



Product Quotation

Quotation Number: 33524D034251

Date: 2022-12-29 12:29:04

Ship to	Bobcat Dealer	Bill To
CITY OF BURLESON Attn: TRAY GEE 141 W. RENFRO ST BURLESON, TX 76028	Bobcat of North Texas - Fort Worth, Fort Worth, TX 5633 MARK IV PKWY FORT WORTH TX 76131 Phone: (817) 654-2202 Fax: (817) 457-9425 ----- Contact: Todd Lewis Phone: 817-654-2202 Fax: 817-457-9425 Cellular: 214-869-6161 E Mail: tlewis@bobcatofdallas.com	CITY OF BURLESON Attn: TRAY GEE 141 W. RENFRO ST BURLESON, TX 76028

Description	Part No	Qty	Price Ea.	Total
E35 33HP R2-Series Bobcat Compact Excavator	M3411	1	\$60,987.00	\$60,987.00
P82 Performance Package	M3411-P06-P82	1	\$0.00	\$0.00
Long Arm	Clamp with Diverter Valve			
Angle Blade	Hydraulic X-Change			
C52 Comfort Package	M3411-P07-C52	1	\$0.00	\$0.00
Enclosed Cab with HVAC	Bobcat 7 inch Touch Display			
Cloth Suspension Seat	Radio			
Travel Motion Alarm	Keyless Start			
16" MX3 XCHG TEETH	7324830	1	\$0.00	\$0.00
Total of Items Quoted				\$60,987.00
Other Charges: Material and Logistics				\$4,514.00
Quote Total - US dollars				\$65,501.00

Notes:

BUYBOARD 685-22

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.

Customer Acceptance:

Purchase Order: _____

Authorized Signature:

Print: _____ Sign: _____ Date: _____



DATE: Dec 06, 2022
QUOTE #:311359-01

CITY OF BURLESON
TREY GEE

Dunn, Patrick
817.996.6348

141 W RENFRO ST
BURLESON, TEXAS 76028-4296

One (1) New Caterpillar Inc Model: 303.5 Compact Construction Equipment with all standard equipment in addition to the additional specifications listed below:

List Price	\$85,925.00
Sourcwell contract 032119 discount 20%	(\$17,185.00)
Holt Caterpillar customer loyalty discount	(\$1,321.82)
SUB TOTAL	\$67,418.18
TOTAL PURCHASE PRICE	\$67,418.18

WARRANTY

Standard Warranty: 24 Month/2000 Hour Total Machine Limited Warranty

DATE: Dec 06, 2022QUOTE #:Quote 311359-01

MACHINE SPECIFICATIONS

DESCRIPTION	REF.#
303.5 07A CR MHE DCA3B	616-3204
558-1751 303.5 07A CR HYD EXCAVATOR	
576-2961 ENGINE, EPA TIER 4F	
519-9265 SEAT, SUSPENSION, FABRIC	519-9265
519-9283 TRAVEL LEVERS AND PEDALS	519-9283
521-9512 LIGHTS, LED, FRONT&REAR	521-9512
521-9517 INTEGRATED RADIO	521-9517
525-4465 CAT KEY, WITH PASS CODE OPTION	525-4465
542-8886 BOOM LIGHT, LED	542-8886
546-1520 HYDRAULIC OIL, STD	
555-1839 CWT, STANDARD	555-1839
558-1744 ALARM, TRAVEL	
558-1754 BOOM, STANDARD	
558-1757 CONTROL, 1ST AUX, JOYSTICK	558-1757

DESCRIPTION	REF.#
558-1760 LINES, BOOM W/O BLCV	558-1760
558-1763 LINES, STICK W/O SLCV	558-1763
558-1766 UNDERCARRIAGE, FIXED, STD BLD	558-1766
601-9418 CAMERA, CAB	601-9418
558-1770 CAB, WITH HEAT AND A/C	558-1770
566-2914 TRACK, 300MM, RUBBER (12",)	566-2914
599-7202 SEAT BELT, 76MM RETRACTABLE (3")	599-7202
571-9088 LINKAGE, BUCKET, W/LIFTING EYE	
571-9661 STICK, LONG, W/ THUMB BRACKET	571-9661
542-1504 FILM, INC. CANADA	542-1504
542-1495 2 WAY CONTROL	542-1495
573-4364 DRAIN, ECOLOGY	
573-9631 PRODUCT LINK, CELLULAR PL243	573-9631
541-4787 FILM, PRODUCT LINK, ANSI	541-4787
575-2776 LINES, BUCKET, LONG STICK	575-2776
575-4418 BLADE, FIXED, BOCE	575-4418
575-7225 LINES, 1ST AUX, LONG STICK	575-7225
569-3572 INSTRUCTIONS, ANSI	
578-0230 FILM, CAB A/C	578-0230
588-2227 ACCUMULATOR	
592-5475 MONITOR NEXT GEN, CAMERA READY	592-5475
594-7890 FLOORMAT, CAB, W/TRAVEL	594-7890
595-3179 FILM, ROPS, ISO	595-3179
557-1713 SOFTWARE, CODED START	
557-1710 SOFTWARE, STICK STEER CONTROL	
557-1709 SOFTWARE, PROPORTIONAL CONTROL	
NOTE: Fixed DCA Cab Configuration	
Caterpillar 18" bucket	464-9902

