

# LAKE COUNTY GOVERNMENT ASSET ACQUISITION FORM

Send this completed form to Board Finance, 3rd floor, Administration Bldg

## SECTION I - Preparer Information

Name Teresa L Harrison Date 4/11/2014  
Telephone 742-3981 E-mail tharrison@lakecountyfl.gov

## SECTION II - Asset Information

Asset Description Arm mower tractor  
Make New Holland Model TS6 Year 2014  
Serial No. 02TSS3C4B30507010 Asset Condition Brand new  
FMV & Method for determining fair market value \_\_\_\_\_ -OR- Cost \$92,359.00

## SECTION III - This acquisition is a:

Purchase  Grant \_\_\_\_\_ Donation From \_\_\_\_\_  
Dept/Div PW/Road Ops. Vendor Name & #: Everglades Farm Equipment  
PO #: 20140895 Account #: 5056350.860640

Comments: \_\_\_\_\_

## SECTION IV - Authorization/Approval

The above acquisition has been received into my custody. Please add to your property records to reflect this acquisition.

AG Scoway for JSR 4/16/14  
Department / Division Director Date  
Signature

## FOR BOARD FINANCE USE ONLY

Organization \_\_\_\_\_ Activity Type \_\_\_\_\_ Fund \_\_\_\_\_  
Class Code \_\_\_\_\_ Location \_\_\_\_\_ Custodian \_\_\_\_\_  
Funds Source \_\_\_\_\_ Function \_\_\_\_\_  
Property Type \_\_\_\_\_ Depr Method \_\_\_\_\_ Est Life \_\_\_\_\_

Notes: \_\_\_\_\_

Property Number Assigned 28177 Date item tagged \_\_\_\_\_



**LAKE COUNTY**  
BOARD OF COUNTY COMMISSIONERS  
www.lakecountyfl.gov

Change Orders 000

Expiration Date

# Purchase Order

Fiscal Year 2014 Page 1 of

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS:

Purchase Order # **20140895**

FOB: Destination Inside Delivery

Office of Procurement Services  
Phone: 352-343-9839 Fax 352-343-9473

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PW ROAD OPERATIONS  
12901 COUNTY LANDFILL RD  
TAVARES, FL 32778

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89  
ALAMO SALES CORPORATION  
PO BOX 549  
SEGUIN, TX 78156

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FLEET  
FLEET MAINTENANCE  
20423 INDEPENDENCE BLVD  
GROVELAND, FL 34736

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
830-305-2673		830-379-0864		20141024		DELIVERY PHONE #: 352-742-3982	
Date Ordered	Vendor Number	Date Required	Confirmed To			Contracting Officer	
03/24/2014	89					DONNA VILLINIS	
Item#	Description/Part No.			Qty	UOM	Cost Each	Extended Price
1	NEW HOLLAND TS6.120 TRACTOR WITH ALAMO VERSA BOOM MOWER PER FLORIDA SHERIFFS ASSOCIATION CONTRACT #13-11-0904, SPEC#20. CONTRACT FLEET AT 352-742-3982 TO ARRANGE DELIVERY. 3040-540-541-50-56350-860640-00001			1.00	EA	\$80,075.00	\$80,075.00
2	OPTION#1: NHCAB - ENCLOSED CAB WITH HEATING AND AIR CONDITIONING (UPGRADE FOR BASE TRACTOR) PER FLORIDA SHERIFFS ASSOCIATION CONTRACT #13-11-0904, SPEC #20. 3040-540-541-50-56350-860640-00001			1.00	EA	\$11,209.00	\$11,209.00
3	OPTION#2: 500WW - ADDITIONAL REQUIRED WHEEL WEIGHTS FOR BOOM MOWER (UPGRADE TO BASE ADDITIONAL WHEEL WEIGHT) PER FLORIDA SHERIFFS ASSOCIATION CONTRACT #13-11-0904, SPEC #20. 3040-540-541-50-56350-860640-00001			1.00	EA	\$1,075.00	\$1,075.00

IMPORTANT: This order is subject to the terms & conditions herein.

*Donna Villinis*  
Authorized By

Department Copy

Purchase Order Total

92,359.00

# MEMORANDUM



PUBLIC WORKS DEPARTMENT  
437 Ardice Ave  
Eustis, FL 32726

LAKE COUNTY  
FLORIDA

P: 352.483.9005  
F: 352.483.9015  
[www.lakecountyfl.gov](http://www.lakecountyfl.gov)

To: David Heath, County Manager  
From: Jim Stivender, Jr., Director  
Date: April 1, 2014  
Subject: Out of Office

I will be out of the office at the NACE Annual Conference on April 14, 2014 through April 18, 2014. Lori Conway, Road Operations Division Manager will be in charge. Lori will also have signing authority during this time. She can be reached at 352.742.3884.

