

# Sydenstricker Nobbe Partners 10 Year\* Limited Warranty



\*Sydenstricker Nobbe Partners Limited Warranty begins upon expiration of John Deere's manufacturer Powertrain Warranty to provide an additional 48 months of coverage on 1-4 series tractors and an additional 60 months on 5E (3 cylinder) series tractors, for a total of 120 months (when combined with John Deere's manufacturer Powertrain Warranty) or 2000 hours (whichever comes first).

## TRACTORS – LIMITED WARRANTY (Engine & Powertrain) COVERAGE FORM

### IMPORTANT NOTICE TO PURCHASER

The Sydenstricker Nobbe Partners Limited Warranty only applies to covered engine and powertrain components of Covered Equipment which is specifically described in the Schedule of Coverage below and is subject to the terms, conditions, and limitations set forth in the Sydenstricker Nobbe Partners Limited Warranty. Throughout the Sydenstricker Nobbe Partners Limited Warranty, the terms "you" and "your" refer to the initial purchaser of the Covered Equipment from Sydenstricker Nobbe Partners. The terms "we," "us," and "our" refer to Sydenstricker Implement Co and WM Nobbe. (also referred to as "Sydenstricker Nobbe Partners"). **Read the Sydenstricker Nobbe Partners Limited Warranty carefully. Your rights and remedies under the Sydenstricker Nobbe Partners Limited Warranty are limited as indicated below. The Coverage Term below may be terminated prior to expiration under the provisions of Paragraph F. of the Sydenstricker Nobbe Partners Limited Warranty. IF YOU ARE PURCHASING COVERED EQUIPMENT THAT IS NORMALLY USED FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES, THE FOLLOWING WILL APPLY: WHERE PERMITTED BY LAW, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLICABLE TO THE COVERED EQUIPMENT IS LIMITED IN DURATION TO THE TERM OF THIS WRITTEN WARRANTY. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. IF YOU ARE PURCHASING COVERED EQUIPMENT THAT IS NOT NORMALLY USED FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES, THE FOLLOWING WILL APPLY: WHERE PERMITTED BY LAW, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS HEREBY DISCLAIMED. The Sydenstricker Nobbe Partners Limited Warranty is not insurance.**

### SCHEDULE OF COVERAGE

INITIAL PURCHASER INFORMATION	COVERED EQUIPMENT
<b>Name:</b>	<b>Model #:</b>
<b>Address:</b>	<b>PIN #:</b>
<b>City, State, Zip Code:</b>	<b>Delivery Date:</b> ____ / ____ / ____

### Engine and Powertrain Limited Warranty Summary of Terms (see the Limited Warranty Coverage Form below for additional terms and conditions)

1. Schedule of coverage for 1-4 series tractors is for 48 months beginning on the sixth anniversary of the Delivery Date or 2000 engine hours (whichever comes first) and for 5E (3 cylinder) series tractors is for 60 months beginning on the fifth anniversary of the Delivery Date or 2000 engine hours (whichever comes first) (as applicable, the "Coverage Term"). The Delivery Date is the date noted in the Schedule of Coverage. All engine hours, including engine hours incurred prior to the Delivery Date, are counted for determining when 2000 engine hours are reached.
2. For each covered event under the Sydenstricker Nobbe Partners Limited Warranty you will be required to pay a \$250 deductible.
3. You must pay our standard trip charges or related cost for service calls to perform covered repairs or replacements during the Coverage Term as well as any costs relating to the transportation of the Covered Equipment to and from any Sydenstricker Nobbe Partners location. We are not required to make service calls and may require you to present the Covered Equipment to a Sydenstricker Nobbe Partners dealership to obtain warranty service.
4. You will be responsible for paying us any charges relating to the Covered Equipment, including those relating to diagnostics, labor, parts and transportation, in accordance with Sydenstricker Nobbe Partner's standard payment terms, to the extent the requested repair or replacement is not covered by the Sydenstricker Nobbe Partners Limited Warranty.
5. **To Obtain Warranty Service:** You must (i) report the defect to the Service Department of any Sydenstricker Nobbe Partners location and request repair within the Coverage Term, (ii) present proof of your initial purchase of the Covered Equipment from a Sydenstricker Nobbe Partners dealership, and (iii) make the Covered Equipment available, at your expense, to any Sydenstricker Nobbe Partners location during normal business hours within a reasonable period of time. You may be requested to present records evidencing performance of the scheduled maintenance as required by Paragraph I of the Sydenstricker Nobbe Partners Limited Warranty. Sydenstricker Implement Co. is the warrantor. Warranty information can be obtained by contacting the Service Department at any Sydenstricker Nobbe location (<http://www.snpartners.com/Locations>) or sending a request by mail to Sydenstricker Implement Co., Hwy 54 South, Mexico, Missouri 65265.

## **SYDENSTRICKER NOBBE PARTNERS – Limited Warranty (Engine & Powertrain) Coverage Form**

**A. COVERAGE:** Subject to the terms and conditions of the Sydenstricker Nobbe Partners Limited Warranty, 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 Sydenstricker Nobbe Partners Limited Warranty to apply, the repair or replacement of Covered Components must be performed by an authorized Sydenstricker Nobbe employee. Such repair or replacement will be made without charge to you except as described in paragraph **H. DEDUCTIBLE** and any additional charges for service calls or transportation as set forth in the Sydenstricker Nobbe Partners Limited Warranty.

