

BILL NO. 2119

SPECIAL ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF CUBA, MISSOURI, ON BEHALF OF SAID CITY, TO ENTER INTO A CONTRACT WITH MCCOY CONSTRUCTION & FORESTRY FOR THE PURCHASE OF A BACKHOE AND EQUIPMENT.

WHEREAS, the Board of Aldermen of the City of Cuba, Missouri (City), has determined that it is in the best interests of the City to enter into an agreement with McCoy Construction & Forestry for the purchase of a backhoe and related equipment.

BE IT ORDAINED, by the Board of Aldermen of the City of Cuba, Missouri, as follows:

Section 1: The City of Cuba, Missouri, shall enter into an agreement with McCoy Construction & Forestry for the purchase of a backhoe and related equipment. A copy of said Agreement is attached hereto as Exhibit "A".

Section 2: The Mayor of the City of Cuba, Missouri, is authorized to execute the Agreement on behalf of the City.

Section 3: This ordinance shall be in full force and effect from and after its passage and approval.

READ TWO TIMES AND PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF CUBA, MISSOURI, THIS ____ DAY OF _____, 2023.

CODY LEATHERS, MAYOR

Attest:

LAINIE GARBO, CITY CLERK

(City Seal)

Approved this _____ day of _____, 2023.

CODY LEATHERS, MAYOR

Attest:

LAINIE GARBO, CITY CLERK

(City Seal)

Approved as to the form.
WILLIAMS, ROBINSON, RIGLER & BUSCHJOST, P.C.

By: _____
Lance B. Thurman, #51214
901 North Pine Street, Fourth Floor
Post Office Box 47
Rolla, Missouri 65402
(573) 341-2266

ATTORNEYS FOR THE CITY OF CUBA, MISSOURI

Alderman	Vote on First Reading On _____, 2023	Vote on Second Reading On _____, 2023
Kevin Copling		
Debbie Martin		
Dave Honea		
Warren Graddy		
Curtis Holt		
Jeff Bouse		



Quote Summary

Prepared For:
CITY OF CUBA
202 N SMITH ST
CUBA, MO 65453
Business: 573-885-7432

Prepared By:
BRIAN WILLIAMS
McCoy Construction & Forestry
6885 Old Route 66
Cuba, MO 65453
Phone: 573-885-0500
brianwilliams@mccoyscf.com

Sourcewell Contract #: #011723-JDC
Customer Number: 140863
Base Machine List Price: \$215,155.00
Sourcewell List Price Discount: 43% \$92,516.55
Base Machine cost: \$122,638.35

Quote Id: 29840261
Created On: 23 October 2023
Last Modified On: 31 October 2023
Expiration Date: 23 November 2023

Additional Requested Services and Attachments:

92" loader bucket
24" backhoe bucket
5yr/5000hr Powertrain & Hydraulic Warranty travel time and mileage
not included
JD Link
Parts and Service Manuals
Dealer Setup, Predelivery, Freight, and Product
training.

Equipment Summary	Selling Price	Qty	Extended
2023 JOHN DEERE 310SL BACKHOE LOADER - 1T0310SLCPF442206 Extended Warranty Extended Warranty, 310SL, Power Train And Hydraulics, 5000 Total Hours or 60 Total Months, \$0 Deductible	\$ 128,999.98 X	1 =	\$ 128,999.98
Sub Total			\$ 128,999.98
Equipment Total			\$ 128,999.98

Quote Summary

Equipment Total	\$ 128,999.98
SubTotal	\$ 128,999.98
Est. Service Agreement Tax	\$ 0.00
Total	\$ 128,999.98
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 128,999.98

Salesperson : X _____

Accepted By : X _____



Selling Equipment

Quote Id: 29840261

Customer: CITY OF CUBA

2023 JOHN DEERE 310SL BACKHOE LOADER - 1T0310SLCPF442206

Equipment Notes: Sourcewell Contract #: #011723-JDC
Customer Number: 140863
Base Machine List Price: \$215,155.00
Sourcewell List Price Discount: 43% \$92,516.55
Base Machine cost: \$122,638.35

Additional Requested Services and Attachments:
92" loader bucket
24" backhoe bucket
5yr/5000hr Powertrain & Hydraulic Warranty travel
time and mileage not included
JD Link
Parts and Service Manuals
Dealer Setup, Predelivery, Freight, and Product
training.