Thank you,

JSjr/slb

cc: Nikki Booth

TIMOTHY I. SULLIVAN  
District 1

SEAN M. PARKS, AICP, QEP  
District 2

JIMMY CONNER  
District 3

LESLIE CAMPIONE  
District 4

WELTON G. CADWELL  
District 5



An Alamo Group Company

1502 E. Walnut  
P. O. Box 549, Seguin, Texas 78156

CUSTOMER SERVICE 800-356-6286  
CREDIT 830-372-9578  
Fax: 830-379-0864 Fax: 830-372-9875

APR 23 2014

IMPORTANT: All Invoices are due and payable in U.S. Dollars in Guadalupe County, Texas, or where indicated below. No goods to be returned without our written permission. Goods must be returned transportation charges pre-paid. A handling charge will be made on all returned goods.  
LATE CHARGE: A late charge of 1.5% of any past due balance of the dealers account as of the last day of the month will be billed as of the 15th day of the following month if payment has not been received by that date.

CUSTOMER NO	21510	TERRITORY	146	PAGE	1 of 2
INVOICE NO	4447951 - RI	CUSTOMER PO	20140895		
INVOICE DATE	04/22/14	FREIGHT TERMS	FREIGHT & HANDLING-P/P & ADD		
SALES ORDER	3315856 - D3	SHIPPED VIA	UPS		
ORDER DATE	22-APR-14	FOB	FOB Factory		
PAYMENT TERMS	Net 30 Days(Override)/Invoice		CODE	A01	
DELIVERY & INSTRUCTIONS		FL SHF 13-11-0904		REQUESTED SHIP DATE 22-APR-14	

**SOLD TO:**

LAKE COUNTY RO  
LAKE COUNTY RO  
PW ROAD OPERATIONS  
12901 COUNTY LANDFILL RD  
TAVARES FL 32778

**SHIP TO:**

LAKE COUNTY RO  
PW ROAD OPERATIONS  
12901 COUNTY LANDFILL RD  
TAVARES FL 32778

ITEM NUMBER	BRANCH	DESCRIPTION	PICKSLIP # COO/LOT/SERIAL	QUANTITY SHIPPED	LIST PRICE	DISC %	EXTENDED AMOUNT
04951009	9311	VERSA BOOM, 23, ASY		1	25,503.84		25,503.84
02974680	9311	SQ HD,50,PAN, RND DOOR,A-B/M-B		1	7,893.36		7,893.36
02963038	9311	MTG OPT-BOOM-CAB TRACTOR		1	6,290.00		6,290.00
02992483	9311	KIT, LEXAN, NH TS6.1XX		1			
02992890	9311	KIT,1300# WGHT/MNTING WSPACER		1			
02990436	9311	KIT, AUXILARY WHEEL WEIGHT 450		1			
02993232	9311	MT KIT, NH TS6.125 C/4 VB MAN		1			
02991979	9311	TRACTOR, NH TS6.125 C/4WD 16X8		1	52,671.80		52,671.80

<b>R E M A R K S</b>		<b>CONTINUED</b>
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IMPORTANT: Alamo Group or affiliates (Alamo Group) shall not be liable to any person for any claim for injuries or damages which claim for injuries or damages arises out of or which results from the repair of this product by a person or firm other than Alamo Group. Repair parts are intended for use only on equipment manufactured or sold by Alamo Group.

**PLEASE DETACH AND RETURN  
THIS PORTION WITH REMITTANCE.**

**Make Check Payable in US Funds to:**

**DIV OF ALAMO SALES CORP  
P.O. BOX 840341  
DALLAS, TX 75284-0341**

**ORIGINAL INVOICE**

Acct Name	LAKE COUNTY RO	Amount Paid	
Acct No	21510	Disc Taken	
Invoice No	4447951 - RI	Check #	
Invoice Date	04/22/14		
Invoice Total	92,359.00		