**B. COVERED COMPONENTS:** The Sydenstricker Nobbe Partners Limited Warranty only applies to covered engine and powertrain components of Covered Equipment. Covered Components mean only the factory installed or genuine manufacturer replacements listed below as well as related components that perform a similar function:

**1. Engine Components** means the cylinder block, cylinder head, valve covers, oil pan, emissions control components, timing gear covers, flywheel housing, and all parts contained inside any one of these components.

**2. Powertrain Components** means the transmission, transmission case; differential and axle housings; clutch housings, MFWD front axle assembly, and all parts contained therein (does not include external drivelines, dry clutch parts or steering cylinders).

**C. COMPONENTS NOT COVERED:** Engine and powertrain components that are **not** Covered Components, include, but are not limited to, the following:

**1. Engine Components Not Covered** include external pipes and hoses (such as, but not limited to, turbo charger, oil line, injector pump lines, and air intake hoses and clamps), variable speed fan drive, viscous fan drive, or fan and accessory drive belts, accessory mounting brackets, accessories, after-coolers, fuel transfer pumps, and normal wear parts such as seals. Other electronic controls (such as but not limited to hand and foot throttle, internal cab controllers, etc.) are also not covered.

**2. Powertrain Components Not Covered** include seals on external shafts, dry clutch parts, steering cylinders, external linkages, pipes and hoses; rims, tires, and tubes; and components mounted to but not functionally part of the drive train, including but not limited to rockshaft parts, mounting brackets, and cylinders. Other powertrain components that are not Covered Components also include the main hydraulic pump, reverser lever, three point hitch controller, and suspension components and systems, such as, but not limited to, systems for axles, cabs and tracks.

### **D. COVERAGE LIMITATIONS:**

**1.** The following are not included in and not covered by the Sydenstricker Nobbe Partners Limited Warranty unless required to be covered by law: **(a)** Overtime labor charged in excess of our 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 non-covered component or damage to or failure of a Covered Component caused by a defect in a non-covered component. **2.** The following are not included in and are not covered by the Sydenstricker Nobbe Partners Limited Warranty: **(a)** Failures covered under any other warranty, product improvement program or product recall, other service agreement, or insurance, including, without limitation, any warranty issued by the manufacturer of the Covered Equipment; **(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, or other loss of income, or loss of use; **NOTE: Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you;** **(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; **(h)** The cost of cleanup or damages for any liability resulting from the escape, release, or discharge of any pollutants or waste and **(i)** any other cost, damage, event or other circumstance that is not specifically covered pursuant to paragraph **A. COVERAGE** above.

**E. WHEN COVERAGE APPLIES:** The Sydenstricker Nobbe Partners Limited Warranty will apply during the applicable Coverage Term described in part 1. of the **Engine and Powertrain Limited Warranty Summary of Terms** above unless one of the events described in paragraph **F.** below occurs, in which case, plan coverage will terminate immediately.

**F. TERMINATION OF COVERAGE:** The Sydenstricker Nobbe Partners Limited Warranty will terminate immediately when any of the following occur: **(1)** The Coverage Term 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 modified or altered in ways not in accordance or compliance with the manufacturer's factory specifications; **(4)** Service or repair affecting the Covered Components that is covered by The Sydenstricker Nobbe Partners Limited Warranty is performed by someone other than Sydenstricker Nobbe; **(5)** The Covered Equipment is moved to a location outside the United States; **(6)** The manufacturer's warranty is terminated or voided prior to the original expiration date for any reason; or **(7)** the Covered Equipment is sold or otherwise transferred to a new owner or after the Covered Equipment is first leased or rented by you to any third party.

**G. MAXIMUM RECOVERY:** Our cumulative liability over the Coverage Term for covered repairs or replacements of Covered Components shall not exceed your purchase price for the Covered Equipment.

**H. DEDUCTIBLE:** For each covered repair event under the Sydenstricker Nobbe Partners Limited Warranty, you must first pay a \$250 deductible for the parts and labor charges for that repair. Once a deductible has been paid for a covered repair event, subsequent work performed under the Sydenstricker Nobbe Partners Limited Warranty and required due to failure of the original repair by Sydenstricker Nobbe, 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 recommended schedule in the Operators Manual for the Covered Equipment. You must maintain records of all scheduled maintenance, repair, or service work completed, including receipts and maintenance logs, and must present these records to us, upon our request, to verify compliance with this condition.

**J. ASSIGNMENT:** Your interest in the Sydenstricker Nobbe Partners Limited Warranty cannot be assigned. Subject to the Coverage Term, the Sydenstricker Nobbe Partners Limited Warranty will apply only to the Covered Equipment described in the **Schedule of Coverage** while you are the owner of the Covered Equipment and have not leased or rented the Covered Equipment to a third party. If you sell the Covered Equipment to a new owner, any remaining coverage under the Sydenstricker Nobbe Partners Limited Warranty will not apply to the subsequent purchaser.

**K. COSTS:** You acknowledge and understand that you did not pay any additional consideration for the Sydenstricker Nobbe Partners Limited Warranty and that it was offered as a standard feature in connection with your purchase of the Covered Equipment from Sydenstricker Nobbe.

**L. CHANGES:** The Sydenstricker Nobbe Partners Limited Warranty contains all of your rights and responsibilities for coverage to apply. **THE TERMS, CONDITIONS, OR LIMITATIONS OF THIS SYDENSTRICKER NOBBE PARTNERS LIMITED WARRANTY CAN ONLY BE AMENDED OR CHANGED IF APPROVED IN WRITING BY THE MANAGEMENT OF SYDENSTRICKER NOBBE PARTNERS.**

**This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.**