Hours: 20
Stock Number: 254198

Description	Qty
JOHN DEERE 310SL BACKHOE, 2- WAY AUX HYD, EXT DIPPERSTICK	1

Standard Options - Per Unit

JDLINK	1
ENGINE FT4	1
CAB STANDARD	1
DECAL ENG W/ENG PACKET	1
AXLE MFWD W/LIM SLIP & AUTO	1
TIRE GAL 19.5L24 12.5/80-18	1
CONTROL PILOT	1
COUPLER STD 42" COMPATIBLE	1
DIPPER EXTENDABLE	1
HYD,AUX W/2WAY FLOW, THUMB	1
LDR SINGLE LEVER NO AUX	1
LDR BKT 1.3CY LG LIP BKT 92"	1
COUNTERWEIGHT 1000LB.	1
BATTERY DUAL W/JUMP POST	1
STABILIZER LEGS STANDARD	1

Selling Equipment

Quote Id: 29840261

Customer: CITY OF CUBA

CHROME EXHAUST	1
MIRRORS INTERIOR	1
HEATER ENGINE COOLANT 110V	1
RIDE CONTROL	1
ROOF W/LED LIGHTS	1
HEAVY DUTY GRILL	1
BUCKET CYLINDER HEAVY DUTY	1
CONSOLE W/CUP HOLDER - LEFT	1
RADIO BASIC PACKAGE	1
SEAT AIR SUSP CLOTH W/HEAT	1
Other Charges	
Discount	1

Extended Warranty Proposal

PowerGard™ Protection Plan

Construction					
Date : October 31, 2023					
Machine/Use Information		Plan Description		Price	
Manufacturer	JOHN DEERE	Plan Type:	Extended Warranty	Deductible:	\$ 0
Equipment Type	Construction	Coverage:	Power Train And Hydraulics	Quoted Price	\$ 0.00
Model	310SL	Total Months:	60		
Country	US	Total Hours:	5000		
MFWD/Tracks	N				
Scraper Use					
<small>Extended Warranty is available only through authorized John Deere Dealers for John Deere Products, and may be purchased at any time before the product's Standard Warranty, or Extended Warranty expires.</small>					

Extended Warranty Proposal Prepared for:

I have been offered this extended warranty and

Customer Name - Please Print

I ACCEPT the Extended Warranty

I DECLINE the Extended Warranty

Customer Signature

If declined, I fully understand that any equipment listed above is not covered for customer expenses due to component failures beyond the original basic warranty period provided by John Deere.

Note : This is **not** a contract. For specific Extended Warranty coverage terms and conditions, please refer to the actual Extended Warranty contract for more information and the terms, conditions and limitations of the agreement.

What Extended Warranty is :

The Extended Warranty Program is for the reimbursement on parts and labor for covered components that fail due to faulty material or original workmanship that occur beyond the John Deere Basic Warranty coverage period. The agreement is between Deere & Company and the owners of select John Deere Construction and Forestry equipment, who purchase the Extended Warranty Plans for the desired coverage as indicated in this proposal.

What Extended Warranty is not :

Extended Warranty is not insurance. It also does not cover routine maintenance or high wear items, or insurance-related risks/perils such as collision, overturn, vandalism, wind, fire, hail, etc. It does not cover loss of income during or after an equipment failure. See the actual product-specific Extended Warranty agreement for a complete listing of covered components, and limitations and conditions under the program.

Features/Benefits:

- Extended Warranty includes the following features and benefits under the program :
- Pays for parts and labor costs incurred on failed covered components (less any applicable deductibles),
- Does not require pre-approval before repairs are made by the authorized John Deere dealership,
- Payments are reimbursed directly to the dealership with no prepayment required by the contract holder.



