with Option 0574 used in Heavy Duty Land Levelling applications less than half of the annual usage | 24 Months or 2000 Hours, Whichever Comes First |
| 9R Series Tractors factory equipped with Option 0574 used in Heavy Duty Land Levelling applications exceeding half of the annual usage | 90 Days |
| Scraper Special Tractors | 24 Months or 2000 Hours, Whichever Comes First |
| Scrapers | 6 Months for MY14 and earlier 12 Months for D Series and MY15 and later |
| Sugar Cane Harvesters and Loaders | 12 Months or 1500 Hours, Whichever Comes First |
| All other Equipment (includes Ag Management Solutions (AMS) products) | 12 Months |
| Premium Round Balers 469, 569, 450R, 460R, 560R | 24 Months or 12,000 Bales, Whichever Comes First; First 12 Months, No Bale Limitation |
| Large Square Balers a) Powertrain on Large Square Balers | 12 Months, No Bales Limitation a) 24 Months or 20,000 Bales, Whichever Comes First |
| Hagie Manufacturing Company LLC Sprayers and Detassellers | 24 Months or 1000 Hours, Whichever Comes First |
| Engines in Self Propelled Equipment except Tractors* | 24 Months or 2000 Hours, Whichever Comes First |
| *Engine Items covered months 13 through 24 – Engine block, cylinder head, rocker arm cover, timing gear cover, crankcase pan and all parts enclosed within these units. Also included are the fuel injection pump, turbocharger, water pump, torsion damper, manifolds and engine oil cooler. All other engine related items are not covered in months 13 through 24. | |
| LAWN AND GARDEN EQUIPMENT | WARRANTY TERM *** |
| 1) All Lawn & Garden Equipment and Attachments (except for Equipment listed in 2 through 9 below) | 24 Months in Private Residential - Personal Use 12 Months in Any Other Application |
| 2) Z425 EZtrak™ Mowers, Z300 Series and Z525E ZTrak™ Mowers, 100 Series Tractors** | 24 Months or 120 Hours, Whichever Comes First |
| 3) S200 Series Tractors** | 36 Months or 200 Hours, Whichever Comes First |
| 4) X300 Series Tractors; Z400 Series EZtrak™ Mowers, Z515E and Z500M Series ZTrak™ Mowers (Except Z425 and Z525E)** | 48 Months or 300 Hours, Whichever Comes First |
| 5) X500 Series Tractors; Z700E and Z500R Series ZTrak™ Mowers** | 48 Months or 500 Hours, Whichever Comes First |
| 6) X700™ Series Tractors** | 48 Months or 700 Hours, Whichever Comes First |
| 7) Z700M Series ZTrak™ Mowers** | 48 Months or 750 Hours, Whichever Comes First |
| 8) Z700R Series ZTrak™ Mowers** | 48 Months or 1000 Hours, Whichever Comes First |
| 9) JS Series Residential Walk-Behind Mowers | 24 Months in Private Residential - Personal Use 90 Days in Any Other Application |
| COMMERCIAL EQUIPMENT | WARRANTY TERM *** |
| 10) Wide Area Mowers, Front Mower Traction Units and Mower Decks | 24 Months |
| 11) Z900B, Z900E and Z900M Series ZTrak™ Mowers | 36 Months or 1200 Hours, Whichever Comes First First 24 Months, No Hour Limitation |
| 12) Z997, Z900A Series and Z900R Series ZTrak™ Mowers | 36 Months or 1500 Hours, Whichever Comes First First 24 Months, No Hour Limitation |
| 13) Compact Utility Tractors a) Powertrain on Compact Utility Tractors (components as per B above) b) Compact Utility Tractor Loaders D120, 120R, 220R, 300E, 300R, 320R, 400E, 440R | 24 Months or 2000 Hours, Whichever Comes First a) 72 Months or 2000 Hours, Whichever Comes First b) 24 Months |
| 14) Gator™ Utility Vehicles | 12 Months or 1000 Hours, Whichever Comes First |

| COMMERCIAL EQUIPMENT cont. | WARRANTY TERM *** |
|--|---|
| 15) All other Turf & Utility Equipment | 24 Months in Private Residential - Personal Use 12 Months in Any Other Application |
| 16) Except as provided above, all other Implements/Attachments sold separately or purchased on the same Purchase order as Equipment listed 10 through 14 | 12 Months |
| GOLF & TURF EQUIPMENT | WARRANTY TERM *** |
| 17) Following Equipment and their compatible implements/attachments: | 24 Months/Unlimited Hours |
| a) Aerators: 800, 1000, 1500, 2000 | |
| b) Bunker Rakes: 1200A & 1200 Hydro Rake | |
| c) Debris Maintenance: TC125 Collection System | |
| d) Reel Mowers: 180, 220, 260, 2500, 2653, 2700, 7000 & 8000 Series | |
| e) Rotary Mowers: 7000, 8000 & 9000 Series | |
| f) Walk Greens Mower Trailers: 22 Series | 24 Months or 1500 Hours, Whichever Comes First |
| 18) | |
| a) ProGator™: 2030A, 2020A | |
| b) E-Gator™: E-Gator, TE Gator | |
| c) Turf Gator™: Turf, TX Turf | |
| d) Sprayer: 200, HD200, HD300 | |
| e) Top Dresser: TD100 | |

