Ivins City Staff Report
City Council Meeting 08/03/17

Agenda Item: Approval of purchase of a Compact Excavator and attachments for the Public Works and Parks & Recreation Departments.

Submitted by: Benny Sorensen

Recommended City Council Action: Approve expenditure of $45,192.00 for the purchase of a Bobcat E33 33HP ZTS Compact Excavator with standard 24" bucket and 36" TAG bellhole bucket.

BACKGROUND: The Parks & Recreation Department has a need for a small excavator that will fit in the space between graves to dig graves in areas where headstones make it hard to maneuver the big backhoe. This will make digging graves a bit more efficient and we will cause less damage to turf and potentially graves. Our department is also doing more of the construction and landscape in new parks, landscape buffers and the cemetery. This equipment will help us handle our current and future maintenance demands.
Public Works will be able to use this excavator when installing water and sewer lines and other trenching jobs. It will be available for water line breaks and may be a better choice of equipment, in some locations, to the big back hoes. It will also be valuable during flood events.

FINDINGS AND ANALYSIS:

- We compared the John Deere, CAT and Bobcat Compact Excavators and all were good and offered similar equipment. Staff used both the John Deere and Bobcat for five days each.
- We had planned on purchasing a good used model, however we found that the price for a used machine was only about $3,000 less than a new machine.
- The price for the Bobcat was the lowest, and they also have a state purchasing contract.
- The Bobcat sales and service office is local and easily accessible should we need parts or repairs.

SUPPORT MATERIALS:

- Bid/Specification sheet for excavators.
- Price quotes from two dealers on their excavator.

FINANCIAL IMPACT:
This expenditure was budgeted in FYE 2017-18 budget – line item number 10-7574.0, Capital Outlay – Equipment and Cemetery 10-7774.0 Capital Outlay – Equipment, 5% 51-4274.4 Capital Outlay – Other, 20% 52-4274.0 Capital Outlay – Equipment, 25% 53-4274.0 Capital Outlay – Equipment.

Respectfully Submitted: Benny Sorensen
Benny Sorensen

Content Review:
Dale Coulam, City Manager

Product Quotation

Quotation Number: HMM-04417
Date: 2017-07-21 13:19:12

Ship to	Bobcat Dealer	ORDER TO BE PLACED WITH: Contract Holder/Manufacturer
IVINS CITY Attn: DALLEN BRIGGS 55 N MAIN ST IVINS, UT 84738	H&E Equipment Services, Inc., St. George, UT 4319 S. RIVER ROAD ST. GEORGE UT 84790 Phone: 435-674-2994 Fax: 435-674-2971 ----------	**Clark Equipment Co dba Bobcat Company** **250 E Beaton Dr, PO Box 6000** **West Fargo, ND 58078** **Phone: 701-241-8719** **Fax: 701-280-7860** **Contact: Heather Messmer** **Heather.Messmer@doosan.com**

Description	Part No	Qty	Price Ea.	Total
E35 33HP ZTS Bobcat Compact Excavator	M3307	1	$34,348.00	$34,348.00
33.5 HP Tier 4	Engine/Hydraulic Monitor with Shutdown			
Auto Idle	Fingertip Auxiliary Hydraulic Control			
Auto-Shift, 2-Speed Travel	Fingertip Boom Swing Control			
Auxiliary Hydraulics, Selectable Flow with Boom Mounted Flush Face Quick Couplers	Horn			
Canopy	Hydraulic Joystick Controls			
Includes: Cup Holder, Retractable Seat Belt, Suspension Seat with High Back	Rubber Track			
Roll Over Protective Structure (ROPS)- Meets Requirements of ISO 12117-2: 2008	Spark Arrestor Exhaust System			
Tip Over Protective Structure (TOPS) - Meets Requirements of ISO 12117: 2000	Turbocharged, Tier 4 Non DPF			
Falling Object Protective Structure (FOPS) - Meets Requirements of ISO 10262	Vandalism Protection			
Control Console Locks	Warranty: 12 Months, Unlimited Hours			
Control Pattern Selector Valve (ISO/STD)	Work Lights			
Dozer Blade with Float	X-Change (Attachment Mounting System)			
	Zero Tail Swing			
A20 Option Package A30 Option Package A40 Option Package	M3307-P01-A20	1	$3,668.00	$3,668.00
Enclosed Cab	Cloth Suspension Seat			
HVAC				
Arm Option-Long Arm w/ Heavy Counterweight	M3307-R03-C02	1	$989.00	$989.00
Clamp W/Exchange LA	M3307-R08-C04	1	$1,228.00	$1,228.00
Hydraulic X-Change (Long Arm)	M3307-R06-C04	1	$1,004.00	$1,004.00
Hydraulic Angle Blade	M3307-R12-C02	1	$1,639.00	$1,639.00
Radio	M3307-R26-C02	1	$254.00	$254.00
Telematics US	M3307-R51-C02	1	$0.00	$0.00
24" Base Class 3	M7021	1	$0.00	$0.00
--- 24" X-Change Severe Duty Trenching Bucket, Class 3	M7021-R01-C02	1	$762.00	$762.00
Description	**Part No**	**Qty**	**Price Ea.**	**Total**
36" TAG Bellhole bucket		1	$1,300.00	$1,300.00

Total of Items Quoted	**$45,192.00**
Dealer P.D.I.	**$0.00**
Freight Charges	**$0.00**
Dealer Assembly Charges	**$0.00**
Quote Total - US dollars	**$45,192.00**

Notes:

*Prices per Utah State Contract #AV2625. Contract Period:3 /15/17 thru 3/15/21
*Terms Net 30 Days. Credit cards accepted.
*FOB: Destination within the State of Utah
*Delivery: 60 to 90 days from ARO.
*State Sales Taxes apply. IF Tax Exempt, please include Tax Exempt Certificate with order placed.
*TID# 38-0425350
*Orders Must be Placed With: Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Dr, PO Box 6000, West Fargo, ND 58078.

