



Terms & Conditions

IMPORTANT NOTICE TO PURCHASER

The Huttercheon and Pearce Extended Warranty only applies to Covered Components of the Covered Equipment specifically described in the Schedule of Coverage below and is subject to the terms, conditions, and limitations set out below.

SCHEDULES

A. PURCHASER'S INFORMATION, to be supplied on purchase:

Name:
Address:
City, State, Post Code:

B. COVERED EQUIPMENT INFORMATION, to be recorded upon purchase:

C. PLANT INFORMATION

Coverage: 120 month / 1000hrs
Extended Warranty End Date to be 120 months from delivery date.
Deductible Amount Per Claim: \$250

TERMS AND CONDITIONS

1. DEFINITIONS

1.1. Covered Equipment means the equipment provided in Schedule B - 'Covered Equipment Information' above.

1.2. Covered Components means Covered Engine Components and Covered Powertrain Components in respect to the Covered Equipment only.

1.3. Covered Engine Components means the cylinder block, cylinder head, rocker arm cover, oil pan, timing gear covers (and all parts comprising any one of these components), fuel injection pump and injectors, electronic fuel injection controller, electronic unit injectors, turbo charger, flywheel, water pump, intake and exhaust manifolds attached to the cylinder head, oil coolers mounted directly to the cylinder block, crankshaft torsional damper and starter motor that are factory-installed or genuine John Deere parts.

1.4. Covered Powertrain Components means only the transmission case, clutch, differential, ring gear, pinion, and axle housings, final drive housings (inboard and outboard), mechanical front wheel drive clutch housing, pump drive, power take off clutch, and powertrain housings (and all parts comprising any one of these components, other than seals on external shafts, dry clutch parts and steering cylinders), input and output shafts, transmission control valves (including solenoid shift valves), electronic transmission controllers (Powershift, Central, Reverser, Powerquad Electronic, and Autopower/IVT Control Units), drivelines and U-joints, transmission charge and lubrication pumps and driveline torsional damper and tuner. (For track driven tractors, Powertrain Components include the steering pump and motor, steering planetaries, outboard planetary final drives, and electronic track steering controllers) that are factory-installed or genuine John Deere parts.

1.5. Extended Warranty End Date means the date provided in 'Extended Warranty End Date' under Schedule C - 'Plant Information' above.

1.6. Huttercheon and Pearce Extended Warranty means the terms and conditions of the warranty set out in this document.

1.7. John Deere Basic Warranty means the John Deere Basic Warranty of 24 months / 2000 hours and any underlining Engine and Powertrain warranty (refer to the John Deere Warranty Statement for further details).

1.8. Non-Covered Components means Non-Covered Engine Components and Non-Covered Powertrain Components in respect to the Covered Equipment.

1.9. Non-Covered Engine Components means and includes external pipes and hoses (including but not limited to turbo charger pipes and hoses, oil lines, injector pump lines, and air intake hoses and clamps), variable speed fan drive, viscous fan drive, fan and accessory drive belts, accessory mounting brackets, accessories, after-coolers, fuel transfer pumps, and normal wear parts such as seals and all other electronic controls including, but not limited to, hand and foot throttle, internal cab controllers.

1.10. Non-Covered Powertrain Components means and includes seals on external shafts, dry clutch parts, steering cylinders, external linkages, pipes and hoses, rims, tyres, and tubes, components mounted to but not functionally part of the drive train (including but not limited to rockshaft parts, mounting brackets, gudgeon and hinge components and cylinders), main hydraulic pump, reverser lever, three point hitch controller and suspension components and systems (including but not limited to systems for axles, cabs and tracks). (For track driven tractors, components not covered also include rubber tracks; front idlers, mid rollers, and drive wheels; and track tensioning parts.)

2. EXTENDED WARRANTY TERM

2.1. Subject to the terms and conditions of the Huttercheon and Pearce Extended Warranty:

2.1.1. The date being the delivery date of the covered equipment and ending 120 months from this date (the extended warranty end date). PROVIDED THAT THE COVERED EQUIPMENT HOURS HAVE NOT REACHED 1000 HOURS.