JOHN DEERE

Customer Purchase Agreement/Commitment to Lease for PA#

1001693/

**John Deere Construction, Utility and Forestry
Products and Compact Construction Equipment - US
("Purchase Agreement")**

PA Revision#

Original

Customer Name: CITY OF CUBA

PURCHASER NAME AND ADDRESS (First Signer)			
NAME(First, Middle, Last) CITY OF CUBA			
STREET or RR 202 N SMITH ST			
CITY CUBA	STATE MO	ZIP CODE 65453	COUNTY Crawford
PHONE NUMBER 573-885-7432	EMAIL ADDRESS		
REWARDS # 980783856			
PURCHASER NAME AND ADDRESS (Second Signer)			
NAME(First, Middle, Last)			
STREET or RR			
CITY	STATE	ZIP CODE	COUNTY
PHONE NUMBER	EMAIL ADDRESS		
REWARDS #			

DEALER NAME AND ADDRESS			
DEALER NAME McCoy Construction & Forestry		Dealer Account No. : 176625	
STREET or RR 6885 Old Route 66			
CITY Cuba	STATE MO	ZIP CODE 65453	Phone Number 573-885-0500
Date Of Order: Oct 23, 2023			
Dealer Order No.: 17066710		TYPE OF SALE: <input checked="" type="checkbox"/> CASH <input type="checkbox"/> LEASE <input type="checkbox"/> TIME SALE	
PURCHASER TYPE: 5 City/Town/Village		MARKET USE CODE: 43 Sewer/Water	
Add Purchaser to Mailing List (Check One or More) <input type="checkbox"/> Construction <input type="checkbox"/> CCE <input type="checkbox"/> Utility <input type="checkbox"/> Forestry <input type="checkbox"/> Government			
PURCHASER IS: <input checked="" type="checkbox"/> Business <input type="checkbox"/> Individual		Purchaser Acct.:	
<input type="checkbox"/> SOCIAL SECURITY		<input type="checkbox"/> IRS TAX ID NO	
<input type="checkbox"/> EIN		NO.:	

EXTENDED WARRANTY IS: <input checked="" type="checkbox"/> Accept <input type="checkbox"/> Decline		LOCATION OF FIRST WORKING USE : Use County CRAWFORD	Use State/Province MO	COUNTY CODE 55			
(Initials)		(Initials)					
Ultimate Uptime Package Purchase: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		(Initials)					
QTY	NEW W	RENT O	USED	EQUIPMENT (Model, Size, Description)	Hours of Use	PIN or Serial Number	Delivered Cash Price
1	x			2023 JOHN DEERE 310SL BACKHOE LOADER Stock # 254198 + Extended Warranty : Extended Warranty, 310SL, Power Train And Hydraulics, 5000 Total Hours or 60 Total Months, \$0 Deductible	20	1T0310SLCPF442206 2022583300	\$ 128,999 98
(1) TOTAL CASH PRICE							\$ 128,999 98

QTY	TRADE-IN (Model, Size, Description)	Hours of Use	PIN or Serial Number	AMOUNT
COMMENTS: Sourcewell Contract #:#011723-JDC Customer Number: 140863 Base Machine List Price: \$215,155.00 Sourcewell List Price Discount: 43% \$92,516.55 Base Machine cost: \$122,638.35 Additional Requested Services and Attachments: 92" loader bucket 24" backhoe bucket 5yr/5000hr Powertrain & Hydraulic Warranty travel time and mileage not included JD Link Parts and Service Manuals Dealer Setup, Predelivery, Freight, and Product training.				
	(2) TOTAL TRADE-IN ALLOWANCE			\$ 0 00
	(3) TOTAL TRADE-IN PAY-OFF			\$ 0 00
	(4) BALANCE			\$ 128,999 98
	(6) EST. SERVICE AGREEMENT TAXES			\$ 0 00
	(6) SUBTOTAL			\$ 128,999 98
	(7) RENTAL APPLIED			\$ 0 00
	(8) CASH WITH ORDER			\$ 0 00
	(9) BALANCE DUE (6-7 & 8)			\$ 128,999 98



JOHN DEERE

**Customer Purchase Agreement/Commitment to Lease for
John Deere Construction, Utility and Forestry
Products and Compact Construction Equipment - US
("Purchase Agreement")**