**Implements/Attachments purchased on the same Purchase Order as the Equipment listed will be covered by the Equipment's Warranty Term. Implements/Attachments purchased separately will be covered by the Warranty Term on line 16

*** Each Warranty Term begins on the date of Equipment delivery to the Purchaser (except for certain agricultural tillage, planting, cultivating, and harvesting Equipment which may have a delayed warranty start date, but only if established by John Deere Limited and noted by the Selling Dealer on the Purchase Order).

C. (I) ITEMS COVERED SEPARATELY –

- (1) Tyres, tubes, rubber tracks and batteries;
- (2) Non-John Deere engine accessories, non-John Deere air conditioning units, radios and Golf & Turf sprayer controllers are warranted separately by their respective manufacturers and are not warranted by John Deere Limited;

(II) WHAT IS NOT WARRANTED – TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND WITHOUT LIMITING ANY OTHER EXCLUSION OF LIABILITY, JOHN DEERE LIMITED EXCLUDES ALL LIABILITY IN RELATION TO AND THE WARRANTY DOES NOT APPLY TO THE FOLLOWING:

- (1) Used equipment;
- (2) Any Equipment that has been altered or modified in any way not approved by John Deere Limited including but not limited to, setting injection pump fuel delivery above John Deere specifications and modifying combine grain tanks, and modifying self-propelled sprayers with unapproved wheels, tracks, tanks or booms; and modifications to grain unloading augers other than a 600mm (2 foot) extension to the non folding 6.9 m (22½ foot), 3.3 bushel per second unloading auger options;
- (3) Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions/recommendations; misuse, lack of proper protection during storage, vandalism, the elements, collision or accident;
- (4) Normal maintenance parts and/or service including but not limited to, oil, filters, coolants and conditioners, blades and other cutting/mowing parts, belts, brake and clutch linings, spark plugs, hoses, tyres and batteries;
- (5) Use of tractor in certain industrial type applications such as, but not limited to, land planning or scraping whether commercial or private, may affect warranty coverage if recommended guidelines are not followed;
- (6) The Utility Vehicle if used for racing or any other competitive activity;
- (7) Changing the design of the Equipment for use in application for which it was not intended by John Deere Limited;
- (8) Repairs carried out during the warranty period by non-authorized John Deere dealers;
- (9) Failure caused by incorrect or improper service parts (John Deere recommends the use of genuine parts supplied by your Authorised Dealer);
- (10) Loss of, or damage to, property other than Equipment;
- (11) The failure of the Equipment to meet any relevant environmental, health or safety requirement;
- (12) The cost of any cleanup or liability resulting from the escape, release or discharge of any pollutant or waste;
- (13) Chains on Premium Balers.

D. SECURING WARRANTY SERVICE – To secure warranty service, the Purchaser must:

- (1) Report the Equipment defect to an Authorised Dealer and request warranty service within the applicable warranty term;
- (2) Present evidence of the warranty start date with valid proof of purchase;
- (3) Make the Equipment available to the Authorised Dealer within a reasonable time.

E. NO IMPLIED WARRANTY OR OTHER REMEDY –

- (1) TO THE MAXIMUM EXTENT PERMITTED BY LAW and subject to the Consumer Guarantees Act (New Zealand) if applicable, all terms, conditions, warranties, undertakings, duties or remedies implied by law or statute in relation to the Equipment are excluded and none of John Deere Limited nor any company affiliated with it makes any warranty, representation or promise, express or implied, collateral or antecedent, or otherwise, as to the quality or performance, or freedom from defect of any of its Equipment other than those set forth above, and NO IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS, OR QUALITY IS MADE.
- (2) You agree that if you acquire the Equipment in "trade" (as defined in the Consumer Guarantees Act 1993 (New Zealand)), the provisions of the Consumer Guarantees Act 1993 will not apply and that it is fair and reasonable that we are bound by the terms of this agreement.