An Alamo Group Company

1502 E. Walnut  
P. O. Box 549, Seguin, Texas 78156

CUSTOMER SERVICE 800-356-6286  
CREDIT 830-372-9576  
Fax: 830-379-0864 Fax: 830-372-9675

**SOLD TO:**

LAKE COUNTY RO  
LAKE COUNTY RO  
PW ROAD OPERATIONS  
12901 COUNTY LANDFILL RD  
TAVARES FL 32778

IMPORTANT: All invoices are due and payable in U.S. Dollars in Guadalupe County, Texas, or where indicated below. No goods to be returned without our written permission. Goods must be returned transportation charges pre-paid. A handling charge will be made on all returned goods.  
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INVOICE NO	4447951 - RI	CUSTOMER PO	20140895		
INVOICE DATE	04/22/14	FREIGHT TERMS	FREIGHT & HANDLING-P/P & ADD		
SALES ORDER	3315856 - D3	SHIPPED VIA	UPS		
ORDER DATE	22-APR-14	FOB	FOB Factory		
PAYMENT TERMS	Net 30 Days(Override)/Invoice		CODE	A01	
DELIVERY & INSTRUCTIONS		FL SHF 13-11-0904		REQUESTED SHIP DATE 22-APR-14	

**SHIP TO:**

LAKE COUNTY RO  
PW ROAD OPERATIONS  
12901 COUNTY LANDFILL RD  
TAVARES FL 32778

ITEM NUMBER	BRANCH	DESCRIPTION	PICKSLIP # COO/LOT/SERIAL	QUANTITY SHIPPED	LIST PRICE	DISC %	EXTENDED AMOUNT
	9311	xfer from Grand Eq					
	9311	Vrsa-07826, BA5001212					
	9311	trctr-NH02503M					

*Handwritten signature and date: SC 4/23/14*

OK TO PAY - FY 13/14

PO#: 20140895

Acct#: ~~5055200330~~ 3040.5656350.860640.00001

Goods Recd: 04 / 11 / 14

REMARKS	NET DUE	CASH DISC.	IF PAID BY	SUB-TOTAL	92,359.00
	92,359.00	0.00	05/22/14	FREIGHT	0.00
				TAX	0.00
				TOTAL (USD)	92,359.00
	Thanks for your order- We appreciate your business!				

IMPORTANT: Alamo Group or affiliates (Alamo Group) shall not be liable to any person for any claim for injuries or damages which claim for injuries or damages arises out of or which results from the repair of this product by a person or firm other than Alamo Group. Repair parts are intended for use only on equipment manufactured or sold by Alamo Group.

**ORIGINAL INVOICE**

PLEASE DETACH AND RETURN  
THIS PORTION WITH REMITTANCE.

Make Check Payable in US Funds to:

DIV OF ALAMO SALES CORP  
P.O. BOX 840341  
DALLAS, TX 75284-0341

Acct Name   
 Acct No   
 Invoice No   
 Invoice Date   
 Invoice Total

Amount Paid   
 Disc Taken   
 Check #



Customer Purchase Order  
For John Deere Products (U.S. Only)

866503431

CUSTOMER'S NAME - First Signer (First, Middle Initial, Last) <b>PW ROAD OPERATIONS</b>			DATE OF ORDER <b>04/10/2014</b>	COMPANY UNIT	DEALER ORDER NO. <b>E00612</b>	DEALER ACCOUNT NO. <b>01503</b>
(SECOND LINE OF OWNER NAME) <b>LAKE CO. BOARD OF CO. COMMISSIONERS</b>			CASH LEASE SALE <input checked="" type="checkbox"/> TIME SALE <input type="checkbox"/>	<input type="checkbox"/> SOC. SEC. <input type="checkbox"/> IRS NO. <input type="checkbox"/> EIN NO.	PURCHASER SALES TAX EXEMPT NO.	
STREET OR RR <b>12901 CIUNTY LANDFILL RD.</b>			SELLER'S NAME & ADDRESS <b>EVERGLADES FARM EQUIPMENT CO., INC.</b>			
TOWN <b>TAVARES</b>	STATE <b>FL</b>	ZIP CODE <b>32778</b>	1800 US HWY 441			
COUNTY <b>LAKE</b>	PURCHASER ACCT.	PHONE NUMBER	LEESBURG, FL 34748			
E-MAIL ADDRESS			PHONE: (352) 315-1016 FAX: (352) 315-1025			
CUSTOMER'S NAME - Second Signer			CUSTOMER IS:	POWERGARD PROTECTION PLAN	POWERGARD MAINTENANCE PLAN	JOHN DEERE MAINTENANCE PLAN PLUS
STREET OR RR			<input checked="" type="checkbox"/> Business	<input type="checkbox"/> Accepted	<input type="checkbox"/> Accepted	<input type="checkbox"/> Accepted
TOWN	STATE	ZIP CODE	<input type="checkbox"/> Individual	<input checked="" type="checkbox"/> Rejected	<input checked="" type="checkbox"/> Rejected	<input checked="" type="checkbox"/> Rejected
			ADD CUSTOMER NAME TO MAIL LIST			AG
			CP (Check only one box)			Residential Commercial Part-Time Farmer
			<input type="checkbox"/> H <input checked="" type="checkbox"/> C <input type="checkbox"/> F <input type="checkbox"/> A			

