

# WARRANTY AND LIMITATION OF LIABILITY AGREEMENT CASE IH EQUIPMENT

The Case IH Warranty
The Case IH Warranty is a limited warranty that is provided to the Initial retail purchaser in return for consideration paid as part of the purchase price of the product. The selling dealer is expected to review the warranty coverage with the initial retail purchaser and obtain his/her signature on this document.

The warranty described here is from CNH Industrial America LLC and in Canada, CNH Industrial Canada Ltd., both of which are referred to in this agreement as "Case IH". This warranty is for Case IH products sold and registered in the United States or Canada and normally operated in the United States or Canada. This warranty does NOT apply to any product normally operated outside of the United States and/or Canada, or to any unit purchased outside of the United States or Canada and imported in for any reason other than a customer relocation/personal

#### **Warranty Period**

For the products listed below, the Warranty Period for all coverage begins at the time that any person, dealer or agent first places the unit into service. At the latest, a unit is considered to be placed into service when purchased or delivered to an initial retail purchaser. Certain demonstration, rental, lease, and other used units may be eligible for a portion of a new unit warranty. The availability of the remaining portion of a new unit warranty does not mean that a unit is new or unused. The Warranty Period ends when either the month or machine hour limit is reached, whichever limit occurs first.

PRODUCT	WARRANTY COVERAGE
Combines & Headers, Cotton Pickers, Sugar Cane Harvesters, Wind rowers & Header s <sup>1</sup>	12 Months / Unlimited Hours
Draper Heads MY19 retailed after January 1, 2019	24 Months / Unlimited Hours
Windrower disc head, and disc mower conditioners <sup>2</sup>	12 Months / Unlimited Hours 36 Months / Unlimited Hours
Windrower sickle head, draper head, sickle mower conditioners, Hay and Forage Equipment and Material Handling Equipment	12 Months / Unlimited Hours
Self-Propelled Sprayer / Floaters 1,3,7	12 Months / Unlimited Hours 24 Months / 2000 Hours
Pull type fertilizer applicator, Tillage Equipment 4.5	12 Months / Unlimited Hours 36 Months / Unlimited Hours
Pull type Forage Harvester	12 Months / Unlimited Hours 60 Months / Unlimited Hours
500/500T Precision Drill and Planters	12 Months / Unlimited Hours
Pull type sprayers, Chisel Plows, Air Carts, Air Hoe Drills, and Air Seeders <sup>4</sup>	24 Months / Unlimited Hours 60 Months / Unlimited Hours
AFS AccuGuide Auto Guidance Systems	24 Months / Unlimited Hours
Skidsteer / Compact Track Loaders <sup>1</sup>	12 Months / Unlimited Hours 24 Months / 2000 Hours
Utility Vehicles <sup>6</sup>	12 Months / 1000 Hours 24 Months / 2000 Hours

- FPT, Iveco, Case CDC and Kubota engine coverage warranted through CNHI.

  Extended warranty of disc-drive module housing assemblies, disc-drive module top-cap bearing housing assemblies, disc-drive module interconnecting drive shafts, and disc cutter bar assembly.

  Extended warranty of drive train includes any component used to transfer power from the engine to the drive wheel.

  Extended warranty of frame hitch and main frame weldments, wing frame weldments and rockshafts, extended warranty of shank and cushion gang bearing covers chisel plow, cultivator, harrows and variable like. vertical tillage.
- Two-year extended warranty of Speed Tiller frame weldments and 3 year on Disc hubs.
   Extended warranty of engine assembly, transmission assembly, rear differential, front differential (4x4 models), main frame assembly, bed box hydraulic dump kit, and Custom Cab assembly and door.
   Extended warranty of the Nozzle Control Valves.

- purposes.

Model:	Serial Number:	
Retail DATE / HOURS:	Operator Manual Number:	
Attachment Serial Number:	Attachment Serial Number:	
Purchaser Name (please print):	Dealer Name:	
Address:	Address:	
City / State:	City / State:	
Zip code:	Zip code:	
Phone Number:	Phone Number:	
The answers checked above are correct. By signing this form, I acknowledge that I have read, and I accept this warranty policy statement and understand the safety precautions to take while using this piece of equipment.		

Purchaser Signatu	e	Date	
Dealer Signature _		Date	

The signed WLL can be scanned and emailed as an attachment to NA-WLL-AGREEMENT@CNHIND.COM or can be mailed to:

USA mail original to CNH Industrial Capital America LLC, Attn: WLL Agreement, PO Box 1700 New Holland, PA 17557
USA Overnight courier mall original to CNH Industrial Capital America LLC, Attn: WLL Agreement, 500 Diller Ave., New Holland, PA 17557
Canada mail original to CNH Industrial Capital America LLC, Attn: WLL Agreement, 4475 North Service Rd, Suite 301, Burlington, ON L7L4X7 Canada

See page 2 for important limitations and exclusions

#### What's Covered

If a defect in material or workmanship is found in a unit and reported during the Warranty Period, Case IH will pay parts and labor costs to repair the defect if the services are performed by an authorized Case IH dealer at the dealer's location. If parts are needed during the repair, Case IH will, at its option, use genuine Case IH new or remanufactured parts. Case IH replacement parts that are used in a warranty repair are warranted until the end of the machine warranty or to the end of the Case IH Replacement Parts Warranty, whichever is longer.