2.1.2. You are entitled to an extended warranty which ends on the earlier of the:

2.1.2.1. Covered Equipment reaching 1000 hours, or

2.1.2.2. Extended Warranty End Date.

2.1.3. Any claim under the extended warranty must be made before the earlier of the following the:

2.1.3.1. Covered Equipment reaching 1000 hours, or

2.1.3.2. Extended Warranty End Date.

2.1.4. In other words, if the Covered Equipment has reaches 1000 hours before the date being 120 months from the Extended Warranty date then the Huttercheon and Pearce Extended Warranty is void and does not apply.

3. WHAT IS COVERED AND WHAT IS NOT COVERED BY THE HUTTCHEON AND PEARCE EXTENDED WARRANTY?

3.1. Subject to the terms and conditions of the Huttercheon and Pearce Extended Warranty we:

3.1.1. will repair or replace (at our discretion as to whether we repair or replace) only Covered Components that are defective in material or workmanship, and

3.1.2. will not repair or replace any Non-Covered Components under the Huttercheon and Pearce Extended Warranty.

4. PROCEDURE AND COSTS TO MAKING A CLAIM UNDER THE EXTENDED WARRANTY

4.1. To make a claim under the Huttercheon and Pearce Extended Warranty you must:

4.1.1. Notify us the particulars of your claim; and

4.1.2. Pay us the Deductible Amount.

4.2. Once the Deductible Amount has been paid, you will not be charged for the subsequent and necessary work performed incidental to the claim including the costs of the Covered Components and the costs of our labour involved to repair or replace the Covered Components. You will be charged for the costs to repair or replace any Non-Covered Components including the costs of incidental labour.

4.3. If you are claiming for repair or replacement of Covered Components such repair or replacement, where covered by the Huttercheon and Pearce Extended Warranty, you must first pay the Deductible Amount.

5. TERMINATION OF THE EXTENDED WARRANTY

5.1. The Huttercheon and Pearce Extended Warranty will terminate immediately on the earliest of the following to occur:

5.1.1. the expiry of the time or engine hour coverage option selected and provided for under the 'Covered Components' in Schedule C - Plant Information.

5.1.2. any failure of (or tampering with) Covered Equipment's engine hour meter, or if the engine hour meter is otherwise rendered inaccurate or inoperative (we may at our discretion waive this provision in writing upon repair or replacement of the engine hour meter, if actual hours can be verified);

5.1.3. the Covered Equipment being modified or altered in any way not approved by us or in way that does not comply with John Deere factory specifications;

5.1.4. a defect or failure arising out of any service or repair (other than normal maintenance and/or replacement of service items) which was performed by someone other than an authorised John Deere dealer;

5.1.5. the Covered Equipment being moved to a location outside Australia; or

5.1.6. the John Deere Basic Warranty being terminated or voided (for any reason) prior to its original expiration date.

5.1.7. Transfer or sale of the covered equipment to a different owner.

5.1.8. Relocation of the covered equipment to a location outside of Huttercheon and Pearce's Area of Responsibility. For the avoidance of doubt you should refer to your local Huttercheon and Pearce dealer before relocating the covered equipment.

6. ESSENTIAL TERMS / CONDITIONS OF THE HUTTCHEON AND PEARCE EXTENDED WARRANTY (WHAT THINGS WILL DISENTITLE YOU TO CLAIM THE WARRANTY)

6.1. The Huttercheon and Pearce Extended Warranty is conditional upon:

6.1.1. The Covered Equipment being serviced only by Huttercheon and Pearce at the earliest of the following:

6.1.1.1. Annually from the date of this agreement or from the date the purchaser takes possession; or

6.1.1.2. Every 200 hours; whichever comes first.

6.1.2. Any repairs, or replacements, of Covered Components being undertaken and performed by Huttercheon and Pearce.

6.1.3. You, at all times, properly maintaining the Covered Equipment and performing the scheduled maintenance in accordance with the relevant John Deere operator's manual (if any) for the Covered Equipment.