I (We), the undersigned, hereby order from you the Product described below, to be delivered as shown below. This order is subject to your ability to obtain such Product from the manufacturer and you shall be under no liability if delivery of the Product is delayed or prevented due to labor disturbances, transportation difficulties, or for any reason beyond your control. The price shown below is subject to your receipt of the Product prior to any change in price by the manufacturer. It is also subject to any new or increased taxes imposed upon the sale of the Product after the date of this order.

QTY.	NEW	REBUILT	USED	PRODUCT (Give Model, Size & Description)	(Hours of Use)	PRODUCT IDENTIFICATION NO.	DELIVERED CASH PRICE (Or Total Lease Payments)
1				NEW HOLLAND TS6.125 tractor W/LAMO VERSA BOOM	4	02TSS3C4B30507010	\$92,359.00

I (We) offer to sell, transfer, and convey the following item(s) at or prior to the time of delivery of the above Product, as a "trade-in" to be applied against the cash price. Such item(s) shall be free and clear of all security agreements, liens, and encumbrances at the time of transfer to you. The following is a description and the price to be allowed for each item.

QTY.	DESCRIPTION OF TRADE-IN	PRODUCT IDENTIFICATION NO.	AMOUNT

<b>PURCHASER TYPE (Check One)</b> Private <input type="checkbox"/> 1 Commercial <input type="checkbox"/> 8 Residential <input type="checkbox"/> 9 Farm  Other <input type="checkbox"/> 2 Federal Govt. <input type="checkbox"/> 3 State / Province <input checked="" type="checkbox"/> 4 County <input type="checkbox"/> 5 City / Town / Village <input type="checkbox"/> 6 Armed Forces <input type="checkbox"/> 7 National Account	<b>MARKET USE (Check One)</b> Agriculture <input type="checkbox"/> 17 General Utility <input type="checkbox"/> 13 Livestock / Feedlot / Dairy <input type="checkbox"/> 15 Row Crop / Small Grain <input type="checkbox"/> 16 Specialty Crop Rental & Lease Companies <input type="checkbox"/> 97 Deere Dealer <input type="checkbox"/> 96 Independent <input type="checkbox"/> 98 Undefined Govt. Use Utility Companies <input type="checkbox"/> 82 Gas / Water / Electric <input type="checkbox"/> 81 Telephone	Other <input type="checkbox"/> 41 Building & Housing Construction <input type="checkbox"/> 71 Airports <input type="checkbox"/> 94 Golf Courses <input type="checkbox"/> 92 Highway Mowing <input type="checkbox"/> 95 Institutions (schools/churches/hosp.) <input type="checkbox"/> 93 Nursery / Landscape <input type="checkbox"/> 87 Parks & Cemeteries <input type="checkbox"/> 89 Residential <input type="checkbox"/> 84 Sanitary Landfill / Refuse <input type="checkbox"/> 74 Railroads <input checked="" type="checkbox"/> 49 Highways & Streets <input type="checkbox"/> 43 Sewer & Water	2. TOTAL TRADE-IN ALLOWANCE	\$0.00
			3. BALANCE	\$92,359.00
			4. SALES TAX \$0.000	\$0.00
			5. SUB-TOTAL	\$92,359.00
			6. CASH WITH ORDER	\$0.00
			7. BALANCE DUE	\$92,359.00
			1. TOTAL CASH PRICE	\$92,359.00

**IMPORTANT WARRANTY NOTICE:** The John Deere warranty applicable to new John Deere product(s) is printed on the back side of this document. There is no warranty on used products. The new product warranty is part of this contract. Please read it carefully. YOUR RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS SET FORTH IN THE WARRANTY AND THIS CONTRACT. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS ARE NOT MADE AND ARE EXCLUDED UNLESS SPECIFICALLY PROVIDED IN THE JOHN DEERE WARRANTY.