CASE IH PROVIDES NO WARRANTY, EXPRESS OR IMPLIED, FOR A COMPONENT OR OTHER ITEM THAT IS SEPARATELY WARRANTED TO THE PURCHASER BY ITS MANUFACTURER, SUCH AS TIRES, BATTERIES AND FUEL INJECTION COMPONENTS. CHECK WITH YOUR DEALER FOR DETAILS

### No Modification or Extension of Warranty Period

The Case IH Warranty is limited to the written terms in this document. Case IH does not authorize any person, dealer or agent to change or extend the terms of this warranty in any manner. Any assistance to the purchaser in the repair or operation of any Case IH product outside the terms or limitations or exclusions of this warranty will not constitute a waiver of the terms, limitations or exclusions of this warranty, nor will such assistance extend or re-establish the warranty.

### **EXCLUSIVE REMEDY**

THE REMEDY OF REPAIRING A DEFECT IN MATERIALS OR WORKMANSHIP AT A CASE IH DEALERSHIP UNDER THE TERMS OF THIS WARRANTY IS THE PURCHASER'S EXCLUSIVE REMEDY AND IS IN LIEU OF ANY OTHER REMEDY OTHERWISE AVAILABLE.

## This Warranty is Void If

The unit's hour meter is changed or altered, unless a Case IH dealer, at the direction of Case IH, changed the meter. If the unit is used in an application for which it is not designed, or the unit has been scrapped, salvaged, stolen, junked or totaled.

#### Limitation and Exclusions

The Case IH Warranty gives you specific legal rights and you may also have other rights, which vary, from region to region.

THIS DOCUMENT CONTAINS THE ENTIRE CASE IH WARRANTY. CASE IH MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. • CASE IH WILL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM A BREACH OF THE WRITTEN WARRANTY OR ANY IMPLIED WARRANTY IMPOSED BY LAW.

### Owner's Responsibility

The Case IH warranty remains in effect during the Warranty Period if the owner performs the required maintenance at the recommended intervals outlined in the product operator's manual and the unit is operated within its rated capacity. Genuine Case IH service parts or Case IH approved service parts that meet Case IH specifications must be used for maintenance and repair.

### What's Not Covered

- Cost associated with performing pre-delivery or scheduled inspection service.
- Repairs arising from storage deterioration, failure to maintain the equipment, negligence, alteration, improper use of the equipment, collision or other accident, vandalism, or other casualty, or operation beyond rated capacity or specification.
- Repairs arising from abuse or neglect, including but not limited to: operation without adequate coolant or lubricants, adjustments to the fuel system outside
  equipment specifications, over-speeding, improper storage, starting, warm-up, or shutdown practices, incorrect fuel or contaminated fuel, oil or other fluids.
- Normal maintenance services, such as engine tune-ups, engine fuel system cleaning, checks, adjustments, shimming, etc.
- Replacement of non-defective wear items expected to be replaced during the warranty period, including but not limited to: light bulbs, spark plugs, brake or clutch
  linings, slip clutches, belts, chains, knives, bucket cutting edges and teeth, crawler track pads and track components, crop processing and cutting components, external
  drive sprockets and chains, soil engaging tools and accessories.
- Items replaced due to customer demand.
- · Labor charges performed by anyone except a dealer authorized by contract to repair the equipment, unless they qualify under special provisions (i.e.; outside labor).
- Any and all travel costs for items such as towing, service calls, or transporting a unit to and from the place where the warranty service is performed, unless specifically covered by a campaign or program.
- Claims involving loss or damage during shipment or handling, including units subsequently sold as a "salvage" unit.
- "Salvage" or other units sold on an "as is" basis, unless otherwise specified in writing at the time of sale.
- Normal maintenance costs, including but not limited to: lubricants, coolants, fluids, fuel, filters, and associated labor. Lubricants, filters, and coolants may qualify for warranty reimbursement if they require replacement as a DIRECT RESULT of a defect in material or workmanship.
- Claims involving the inspection or reconditioning of units after storage or prior use.
- Components or items that are separately warranted directly by the manufacturer including but are not limited to: tires, tracks, engines, transmissions, batteries, fuel injection pumps, fuel injectors, etc.
- Shop comebacks: any duplicate, repeat, or comeback repair resulting from improper diagnosis, testing, or service work. This also includes repairs arising from service
  performed by agents not approved by Case IH.
- Repairs arising from any unauthorized modification to the product or the use on non-CNH Industrial parts, implements, or attachments, including but not limited to
  performance changing (i.e., increasing horsepower or other modifications) and/or emissions defeating modifications.
- Removal, replacement, or installation of non-Case IH optional equipment, attachments or components.
- Premiums charged for overtime labor costs or out of shop expenses.
- · Economic loss including lost profits, crop loss, equipment rental, crop damage, contract delay, project expenses, or other expenses or damages.
- Unauthorized modification or updating machines without a warrantable failure based on Service Bulletin information or production changes.
- Any and all costs of special tools.
- Any and all costs of dealer shop supplies incurred with repairs, including but not limited to: solvents, cleaners, anti-seize lubricants, loctite, sealant, adhesive, oil-dry, shop towels, etc. Sealant or adhesive may qualify for warranty reimbursement in certain applications requiring a large volume of sealant! adhesive.
- Failure of the machine, its implements or attachments caused by improper field application or loading.
- Any and all costs for coolant, fuel, or lube (oil) analysis including supplies and lab recommendations.
- Cost of initial setup or installation of any optional equipment or attachments to a unit.
- Cost associated with cleaning of machine in preparation for servicing.