STANDARD EQUIPMENT

POWERTRAIN

Cat C1.7 NA engine
(U.S. EPA Tier 4 Final/
JAPAN MLIT Tier 3)
Automatic engine idle

Automatic engine shutdown
Automatic two speed travel
Fuel water separator

UNDERCARRIAGE

Track, 300 mm (11.8")
Dozer blade(BOCE) with float

Tie downs on track frame

HYDRAULICS

Variable displacement piston pump
Smart tech electronic pump
Load sensing/flow sharing hydraulics
Automatic swing brake

Hydraulic lockout - all controls
One and two way auxiliary flow
Continuous auxiliary flow
Bio oil capable

ELECTRICAL

12 volt electrical system
Software (machine and monitor)
65 ampere alternator
650CCA maintenance free battery

Battery disconnect
Signaling/warning horn
12 volt power socket

OPERATOR ENVIRONMENT

Product link PLE243 (regulations apply)
Cab sound pressure 94dB(A) ISO 6395
Coat hook
Next generation color LCD monitor (IP66)
-Fuel level and coolant temperature gauges
-Maintenance and machine monitoring
-Performance and machine adjustments
-Numeric security code
-Multiple languages
-Hour meter with wake up switch
Cup Holder

Utility space for mobile phone
ROPS - ISO 12117-2:2008
TOPS - ISO 12117:1997
Top guard ISO 10262: 1998 Level I
Adjustable wrist rests
Non suspension vinyl seat
Retractable high visibility seat belt
Removable washable floormat
Tilt operator station
Storage pocket
Skylight
Mounting bosses for front guard

OTHER STANDARD EQUIPMENT

Control Pattern Changer
Caterpillar corporate "one key" system
Door locks on cab door and external enclosure doors
Lockable fuel cap

Beacon socket
Joystick travel and steering mode
Travel cruise control
Boom light

INSTRUCTIONS

REGIONAL STANDARD EQUIPMENT INCLUDES:

United States and Canada
-Accumulator, certified
-Retractable high visibility seat belt 75mm (3")
-Ecology drain - engine
-Auxiliary hydraulic lines
-Auxiliary line quick disconnects

South America
-Accumulator, certified
-Retractable high visibility seat belt 75mm (3")
-Ecology drain - engine
-Auxiliary hydraulic lines
-Auxiliary line quick disconnects



JOHN DEERE

Retail Purchase Order

RDO Equipment Co.
5301 Mark IV Parkway
Fort Worth TX, 76131
Phone: (817) 232-8094 - Fax: (817) 847-0398

Bill To:
CITY OF BURLESON
141 NW RENFRO ST
BURLESON, TX, 760284151
JOHNSON ()
(817) 295-1113

Purchase Order Date: 10/28/2022
Purchase Order #: 1604049
Purchaser Account #: 1113006

Customer Purchaser Type: Governmental - City/Town/Village
Customer Market Use: Underground - Gas/Water/Electric
Location of First Working Use: BURLESON, TX, 760284151
Dealer Account Number: 177417
Governmental Sales Professional: Austin Walker
Phone: (817) 566-1541
Fax:
Email: awalker@rdoequipment.com

Comments

QUOTE VALID UNTIL UNTIL MACHINE IS SOLD OR 60 DAYS. MACHINE IS CURRENTLY IN STOCK AND COULD BE DELIVERED IN 2-3 WEEKS.