PA#

10016931

PA Revision#

Original

Quote ID: 29840261

Customer Name: CITY OF CUBA

ACKNOWLEDGMENTS: Purchaser offers to sell, transfer, and convey the item(s) listed as "Trade In" to the Dealer at or prior to the time of delivery of the above product(s), as a "trade-in" to be applied against the cash price. Purchaser represents that each "trade-in" item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each "trade-in" item is listed on this document. The Purchaser promises to pay or otherwise satisfy the Balance Due (line 9) shown hereon in cash, or to execute a Retail Installment Contract, Rental Purchase Option Contract, Lease Agreement or other security agreement for the Balance Due for the Equipment, plus additional charges shown thereon, on or before delivery of the Equipment ordered herein. Despite delivery of the Equipment to the Purchaser, title to the Equipment shall not pass to the Purchaser until the Balance Due is paid or is otherwise satisfied in full for Equipment purchases. For Equipment leases and rentals, title to the Equipment shall not pass to the Purchaser. The Purchaser and the Dealer agree that this Purchase Agreement is not a security agreement and that delivery of the Equipment to the Purchaser pursuant to this Purchase Agreement will not constitute possession of the Equipment by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this transaction are limited as set forth in this Purchase Agreement.

The Purchaser(s) and the Dealer acknowledge that while this document is defined herein as a "Purchase Agreement", it serves as both a purchase agreement for the Equipment and/or a commitment to lease the Equipment. In addition, the defined term "Purchaser" extends to and includes both a purchaser of the Equipment and/or a lessee of the Equipment. Furthermore, this Purchase Agreement is deemed to constitute a "Purchase Order" or a "Customer Purchase Order for John Deere Construction, Utility and Forestry Products and Compact Construction Equipment" for the purposes of any other John Deere documents, including, without limitation, any dealer terms schedules.

USE OF INFORMATION/PRIVACY NOTICE (U.S.):

I understand that John Deere Construction & Forestry Company and its affiliates ("John Deere") and Dealer collect information, including my personal information and machine data to provide warranty, customer service, product and customer support, marketing and promotional information about Dealer, John Deere and their equipment, products and services and to support other business processes and purposes. See the John Deere Privacy Statement (<https://www.deere.com/en/privacy-and-data/privacy-statements/>) for additional information on the types of personal information and machine data John Deere collects, how it is collected, used and disclosed. See Dealer directly for information about its privacy policy.

DISCLOSURE OF REGULATION APPLICABILITY: When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. More information is available on the California Air Resources Board website at <http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>.

IMPORTANT WARRANTY NOTICE: The Standard Warranty for new John Deere construction, utility, forestry and compact construction products is set forth in a separate document the Dealer will provide to the Purchaser. Please read the Standard Warranty carefully before signing. No express warranty is made unless specified in the Warranty Statement. PURCHASER'S RIGHTS AND REMEDIES PERTAINING TO THIS TRANSACTION ARE LIMITED AS INDICATED IN THE STANDARD WARRANTY AND PURCHASE AGREEMENT. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.

TELEMATICS:

Orders of telematic devices include only the hardware. Where available, telematics software, including JDLink™ connectivity service, may be enabled from your local John Deere Operations Center or JDLink website. Please see your authorized John Deere dealer for assistance.

The undersigned purchaser(s) (the "Purchaser") hereby orders the product(s) (the "Product") described above from the Dealer. The Dealer shall not be liable for failure to provide the Product or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Product from the manufacturer or supplier or other cause beyond the Dealer's control. The cash price shown above is subject to the Dealer receiving the Product from the manufacturer or supplier prior to any change in price by the manufacturer or supplier and is also subject to any new or increased taxes being imposed upon the sale of the Product after the date of this Purchase Order.

Purchaser's signature below acknowledges the Purchaser has received a copy of the Standard Warranty, Version (Initials) and understands its terms and conditions.

Purchaser (First Signer)	<input type="text" value="CITY OF CUBA"/>	Signature	_____	Date	_____
Purchaser (Second Signer)	<input type="text"/>	Signature	_____	Date	_____
Dealer Representative	McCoy Construction & Forestry	Signature	_____	Date	_____
Salesperson	WILLIAMS, BRIAN	Signature	_____	Date	_____

DELIVERY ACKNOWLEDGEMENT	Delivered with Operator's Manual On: <input type="checkbox"/>	Purchaser Signature	_____
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STANDARD WARRANTY FOR NEW JOHN DEERE CONSTRUCTION, COMPACT CONSTRUCTION (CCE) FORESTRY, AND UTILITY PRODUCTS – US & CANADA