F. LIMITATION OF LIABILITY –

- (1) The only remedies the Purchaser has under this warranty in connection with the breach of performance of a warranty term or condition on Equipment are those set forth in these warranty conditions or specified by statute and not capable of exclusion by condition E;
- (2) To the fullest extent permitted by law of statute neither John Deere Limited nor the Authorised Dealer shall be liable (in contract, tort or otherwise) in any event or manner for incidental or consequential damage or injury, including, but not limited to, loss of crops, loss of profits, rental or substitute equipment, or other commercial loss or personal injury or death howsoever caused and whether or not the result of negligence;
- (3) In any event the total liability of John Deere Limited and the Authorised Dealer for any breach of any term, condition or warranty, express or implied, which cannot lawfully be excluded is limited to the fullest extent permitted (and subject to the Consumer Guarantees Act (New Zealand) if applicable) to one of the following as determined by John Deere Limited –
 - a. the replacement of the defective component of the supply (or payment of the cost of supply) of an equivalent substitute component, or,
 - b. the repair or payment of the cost of repair of the component.

G. NO DEALER WARRANTY – THE DEALER HAS NO AUTHORITY TO MAKE ANY REPRESENTATION OR PROMISE OR ADMISSION ON BEHALF OF JOHN DEERE LIMITED OR TO MODIFY THE TERMS OR LIMITATIONS OF THIS WARRANTY IN ANY WAY. THE DEALER IS NOT AN AGENT OF JOHN DEERE LIMITED.

H. OWNER'S RESPONSIBILITY – Read the Equipment Operator's Manual carefully to learn how to operate and service your Equipment safely and correctly. Keep all safety guards and devices in place and operational. Failure to do so could result in personal injury or Equipment damage. Operator's Manuals are available in various languages, please contact your local Authorised Dealer for a manual in a language other than English.

I have explained and demonstrated (where applicable) all of the Equipment features and explained the terms of the Warranty to the Purchaser:

NAME OF AUTHORISED DEALER REPRESENTATIVE: _____

Date: _____ Signature: _____

PRODUCT MODEL AND PIN NUMBER: _____

I have had all the Equipment features explained and demonstrated (where applicable) to my satisfaction. I understand the terms of the Warranty conditions that apply to my purchase.

NAME OF PURCHASER: _____

Date: _____ Signature: _____

John Deere Limited (JDL) Privacy Statement

You have provided personal information to John Deere Limited (hereinafter "JDL"), a JDL Dealer, or a JDL representative. Your personal information may be disclosed to and used by JDL, JDL's parent Deere & Company (a company incorporated in the United States of America), any direct or indirect wholly or partially owned subsidiary of Deere & Company, or any person acting on behalf of any of them (together, the "Deere Group"). Your personal information may also be disclosed to Deere Group dealers. Deere Group members may change from time to time.

Purposes for which your personal information may be used by a Deere Group member may include:

- providing you with information about products and services
- conducting product and service research
- providing improved customer service, statistical analysis and report production
- marketing products and services offered by a Deere Group member
- keeping your personal information up to date and complete, which may involve reviewing & collecting your personal information from publically available lists or other lists and sources as allowed by law.

Your personal information is important to us and JDL will take all reasonable steps to protect your personal information from unauthorised use and disclosure. Your personal information:

- a) Will not be disclosed to any person other than a Deere Group member or dealer, unless authorised by you or if an exception to disclosure applies (see below)
- b) May be accessed by you upon reasonable notice to JDL and upon payment of JDL's reasonable expenses relating to your access (e.g., photocopying charges and administration costs). No application fee for access will be charged.

Machine Data

Some products may be equipped with telematics hardware and software ("Telematics") that transmit data to JDL or a JDL Dealer. Machine data will only be used in accordance with John Deere's Machine Data Policy, located at www.JohnDeere.com/MachineDataPolicy. Machine data may be transmitted out of the country where it is generated, including to the U.S.A.

Permitted disclosure

A Deere Group member may disclose your personal information without your authorisation:

- If disclosure is required by law or by lawful authority (e.g. Police force or a Court)
- For the purpose of obtaining legal or other professional advice;
- To a third-party purchaser if all or part of the business, undertaking or assets of any Deere Group member is sold.

If you have any questions regarding the way JDL will handle your personal information, or you wish to gain access to your personal information that JDL holds, JDL can be contacted using the Contact Details below.

If you do not wish JDL to use or disclose your personal information for the purposes set out in this statement, please provide written notice to this effect to JDL using the Contact Details below.

JDL reserve the right to change and/or update this statement from time to time without notice.

| | |
|------------------|---|
| Contact Details: | PO Box 1545 Browns Plains BC QLD 4118 166-170 Magnesium Drive Crestmead QLD 4132 |
| Tel: | 0800 303 100 |
| Fax: | +61 7 3803 6555 |
| Web: | www.Deere.co.nz |
| Email: | 23Privacy@JohnDeere.com |