Equipment Information

Quantity	Serial Number Stock Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1	1FF035GXCNK298335 X528866	19	New 2023 JOHN DEERE 35G Customer Discount Sourcewell Discount #032119-JDC 29% PM Elite - 19 - 1500 Hours Warranty -John Deere Power Train & Hyd.-60 Months, 2000 Hours,Deductible: 0, Exp Date: 10/28/2027	\$89,405.13 (\$22,125.46)
Item Subtotal:				\$67,279.67
1	PXBU5XE005812 X624436	0	New 2022 JOHN DEERE 35HD18	\$1,200.00
Equipment Subtotal:				\$68,479.67

Purchase Order Totals

Balance: \$68,479.67
Total Taxable Amount: \$0.00
TX STATE TAX: \$0.00
TX CITY TAX: \$0.00
TX SPECIAL TAX: \$0.00
Sales Tax Total: \$0.00
Sub Total: \$68,479.67
Cash with Order: \$0.00
Balance Due: \$68,479.67

Legal Information

For the Construction Product(s)

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 the balance due shown hereon in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement for the purchase price of the Product(s), plus additional charges shown thereon, or to execute a Lease Agreement, on or before delivery of the Product(s) ordered herein. Despite delivery of the Product(s) to the Purchaser, title shall remain with the Seller until one of the foregoing is accomplished. Except as provided herein and as necessary to protect RDO Equipment from the claims of a bankruptcy trustee or a buyer in the ordinary course of business, the Purchaser and the Dealer agree that this Purchase Order is not a security agreement and that delivery of the Product(s) to the Purchaser pursuant to this Purchase Order will not constitute possession of the Product(s) 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 purchase are limited as set forth in this Purchase Order. I (we) hereby grant a security interest to RDO Equipment in the Product.

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 and forestry products is set forth in a separate document provided by the dealer. 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 PURCHASE ARE LIMITED AS INDICATED IN THE STANDARD WARRANTY AND PURCHASE ORDER. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY 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 (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.

Upon signature of delivery acknowledgment, customer is accepting the equipment, including attachments, in "AS IS" condition, agreeing to notify RDO Equipment Co. within 24 hours of any damages or discrepancies found upon receipt of equipment.

Signature Area

Purchase Order Accepted By:

(Customer's Signature)

(Date Accepted)

(Authorized Signature of Dealer)

(Date Accepted)

Delivery of Equipment Acknowledgement:

(Customer's Signature)

_____/_____
Date Accepted

Standard Warranty Acknowledgement:

(Delivered On)

(Warranty Begins)

Extended Warranty Oil Sampling Acknowledgement:

(Customer's Initials)

((deal owner's title)'s Initials)

Equipment Options

Qty	Serial Number	Year / Make / Model	Description
1	1FF035GXCNK298335	2023 JOHN DEERE 35G	3125 300MM RUBBER TRACK 4150 SUSPENSION SEAT - CLOTH 7120 5'8"(1.72M)LONG ARM/LNG LEAD 8185 CAB WITH HEATER & AIR CONDIT 9555 ANGLE BLADE FREIGHT MKT DEV FUND
1	PXBU5XE005812	2022 JOHN DEERE 35HD18	None

STANDARD WARRANTY FOR NEW JOHN DEERE CONSTRUCTION, UTILITY, CCE AND FORESTRY PRODUCTS – US & Canada

- **Construction, Forestry & Compact Construction Equipment (CCE) Products***: 12 months Full Machine Standard Warranty
- *** Compact Construction Equipment Products** Delivered and settled on or after 01 June 2018: 24 months or 2000 hours (whichever comes first) Full Machine Standard Warranty
- **C&E Series Pull-Type Scrapers**: 6 months Full Machine Standard Warranty
- **DC & DE Series 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
- **Frontier Equipment**: 6 months Full Machine Standard Warranty (90 days in rental applications)

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/labour, 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/labour; 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; 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 H-Series & J-Series 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. Diagnostic Time
6. Additional Labor/Labour Time - Above SPG/Labor/Labour Rate
7. Additional Cleaning - Above SPG/Labor/Labour Rate
8. Rental Fees
9. Depreciation or damage caused by normal wear or application, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, negligence, collision or other accidents.
10. Premiums charged for Overtime Labor/Labour
11. Transportation to and from the dealership.
12. Travel time, mileage or service calls by the dealer.
13. Non-John Deere components or modifications, Rotobec grapples, and attachments installed aftermarket.
14. Shop supplies and maintenance items such as, but not limited to: filters, fuels, oil, hydraulic fluid, lubricants, coolants, conditioners, shop towels, cleaners and degreasers. Note: Reimbursement for refills of oils/coolants lost due to a warrantable failure is covered when a system failure occurs outside the boundaries of a normal oil change (within 25% of specified change interval as provided in the Operator's Manual).
15. Torn, cut, or worn hoses.
16. 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.
17. Items such as cutting-edge parts, delimbing 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.
18. 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.
19. Secondary damage which occurs from continued operation of a product after recognition of the occurrence of a failure.
20. Parts supplied or modifications done by third party suppliers.
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).

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. Service (other than normal maintenance and replacement of service items) is performed by someone other than an authorized John Deere dealer; or
2. The product is modified or altered in ways not approved by John Deere; or
3. 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).
4. 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/labour) 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.**