**ACKNOWLEDGEMENTS - I (We)** promise to pay the balance due (line 7) shown above in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement, for the purchase price of the Product, plus additional charges shown thereon or execute a Lease Agreement, on or before delivery of the Product ordered herein. Despite physical delivery of the Product, title shall remain in the seller until one of the foregoing is accomplished.

Customer's Signature \_\_\_\_\_ Accepted By \_\_\_\_\_ (Authorized Signature of Seller)  
 Customer's Signature \_\_\_\_\_ Date Accepted \_\_\_\_\_ Salesman **TERRY HUNTER**

DELIVERY ACKNOWLEDGEMENT ▶	DELIVERED ON:	WARRANTY BEGINS	SIGNATURE: (DEALER)
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**WARRANTY FOR NEW JOHN DEERE AGRICULTURAL PRODUCTS AND  
LIMITED WARRANTY FOR NEW JOHN DEERE COMMERCIAL & CONSUMER EQUIPMENT (U.S. Only)**

- A. GENERAL PROVISIONS** - The warranties described below are provided by Deere & Company ("John Deere") to the original purchaser of new Agricultural and Commercial & Consumer Equipment from John Deere or authorized John Deere dealers. These warranties apply only to equipment intended for sale in the U.S. Under these warranties, John Deere will repair or replace, at its option, any covered part 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 center located in the U.S. or Canada, and authorized by John Deere to sell and/or service the type of product involved, which will use only new or remanufactured parts or components furnished by John Deere. Warranty service will be performed without charge to the purchaser for parts or labor. The purchaser will be responsible, however, for any service call and/or transportation of product to and from the dealer's or service center's place of business, for any premium charged for overtime labor requested by the purchaser, and for any service and/or maintenance not directly related to any defect covered under the warranties below. Non-John Deere engines in self-propelled Forage Harvesters are warranted separately by their respective manufacturer. John Deere's Obligation shall not apply to Yanmar fuel injection pumps and nozzles during the original manufacturer's warranty period. When the pump manufacturer's warranty is less than the engine warranty, John Deere will provide warranty during the remainder of the original engine warranty period.
- B. WHAT IS WARRANTED** - All parts of any new John Deere product, except non-John Deere engines in self-propelled Forage Harvesters, tires, radios, and batteries (which are warranted under separate documents provided with each product), are warranted for the number of months or operating hours specified below.

AGRICULTURAL PRODUCTS		WARRANTY TERM	LAWN & GARDEN EQUIPMENT	WARRANTY TERM
TRACTORS	24 Months - Or 2,000 Hours Whichever Comes First*		1) All Lawn & Garden Equipment and Attachments and Compact Series Gators (except for equipment listed in 2 below)	24 Months in Private Residential - Persons Use 12 Months in Any Other Application
SCRAPERS	6 Months		2) 100, L100 and G100 Series Tractors and Attachments and Walk-Behind Mowers under 36"	24 Months in Private Residential - Persons Use 50 Days in Any Other Application
OTHER PRODUCTS Including Ag Management Solutions (AMS) Products	12 Months		COMMERCIAL EQUIPMENT	
			3) Wide Area Mowers, Front Mower Tractor Units (with diesel or 20 HP and above engines), Z-TRAK Mowers, Commercial Walk-Behind Mowers (36" or larger), and 7-IRON Mower Decks	24 Months
			4) Utility Tractors, Compact Utility Tractors	24 Months or 2000 Hours, Whichever Comes First
			a) Powertrain on Compact Utility Tractors (components as per 6 above)	36 Months or 2000 Hours, Whichever Comes First
ENGINES IN SELF-PROPELLED PRODUCTS OTHER THAN TRACTORS	24 Months - Or 2,000 Hours Whichever Comes First		5) Gator Utility Vehicles (except Compact Series), Tractor Loader Backhoes (TLB), Other mower decks, implements, and attachments for Equipment listed in 3,4,5	12 Months or 1000 Hours, Whichever Comes First
			UTILITY ALL TERRAIN VEHICLES	
			6) Utility All Terrain Vehicles (UATV) and attachments	6 Months

**Engine Items Covered** - 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, torsional damper, manifolds and engine oil cooler.

**Engine Items Not Covered during months 13 through 24** - Oil filler tube, engine filters and filter gaskets, air cleaners and associated parts, engine mounts and supports, all pulleys and belts, starter, alternator, linkage and cables, radiator, and hoses, engine oil lines, water piping, muffler and associated parts, fuel tank and associated parts, cold weather starting aids, fan and fan drives.