- **Construction & Forestry Products:** 12 months/unlimited hours (whichever occurs first) Full Machine Standard Warranty
- **Compact Construction Equipment (CCE) Products:** 24 months or 2000 hours (whichever occurs first) Full Machine Standard Warranty
- **C&E Series Pull-Type Scrapers:** 6 months Full Machine Standard Warranty
- **DC & DE Pull-Type Scrapers:** 12 months Full Machine Standard Warranty
- **Scraper Tractors:** 24 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- **Forestry Attachments:** 12 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty

The "Standard Warranty" is part of the warranty protection package available from John Deere Construction & Forestry Company (John Deere Limited in Canada) ("John Deere") to purchasers of new John Deere products ("product"):

STANDARD Warranty is John Deere's standard new product warranty, described in this document, provided at no additional charge to the purchaser.

EXTENDED Warranty is a separate repair contract made available by John Deere for purchasers who wish to complement their Standard Warranty coverage. Complete Extended Warranty details, including coverage options and limitations, are set forth in the Application for Extended Warranty, which is available from authorized John Deere dealers.

STRUCTURAL Warranty applies to certain structural components as listed below and as described in this document.

FACTORY-INSTALLED UNDERCARRIAGE Warranty applies to certain undercarriage components as listed below and as described in this document.

A. STANDARD WARRANTY - GENERAL PROVISIONS

John Deere will repair or replace, at its option, any parts (except those specified below) of a new John Deere product that, as delivered to the original retail purchaser(s), are defective in material or workmanship. Performance of this warranty will be free of charge for parts and labor, except as otherwise stated below. Standard Warranty applies only to purchases from John Deere and authorized John Deere dealers and, except as otherwise provided in the next sentence and section L below, is extended only to the original retail purchaser of the product. Remaining Standard Warranty applicable to a used John Deere product is transferred to a subsequent purchaser of the product only if the subsequent purchaser requests a transfer from an authorized John Deere dealer before the product's Standard Warranty expires. Coverage begins on the date of delivery of the product to the original retail purchaser. For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. Warranty statements required by law covering engine emissions-related parts and components are found on a separate written warranty certificate provided to the purchaser at the time of the original retail purchase.

B. WHAT IS COVERED BY STANDARD WARRANTY

All parts of a new John Deere product (except those noted in Sections D and E below) are covered during the Standard Warranty period set out above.

C. EXCLUSIVE REMEDY

The repair or replacement of covered parts or components that are defective, as provided in Sections A, B, D.2 and D.3 herein, shall be the purchaser's exclusive remedy for any defect in the product. However, if after repeated attempts such repair or replacement fails to correct the performance problem caused by the defect, the purchaser's sole remedy shall be a refund of the amount paid for the product (in exchange for a return of the product), excluding any transportation charges, license fees, taxes and insurance premiums, and less a reasonable allowance for use of the product prior to its return. In no event will the dealer, John Deere or any company affiliated with John Deere be liable for any incidental or consequential damages, including but not limited to loss of profits, rental of substitute equipment or other commercial loss. Correction of defects in the manner provided above shall constitute fulfillment of

all liabilities of the Dealer, John Deere, or any company affiliated with John Deere to the purchaser or any other person, whether based upon contract, tort, strict liability, or otherwise. This limitation does not apply to claims for personal injury.

D. ITEMS COVERED SEPARATELY -

1. **Standard Warranty** does not apply to batteries, radios, tires, cameras, or to Cummins, MTU or Detroit Diesel Engines installed in John Deere products, which are covered by separate written warranties.
2. **Factory-Installed Undercarriage Warranty** covers all non-rubberized factory-installed undercarriage wear components for 3 years or 4,000 hours from the date of delivery to the original retail purchaser, whichever occurs first (unless terminated earlier under Section F, below). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. In addition to the items listed in section E below, Factory-Installed Undercarriage Warranty does not cover: failures due to wear, machine application, maintenance practices, or improper machine configuration; removal and installation labor; transportation or hauling costs; unapproved parts; non-wear items; and rubberized undercarriage components such as rubber tracks. Warranty claims will be pro-rated based upon wear of the failed component and whether track shoe width is approved by John Deere. Factory-Installed Undercarriage Warranty does not apply to Scraper Tractors.
3. **StructurALL Warranty** for new John Deere Products (except Compact Excavators & Loaders, Skid-Steer Loaders, Compact Track Loaders, Scraper Tractors, Pull-Type Scrapers, and Forestry Attachments, which are not eligible for StructurALL Warranty) begins at the date of delivery to the original retail purchaser and ends (unless terminated earlier under Section F, below) after three (3) years, or 10,000 hours (whichever occurs first). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. **StructurALL Warranty applies only to the following structural components listed below as installed on the product at the time of original manufacture.** If a particular component is not listed below it is not covered by StructurALL Warranty.

