

POWERGARD PROTECTION PLAN
TRACTORS - Comprehensive Coverage Form

- A. COVERAGE:** Subject to the terms and conditions of the *PowerGard* Protection Plan, we will repair or replace, at our option, **Covered Components (as defined below)** of Covered Equipment described in the **Schedule of Coverage** that are defective in material or workmanship. For the *PowerGard* Protection Plan to apply, the repair or replacement of Covered Components must be performed by an authorized John Deere dealer using genuine John Deere parts. Such repair or replacement will be made without charge to you except as described in paragraph **H. DEDUCTIBLE**.

The *PowerGard* Protection Plan is only available through authorized John Deere dealers. The *PowerGard* Protection Plan is not effective unless and until **(1)** the information on this form is electronically submitted to us by a John Deere dealer; **(2)** the fee for the coverage has been paid; and **(3)** the purchaser of coverage receives written confirmation from John Deere.

- B. COVERED COMPONENTS:** The *PowerGard* Protection Plan applies to all parts of any new John Deere tractor, except for tires, rubber tracks, hoses, belts, seals, radios, batteries, AG Management Solution (AMS) components (i.e. display, mobile processors, position receiver, software or data storage/key cards, etc.) and any attachments. Covered Components will include either factory installed or genuine John Deere replacements as well as related components that perform a similar function.

C. COVERAGE LIMITATIONS:

1. The following are not included in and not covered by the *PowerGard* Protection Plan unless required to be covered by law: **(a)** Overtime labor charged in excess of the dealer's normal labor rate; **(b)** Charges for service calls or for transportation or storage of the Covered Equipment; **(c)** Depreciation, damage or failure caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, or lack of proper protection during storage; **(d)** Loss or damage due to theft, vandalism or riot, the elements, fire, explosion, chemicals or salt, or collision or other accidents; **(e)** Normal maintenance and replacement of maintenance items (including the cleaning or replacement of particulate filters), wear items (such as, but not limited to brake and clutch components), or consumables; and **(f)** Any defect in a noncovered component or damage to or failure of a Covered Component caused by a defect in a noncovered component.
2. The following are not included in and are not covered by the *PowerGard* Protection Plan: **(a)** Failures covered under any other warranty, product improvement program or product recall, other service agreement, or insurance; **(b)** Failures occurring while the Covered Equipment is being used for any illegal purpose; **(c)** Costs incurred for discretionary retrofitting of current design components on older Covered Equipment or reconditioning of the Covered Equipment or its components; **(d)** Expenses associated with any repair required or provided for by any regulation or order of a court or regulatory agency, or by consent decree or settlement; **(e)** Damage to other property or injury to any person; **(f)** Any indirect or consequential damage or injuries, including but not limited to loss of crops or profits, rental charges for substitute equipment, other loss of income, or loss of use; **(g)** Failure of the Covered Equipment to meet any federal, state, provincial, or local emission requirements unless this failure is the result of the failure of a Covered Component; and **(h)** The cost of cleanup or damages for any liability resulting from the escape, release, or discharge of any pollutants or waste.

- D. WHEN COVERAGE APPLIES:** The *PowerGard* Protection Plan will apply during the Coverage Term indicated in the **Schedule of Coverage** for the coverage selected unless one of the events described in paragraph **E.** below occurs, in which case, plan coverage will terminate immediately.

- E. TERMINATION OF COVERAGE:** The *PowerGard* Protection Plan will terminate immediately when any of the following occur: **(1)** The time or engine hour coverage option indicated in the **Schedule of Coverage** has expired; **(2)** The Covered Equipment's engine hour meter stops working or has been tampered with, or is otherwise rendered inaccurate or inoperative (we may waive this provision, in writing, upon repair or replacement of the engine hour meter if actual hours can be verified); **(3)** The Covered Equipment is sold, traded or donated or title to Covered Equipment is otherwise transferred by Purchase (unless Purchaser opts to assign the *PowerGard* Protection Plan pursuant to Paragraph J. below); **(4)** The Covered Equipment is modified or altered in ways not approved by us or not in accordance or compliance with John Deere factory specifications; **(5)** Service or repair, other than normal maintenance and/or replacement of service items, is performed by someone other than an authorized John Deere dealer; **(6)** The Covered Equipment is moved to a location outside the United States or Canada, or **(7)** the John Deere basic warranty is terminated or voided prior to the original expiration date for any reason.

POWERGARD PROTECTION PLAN
TRACTORS - Comprehensive Coverage Form (Cont'd)

- F. COMMERCIAL SCRAPER APPLICATIONS EXCLUSION:** The *PowerGard* Protection Plan Comprehensive (full machine) coverage form will not apply to Covered Equipment used in commercial scraper applications. Commercial scraper applications means land leveling, land planing, grading, or mining operations while pulling a scraper, other than mowing or normal agricultural operations.
- G. MAXIMUM RECOVERY:** Our cumulative liability over the Coverage Term for repairs or replacements of Covered Components shall not exceed the manufacturer's suggested list price of the Covered Equipment excluding any transportation charges, license fees, taxes, the cost of the *PowerGard* Protection Plan, the cost of options not covered by the *PowerGard* Protection Plan, and insurance premiums.
- H. DEDUCTIBLE:** For each covered repair event under the *PowerGard* Protection Plan, you must first pay the Deductible (as indicated in the **Schedule of Coverage**) for the parts and labor charges for that repair. Once the Deductible has been paid for a covered repair event, subsequent work, performed under the *PowerGard* Protection Plan, and required due to failure of the original repair, will not be subject to additional deductibles. A covered repair event will include all covered parts and labor charges included under a single work order.
- I. MAINTENANCE OF COVERED EQUIPMENT AND RECORDS:** You must properly maintain the Covered Equipment and, at your expense, perform scheduled maintenance in accordance with the Operator's Manual for the Covered Equipment. You must maintain records of all scheduled maintenance, repair, or service work completed and must present these records to us, upon our request, to verify compliance with this condition.
- J. ASSIGNMENT:** The *PowerGard* Protection Plan will apply only to the Covered Equipment described in the **Schedule of Coverage** of the *PowerGard* Protection Plan. If you sell the Covered Equipment to a new owner, any remaining coverage under the *PowerGard* Protection Plan may apply to the subsequent purchaser. If you wish to transfer the *PowerGard* Protection Plan with the Covered Equipment, you must request an authorized John Deere dealer to forward a Second Owner Delivery Receipt to us to document such a transfer.
- K. COSTS:** The cost of the *PowerGard* Protection Plan is fully earned at the time of purchase, and refunds will not be made for any reason. If you sell the Covered Equipment prior to the expiration of the *PowerGard* Protection Plan, any remaining coverage, subject to Paragraph J. above, may be transferred to the new owner.
- L. CHANGES:** The *PowerGard* Protection Plan contains all of your rights and responsibilities for coverage to apply. **NO JOHN DEERE DEALER OR ANY OTHER PERSON MAY AMEND OR CHANGE THE TERMS, CONDITIONS, OR LIMITATIONS OF THIS AGREEMENT IN ANY WAY.**