\* Warranty Term for all tractors used in Earthmoving applications (other than those designated as "Scraper" tractors and ordered from the factory as such) is 50 Days.

Each warranty term begins on the date of product delivery to the purchaser (except for certain agricultural tillage, planting, cultivation, and harvesting products which may have a delayed warranty start date, but only if established by John Deere and noted by the dealer or the purchase order).

**Sweeps, Shovels, Plow Shares and Disk Blades** - A replacement part will be furnished without charge if the following John Deere items break during the applicable warranty term, subject to these conditions:

**SWEEPS & SHOVELS** - When breakage occurs on items which do not show appreciable wear.

**PLOW SHARES** - When breakage occurs before the plow share reaches the following wear limits (labor not included - wear to be measured perpendicularly across the middle of the front bolt hole): INCH DIMENSION SHARES: 1/2 inch of wear (3 1/2 inches remaining); METRIC DIMENSION SHARES: 15mm of wear (100mm remaining).

**DISK BLADES** - When warrantable breaks occur as shown in the operator's manual on blades that have worn less than 10 percent of the original diameter (center breakage excluded).

WHEN APPLICABLE, A SEPARATE EMISSIONS WARRANTY STATEMENT WILL BE PROVIDED BY YOUR JOHN DEERE DEALER.

- C. WHAT IS NOT WARRANTED - JOHN DEERE IS NOT RESPONSIBLE FOR THE FOLLOWING:** (1) Used Products; (2) Frontier Equipment™ products. Warranty is the responsibility of the original manufacturer. The customer should contact a Frontier Equipment™ dealer for details; (3) Any product that has been altered or modified in ways not approved by John Deere, including, but not limited to, setting injection pump fuel delivery above John Deere specifications and modifying combine grain tanks; (4) Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow the product's Operator Manual recommendations; (5) Normal maintenance parts and service including, but not limited to, oil, filters, coolants, and conditioners, cutting parts, belts, brake and clutch linings; (6) UATV if used for racing or any other competitive activity.

- D. INCLUDED IN COMPACT UTILITY TRACTOR POWERTRAIN WARRANTY** - **Engine:** cylinder block, cylinder head, valve covers, oil pan, timing gear covers, flywheel housing, and all parts contained therein (does not include fuel, electrical, cooling, intake or exhaust components). **Powertrain:** hydrostatic 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).

- E. SECURING WARRANTY SERVICE** - To secure warranty service, purchaser must (1) report the product defect to an authorized dealer and request repair within the applicable warranty term, (2) present evidence of the warranty start date, and (3) make the product available to the dealer or service center within a reasonable period of time.

- F. NO IMPLIED WARRANTY OR OTHER REMEDY - AGRICULTURAL PRODUCTS** - Where permitted by law, neither John Deere or any company affiliated with it makes any warranties, representations, or promises, express or implied as to the quality or performance, or freedom from defect of its agricultural products other than those set forth above, and NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS IS MADE. IN NO EVENT WILL THE DEALER, JOHN DEERE OR ANY COMPANY AFFILIATED WITH JOHN DEERE BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. The only remedies the purchaser has in connection with the breach of performance of any warranty on John Deere agricultural products are those set forth above.

- G. LIMITATION OF IMPLIED WARRANTIES OR OTHER REMEDIES - COMMERCIAL & CONSUMER EQUIPMENT** - To the extent permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, or promises express or implied as to the quality, performance or freedom from defect of the Commercial & Consumer Equipment covered by this warranty. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE EXTENT APPLICABLE, SHALL BE LIMITED IN DURATION TO THE APPLICABLE PERIOD OF WARRANTY SET FORTH ON THIS PAGE. THE PURCHASER'S ONLY REMEDIES IN CONNECTION WITH THE BREACH OR PERFORMANCE OF ANY WARRANTY ON JOHN DEERE COMMERCIAL & CONSUMER EQUIPMENT ARE THOSE SET FORTH ON THIS PAGE. IN NO EVENT WILL THE DEALER, JOHN DEERE OR ANY COMPANY AFFILIATED WITH JOHN DEERE BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. (Note: Some states do not allow limitations on the length of an implied warranty or the exclusion or limitation of incidental or consequential damages so the above limitations and exclusions may not apply to you.) 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 amount paid for the product. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

- H. NO DEALER WARRANTY** - THE SELLING DEALER MAKES NO WARRANTY OF ITS OWN AND 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.

- I. If further information is desired, contact your selling dealer or DEERE & COMPANY MOLINE, IL at 1-866-993-3373.**