Arm; Articulation Joint (incl. pins & bushings); Bin Frame; Boom; Carbody; C-Frame*; Circle Frame; Coupler (John Deere built ONLY); Dipperstick; Draft Frame; Engine Frame; Equipment Frame; Grapple Arch and Grapple Boom; Loader Arm; Loader Frame; Mainframe; Moldboard Lift Arm; Pushbeam, NeverGrease™ Pin Joints [Includes steering pin and bushing joints (standard equipment), roller elements (roller bearings) in bucket to boom joints and sliding elements (bushing) for boom and linkage joints (optional equipment)]; Rollover Protection Structure (ROPS); Side Frame; Swing Frame; Track Frame; Undercarriage Frame; X-Frame; Z-bar loader linkage (including bell crank and bucket driver link); Specialty booms and arms marketed as "heavy duty" by John Deere.

Items Covered by StructurALL for Cut-to-Length Forestry Machines: Front frame (welded assembly); Rear frame (welded assembly); Crane king post with basement; Middle joint frame; Cabin swing frame; Main Boom

StructurALL Warranty does not apply to:

1. Any product used primarily in extreme duty or severe duty applications such as but not limited to: demolition and wrecking, chemical plant (including fertilizer plants), salt mines, steel mill, land fill and transfer stations, scrap handling, scarifying and other applications that are similarly destructive or similarly heavy duty except specialty booms and arms as stated in Section D.3 above.
2. C-Frames on Crawlers equipped with root rakes or used in forestry applications unless equipped with an "extreme duty" reinforcement package.
3. Cut-to-Length Forestry Heads and Slash Bundler Units.
4. Crawlers equipped with optional side booms.
5. Cut-to-Length Forestry, Excavator, and Log Loader swing bearings.
6. Motor Graders equipped with front- or rear-mounted snow wings.

E. ITEMS NOT COVERED -

John Deere is NOT responsible for the following:

1. Freight.
2. Adjustments to compensate for wear, for periodic maintenance or adjustments that result from normal wear and tear.
3. Damage caused by unapproved adjustments (electronic or mechanical) to machine or machine components outside of published specifications including but not limited to engine, hydraulic components and relief valves.
4. Program updates, calibrations, and pressure adjustments.
5. Additional Labor Time - Above Dealer Labor Rate.
6. Additional Cleaning - Above Dealer Labor Rate.
7. Rental Fees.
8. Depreciation or damage caused by normal wear or application, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, lack of proper protection during storage, vandalism, negligence, collision, expenses to seek reinstatement of warranty following theft or loss of Product, or other accidents.
9. Premiums charged for Overtime Labor.
10. Transportation to and from the dealership.
11. Travel time, mileage, or service calls by the dealer.
12. Non-John Deere components or modifications, Rotobec grapples, and attachments installed aftermarket.
13. Shop supplies and maintenance items such as, but not limited to: filters, fuels, oil, hydraulic fluid, lubricants, coolants, conditioners, shop towels, cleaners and degreasers.
14. Torn, cut, or worn hoses.
15. Wear items, such as, but not limited to: body liner, belts, blades, bulbs, lubricated joints (including pins and bushings), dry brakes, brake linings, dry clutch linings, saw blades, chains, skidder grapple shocks, color marking nozzles, and articulation bumpers.
16. Items such as cutting-edge parts, delimiting knives, bucket teeth and rubber track are not warranted for depreciation or damage caused by normal wear, lack of proper maintenance, misuse, failure to follow operating instructions, the elements or accident.
17. Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component.
18. Secondary damage which occurs from continued operation of a product after recognition of the occurrence of a failure.
19. Parts supplied by or repairs, maintenance or modifications performed by someone other than an authorized John Deere dealer, including any damage caused by such use of parts, repairs, maintenance, or modifications not performed by an authorized John Deere dealer.
20. The use of "track type" tire chains on Feller Bunchers and Skidders is an unapproved modification. Warranty will be void on these machines using "track type" tire chains.
21. Topping off fluids when fluid levels fall in the range between low and full
22. Parts/Kits not ordered on machine and installed aftermarket. These parts will be covered by any applicable parts warranty.
23. Attachments installed aftermarket – i.e., Winch not installed at factory.
24. Custom options installed outside the factory – i.e., G.R. Manufacturing option packages.
25. Used Products (except as otherwise provided in section L below).
26. Lost or stolen Products.

