**CNH Industrial America LLC**

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**and CNH Industrial Canada, Ltd.**

**WARRANTY AND LIMITATION OF LIABILITY AGREEMENT**

**AGRICULTURAL 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 must review the warranty coverage with the initial retail purchaser and obtain signature on this document.

**New Limited Warranty**

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 move.

**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.

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| --- | --- |
| **PRODUCT** | **WARRANTY COVERAGE** |
| **All tractors used in agricultural applications, except compact and factory designated Steiger scrapers** | **24 Months / 2000 Hours** |
| **All tractors used in commercial and/or scraper earthmoving applications, except compact and Steiger QUADTRAC**®1 | **24 Months / 2000 Hours** |
| **Factory designated Steiger scraper QUADTRAC**®1 **tractors** | **12 Months / 1000 Hours** |
| **Compact and Compact Farmall Tractors with CVT**  **Engine, transmission, drive shafts and drive axles** | **24 Months / 2000 Hours**  **36 Months / 2000 Hours** |
| **Compact Farmall Tractors without CVT**  **Engine, transmission, drive shafts and drive axles** | **24 Months / 750 Hours**  **60 Months / 1500 Hours** |
| **Combines & Headers, Cotton Pickers, Sugar Cane Harvesters, Hay & Forage Equipment,**  **Windrowers & Headers, Seeding & Tillage Equipment, Material Handling Equipment, Skid Steer, TYLER® Sprayers Chassis2** | **12 Months / Unlimited Hours** |
| **FPT, Iveco, Case CDC and Kubota engine coverage for products listed above** | **24 Months / 2000 Hours** |
| **Pull type sprayers, PTX300 & PTX600 chisel plows, air carts, air hoe drills, and air seeders3** | **24 Months / Unlimited Hours** |
| **AFS AccuGuide Auto Guidance Systems** | **24 Months / Unlimited Hours** |
| **Utility Vehicles4** | **12 Months / 1000 Hours**  **24 Months / 2000 Hours** |

1. *Steiger tractors used in commercial and/or scraper applications must be “Factory Designated” for these applications. These tractors have been specially equiped for this application. Definition of Commercial and/or Scraper Application: Any agricultural tractor that is used in a scraper, earthmoving, other commercial application, or non-agricultural application, for which the owner receives compensation. The only exception is a customer using a scraper on his or her own farm to level land for agricultural crop production and is limited to 50% or less of annual accumulated hours of operation. Other uses of agricultural tractors that are considered commercial are, but not limited to: site preparation, excavation, pond building and forestry applications. Misrepresenting the application in which the product will be used on the Warranty Registration, will void Warranty.*
2. *TYLER® sprayers: the drive train is covered for 24 Months / 2000 Hours. The drive train includes any component used to transfer power from the engine to the drive wheel hub.*
3. *Air carts, air hoe drills, and air seeders have an extended frame warranty for 60 months unlimited hours. The extended frame warranty covers hitch and main frame weldments, wing frame weldments and rockshafts*
4. *Engine assembly, transmission assembly, rear differential, front differential (4x4 models), main frame assembly, bed box hydraulic dump kit, and Custom Cab assembly and door are warranted with respect to parts and labor against defects in material and workmanship for 24 months / 2000 hours from the date of purchase.*

**Operator’s Manual / Warranty Receipt Verification**

The selling dealer has reviewed the correct operator’s manual with me and will provide upon delivery of the product. YES  / NO 

The selling dealer explained safety precautions to me. YES  / NO 

The selling dealer explained the warranty terms and coverage to me. YES  / NO 

The selling dealer explained Purchased Protection Plan options for additional coverage on select components. YES  / NO 

I wish to be part of future Case IH communications, offers or events. YES  / NO 

|  |  |
| --- | --- |
| **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. I acknowledge that I have read and I accept this warranty policy statement.

Purchaser Signature Date

Dealer Signature Date

**Page 2 of 2**

**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, EXPRESSED 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, ignition points, 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 of non-Case IH parts, implements or attachments.
* 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, or other expense.
* 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