Prices & Specifications are subject to change. Please call before placing an order. Applies to factory ordered units only.

Customer Acceptance: Purchase Order: _____

Authorized Signature:

Print:_____ **Sign:**_____ **Date:** _____


Bobcat
E35

JOHN DEERE

Customer Purchase Order for John Deere Construction and Forestry Products - USA

PO# 04844073
PO Revision# Original

PURCHASER NAME AND ADDRESS *(First Signer)*			
NAME(First, Middle, Last) **CITY OF IVINS**			
STREET or RR **55 N MAIN ST**			
CITY **IVINS**	STATE **UT**	ZIP CODE **84738**	COUNTY **Washington**
PHONE NUMBER **435-414-3855**	EMAIL ADDRESS **dbriggs@ivins.com**		
PURCHASER NAME AND ADDRESS *(Second Signer)*			
NAME(First, Middle, Last)			
STREET or RR			
CITY	STATE	ZIP CODE	COUNTY
PHONE NUMBER	EMAIL ADDRESS		

DEALER NAME AND ADDRESS			
DEALER NAME **Honnen Equipment Co.**			Dealer Account No. : **170497**
STREET or RR **150 SALT CREEK HIGHWAY**			
CITY **MILLS**	STATE **WY**	ZIP CODE **82644**	Phone Number **307-266-4474**
Date Of Order: **May 25, 2017**			
Dealer Order No.:	TYPE OF SALE: ☒ CASH ☐ LEASE ☐ TIME SALE		
PURCHASER TYPE: **5 City/Town/Village**		MARKET USE CODE: **49 Highways & Streets**	
Add Purchaser to Mailing List (Check One or More) ☐ Construction ☐ Utility ☐ Forestry ☐ Government			
PURCHASER IS: ☒ Business ☐ Individual		Purchaser Acct.: **134731**	
☐ SOCIAL SECURITY ☐ IRS TAX ID NO ☐ EIN NO.:			

EXTENDED WARRANTY IS: ☑ Accept ☐ Decline (Initials)	LOCATION OF FIRST WORKING USE :	Use State/Province	COUNTY CODE
	Use County WASHINGTON	UT	53

Ultimate Uptime Package Purchase: ☐ Yes ☑ No (Initials)

QTY	NEW	DEMO	RENT	USED	EQUIPMENT (Model, Size, Description)	Hours of Use	PIN or Serial Number	Delivered Cash Price	
1	x				JOHN DEERE 35G Compact Excavator			$ 44,236	16
1	x				AT349585 Hydraulic Clamp, Long Arm - Factory Installation Fee			$ 488	12
1	x				AT386304 Hydraulic GREY Clamp			$ 1,188	36
1	x				4647737 Radio			$ 282	32
1					24 in. Heavy Duty Bucket Stock # 56516			$ 725	00
1					36" Bell Hole Bucket			$ 1,372	50
					+ John Deere Extended Warranty : 24 Month/ 1000 Hour Powertrain& Hydraulic Extended Warranty			$ 0	00
					- DECLINED :John Deere Preventative Maintenance :				
							(1) TOTAL CASH PRICE	$ 48,292	48

QTY	TRADE-IN (Model, Size, Description)	Hours of Use	PIN or Serial Number	AMOUNT

JOHN DEERE

Customer Purchase Order for John Deere Construction and Forestry Products - USA

PO# 04844073
PO Revision# Original

Quote ID: 15418898

Customer Name: CITY OF IVINS

COMMENTS:
Pricing per NJPA Contract #032515-JDC
Contract Period 7/19/2015- 5/18/2020

(2) TOTAL TRADE-IN ALLOWANCE	$ 0	00
(3) TOTAL TRADE-IN PAY-OFF	$ 0	00
(4) BALANCE	$ 48,292	46
(5) DOC FEE	$ 0	00
(6) RENTAL INTEREST	$ 0	00
(7) RENTAL FREIGHT IN	$ 0	00
(8) RENTAL FREIGHT OUT	$ 0	00
(9) SUBTOTAL	$ 48,292	46
(10) RENTAL APPLIED	$ 0	00
(11) CASH WITH ORDER	$ 0	00
(12) BALANCE DUE (9-(10 & 11)	$ 48,292	46

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 (line 12) 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 equipment ordered herein. Despite delivery of the Product(s) to the Purchaser, title shall remain with the Seller until one of the foregoing is accomplished. 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.

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, CONDITIONS OR FITNESS IS MADE.

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.

TERMS & CONDITIONS VERIFICATION STATEMENT : Use of John Deere Data Services, if applicable, and all rights and obligations of John Deere and the Purchaser (or "Customer" as identified in the applicable agreement), are governed by the terms and conditions outlined in the Warranty Statement and the applicable John Deere Construction & Forestry Company Subscriptions & Data Services Dealer Agreement and/or Customer Data Services agreements available at www.JohnDeere.com/Agreements. Purchaser agrees to be bound by these terms and conditions if Purchaser activates or otherwise uses any of the Data Services. If Purchaser does not agree to these terms and conditions, Purchaser must not activate or otherwise use the Data Services.

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)	DALAN BRIGGS	Signature		Date	
Purchaser (Second Signer)		Signature		Date	
Dealer Representative	Honnen Equipment Co.	Signature		Date	
Salesperson	SMITH,RICH	Signature		Date	

DELIVERY ACKNOWLEDGEMENT	Delivered with Operator's Manual On:	Purchaser Signature

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

- **Construction, Forestry & Commercial Worksite Products:** 12 months 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.

STRUCTURALL 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, INLCUDING 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.**