6.1.4. You, at all times, maintaining satisfactory records (in our complete discretion) of all scheduled maintenance, repair, or service work completed and you presenting these records to us, upon our request, to verify compliance with your maintenance obligations.

6.2. If you fail to adhere to the terms set out in Clause 6.1 you will not be entitled to claim the warranty under the Huttercheon and Pearce Extended Warranty.

7. LIMITATIONS ON OUR LIABILITY UNDER THE HUTTCHEON AND PEARCE EXTENDED WARRANTY

7.1. To the maximum extent permitted by law, we exclude all liability (howsoever arising) in relation to (and the Huttercheon and Pearce Extended Warranty does not entitle you to claim):

7.1.1. charges for service calls or for any transportation or storage of the Covered Equipment;

7.1.2. depreciation of, damage to, or a failure of the Covered Equipment arising out of fair wear and tear, any deliberate damage to or any failure to maintain the Covered Equipment in accordance with the operator's manual (if any) issued by us for that Covered Equipment (e.g., use of inappropriate types and grades of fuel, oil or lubricants), any failure to follow operating instructions or capacity limitations for that Covered Equipment, misuse or lack of proper protection during storage (whether due to your act or omission or any act or omission of another person who is or has been in possession of the Covered Equipment);

7.1.3. loss of or damage to Covered Equipment associated with theft, vandalism or riot, fire, explosion, chemicals or salt or collision or other accidents;

7.1.4. normal maintenance and replacement of maintenance items (including the cleaning or replacement of particulate filters or any other item required to be maintained in accordance with the operator's manual (if any)), wear items (such as, but not limited to brake and clutch components) or consumables;

7.1.5. any defect in a component that is not a Covered Component or damage to or failure of a Covered Component caused by a defect in one or more components that are not Covered Components (including any defect in or attributable to any modification to the Covered Equipment); or

7.1.6. operation of the Covered Equipment after the defect has been identified.

7.2. Without limiting Clause 7.1. above, to the maximum extent permitted by law, the Huttercheon and Pearce Extended Warranty does not apply in any way to:

7.2.1. any failure or defect covered under any other warranty, product improvement program or product recall, other service agreement or insurance;

7.2.2. any failure or defect arising out of any use of the Covered Equipment for any illegal purpose;

7.2.3. costs incurred in retrofitting current components on to non-current Covered Equipment or reconditioning of Covered Equipment or its components;

7.2.4. any expense associated with any repair required or provided for by any law, regulation, order of a court or regulatory agency or by consent decree or settlement;

7.2.5. any damage to property other than Covered Components (howsoever arising) or injury to (or death of) any person;

7.2.6. any indirect or consequential damage or injury (howsoever arising) and any loss of crops, income or profit, rental charges for substitute equipment or loss of use of the Covered Equipment;

7.2.7. failure of the Covered Equipment to meet any relevant environmental, health or safety requirement; or

7.2.8. any cost of cleanup or any liability resulting from the escape, release, or discharge of any pollutant or waste.

8. THE AUSTRALIAN CONSUMER LAW

8.1. Unless the context otherwise requires, terms used in Clause 8 have the meanings given to them in the Competition and Consumer Act 2010 (Cth), but a reference to "our goods", is a reference to Covered Components we supply to you in repairs or replacements.

8.2. Clause 8 applies if you have acquired or will acquire the Covered Equipment as a "consumer" for the purposes of the Australian Consumer Law.

8.3. The benefits you received under the Huttercheon and Pearce Extended Warranty are in addition to other rights and remedies of the consumer under a law in relation to the good to which the warranty relates.

8.4. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

9. OUR (HUTTCHEON & PEARCE) DETAILS

9.1. Huttercheon & Pearce Operations Pty Ltd (ACN 169 674 033);

9.2. 35 Johnston Street (PO Box 5485) Wagga Wagga NSW 2650

9.3. Phone number: 02 5924 5110

9.4. www.huttercheonandpearce.com.au