F. TERMINATION OF WARRANTY-

John Deere is relieved of its obligations under Standard Warranty, StructurALL Warranty, Factory-Installed Undercarriage Warranty and/or Extended Warranty if:

1. The product is modified or altered in ways not approved by John Deere; or
2. Any unapproved or improperly sized attachment is installed on the product. Approval and attachment size shall be at John Deere's sole discretion. (Consult dealer prior to installing attachments or product modification).
3. The product is moved outside the US and/or Canada.

G. PARTS REPLACED UNDER WARRANTY -

Only new or remanufactured parts or components furnished or approved by John Deere, will be used if John Deere elects to repair the product. If any such part or component is defective in material or workmanship when installed in the product, John Deere will repair or replace, as it elects, such defective part or component, provided the defect is reported to an authorized John Deere dealer within 90 days of installation or before expiration of the applicable Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty whichever is later.

H. TELEMATICS

NOTICE: Products may be equipped with telematics hardware and software ("Telematics") that transmit data to John Deere/ Dealer. Purchaser may deactivate Telematics at www.jdlink.com.

Notwithstanding Purchaser's right, title or interest in the Products, Purchaser agrees that John Deere and Dealer (their affiliates, successors and assigns), without further notice to Purchaser have the right to:

1. Access, use, collect and disclose any data generated by, collected by, or stored in, Products or any hardware or devices interfacing with Products ("Machine Data");
2. Access Machine Data directly through data reporting devices integrated within, or attached to, Products, including Telematics ("Data Reporting Systems"); and
3. Update the Data Reporting Systems software from time to time. Machine Data will only be used in accordance with John Deere's Machine Data Policy, located at www.JohnDeere.com/MachineDataPolicy.

I. OBTAINING WARRANTY SERVICE -

To obtain warranty service, the purchaser must request warranty service from a John Deere dealer authorized to sell the product to be serviced. When making such a request, the purchaser must present evidence of the product's delivery date, make the product available at the dealer's place of business, and inform the dealer in what way the purchaser believes the product to be defective. Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty repairs may be made in the field if the purchaser and servicing dealer so desire. However, John Deere will not be responsible for any charges (such as dealer travel time, mileage or extra labor) that would not have been incurred had the product been repaired at the dealer's place of business.

J. NO IMPLIED WARRANTY, CONDITIONS OR OTHER REPRESENTATION -

Where permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, conditions or promises, express or implied, as to the quality, performance, or freedom from defect of its products, other than those set forth in this document and **NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.**

K. NO DEALER WARRANTY -

The selling dealer makes no warranty of its own on any item covered by this warranty and makes no warranty on other items unless the dealer delivers to the purchaser a separate written warranty certificate specifically warranting the item. **The dealer has no 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.**

L. USED JOHN DEERE PRODUCTS ONLY -

John Deere will transfer remaining Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty to the purchaser of a used John Deere construction and/or forestry product that has been used for less than the full warranty period provided at the product's original retail purchase. This transfer is not effective until change of ownership is registered by a John Deere dealer. **ALL THE TERMS, INCLUDING LIMITATIONS AND EXCLUSIONS, OF THE JOHN DEERE STANDARD WARRANTY, FACTORY-INSTALLED UNDERCARRIAGE WARRANTY, AND/OR STRUCTURALL WARRANTY ORIGINALLY PROVIDED FOR THE PRODUCT REMAIN IN EFFECT AND APPLICABLE.**